

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“**Agreement**”) is entered into by and between **DAVID BRAUN**, an individual (“**Employee**”), and **BLOOMINGTON NORMAL PUBLIC TRANSIT SYSTEM DBA CONNECT TRANSIT**, an Illinois public transit system (“**CONNECT TRANSIT**”):

1. **Resignation of Employment.** Employee acknowledges and agrees that he has resigned his employment with Connect Transit effective as of **December 5, 2025** (“**Separation Date**”).

2. **Compensation Owed.** Employee will be paid for all accrued but unused vacation time as of the Separation Date. Such payment will be made in a lump sum minus all applicable federal, state and local withholding taxes. Employee acknowledges that he will not be owed any further compensation due from Connect Transit after the Separation Date. Employee will receive all final compensation no later than the next regularly scheduled pay date following the Separation Date.

3. **Separation Benefit:** Subject to the provisions of this Agreement and provided Employee performs all of his obligations and satisfies all conditions precedent under this Agreement, upon Employee’s signing of this Agreement and expiration of the revocation period, the separation benefit shall be as follows:

- a. Connect Transit will pay Employee an amount equal to twenty (20) weeks of pay at his current salary level as severance. Such payment will be made in a lump sum minus all applicable federal, state and local withholding taxes. Such payment will include an amount equal to 15% of Employee’s salary that is usually and customarily provided to Employee for retirement purposes. Such payment to be made directly to Employee or into a retirement account as directed by Employee
- b. Connect Transit agrees to maintain the Employee’s medical benefits through Connect Transit’s group health insurance coverage or will pay the Employee’s COBRA premiums for the same twenty (20) week period commencing after the Separation Date.
- c. Connect Transit agrees that Employee’s separation was by resignation and will treat the separation as a resignation.
- d. Connect Transit will not contest any claim by Employee for benefits pursuant to the Unemployment Insurance Act, should he elect to apply for these benefits.
- e. Until January 30, 2026, and prior to public release, Employee will be offered the opportunity to review any public release concerning Employee’s employment status with Connect Transit. Employee may suggest revisions to the public release, but the content of the release will be within the discretion of Connect Transit.

- f. Connect Transit agrees to provide Employee a letter of reference substantially similar to the exhibit attached hereto.

The foregoing shall be referred to hereinafter as the “**Separation Benefit**”. All required payroll tax withholding will be deducted from the Separation Benefit. The Separation Benefit shall be paid as set forth herein above, following Employee’s signing of this Agreement, expiration of the revocation period and compliance with all conditions precedent hereunder. The Separation Benefit does not constitute nor is it intended to be any form of compensation to Employee for any services to Connect Transit.

4. **Consideration.** Employee acknowledges that he would not be entitled to the Separation Benefit provided in paragraph 3, above, in the absence of his signing of this Agreement, that the Separation Benefit constitutes a substantial economic benefit to Employee, and that it constitutes good and valuable consideration for the various covenants, releases and undertakings given by Employee in this Agreement.

5. **Parties Released.** For purposes of this Agreement, the term “**Releasees**” means Connect Transit, its past and present elected and appointed officers, agents, employees, independent contractors, attorneys, insurers, risk pools and volunteers; and their respective predecessors, successors, assigns, benefit plans, and plan administrators.

6. **General Release.** Employee, for and on behalf of himself and each of his personal and legal representatives, heirs, devisees, executors, successors and assigns, hereby acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits, and discharges each and all of the Releasees from any and all claims, causes of action, demands, liabilities, damages, obligations, and debts (collectively referred to as “**Claims**”), of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which Employee had, has or may have due to the passage of time, from the commencement of Employee’s employment with Connect Transit until the Separation Date, arising out of any matter whatsoever (with the exception of breaches of this Agreement). This General Release specifically includes, but is not limited to, all Claims:

- a. Arising out of or in any way related to Employee’s employment with Connect Transit, or the separation of his employment, including the manner, means and timing thereof;
- b. Arising out of or in any way related to any contract or agreement between Employee and Connect Transit, if any;
- c. Arising under or based upon the Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991 (42 U.S.C. 1981a); Section 1981 of the Civil Rights Act of 1866 (42 U.S.C. § 1981); the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act of 1938; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act of 1988; Employee Retirement Income Security Act of 1974

