SETTLEMENT AGREEMENT, GENERAL RELEASE, WAIVER OF CLAIMS, AND COVENANT NOT TO SUE

This Agreement ("Release") is executed by Betty Nordengren, individually and on behalf of her heirs, agents, representatives and assigns ("Nordengren"), to release and discharge from liability the Board of Education of Benjamin School District 25, (the "School District") and any of its Officers, Board Members, agents, representatives, administrators, insurers, past and present elected and appointed officials, and past and present employees (collectively the "Releasees"), effective as of the date set forth under Nordengren's signature below.

RECITALS

Whereas, disputes have arisen concerning Betty Nordengren's employment and dismissal; and

Whereas, Nordengren disputes the dismissal and requested an Illinois State Board of Education tenured teacher dismissal hearing on October 21, 2025 ("Dismissal Hearing") pursuant to 105 ILCS 5/24-12 and 23 Ill.Adm.Code 51.30; and

Whereas, the Parties herein agree to enter into a compromise to fully and finally resolve any all disputes regarding Nordengren's employment at the School District and her termination by the School District or in any way relating to an employment relationship with the School District.

Now therefore, in consideration of the foregoing recitals, which are incorporated into and made a part of this Release by reference, and the promises, covenants, obligations and payment provisions contained herein, the adequacy and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

TERMS

1. The parties acknowledge and agree that this Agreement is entered into solely for the purpose of compromising and resolving disputed claims. Neither the execution of this Agreement nor the payment of the consideration provided herein shall constitute or be construed as an admission by the School District or any of the Releasees of any liability, wrongdoing, unlawful conduct, or violation of law, all of which are expressly denied. The parties further acknowledge that this Agreement resolves all claims and disputes between Nordengren and the School District arising from or relating to her employment and separation from employment.

2. In consideration of the promises, covenants, and releases contained in this Agreement, the School District shall pay a total settlement amount of Seventeen Thousand Five Hundred and no/100 Dollars ($17,500), (the "Settlement Funds") based on the following terms. The Settlement Funds will be issued in consideration of Nordengren's full execution and delivery of (i) this Settlement Agreement, Covenant Not to Sue, General Release, and Waiver of Claims; (ii) Withdrawal of the request for the Dismissal Hearing; and (iii) Internal Revenue

Service ("IRS") W-9 forms completed by Nordengren and her attorneys sent to Attorney Williams via email transmission, at dwilliams@edlawyer.com.

(a) Subject to IRS 1099 reporting, the Settlement Funds will be issued in two checks as follows: (1) one check made payable to Nordengren in the total amount of Eleven Thousand Six Hundred and Sixty-Seven and No/100 Dollars ($11,667.00) which is allocated as follows: Eleven Thousand Five Hundred and Sixty-Seven and No/100 Dollars ($11,567.00) for non-wage damages, and One Hundred Dollars ($100.00) for the promise of confidentiality as referenced in Paragraph 4; and (2) one check made payable to Mirabella, Kincaid, Frederick, & Mirabella, LLC, in the amount of Five Thousand Eight Hundred and Thirty-Three and No/100 Dollars ($5,833.00) in satisfaction of attorneys' fees and costs. The Settlement Funds constitute consideration for the settlement of Nordengren's employment-related claims and attorneys' fees and costs. No portion of the Settlement Funds constitutes payment for, or is intended to resolve, compromise, satisfy, offset, or otherwise affect any claim or benefit arising under the Illinois Workers' Compensation Act or the Illinois Workers' Occupational Diseases Act.

(b) The Settlement Funds shall be delivered via overnight courier to counsel for Nordengren at 1773 S. Naperville Road, Suite 100, Wheaton, Illinois 60189, within fourteen (14) days after all parties have fully executed this Agreement.

3. Nordengren and her attorney, George Frederick of Mirabella, Kincaid, Frederick, & Mirabella, LLC, further acknowledge and agree that they are not relying on any information provided by the School District or its attorneys concerning the tax consequences of payments made, pursuant to this Release. Nordengren and her attorneys shall be solely responsible for the payment of all applicable state, federal, and local taxes, if any, with respect to these settlement payments and they will assume full liability with respect to the same. Nordengren agrees to indemnify, defend, and hold the School District and the Releasees harmless from any claim or liability asserted against the School District or any Releasee for any taxes and related penalties and/or interest, relating to the manner in which payments of the Settlement Funds are allocated and paid under this Release.

