NEGOTIATED RESIGNATION AGREEMENT

The East Helena School District (hereinafter "the District") and Erik Pritchard (hereinafter "Mr. Pritchard") have negotiated the following terms and conditions of this Negotiated Resignation Agreement with the specific intent of severing the employment relationship between Mr. Pritchard and the District.

WHEREAS, Mr. Pritchard is currently employed as a teacher with the District; and

WHEREAS, the parties are mutually desirous of achieving an amicable cessation of the employment relationship that is in the best interests of all parties; and

WHEREAS, the parties acknowledge and agree that this Negotiated Resignation Agreement and the terms contained herein are subject to and conditioned upon ratification by the Board of Trustees at a properly noticed and constituted meeting.

NOW, THEREFORE, in consideration of the mutual relinquishment of legal rights and obligations with reference to the above-mentioned matter and the employer/employee relationship between the parties, and in consideration of the terms and conditions set forth in this agreement, the parties hereby agree as follows:

1. Mr. Pritchard, by his signature below, hereby voluntarily and irrevocably resigns from his employment the District effective June 30, 2026. The parties mutually agree that the current employment contract, the employer-employee relationship between the parties, and the respective rights and obligations of each party to the other arising from or related to the employment contract and/or employer-employee relationship will conclude on June 30, 2026, without further action by either party.

2. In consideration of Mr. Pritchard's voluntary and irrevocable resignation effective June 30, 2026, and the other terms and conditions set forth herein, the District agrees that Mr. Pritchard will remain on paid leave until June 30, 2026, including payment by the District of Mr. Pritchard's wages through August 2026 and payment of the District's contribution towards health insurance premiums providing for coverage through August of 2026. The District shall additionally pay Mr. Pritchard an additional sum of $36,563.50, and also cash out any accrued leave in accordance with the applicable collective bargaining agreement and Montana law, all of which shall be considered to be wages subject to all usual and required payroll withholdings. This payment will be made on or before July 6, 2026.

3. The District agrees further that Mr. Pritchard's resignation from employment with the District shall not be subject to Paragraph 7 of the individual teacher contract requiring payment of the sum of $500.00 to the District in the event of circumstances specified in the contract.

4. The District hereby waives any requirement for Mr. Pritchard to repay tuition, fees, or costs associated with his driver education certification, and the parties agree that Mr. Pritchard is fully released from all future instructional and financial obligations set forth in the related Memorandum

of Understanding.

5. The District agrees further to provide a neutral letter of recommendation setting forth his current status as a teacher employed by the district and his dates of employment and salary levels.

6. Mr. Pritchard agrees that his signature on this agreement shall constitute immediate withdrawal by him of the grievance submitted to the District on February 10, 2026, and appealed to the Board of Trustees on April 15, 2026, and further that the subject matter of the grievance related to his appeal of the Title IX investigation shall be encompassed within and covered by the release of claims set forth herein.

7. Mr. Pritchard hereby expressly releases and discharges the District, its agents, employees, and attorneys, from any and all sums of money, accounts, suits, proceedings, grievances, claims, causes of action, rights, damages, attorneys' fees, costs and demands of any nature whatsoever, whether real or contingent, known or unknown, liquidated or otherwise, arising out of or relating in any way, directly or indirectly to the employment relationship between the parties. The District acknowledge that this release includes a release of all actions, claims, causes of action, demands, suits, debts, agreements, obligations, costs, expenses, damages, injuries, and other liability related to the employment relationship between the parties, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the subject of this release, to which Mr. Pritchard may be entitled under any discrimination laws. This includes any federal or state discrimination laws and the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) ("ADEA"). Mr. Pritchard further acknowledges that he has been given a period of twenty one (21) days within which to consider this agreement, which he has voluntarily waived. In addition, this agreement may be revoked by Mr. Pritchard for a period of seven (7) days following its execution. This agreement shall not become effective or enforceable against either party until the revocation period has expired.

8. Mr. Pritchard additionally agrees to release and discharge the Montana Federation of Public Employees (MFPE) and its agents and employees from any and all sums of money, accounts, suits, proceedings, grievances, claims, causes of action, rights, damages, attorneys' fees, costs and demands of any nature whatsoever, whether real or contingent, known or unknown, liquidated or otherwise, arising out of or relating in any way, directly or indirectly to the employment relationship between Mr. Pritchard and the District.

9. Nothing in this agreement should be considered a release of claims by Mr. Pritchard against non-parties to the agreement and Mr. Pritchard reserves his right to pursue any and all claims against non-parties to the agreement.

10. Mr. Pritchard agrees to deliver to the District all keys and any other District property in his possession by 4:00 p.m. by June 15, 2026. Mr. Pritchard shall be allowed to gather any of his belongings located on school premises by June 15, 2026. Mr. Pritchard will make prior arrangements with the building principal or superintendent to deliver keys and district property and gather personal belongings.

11. The parties warrant and agree that each has executed this agreement voluntarily, of their own free will, and free of any undue influence.

12. Should either party be required to file an action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs. Jurisdiction and venue for any dispute regarding this Agreement shall be in the Montana 1st Judicial District Court, Lewis and Clark County.

13. The parties declare that no promise, inducement, or agreement not herein expressed has been made to them and that this Agreement contains the entire agreement between the parties hereto and that the terms and covenants of this Agreement are continuing and contractual and not a mere recital.

14. This Agreement shall be interpreted according to and governed by the laws of the State of Montana. The parties agree and recognize that the District is a public entity and a political subdivision of the State of Montana, and that the District is therefore subject to the laws governing public records and public information. As such, the District's compliance with the requirements of such laws regarding public records and public information, including, but not limited to, compliance with court orders, lawfully issued subpoenas, and/or discovery requests, will not be construed as a violation of this agreement or of Mr. Pritchard's right to privacy. The parties additionally recognize and agree that this agreement is itself a public document, a copy of which the District will be obligated to provide to third parties upon request.

15. This agreement is specifically conditioned upon approval and ratification of this agreement by majority vote of the Board of Trustees of the District taken at a properly constituted meeting of the Board of Trustees. The failure of the Board of Trustees to approve this agreement by majority vote shall render this agreement void and of no further force and effect and shall result in full reinstatement of the status quo of the parties' relationship in place immediately prior to the failed vote. Approval and ratification by the Board of Trustees shall be evidenced by the signature of the Board Chair below.

_____ Date: May 19, 2026

Erik Pritchard

_____ Date: _____

Board Chair, East Helena School District

Attest:

_____ Date: _____

District Clerk, East Helena School District