

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is effective on the last signature date indicated below (effective date), between Montana University System, the University of Montana, its managers, agents, employees, together comprising the Montana University System (Employer), and Brian Holsinger (Employee).

Recitals

1. Employee desires to resign his employment with the University of Montana effective immediately.
2. Employer desires to accept Employee's resignation.
3. Employer and Employee agree that, upon resignation, Employee is relieved of his job duties and may seek other employment.

Agreements of the Parties In consideration of the foregoing recitals and the mutual promises contained below, the Parties agree as follows:

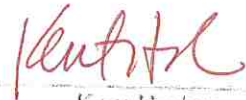
1. Employee's final date of employment with Employer is the effective date of this Agreement.
2. Employee will be paid in one lump sum a net estimated amount of his current employment contract salary through June 30, 2025, inclusive of any and all associated payments Employee may have been entitled to receive, which the parties agree is \$115,250. Federal and state taxes and regular deductions shall be processed as normally done. Employee may choose to change his W-4 as part of signing this Agreement. Employee's final paycheck will be paid in the next payroll cycle.
3. Employee's accumulated leave balances as of the effective date of this Agreement will be cashed out according to Montana statutes. Employee will be offered the opportunity for COBRA election in accordance with applicable law.
4. In exchange for the consideration set forth above, Employee agrees that all grievances, claims, and causes of action that he has or may have against Employer or its employees, with respect to his employment, are satisfied, discharged and fully settled. Employee agrees to not institute any suit, action or proceeding against the Employer, in their official or individual capacities, for any claim with respect to his employment, including any claim for breach of contract or tort, wrongful discharge, illegal discrimination in employment, violation of statute or Constitution, wage and hour laws, the alleged commission of any tort, including, but not limited to: any intentional tort, personal injury, negligence, fraud, misrepresentation, intentional and negligent infliction of emotional distress, conspiracy, and defamation. The Employer likewise agrees to not institute any suit, action or proceeding against the Employee for any claim with respect to his employment, and agrees that any claims it may have against the Employee, to the date of this Agreement, are satisfied, discharged and settled. The Agreement does not waive any rights or claims that may arise after the effective date of this Agreement.

5. Both parties agree that this MOA is a public document and may be released in response to a valid request for a public record.
6. Employer will release the statement attached as Exhibit A, to announce Employee's resignation.
7. This Agreement is the full Agreement of the Parties and fully incorporates all terms and conditions agreed upon between the Parties.
8. The Employee affirms that he has carefully read and considered this Agreement, that he has had an opportunity to consult with an attorney before signing, and that he fully understands and agrees to the terms herein.

THIS MEMORANDUM OF AGREEMENT is executed as indicated below:

FOR THE UNIVERSITY OF MONTANA

FOR THE EMPLOYEE



2-10-25

Kent Haslam

(DATE)



Brian Holsinger

(DATE)

Approved by Attorney for Brian Holsinger



Shane Coleman

2/10/2025

(DATE)