4. Nordengren agrees that she will not discuss or disclose this matter to any third person other than her attorneys, immediate family members, partner, tax, or financial advisor, the Illinois Teacher's Retirement System or the Illinois Workers' Compensation Commission, except as required by law. Consideration for this provision is separately allocated in the amount of $100.00 (One Hundred Dollars and Zero Cents), as designated in Paragraph 2(a) above. The Board will not disclose this Release to any persons outside of the School District other than its auditors, tax advisors, attorneys, business affiliates with a need to know, or as otherwise required by law including, but not limited to, adherence to provisions of the Illinois Freedom of Information Act. Nothing in this Release prohibits either party from disclosing the Release to a court in any action to enforce the terms of this Release, or to a governmental agency in connection with an investigation or administrative proceeding to which this Release may be

relevant. Nothing in this provision prohibits or restricts or otherwise limits Nordengren from (a) making truthful statements or disclosures regarding alleged unlawful employment practices; (b) engaging in future or prospective concerted activity regarding workplace conditions; or (c) participating in any investigations, proceedings, or hearings conducted by local, state, or federal government agencies or courts. The parties acknowledge and agree this confidentiality provision reflects their mutual assent and the documented preference of Nordengren, and has not been imposed unilaterally by the employer.

5. In consideration of the promises, covenants, and consideration contained herein, the adequacy and sufficiency of which are acknowledged, Nordengren hereby irrevocably and unconditionally releases and forever discharges the Board of Education of Benjamin School District 25, together with its current and former board members, officers, employees, administrators, agents, representatives, insurers, attorneys, and all other Releasees, whether acting in their individual or official capacities, from any and all claims, demands, causes of action, liabilities, damages, attorneys' fees, costs, and expenses of every kind and nature, whether known or unknown, asserted or unasserted including but not limited to: any and all claims under any and all State and Federal statutes, laws, executive orders, and regulations, including, but not limited to, the Illinois Department of Labor, Illinois Wage Payment and Collection Act, the Illinois Industrial Commission, the Illinois Department of Employment Security, the Fair Labor Standards Act, the Equal Pay Act, the Constitution of the United States (including all amendments thereto), the Constitution of the State of Illinois, the Illinois School Code, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e *et. seq.*), the Equal Employment Opportunity Act, the Civil Rights Acts of 1866, 1871, 1964 and 1991, civil rights claims pursuant to 42 U.S.C. §1981 and 42 U.S.C. §1983, attorneys fees, pursuant to 42 U.S.C. §1988, the Family and Medical Leave Act of 1993, 29 U.S.C. §§2601 *et seq.,* the Employee Retirement Income Security Act of 1973 as amended, 29 U.S.C. §§1001 *et seq.,* the Occupational Safety and Health Act of 1970 as amended, 29 U.S.C. §651 *et seq.,* Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.,* U.S. Department of Education's Office of Civil rights, Title IX of the Education Amendments of 1972, the Illinois Department of Human Rights, the Illinois Human Rights Commission, the Illinois Human Rights Act (775 ILCS 5/1 *et seq*.), Pregnancy Discrimination and/or Accommodation Acts, the Americans With Disabilities Act (42 U.S.C. §12101 *et seq*.), the Age Discrimination in Employment Act (29 U.S.C. §621 *et. seq.*), the Consolidated Omnibus Budget Reconciliation Act, the Illinois Personnel Record Review Act (820 ILCS 40/1 *et seq.*), any School District policies, rules or regulations, and any other statute, law, order, regulation or enactment of any type, whether federal, state or local; any and all claims for breach of contract, breach of collective bargaining agreement, retaliatory discharge, wrongful discharge, constructive discharge, and/or any other tort or common law cause of action arising from or relating to Nordengren's employment with the School District, the terms and conditions of her employment, medical accommodations, her separation of employment with the School District, the Dismissal Hearing, or any other act or omission occurring on or before the date this Agreement is fully executed, or any matters related in any way to claims alleged in communications between Nordengren and the School District or communications from Nordengren's legal counsel to School District representatives; and any and all claims for attorneys' fees or costs, which Nordengren now has or ever has had against the School District and/or any Releasees arising from any matter whatsoever, at the present time or from the

beginning of time to and through the date of the full and final execution of this Release, whether known or unknown.

6. Notwithstanding the foregoing, Nordengren does not waive by this Release: (a) any rights or obligations created by, or necessary to enforce, this Agreement; (b) any claim arising after the effective date of this Agreement; (c) any vested retirement or pension benefits; (d) any rights relating to the Teachers' Retirement System of the State of Illinois, including retirement and disability retirement benefits; (e) any pending or future rights or claims under the Illinois Workers' Compensation Act or the Illinois Workers' Occupational Diseases Act, including claims for medical benefits, temporary total disability benefits, permanent partial disability benefits, permanent total disability benefits, wage differential benefits, vocational rehabilitation benefits, or any other statutory benefits; (f) unemployment insurance benefits; (g) COBRA or other continuation health insurance rights; and (h) any claim that cannot legally be released.

7. Dismissal Proceedings and Rescission of Charges. The School District shall rescind and vacate the Resolution adopted by the Board of Education of Benjamin School District 25 on October 6, 2025, authorizing the Notice of Charges and Dismissal of Betty Nordengren, and shall withdraw the Charges and Bill of Particulars. Nordengren shall withdraw her request for a tenured teacher dismissal hearing and execute any documents reasonably necessary to effectuate dismissal of the proceeding. The rescission of the October 6, 2025 Resolution and withdrawal of the Charges and Bill of Particulars shall not constitute an admission of liability by either party. The Charges and Bill of Particulars shall be deemed withdrawn and shall not serve as the basis for any future disciplinary action, adverse employment action, or reporting arising out of the matters resolved by this Agreement.

The Parties acknowledge that Nordengren's employment concluded effective October 6, 2025, pursuant to this Settlement Agreement and shall not characterize her separation as a dismissal, resignation, or retirement. The School District further agrees that its personnel records shall be maintained in a manner consistent with this paragraph and that it shall not represent to any third party that Nordengren was dismissed for cause.

The School District shall be solely responsible for any fees and costs of Hearing Officer Jules I. Crystal, and any other hearing officer or administrative costs associated with the pending dismissal proceeding, whether incurred before or after execution of this Agreement. Nordengren shall have no responsibility for payment or reimbursement of any such fees or costs.

8. Nordengren agrees that she has received salary and benefits due through October 6, 2025. Moreover, Nordengren represents and warrants that the School District has fully paid Nordengren for any and all accrued, unused paid time off ("PTO"), vacation pay, or any other accrued compensation remaining as of October 6, 2025. Nordengren represents and warrants that, as of the date of execution of this Release, the School District does not owe Nordengren any further salary or employment compensation except as otherwise set forth herein. Nothing in this

paragraph shall release, waive, offset, impair, or otherwise affect any right or benefit under the Illinois Workers' Compensation Act or the Illinois Workers' Occupational Diseases Act.

9. Nordengren acknowledges and agrees that the School District has no legal authority to control, direct, or bind independent third parties to the terms of the Agreement including, but not limited, to the Illinois Worker's Compensation Commission and the Illinois Teacher's Retirement System.

10. Except for her pending workers' compensation claim and the tenured teacher Dismissal Hearing that is the subject of this Agreement, Nordengren represents that she has not filed any other action, charge, complaint, or proceeding against the School District or Releasees arising out of her employment that remains pending as of the execution of this Agreement.

11. Nordengren agrees that she will not seek future employment or re-employment with Benjamin School District 25. The School District shall have no obligation to employ or re-employ Nordengren in any capacity. Nordengren further agrees that she will not assert any claim against the School District or the Releasees arising out of or relating to the School District's decision not to hire or re-employ her in the future. This provision applies to all forms of employment or service with the School District, including, but not limited to, full-time, part-time, temporary, substitute, volunteer, consulting, or contract positions.

12. To Nordengren's actual knowledge, no lien has been asserted against the Settlement Funds arising from the employment-related claims resolved by this Agreement. Nordengren shall remain responsible for any valid lien specifically asserted against the Settlement Funds that arises from the claims resolved by this Agreement. Nordengren agrees to defend, indemnify and hold harmless the School District and the Releasees from any damages, expenses, taxes, penalties, liens, causes of action or interest held or asserted by any person, entity or governmental agency against the Settlement Funds.

13. Employment Reference. All employment references will be directed to the Superintendent. In response to any request for employment verification or reference concerning Nordengren, the Superintendent shall provide a response limited to Nordengren's dates of employment and position/title, except as otherwise required by law or expressly authorized in writing by Nordengren.

14. Nordengren represents and warrants that she was afforded twenty-one (21) days to consider this Release and was notified of her right to consult with an attorney or a representative of her choice prior to executing this Release; Nordengren further represents and warrants that she has been notified of, and acknowledges her understanding of, certain rights afforded by the *Illinois Workplace Transparency Act*, including, without limitation, the following:

a. That by virtue of entering into this compromise, Nordengren does not waive rights or claims that may arise after the date of execution of this Release except those expressly stated herein; and,

b. That Nordengren waives rights or claims under the *Workplace Transparency Act* only in exchange for consideration in addition to anything of value to which she is already entitled arising out of employment relationship with School District; and,

c. This Agreement does not contain any unilateral provision prohibiting Nordengren from making truthful statements or disclosures regarding alleged unlawful employment practices. The School District denies that it engaged in any unlawful employment practices. Nordengren understands that by signing this Release she has waived any right to seek or obtain any remedies relating to any alleged unlawful employment practice claim that occurred before the date on which this Release is executed.

d. That Nordengren acknowledges and agrees that the School District does not herein include any requirement that Nordengren waive her right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged unlawful employment practices on the part of the other party to the settlement agreement, if Nordengren is required or requested to attend a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

e. Nordengren acknowledges that she was provided twenty-one (21) days to consider this Agreement before signing it.; and,

f. Nordengren acknowledges that she has the right to revoke this Agreement within seven (7) days after executing it, which right may be voluntarily waived under the Illinois Workplace Transparency Act.

