
**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL BOARD MEETING**

4:30 p.m., Monday, September 27, 2021 – Dankert Board Room

Meeting Recording can be viewed at <https://www.youtube.com/watch?v=v1crewlOr1g>

STAFF ATTENDANCE

Kim Krull	Heather Rinkenbaugh
Tom Nevill	Terry Sader (Z)
Bill Rinkenbaugh	Lynn Umholtz
Bill Young	Caleb Ediger
Shelley Stultz	Miles Erpelding
Kent Williams	Josh Lebeda
Jessica Ohman (Z)	Walter Thorpe
Julio Guerrero	Alex Thorpe
Matt Jacobs	Ray Connell
Heather VanDever	

BOARD ATTENDANCE

Mary Martha Good
Doug Law
Forrest Rhodes
Lance Lechtenberg
Julie Winslow
Jim Howell (Z)
Shelby Smith

**(Z) denotes attendance via Zoom*

GUESTS

Natalie Ewy	Cameron Stouky	Chalese Slate
Joseph Slate	Sarah New	Michael Wiseman
Elizabeth Wiseman	Lea Atkinson	George Kamau
Larry Buell	Hallie Yeubanks	Rebecca Lingy
John Laffen	Marci Laffen	Jordan Weseloh
Cathy Yeubanks		

CALL TO ORDER

Chair Lechtenberg called the special meeting of the Board of Trustees to order at 4:30 p.m.

PLEDGE OF ALLEGIANCE**APPROVAL OF AGENDA**

Trustee Rhodes moved to approve the agenda as presented. Trustee Smith seconded. Heather Rinkenbaugh called a roll call vote and the motion passed unanimously.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

Chair Lechtenberg opened the meeting noting Dr. Krull would be clarifying information heard at the September 14 board meeting as it related to vaccination requirements within the nursing department.

Dr. Krull acknowledged there had been confusion at the previous meeting about vaccination requirements and noted Ascension had provided additional information since that meeting. Caleb Ediger was introduced to provide the latest information from Ascension and how clinical partnership expectations are managed.

Caleb Ediger reported that Ascension originally announced a COVID-19 vaccine mandate that would apply to their employees as well as all affiliated partners; then most recently communicated they would allow affiliated partners to manage specific exemptions for the remainder of the semester.

Butler has a multi-year affiliation agreement with each clinical site, and in those agreements, agrees to follow the strictest standards. Per policy and for accreditation by the American Association of Critical-Care Nurses (AACN), the strictest standards are followed which allows students to attend any clinical site. The only clinical site offering the mental health rotation is Ascension, which means all nursing students must go to that site for that rotation.

Dr. Krull explained clinical vaccination requirements for fall nursing students had not included the COVID-19 vaccination due to various factors. Because of different requirements amongst various nursing student classes, and new requirements being announced this fall there has been significant challenges in administering strictest standards.

College presidents were polled to determine how vaccination requirements within nursing clinicals were being managed and the results differed, as they were found to be complying with their local clinical site requirements.

Should Butler grant specific vaccination exemptions those students may be required to practice additional safety precautions through social distancing, personal protective equipment and regular COVID-19 testing. Ascension's deadline to receive approved exemptions is November 12.

Trustee Winslow asked if the Ascension agreement would be sent to nursing students and Dr. Krull responded they likely would receive that information along with other related materials.

Butler will offer exemptions for contra-indicated medical conditions and religious beliefs. In order to meet Ascension's November 12 deadline to receive approved exemptions, faculty and administration will meet to develop exemption guidelines for both, which will then be reviewed by counsel. The goal is to distribute those guidelines as quickly as possible.

Should students decide not to complete the exemption process, there will be an option for students to step away from the program and receive a refund of their semester's tuition. They would then have up to two years to reapply without having to recertify and without losing their earned credits.

Faculty must comply with the same standards as students and therefore would be eligible to apply for a vaccination exemption. Contractual obligations are still being discussed should a faculty member choose not to apply.

Ray Connell noted the exemption form will clearly advise the student that risk is involved in not being immunized and with that understanding they are releasing the college and the Kansas Department of Health and Environment for any liability should they become ill or unable to finish the program.

Trustee Smith asked if the college is already protected from liability when nursing students apply since the hospital setting is inherently a risk to one's health. Mr. Connell confirmed there was language in place in the application process.

Chair Lechtenberg reiterated that students should understand if a clinical site changes their requirements, an exemption granted now may no longer be valid as Butler would not have any control over decisions made at the clinical site level.

Mr. Connell reaffirmed that by contract Butler is a guest under certain conditions at those sites and if they change the conditions Butler must honor them.

January students applying for the nursing program will have the COVID-19 vaccination included on the list of required vaccinations.

Trustee Winslow asked how students who have strong immunity might be awarded an exemption under the proposed exemption policy.

Mr. Ediger indicated those applying for a medical exemption could have a doctor sign the exemption noting COVID-19 immunity and those exemptions would be honored.

Trustee Winslow then asked if there would be an opportunity to move students around in order for them to meet their various clinical criterion.

Mr. Ediger indicated it wasn't typical practice due to clinical site availability, scheduling and the significant number of students; however, they would consider it on a case-by-case basis. Requests for those accommodations may be made to lead faculty.

Trustee Winslow expressed concern with nursing students being uncomfortable in making signed statements for fear of reprisal.

Trustee Smith requested that faculty try to accommodate student requests whenever possible.

Trustee Rhodes asked whether Ascension was providing any framework on what constitutes an acceptable medical or religious exemption, and whether there is an exemption for moral objection.

Mr. Ediger noted that at this time Ascension has only suggested they would accept a medical and religious exemption. Dr. Krull noted specific wording from Ascension confirming only a medical and religious exemption at this time. Faculty is working with other professional colleagues across the state to identify develop language for counsel to review.

Mr. Connell confirmed Trustee Winslow's inquiry whether Kansas statute provides only a medical and religious exemption. At this point, religious exemptions may not require further documentation but medical exemptions will require medical practitioner or provider confirmation.

Trustee Winslow asked once exemptions are granted whether they will have to be issued after a period of time.

Mr. Ediger noted that while the policy hasn't been finalized, it is anticipated the exemption would expired at the end of each academic year. Mr. Connell noted an unrelated medical exemption for a current student was being reviewed and if the physician statement for that exemption is broad enough to cover COVID-10 and whether Ascension will accept it.

Trustee Smith asked if a Board action item could be added to the October meeting to establish the exemption policy.

Dr. Krull noted that because the standards are being dictated at the clinical site level, a policy wouldn't be enforceable should those standards change. Vaccinations for students, faculty at staff at the institutional level are not required unless there is a change in state or federal law.

Trustee Good encouraged students to come forward personally with any comments and concerns.

Trustee Rhodes clarified that exemptions for religious beliefs would not necessarily be granted without further inquiry but that would be up to and part of operational guidelines.

Mr. Ediger indicated there are two questions on the religious exemption form that applicants will need to answer.

Trustee Winslow asked if there might be a virtual option for clinical rotation.

Mr. Ediger indicated while there had been a virtual option during the early state of COVID-19, it was not in the best interest of the student.

Trustee Winslow asked who would be responsible for granting exemptions.

Mr. Ediger noted he would like them to be approved by lead faculty, the chair and him.

Trustee Law asked whether there would be an appeal process.

Trustee Good asked whether Prairie View would be an option for the mental health rotation.

Mr. Ediger suggested Prairie View has been an option in the past but it doesn't offer as robust an experience and there is not active contract at present.

Chair Lechtenberg indicated that any vaccine policy will be dependent upon what federal law may be enacted over the next few months.

Trustee Law asked if it was typical for a medical institution to pass the exemption guidance to an academic setting instead of dictating it at the medical institution level.

Mr. Ediger noted it was unexpected and other local and national academic institutions were being challenged by the decision.

Trustee Law asked if the Board would be revisiting the exemptions as decisions are made.

Trustee Winslow suggested the Board should review any exemption that was denied.

Chair Lechtenberg noted that was not the Board's role.

Trustee Law suggested their needed to be an appeal process.

Mr. Connell asked all students to bring any issues to the president or the Board Chair and not to individual members because as the Board acts as a whole and not individually.

Trustee Winslow expressed concern that some members of the Board do not have vision to the emails received and therefore encourages students to contact her directly.

Mr. Connell advised Trustee Winslow as an individual member of the Board that she does not have authority to answer for the Board and that should any Board members receive communication from any student that it be shared with the president or the Board Chair so any issue may be addressed.

Trustee Smith stated that as a publicly elected official he was not under any obligation to deny someone who wishes to speak to him.

Chair Lechtenberg noted the Board makes decisions as a whole, and an individual Board member may not act or operate independently.

Chair Lechtenberg indicated he received written, anonymous, and undated notifications he would distribute to members following the meeting. Typically, during a Public Comment session, the Board would request the name and contact information for those submitting statements.

BOARD ACTION ITEMS

Symmetry Settlement Agreement – At the September 14 Board meeting, administration recommended the Board approve Symmetry Energy’s settlement offer for extraordinary natural gas charges from the February 2021 extreme weather event. No action was taken because of developments within the Kansas Attorney General’s office. The Board asked that Mr. Connell assess whether the Attorney General’s involvement should be considered in the request to accept the settlement offer.

Mr. Connell informed the Board that the Attorney General’s inquiry was for residents under the Consumer Protection Law and the college, as a quasi-municipal corporation would not qualify in any potential resolution.

Trustee Smith moved to accept the Symmetry Settlement Agreement as negotiated. Trustee Winslow seconded. Heather Rinkenbaugh called a roll call vote and the motion passed unanimously.

EXECUTION COPY

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into as of this 1st day of September, 2021 (the “Effective Date”), by and between **SYMMETRY ENERGY SOLUTIONS, LLC**, a Delaware limited liability company (“Symmetry”), **KANSAS JOINT UTILITY MANAGEMENT PROGRAM** (“KJUMP”), and KJUMP Participating Schools. Symmetry, KJUMP, and Participating Schools are collectively referred to as the “Participating Schools.” Symmetry and KJUMP are collectively referred to as “The Parties.”

RECITALS

A. The Parties are parties to a contract pursuant to which KJUMP buys natural gas from Symmetry. The contract entered into by the Parties pursuant to an Energy Services Agreement dated August 16, 1999 and Natural Gas Sales Contract dated June 6, 2002, as amended by the Natural Gas Sales Agreement dated March 2, 2006, which consists of various transaction confirmations dated in May and June 2019 (“Transaction Confirmations”) (collectively, the “Contract”). The Contract is attached hereto as Exhibit C.

B. Symmetry billed the Participating Schools in the amount of \$8,400,066.73 for Natural Gas Sales (“NGS”) and “related charges,” and sent invoices to individual Participating Schools (the “February 2021 Invoices”). The NGS portion of the February 2021 Invoices is \$7,162,363.98. Symmetry confirms that no penalty charges from local distribution companies or any other entity are included in the “related charges.”

C. The Participating Schools have paid Symmetry \$3,526,308.05 with respect to the February 2021 Invoices, leaving an unpaid amount of \$4,873,758.68 (the “Balance”), which KJUMP and the Participating Schools dispute they owe under the Contract.

D. Symmetry and KJUMP, for itself and on behalf of all its Participating Schools, enter into this Agreement to resolve fully and finally all claims that KJUMP or the Participating Schools may have against Symmetry related to the February 2021 Invoices or Symmetry’s sale of natural gas and natural gas services provided in February 2021. This Agreement is intended to forever discharge and extinguish all claims and causes of action that the Parties have against each other relating to the February 2021 Invoices or Symmetry’s sale of natural gas in February 2021.

E. The Parties acknowledge that this Agreement constitutes a settlement of the dispute and is not an admission of liability of any signatory.