(ERISA) (excepting claims for vested benefits, if any, to which Employee is legally entitled thereunder); the Uniform Services Employment and Reemployment Rights Act;

d. Arising under or based on the Illinois Constitution; the Illinois Wage Payment and Collection Act; the anti-retaliation provisions of the Illinois Workers' Compensation Act, the Illinois Minimum Wage Law, the Illinois Human Rights Act; the Illinois Whistleblower Act; and the Illinois Service Member Employment & Reemployment Rights Act:

e. Arising under or based on the Age Discrimination in Employment Act of 1967 (ADEA), as amended by the Older Workers Benefit Protection Act (OWBPA), and alleging a violation thereof based on any action or failure to Act by Releasees, or any of them, at any time prior to the date Employee signs this Agreement; and

f. Arising out of or in any way related to any federal, state, county or local constitutional provision, law, statute, ordinance, decision, order, policy or regulation (i) prohibiting employment discrimination, providing for the payment of wages or benefits, providing for a paid or unpaid leave of absence; (ii) otherwise creating rights or claims for employees, including, but not limited to, any and all claims alleging breach of public policy, whistle-blowing, retaliation, the implied obligation of good faith and fair dealing; any express or implied oral or written contract, handbook, manual, policy statement or employment practice; or (iii) relating to misrepresentation, defamation, libel, slander, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, false imprisonment, assault, battery, fraud, negligence, or wrongful discharge.

7. **Intended Scope of Release.** It is the intention of the parties and is fully understood and agreed by them that this Agreement includes a General Release of all Claims (with the exception of breaches of this Agreement and claims for vested benefits, if any, to which Employee is legally entitled under ERISA), which Employee held, holds or may hold by reason of the passage of time, against Releasees, or any of them, whether or not they are specifically referred to herein, to the fullest extent permitted by law. No reference herein to any specific claim, statute or obligation is intended to limit the scope of this General Release and, notwithstanding any such reference, this Agreement shall be effective as a full and final bar and waiver of all Claims of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent. The release contained in this Agreement does not extend to claims that as a matter of law cannot be waived by means of an agreement such as this Agreement.

8. **Employee Waiver of Rights.** As part of the foregoing General Release, Employee is waiving all of his rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, punitive damages, back pay, front pay, attorneys' fees, and reinstatement to employment), from Releasees, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of Employee in connection with any Claim released in this Agreement.

9. **Medicare and Social Security.** Employee warrants and represents that he is presently not, nor has he ever been enrolled in Medicare Part A or Part B or applied for such benefits, and that he has no claim for Social Security Disability benefits nor is he appealing or re-filing for Social Security Disability benefits. Employee further warrants and represents that he did not incur any physical injuries or receive medical care arising from or related to any of the claims released by this Agreement. Employee also warrants and represents that Medicare has not made any payments to or on behalf of his, nor has he made any claims to Medicare for payments of any medical bills, invoices, fees or costs. Employee agrees to indemnify and hold Connect Transit and the other Released Parties harmless from (a) any claims of, or rights of recovery by Medicare and/or persons or entities acting on behalf of Medicare as a result of any undisclosed prior payment or any future payment by Medicare for or on behalf of his, and (b) all claims and demands for penalties based upon any failure to report the settlement payment, late reporting, or other alleged violation of Section 111 of the Medicare, Medicaid and SCHIP Extension Act that is based in whole or in part upon late, inaccurate, or inadequate information provided to Connect Transit by his. Employee agrees to hold harmless Connect Transit and the other Released Parties from and/or for any loss of Medicare benefits or Social Security benefits (including Social Security Disability) Employee may sustain because of this Agreement.

10. **Covenant Not to Sue.** In addition to all other obligations contained in this Agreement, Employee agrees that he will not initiate, bring or prosecute any suit or action against any of Releasees in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement. Notwithstanding the forgoing, nothing in this Agreement shall preclude Employee from suing to challenge the validity or enforceability of the waivers contained in this Agreement as applied to claims arising under the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act.

11. **Remedies for Breach.** If Employee, or anyone on his behalf, initiates, brings or prosecutes any suit or action against Releasees, or any of them, in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement (except to challenge the validity or enforceability of this Agreement under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act), or if Employee breaches any of the terms of this Agreement, then Employee shall be liable for the payment of all damages, costs and expenses (including attorneys' fees) incurred by Releasees, or any of them, in connection with any suit, action or breach.

12. **No Admission of Liability.** Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of Releasees, or any of them. Releasees expressly deny any liability of any kind to Employee, and particularly any liability arising out of or in any way related to his employment with Connect Transit or the manner, means and timing of the separation of his employment.

13. **Covenants and Warranties of Confidentiality, Accessing the Computer Network and Existing Workers' Compensation Claims.**

(a) To the extent allowed by law, Employee shall keep confidential the circumstances surrounding separation of his employment and its terms, and agrees that neither he, nor his attorneys, nor any of his agents, shall directly or indirectly disclose any

such matters (other than to the Equal Employment Opportunity Commission or any other federal, state or local fair employment practices agency), unless written consent is given by Connect Transit Board, or unless required to comply with any federal, state or local law, rule or order. However, this paragraph will not prohibit Employee from disclosing the terms of this Agreement to his attorneys, accountants or other tax consultants as necessary for the purpose of securing their professional advice, or in connection with any suit or action alleging a breach of this Agreement.