15. In return for the monetary payments, promises, and other consideration provided herein, Nordengren has agreed to and hereby knowingly and voluntarily waives the aforesaid twenty-one (21) day consideration period, set forth in Paragraph 14(e) above, and further knowingly and voluntarily waives the 7-day revocation period, as set forth in Paragraph 14(f) above, as allowed under the *Workplace Transparency Act*. Nordengren hereby declares that this waiver of the 21-day consideration period and the waiver of the 7-day revocation period, and any other rights under the *Workplace Transparency Act,* are knowing and voluntary. Nordengren further agrees that any changes to this Release, whether material or immaterial, will not restart the running of the consideration period.

16. Nordengren represents and warrants that she was afforded twenty-one (21) days to consult with an attorney of her choice prior to executing this Release to consider provisions of the *Age Discrimination in Employment Act*, 29. U.S.C. 621 *et seq,* as amended ("*ADEA")* and does hereby knowingly and voluntarily releases and waives any claims she may have under the *ADEA*. Further, Nordengren acknowledges that she is aware of and understands all rights and claims pursuant to the *Older Workers Benefit Protection Act of 1990* [29 U.S.C. Secs. 621, 623, 626, and 630, as amended by Pub. L. 101-433], including, without limitation, the following:

a. That by virtue of entering into this compromise, Nordengren does not waive rights or claims that may arise after the date of execution of this Release except those expressly stated herein; and,

b. That Nordengren waives rights or claims under the *Older Workers Benefit Protection Act* only in exchange for consideration, in addition to anything of value to which she is already entitled, arising out of her employment relationship with the School District; and,

c. That Nordengren was provided twenty-one (21) days following the receipt of this Release, a right which may be waived, to consider entering into and signing this Release; and,

d. That for a period of seven (7) days following Nordengren's execution of this Release, she shall have the right to revoke this Release. To be effective, the revocation must be in writing and delivered to Darcee Williams, via email transmission sent to dwilliams@edlawyer.com, before the eighth calendar day after Nordengren signs this Release.

17. In return for the monetary payments, promises, and other consideration provided herein, Nordengren has agreed to and hereby waives the aforesaid twenty-one (21) day consideration period, set forth in Paragraph 16(c) above. Nordengren hereby declares that this waiver of the 21-day consideration period and all other rights under the *Age Discrimination in Employment Act* is knowing and voluntary. Nordengren further agrees that any changes to this Release, whether material or immaterial, will not restart the running of the consideration period.

18. Nordengren acknowledges that she has carefully read this Agreement, has had sufficient time to consider its terms, that she consulted with an attorney or representative of her choice, has had the opportunity to propose revisions to this Agreement, understands its terms and legal effect, is entering into this Agreement knowingly and voluntarily, and executes this Agreement free from coercion, duress, or undue influence.

19. The parties agree to execute such additional documents and take such further actions as may be reasonably necessary to carry out and effectuate the terms and purposes of this Agreement.

20. If any provision of this Agreement, or its application to any person or circumstance, is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law, provided that the essential purposes of this Agreement can still be accomplished. The provisions of this Agreement are severable.

21. Nordengren acknowledges and agrees that the consideration provided under this Agreement includes full satisfaction of any claim she may have for attorneys' fees, costs, and litigation expenses incurred on or before the execution of this Agreement arising out of the matters resolved herein.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States, without regard to its conflict-of-law principles. Any action to enforce or interpret this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located in the State of Illinois, and the parties consent to the jurisdiction and venue of such courts. In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

23. This Agreement constitutes the entire agreement between Nordengren and the School District concerning the matters resolved herein and supersedes all prior and contemporaneous oral or written negotiations, representations, agreements, and understandings concerning those matters.

24. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signatures transmitted electronically, including by email in PDF format or through an electronic signature platform, shall be deemed original signatures and shall be fully valid and binding for all purposes.

IN WITNESS WHEREOF, Betty Nordengren has executed this Settlement Agreement, General Release, Waiver of Claims and Covenant Not to Sue as of the day and year appearing beneath her signature.

ACCEPTED AND AGREED TO BY:

BETTY NORDENGREN

Betty Nordengren Dated: 10-20-2026

ON BEHALF OF THE BOARD OF EDUCATION
OF BENJAMIN SCHOOL DISTRICT 25:

_____ Dated: _____