NOW THEREFORE, for and in consideration of the above Recitals, which are not mere Recitals and which are a material part hereof, and in consideration of the mutual promises set forth below, the Parties agree as follows:

1. **Settlement Payment.** In consideration of the Release set forth in Section 2, Symmetry will (a) agree, subject to the adjustment referenced below, to discount the amount billed for NGS in the February 2021 Invoices by a material amount equal to \$3,581,181.99, and (b) accordingly accept payment of \$1,983,194.25 (the "Settlement Payment") from (140) Participating Schools that have a balance due as full payment of the Balance, and (c) on or before October 15, 2021, issue credits to (42) Participating Schools who have already paid more than their share of the settlement payment in the amount of \$690,617.56, subject to the adjustment referenced below (the "Settlement Credit"). Symmetry is willing to make this accommodation, and offer this significant discount, in recognition of the educational status of the Participating Schools, their role in the community, the length of the Parties' relationship and the distinct nature of the KJUMP Contract. This Agreement is contingent on Symmetry's receipt of at least 75% of the Settlement Payment (\$1,487,395.68) by September 22, 2021. Should such amount not be received by Symmetry on or before such deadline, this Agreement is null and void as to KJUMP and all Participating Schools. Any amount of the Settlement Payment not received by September 30, 2021 will be deducted (pro-rata) from the Settlement Credit to be paid to Participating Schools. Any Participating School that fails to remit its outstanding settlement obligation to Symmetry by September 30, 2021, as reflected in revised invoices that Symmetry shall issue pursuant to this Section, shall forfeit all rights under this Agreement, and agrees to full payment of its pre-discount individual past due balance.

February 2021 Invoice Amount (total of NGS and applicable other utility charges)	\$8,400,066.73
NGS Discount	– \$3,581,181.99
Balance after NGS Discount	\$4,818,884.74

Amount received (as of August 12, 2021)	– \$3,526,308.05
Balance Due	\$1,292,576.69
Settlement Payment	\$1,983,194.25
Settlement Credit (Unadjusted)	-\$690,617.56

2. **Release.** In consideration of the discount set forth in Section 1 above, the sufficiency of which is hereby acknowledged, KJUMP, each of the Participating Schools, and each of their respective agents, successors, assigns, heirs, executors and administrators, (hereinafter collectively referred to as "Releasers") hereby fully release and forever discharge Symmetry and all subsidiary and affiliated companies of Symmetry, and all of their respective directors, officers, employees, agents, successors, assigns, heirs, executors and administrators, insurers, co-insurers, reinsurers, insurance brokers, and all other related persons or entities, past, present, and future (hereinafter collectively referred to as "Releasees") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, warranties, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or equity, that any

Releasor has, possesses, and asserts, or that any Releasor may have, possess or assert, at any point in time, against any of the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas to KJUMP in February 2021. This release shall cover and include, but shall not be limited to, any claims asserted on behalf of one or more putative classes in the putative class action complaints described in Section 3 below or in any other related or similar class action suit, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a parens patriae action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations. It is the intent of the Releasors that this Agreement irrevocably bars any claims of any kind or manner that can or may be asserted by Releasors against the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided to KJUMP in February 2021. This release is immediately effective upon full execution of this Settlement Agreement by the Parties.

3. Notice of Class Action Litigation. Symmetry has made KJUMP and the Participating Schools aware through Exhibits A and B to this Agreement of two putative class action complaints filed in Texas, related to Symmetry's sale of natural gas: (i) Certified Roses Inc., et al. v. Symmetry Energy Solutions, LLC, Case No. 2:21-cv-133 (E.D. Tex., filed Apr. 15, 2021) (the "Certified Roses Action") and (ii) Quasar TMC Morgan, Ltd., et al. v. Symmetry Energy Solutions, LLC, Case No. 2021-27527 (filed May 7, 2021) (the "Quasar Action") (collectively, the "Lawsuits"). KJUMP and the Participating Schools, acknowledge receipt of Exhibits A and B to this Agreement, namely the two Notices of Class Action Litigation Related to Symmetry's Sale of Natural Gas in February 2021, providing additional information and details regarding the Lawsuits, the claims brought and the relief sought, and ways to learn more about the Lawsuits. By entering into this Agreement, KJUMP and the Participating Schools, are waiving the right to participate in the Lawsuits or any other class or consolidated proceeding, known or unknown, against Symmetry for any alleged harms caused by or related to Symmetry's sale of natural gas or natural gas services provided in February 2021. KJUMP and the Participating Schools, are aware that they are waiving the right to seek the relief sought in the Lawsuits or any other form of monetary damages or judicial relief by entering into this Agreement. KJUMP and the Participating Schools acknowledge that persons who choose to join the Lawsuits may receive more, less, or different relief than that provided to KJUMP and the Participating Schools under the terms of this Agreement. With knowledge of the foregoing, KJUMP and the Participating Schools, have chosen the benefits of this Agreement over any benefits that might be available through participation in the Lawsuits.

