

July 22, 2015

Ms. Coty Richardson

RE: Employment with NCU

Dear Coty:

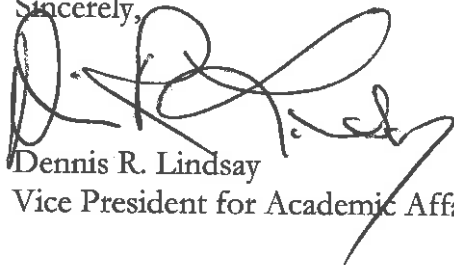
I have read and considered your letter to me of July 14, 2015. Based upon the letter, I am still concerned that you do not understand our concerns that have led to this discussion.

Our focus is maintaining an institution which reflects its core values based upon the Christian faith. Those core values do not allow for the lifestyle which you have chosen and, based upon your letter, intend to continue. I have tried to be clear with you that sexual relations outside of marriage is contrary to the University's core values. Despite your statements, it is known within the University, both to faculty and to students, that you are a single mother and your pregnancy would result in a very demonstrative violation of that core value. I understand your desire to keep your private life private. However, your actions have resulted in that not being possible.

As a result, we will not be able to engage you as an employee at the University at any level. We are prepared to offer you a separation package in the form of payments equal to your current monthly gross pay and 90% of your medical insurance premium for a period of five months (from August 15) to assist you financially and give you an opportunity to find other employment. However, this offer is contingent upon your agreement to the terms of the enclosed Separation Agreement.

Regardless of your decision to sign the Separation Agreement please understand that your employment with NCU is now at an end.

Sincerely,



Dennis R. Lindsay

Vice President for Academic Affairs and Dean of the Faculty

cc. Joseph Womack, Gene DeYoung

SEPARATION AGREEMENT

EFFECTIVE

BETWEEN: Northwest Christian University ("NCU")

AND: Coty Richardson ("Richardson")

DATE: July 24, 2015

RECITALS

- A. Richardson has been employed by NCU.
- B. NCU has decided to terminate Richardson's employment with NCU.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, provisions, covenants and conditions contained herein, the parties hereto agree as follows:

1. **Termination of Employment.** Richardson's employment with NCU is terminated effective as of July 24, 2015 (the "Effective Date").

2. **Payments.** NCU shall pay Richardson the sum of \$2,917.00 per month beginning the __1st__ day of _September_____, 2015, and ending the __1st__ day of __January_____, 2016. NCU will also pay 90% of Richardson's COBRA medical insurance premium throughout this same time period. (Richardson must return the required enrollment paperwork to Polestar to receive this benefit). Richardson acknowledges these payment are in excess of any sums due her from NCU.

3. **Company Property.** Richardson hereby agrees that she shall return all Company property, including, but not limited to, all computer hardware, software, diskettes and files, video tapes, audio cassettes or other recorded materials, all keys, bank or credit cards, codes, equipment, and all business records, papers and documents kept or made by her relating to the business of NCU and its subsidiaries and affiliates. In addition, Richardson agrees that she shall not retain any copies of any of the items referred to in this Section 3.

4. **Confidential Information.** Richardson agrees to hold in confidence and to

not use, disclose, divulge or communicate, either directly or indirectly, to any other person, firm or corporation in any manner whatsoever directly or indirectly, any Confidential Information she obtained or created during her employment with NCU, except with prior written authorization from NCU. As used in this Agreement, the term "*Confidential Information*" means (i) proprietary information of NCU; (ii) information about NCU's or any of its affiliates or subsidiaries, its activities, plans, clients, customers, business relations, manner of operation, processes, or other data, which is not generally known to the public; or (iii) information marked or designated by NCU as confidential; *provided, however*, that the term "Confidential Information" shall not include information which is or becomes a matter of public knowledge (provided that Richardson is not responsible, directly or indirectly, for such Confidential Information becoming a matter of public knowledge). Confidential Information may be verbal, written, on computer diskette, video tape, audio cassette, or in any other form.

5. **No Disparaging Remarks.** Richardson agrees she shall not, nor will he authorize or encourage others, to make any comment that is derogatory in nature about NCU or any of its subsidiaries, affiliates, directors, officers, employers or agents.

6. **Confidentiality.** Richardson agrees that the existence, nature and terms of this Agreement shall be confidential and that she nor any of her agents shall disclose to any third party the existence, nature or terms of this Agreement except to her professional advisors or upon order of any Court of competent jurisdiction.

7. **General Release.** Richardson hereby releases and forever discharges NCU, its subsidiaries and affiliates, including both current and future, and each of their respective directors, officers, employees, and agents, from any and all claims, actions and causes of action that Richardson may have, or in the future may possess, arising out of Richardson's employment relationship with NCU and the termination of such relationship or service, including, without limitation, any claims arising under any federal, state or local statute or ordinance.

8. **Modification.** This Agreement may be amended or modified only by an instrument in writing executed by all the parties.

9. **Taxes.** Richardson agrees that payments provided for under this Agreement may be subject to applicable legal requirements with respect to the withholding of taxes.

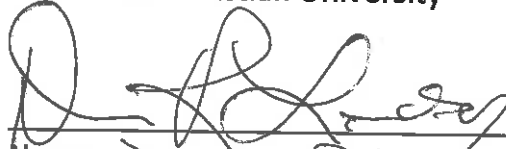
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of both parties hereto with respect to, and supersedes all prior agreements and understandings concerning, the matters covered herein.

11. **Governing Law; Venue.** This Agreement is to be governed by, and interpreted in accordance with, the laws of the State of Oregon. Venue shall be in Lane County, Oregon.

12. **Attorney Fees.** In the event of any controversy or claim arising out of or relating to this Agreement, including, but not limited to, any claim relating to the validity, interpretation, enforceability or breach of this Agreement, the party that a court of competent jurisdiction concludes is at fault shall pay all costs and attorney fees for both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Northwest Christian University



Name: DENNIS R LINDSAY
Title: VICE PRESIDENT FOR ACAD. AFFAIRS
Dated: 7/24/2013

ACCEPTED AND AGREED:

Coty Richardson

Dated: