

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Agreement”) is made by and between The Southern Baptist Theological Seminary, its parents, subsidiaries, affiliates, predecessors, successors, assigns, related entities, its past and present officers, trustees, employees, agents and attorneys (hereinafter “Southern Seminary”) and Russell Fuller, an individual (“Fuller”).

WITNESS:

WHEREAS, Fuller has been employed by Southern Seminary, and Fuller’s employment will end effective April 21, 2020;

WHEREAS, Fuller acknowledges that he was given this Agreement and was informed that he has forty-five (45) days to consider it;

WHEREAS, Fuller acknowledges that he has carefully considered this Agreement and knowingly and voluntarily agrees to its terms; and

WHEREAS, the parties wish to clarify and memorialize certain agreements made between them in regard to Fuller’s employment and his separation from employment;

NOW THEREFORE, in consideration of the foregoing premises, the terms stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is mutually agreed between the parties as follows:

1. Separation. Fuller’s employment with Southern Seminary ends effective April 21, 2020 (the “Separation Date”).

2. Consideration. As specific consideration for the release and waiver contained in Paragraph 3 of this Agreement,

- (a) Upon expiration of the Revocation Period (defined below) without a revocation (the “Release Effective Date”), Southern Seminary shall pay Fuller severance pay based on his rate of regular pay as of the Separation Date for the period commencing with the Separation Date and ending July 31, 2020 (the “Severance Benefit”). Such amounts shall be payable in accordance with Southern Seminary’s regular payroll practices beginning on the next payday after the lapse of the right to revoke. As part of the first payment of the Severance Benefit, Fuller shall receive a lump sum payment equal to any amounts that would have been paid to Fuller prior to the Release Effective Date had all payments been made in accordance with Southern Seminary’s standard payroll practices between the Separation Date and the Release Effective Date. No bonuses or incentive pay will be paid. Southern Seminary shall withhold from such payments any taxes or other amounts required by law to be withheld and any other payroll deductions in effect on the Separation Date. In the event Fuller finds full-time employment after the execution of this Agreement, then his severance pay will terminate.

- (b) Southern Seminary will allow Fuller to continue health coverage through Southern Seminary's current medical and dental plans and cost-sharing through July 31, 2020, by utilizing Medical Continuation under applicable state law. Fuller may elect to continue coverage on or after August 1, 2020 for the remainder of the applicable 18 months of continuation coverage after the Separation Date. If Fuller elects to do so, he shall be required to pay the full insurance premium plus any other amounts required under state law. In the event Fuller finds full-time employment after the execution of this Agreement, then the Seminary will terminate cost-sharing for continued medical and dental coverage through Medical Continuation.
- (c) In addition to the above benefits, any dependent of Fuller enrolled at Southern Seminary in a degree program as of the Separation Date will continue to receive Southern Seminary's standard employee dependent tuition benefit until the dependent completes that degree.
- (d) Notwithstanding the foregoing or any other provision of this Agreement, the Severance Benefit and insurance continuation and other benefits above are expressly conditioned upon Fuller's compliance with the covenants set forth in this Agreement. Fuller's failure to comply with any covenant shall entitle Southern Seminary to terminate any remaining benefits due under this section.

3. Release. Fuller, for himself, and his heirs, personal representatives, executors, administrators, insurers, attorneys, successors and assigns, does hereby waive, release and forever discharge Southern Seminary, all present and former subsidiaries, parents, affiliates, and related entities, their successors, assigns, present and former agents, representatives, managers, employees, officers, shareholders, principals, partners, investors, insurers, attorneys, directors and trustees (hereinafter, the "Released Parties") from any and all claims, demands, rights, damages, costs, losses, suits, actions, causes of action, judgments, attorney's fees, and expenses of any nature whatsoever, in law or equity, known or unknown ("Claims") arising at any time prior to and through the date of the execution of this Agreement that might have been asserted against them by Fuller, or on his behalf, including, but not limited to, any Claims that may have been asserted by or on behalf of Fuller relating to his employment by Southern Seminary or his separation from employment, including without limitation lost wages, reinstatement, back or front pay, bonuses, profit sharing plans, retirement plans or any benefits plans of any type or nature, all Claims for discrimination, harassment, or retaliation of any type under any federal, state or local law, ordinance or regulation, to the extent such laws apply, all Claims under federal, state or local whistleblower or employment laws or occupational, safety and health laws, including, but not limited to claims under the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act or the Americans with Disabilities Act Amendments Act, the Federal Rehabilitation Act of 1973, the Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Genetic Information and Nondiscrimination Act, the Family and Medical Leave Act, the Occupational Safety and Health Act, as amended, and all whistleblower statutes administered by the U.S. Occupational Safety & Health Administration, the Employee Retirement Income Security Act of 1974, to the extent that claims under that statute may be waived, the National Labor Relations Act, the Labor Management Relations Act, Sections 1981 through 1988 of Title 42 of the United States Code, the Immigration Reform Control Act, as amended, the Fair Labor Standards Act, as amended, to the extent that such

claims may be waived, the Worker Adjustment and Retraining Notification Act of 1988, the Uniformed Services Employment and Reemployment Rights Act, as amended, and any other state or local law, regulation, ordinance, or other enactment, as well as any Claims for intentional or negligent infliction of emotional distress, defamation, invasion of privacy, tortious interference with contractual relations, wrongful discharge, constructive discharge, outrage, loss of consortium, copyright or trademark infringement, promissory estoppel, public policy, and any contract, tort or other common law Claims for damages or equitable Claims, except for any Claims arising under this Agreement.

Fuller understands and agrees that certain facts in respect of which this Agreement is made may be hereafter known to be other than or different from the facts now known or believed to be true. Fuller acknowledges that he has had the opportunity to discover and acquire any and all facts with respect to this Agreement, if any, and Fuller expressly accepts and assumes the risk that the facts may be different than he understands or believes them to be, and he hereby agrees that all terms, without limitation or exception, of this Agreement shall in all respects be effective, binding, and not subject to termination or rescission because of any such difference in facts, without regard to the nature of such facts or the reason or reasons why such facts were not discovered until after the execution of this Agreement.

Fuller retains the right to initiate or cooperate in any Equal Employment Opportunity Commission or other administrative charge or investigation which cannot be legally waived, but Fuller gives up the right to recover any monetary damages from any Released Party as a result of such a charge. Southern Seminary agrees that Fuller is not releasing any claim that the law does not permit Fuller to release.

4. Covenant Not to Sue. Fuller agrees not to file a lawsuit asserting any claims that are released in this Agreement, and he waives the right to recover in any suit or other proceeding brought on his behalf. Should Fuller breach this Agreement by filing a lawsuit against any of the Released Parties based on claims he has released, except for any challenge of Fuller's release of his claim under the Age Discrimination in Employment Act, to the extent that such law applies, Fuller hereby agrees to pay for all costs incurred by the Released Parties in defending against such claim(s), including reasonable attorney's fees.

5. Return of Company Property. As a condition of payment under this Agreement, Fuller will return any and all things in Fuller's possession or control belonging to Southern Seminary or relating to Southern Seminary including but not limited to all office keys, pagers or phones, computers, correspondence, reports, documents and files in any format, whether paper or electronic. In addition, Fuller will provide Southern Seminary with all passwords for software/hardware used by Fuller for Southern Seminary business.

6. Cooperation. The parties agree that certain matters in which Fuller has been involved during his employment may necessitate Fuller's continued cooperation with Southern Seminary in the future, including completion of student grades and other administrative matters attendant to completing an academic semester. Accordingly, for a period of ninety (90) days following the Separation Date, to the extent reasonably requested by Southern Seminary, Fuller shall cooperate with and assist Southern Seminary in connection with matters arising out of Fuller's work as a faculty member for Southern Seminary.

7. Confidentiality. Fuller agrees that he will keep the terms, conditions and existence of this Agreement confidential and will not disclose, divulge or publish such information to anyone, unless required by law. Fuller agrees that he may discuss such matters only with his attorney and his accountant or tax preparer. To the extent Fuller is permitted to disclose and does disclose such information, he agrees to require that the person receiving such information shall maintain its confidentiality. This provision does not prevent Fuller from complying with a validly issued subpoena or from participating in a formal investigation by a federal, state, or local governmental agency.

8. Non-Disparagement. Fuller agrees that he will not at any time before or after the execution of this Agreement directly (or through any other person or entity) make any public or private statements (whether oral or in writing) that are derogatory or damaging to Southern Seminary, or any of its administration, faculty or staff, except as required in response to a subpoena, court order, or other legal compulsion or in connection with a formal investigation by a federal, state, or local governmental entity; and that his conduct will not be such as to in any way bring Southern Seminary, its administration, faculty or staff into disrepute either within its faculty, staff or student body, or with the general public.

9. Non-Admission. It is understood and agreed that this Agreement does not and shall not constitute an admission by the Released Parties of any violation of any law or right of Fuller.

10. Voluntariness. Fuller understands that this Agreement includes a complete waiver of claims and states that he has read this Agreement including the full release of claims and fully understands its terms and is voluntarily entering into this Agreement knowingly of his own free will.

11. Revocation Period. Fuller acknowledges that he has seven days after his execution of this Agreement to revoke it (the "Revocation Period"). If Fuller desires to revoke this Agreement after execution, Fuller must notify Southern Seminary in writing on or before 11:59 p.m. on the seventh day after his execution of this Agreement. This Agreement shall not become effective or enforceable, and the consideration described above shall not be payable, until the Revocation Period described in this Paragraph has expired without a revocation.

12. ADEA Rights. Fuller understands that this Agreement includes a complete waiver of claims, including but not limited to claims under the Age Discrimination in Employment Act of 1967, as amended. Fuller specifically acknowledges the following:

- (a) He has read this Agreement including the full release of claims;
- (b) This Agreement and the full release of claims are written in a manner he can understand, and he fully understands this Agreement and the full release of claims;
- (c) He is voluntarily entering into this Agreement knowingly of his own free will;

- (d) The waiver specifically refers to rights or claims arising under the Age Discrimination in Employment Act of 1967, as amended;
- (e) He has not waived any rights arising after the date that he executes this Agreement;
- (f) The payments and other consideration provided by this Agreement are in addition to anything of value to which he is already entitled;
- (g) He has been advised in writing to consult with an attorney prior to executing this Agreement and has had an opportunity to review this Agreement with an attorney;
- (h) He has been given a period of forty-five (45) days to consider this Agreement;
- (i) The Agreement provides him with a period of seven (7) days to revoke the Agreement after signature;
- (j) The Agreement will not become effective until the eighth day following its execution by him; and
- (k) He has read and understands the information on Exhibit A to this Agreement, which is information required to be provided by the Age Discrimination in Employment Act of 1967, as amended.

If Fuller signs the Agreement prior to the expiration of the forty-five (45) days given to him within which to consider this Agreement, he does so voluntarily and of his own free will.

13. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter and supersedes all other oral or written promises or representations.

14. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions. Should this Agreement and Release be held invalid or unenforceable (in whole or in part) with respect to any particular provisions, claims or circumstances, it shall remain fully valid and enforceable as to all other provisions, claims and circumstances.

15. Choice of Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky, except where specifically preempted by federal law.

16. Counterparts. This Agreement may be executed in several counterparts, each and every one of which may be treated as an original.

Russell Fuller

Date

R. Craig Parker

The Southern Baptist Theological Seminary

By: *R. Craig Parker*

Its: *Sr. VP, Institutional Admin.*

April 21, 2020

Date