4. Waiver of Class Action Participation. KJUMP, on its own behalf and on behalf of the Participating Schools, hereby waives any right to participate in any class action lawsuit relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021, including the Lawsuits described in Section 3 above. In addition, if a class is certified in any such

lawsuit, including the Lawsuits described in Section 3 above, relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided in February 2021 and KJUMP and the Participating Schools are included within the scope of the class, KJUMP and the Participating Schools, agrees to opt out of that class within the time allotted to do so.

5. **Confidentiality.** The terms of this Agreement shall be treated as confidential to the fullest extent possible consistent with given the legal obligations of the Parties. Nothing in this confidentiality provision shall prohibit or limit the Parties from disclosing the terms of this Settlement Agreement to necessary employees charged with negotiating, implementing, and enforcing this Agreement; their accountants and attorneys; their officers and directors; the boards of each Participating School; and as otherwise required by law, including any applicable open records or freedom of information statutes. The Parties may also disclose to any third parties, courts or tribunals the fact that Symmetry and KJUMP have entered into an agreement to resolve all issues between them related to the February 2021 Invoices and Symmetry's sale of natural gas or natural gas services provided in February 2021. Symmetry may also disclose the content and terms of this Settlement Agreement to the extent necessary to the defense or settlement of the Certified Roses Action, Quasar Action or any other class action or consolidated or representative proceeding related to Symmetry's sale of natural gas in February 2021, and to any government entities, agencies, or regulatory authorities. This provision is a material term and is essential consideration for entering into this Settlement Agreement. Disclosure of information pertaining to this Settlement Agreement, except where provided for under the specific conditions described herein, shall be considered a material breach of this Settlement Agreement. KJUMP and each Participating School acknowledges that compliance with this Confidentiality section is material to Symmetry entering into this Settlement Agreement, and each Participating School further agrees that it will be obligated to repay the discount from the February 2021 Invoices set forth in Section 1 if any such Participating School breaches the obligations set forth in this Section.

6. **Indemnification.** KJUMP and each Participating School agrees that indemnification of any applicable penalties related to Symmetry's sale of natural gas in February 2021 shall be governed by Section 6 of the General Terms and Conditions. A copy of the Contract is attached hereto as Exhibit C.

7. **Utility Fees.** KJUMP and the Participating Schools agree and acknowledge that the Transport Pass-Through Fee on the February 2021 Invoices are fees that are charged and calculated by the utility and are consolidated on Symmetry's invoices to KJUMP every month in the normal course of business, that Symmetry did not calculate the Transport Pass-Through Fees on the February 2021 Invoices, and that such fees are not penalties as set forth in Section 6 of this Agreement and Section 6 of the Contract.

8. **KJUMP's Right to Independent Advice.** KJUMP and the Participating Schools acknowledge that the decision whether or not to enter into this Agreement is entirely voluntary on the part of KJUMP and the Participating Schools. KJUMP and the Participating Schools further acknowledge that Symmetry has informed KJUMP and the Participating Schools that it cannot give KJUMP or any of the Participating Schools legal advice. Symmetry has also informed KJUMP and the Participating Schools of their right to consult with legal counsel, and KJUMP and the Participating Schools acknowledge that they have had adequate time to do so before executing this Agreement.