(b) To the extent allowed by law, Employee shall keep confidential all the Releasee's personal information and data to which he was exposed, granted access or learned during his Employment, including but not limited to any financial, health, performance or compensation information and data in whatever form. The Parties agree that Connect Transit's damages for a breach of this covenant by Employee are difficult to ascertain and a monetary remedy is insufficient, and Connect Transit may pursue injunctive relief to enjoin any threatened or known breach of this covenant.

(c) Employee agrees that following the Separation Date with Connect Transit, he will not access or attempt to access, without prior authorization of an official of Connect Transit, directly or indirectly, by any matter whatsoever, Connect Transit's computer network, including without limitation, Connect Transit's electronic mail (e-mail) system, electronic document storage and retrieval system, computer network servers and related equipment and voicemail system.

(d) Employee warrants and represents that he has not suffered and is not currently suffering from any injury incurred or aggravated in the course and scope of his employment with Connect Transit.

14. **Warranty of Return of Connect Transit Property.** Employee warrants and covenants to turn over to Connect Transit all equipment or other property issued to him by Connect Transit, along with all documents, notes, computer files, and other materials which he had in his possession or subject to his control, relating to Connect Transit and/or any of its vendors, employees or customers. Employee further warrants and covenants that he shall not retain any such documents, notes, computer files or other materials (including any copies or duplicates thereof), except for such items as are matters of public record.

15. **Cooperation.** The Parties agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Agreement.

16. **Warranty and Covenant of Non-disparagement.** Employee agrees that he shall not make any Disparaging Remarks about Connect Transit or its officials, employees, volunteers, or agents following his signing of this Agreement. Connect Transit agrees not to make any Disparaging Remarks about Employee in response to any employment inquiry or request for a reference; it being understood that Connect Transit shall respond to such requests by confirming Employee's dates of employment and position last held prior to the separation date and that Employee resigned.

17. **Consideration Period.** Employee is advised to consult with an attorney of his choice prior to signing this Agreement. Employee is subject to the provisions of the Age Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit Protection Act (“OWBPA”). Employee understands that he has a period of up to twenty-one (21) days within which to consider and accept the Agreement. This twenty-one (21) day period begins to run from the date this Agreement was presented to Employee (the “**Presentment Date**”), which Employee acknowledges is the date on which he received a copy of this Agreement.

18. **Revocation Period.** Employee understands that he has the right to revoke this Agreement at any time within seven (7) days after he signs it and that the Agreement shall not become effective or enforceable until this revocation period has expired without revocation.

19. **Right to Counsel.** Employee acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that he has been advised by competent legal counsel of his own choosing in connection with the review and execution of this Agreement and that he has had an opportunity to and did negotiate over the terms of this Agreement.

20. **Warranty of Understanding and Voluntary Nature of Agreement.** Employee acknowledges that he has carefully read and fully understands all of the provisions of this Agreement; that he knows and understands the rights he is waiving by signing this Agreement; that he has entered into the Agreement knowingly and voluntarily, after having had the opportunity to confer with legal counsel, with full knowledge of its significance and without coercion, duress or overreaching of any sort.

21. **Severability.** The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is, for any reason, determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions of the Agreement. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or, if such provision cannot under any circumstances be modified or restricted, it shall be excised from the Agreement without affecting the validity or enforceability of any of the remaining provisions of the Agreement. The parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

22. **Entire Agreement/Integration.** This Agreement constitutes the sole and entire agreement between Employee and Connect Transit with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to those subjects. This Agreement also supersedes all policies with respect to the subjects addressed in it.

23. **No Waiver by Connect Transit.** No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Employee and Connect Transit.

24. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Employee and his personal and legal representatives, heirs, devisees, executors, successors and assigns, and Connect Transit and its successors and assigns.

25. **Acknowledgement of No Pending Claims.** Employee represents and warrants that he does not have any claims against the Releasees pending before any court, agency, or other person/entity.

26. **Choice of Law; Venue.** This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. All disputes arising from this Agreement, if any, shall be resolved in the Circuit Court of McLean County, Illinois or an appropriate federal court in the Central District of Illinois.

27. **Counterparts.** Execution may be in counterparts, which, when executed shall become an integrated document binding on all parties as if the parties had signed the Agreement on a single page. The parties may exchange signatures by facsimile or other electronic transmission, followed by a mailed hard copy of the original signed Agreement.

CONNECT TRANSIT

By: 

Julie Hile, Board Chair

Date: 12/16/2025

David Braun
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Date: 12/5/2025