9. **Taxes.** KJUMP and the Participating Schools agrees that all tax liability which may result from the payment of money as set forth herein rests with KJUMP and the Participating Schools alone. KJUMP and the Participating Schools expressly acknowledge that they have had the opportunity to consult, if they so desire, with a tax adviser of their choosing prior to the signing of this Settlement Agreement.

10. **Governing Law and Dispute Resolution.** This Agreement is to be construed and governed by the laws of the State of Kansas, exclusive of its choice of law rules. In the event of any dispute or claim arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes or claims, including as to arbitrability, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. As the procedure for arbitration, Symmetry shall first propose to KJUMP three potential arbitrators from AAA within fifteen (15) days' notification of a dispute. If KJUMP rejects all of Symmetry's proposed arbitrators, KJUMP may propose within fifteen (15) days of being notified of Symmetry's choices three (3) additional potential arbitrators. Symmetry shall then have fifteen (15) days to accept or reject KJUMP's proposed arbitrator choices. If the Parties cannot agree on an arbitrator following this procedure, AAA will select the arbitrator. The substantially prevailing party in such arbitration shall be entitled to an award of attorney's fees and costs. The arbitration venue shall be seated in Kansas City, Kansas. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. **No Admission of Liability or Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by any Party of liability to the other. Nothing contained herein shall constitute an adjudication or finding on the merits as to any obligation or liability of any Party.

12. **Warranties of the Parties.** Each Party represents and warrants to the other that it now possesses, and that it has not assigned to any other person or entity, the claims against the other Party that it is releasing herein. Each Party also represents and warrants that its representative who signs this Settlement Agreement is duly authorized to bind it (and, in the case of KJUMP, to bind each of the Participating Schools) to the terms of this Settlement Agreement.

13. **Binding Effect.** All of the obligations, terms, provisions, and releases set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

14. **Amendment.** This Agreement may not be waived, changed, amended, modified, or otherwise altered except in writing executed by the Party against which such amendment, modification, alteration, or waiver is sought to be enforced.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior discussions, negotiations, and communications concerning the subject matter hereof are deemed merged herein.

16. **Section Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of the Settlement Agreement.

17. **Severability.** If any part of this Agreement is determined to be unenforceable under any law whatsoever, the remaining parts of the Agreement shall be given full effect. The Parties agree that if any portion of the Agreement or the Agreement in whole are found unenforceable under any law whatsoever, the Parties will execute and deliver such additional documents as may be convenient or necessary for the purpose of effectuating settlement and release of claims as set forth above.

18. **Counterpart Execution.** This Agreement may be executed in counterparts and facsimile or electronic signatures shall have the same force and effect as original signatures.

19. **Public Statement.** At Symmetry's option, KJUMP agrees to make a public statement regarding the resolution of the Participating Schools', or most of the Participating Schools', disputes with Symmetry, acknowledging Symmetry's good faith efforts and significant accommodation of the Schools' interests, the distinct nature of the KJUMP Contract, and any other matters reasonably requested by Symmetry.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates specified below.

SYMMETRY ENERGY SOLUTIONS, LLC

By: DocuSigned by:
Brian Harrison
D25AC9D48AEE4EC...

Date: 8/16/2021

Printed Name: Brian Harrison

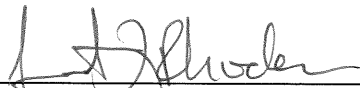
Title: VP, Sales & Origination

Deferred Maintenance and Renovation Projects – During the August meeting the Board agreed to bundle the deferred maintenance and renovation projects and use a Construction Manager at Risk (CMR). Administration recommends Simpson Construction as CMR and Gravity Works as Architect.

Trustee Good moved to approve Simpson Construction as CMR and Gravity Works as Architect. Trustee Law seconded. Heather Rinkenbaugh called a roll call vote and the motion passed unanimously.

ADJOURNMENT

Trustee Law moved that the board meeting be adjourned. Trustee Good seconded. The meeting of September 27, 2021 was adjourned at 5:34 p.m.



Forrest Rhodes - Secretary