

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

October 19, 2021



Location:

**Lincoln Trail College
11220 State Highway
Robinson, IL 62454**

Join Zoom Meeting

<https://zoom.us/j/94469772877>

Meeting ID: 944 6977 2877

Dial in number: 312 626 6799

Dinner & Meeting – 6:15 p.m. – LOCATION

The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

**Illinois Eastern Community Colleges
Board Agenda**

**October 19, 2021
6:15 p.m.
Lincoln Trail College
Lincoln Room**

Join Zoom Meeting
<https://zoom.us/j/94469772877>
Meeting ID: 944 6977 2877
Dial in number: 312 626 6799

1. Call to Order & Roll CallChairman Carter
2. Disposition of Minutes Chancellor Gower
3. Recognition of Visitors and GuestsPresident Atallah
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet
6. Policy First Reading (and Possible Approval)Gower
 - A. Policy 100.36 Sex Offender Registration
 - B. Policy 500.8 Student Conduct
 - C. Policy 100.15 Tobacco/Smoke Free Campus
 - D. Policy 500.20 Academic Standing
7. Policy Second ReadingGower
 - A. None
8. Staff Recommendations for Approval
 - A. Memorandum of Understanding WVC Small World/WADI.....Gower

- B. 403(b) Plan Amendment 2021Gower
- C. Resolution Establishing Tax Levy HearingGower
- D. 2021 Estimated Tax Levy ResolutionGower
- E. Resolution Authorizing Approval of 2020 Newton Station SettlementGower

- F. Affiliation AgreementsGower
 - IECC Standard Agreement- Burge House/ Harsha Behavioral Center/ Helia Healthcare/ Jasper Co. Health Department/ ProRehab/ Providence Medical Group/ Richland Co. Health Department/ Richland Nursing & Rehab/ Rachel A. Winters, M.D.
 - Non-Standard Affiliation Agreements- Lawrence Co. Memorial Hospital/ Encompass Health Deaconess Rehabilitation Hospital/ Select Rehab/ St. Anthony’s Memorial Hospital/ Union Hospital

- 9. Bid Committee Report.....Gower
 - A. WVC Former Pool Remodeling Project
 - B. (2) Nursing Simulator Manikins for WVC’s Physical Therapy Assistant Program

- 10. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins

- 11. Executive Session.....Gower

- 12. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes.....Gower
 - B. Audio Executive Session MinutesGower

- 13. Approval of Personnel ReportGower

- 14. Collective Bargaining.....Gower

- 15. LitigationGower

- 16. Other Items

- 17. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Lincoln Trail College, , Robinson, Illinois, Tuesday, October 19, 2021.

AGENDA #1 – “Call to Order & Roll Call” – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Secretary to call the roll.

Roll Call: The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present:

John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, Barbara Shimer, Brady Waldrop. Absent was Sania Borum, student trustee. Trustees absent: Jan Ridgely. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(Note: In accordance with Board of Trustees Policy No. 100.4, the student trustee shall have an advisory vote, to be recorded in the Board Minutes. The advisory vote may not be counted in declaring a motion to have passed or failed.)

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College.

Zahi Atallah, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Andrea McDowell, Director of Human Resources.

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, September 21, 2021 were presented for disposition.

Board Action to Approve Minutes: Trustee Henager made a motion to approve minutes of the September 21, 2021 meeting as prepared. Trustee Shimer seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken, and the Chair declared the “Ayes” have it and the motion carried.

AGENDA #3 – “Recognition of Visitors & Guests” –

#3-A. Visitors & Guests: Visitors & guests present were recognized, including college staff members.

#3-B. IECEA Representative: IECC faculty member Andrew King was recognized.

AGENDA #4 – “Public Comment” – None

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Trustee Shimer reported on the high number of her high school alumni who expressed appreciation for the educational benefits they received at Lincoln Trail College.

#5-B. Report from Chancellor: Chancellor Gower reviewed current issues facing the District, including the impact of restrictions on the District by the Covid 19 Pandemic. He also discussed the enrollment management efforts and Andrea Loll reported on enrollment management progress district wide to date and plans yet to be implemented.

#5-C. Report from Presidents: Reports were presented from each of the colleges.

#5-D. Report from Cabinet: None.

AGENDA #6 – “Policy First Readings (and Possible Approval)” – The following revised policies were presented for approval:

Policy 100.36 Sex Offender Registration

BOARD OF TRUSTEES – 100

Sex Offender Registration (100.36)

Date Adopted: August 15, 2017

Revised: October 19, 2021 (Pending Board Approval)

IECC is dedicated to ensuring the safety of its students and employees in compliance with federal law, the Campus Sex Crimes Prevention Act, and state law, the Illinois Sex Offender Registration Act, [730 ILCS 150/3](#), which requires ~~students and employees~~ sex offenders or sexual predators to register, within three days, at the College or University in which they attend or are employed. The purpose of this Policy and corresponding procedure is to ~~outline~~ **document** IECC’s registration requirements for students or employees who are convicted sex offenders or sexual predators, and who are required to register as such, pursuant to these

~~Illinois Sex Offender Registration Acts. Due to the presence of minors, IECC has the right to limit access by sex offenders to courses, programs, and areas on campus.~~

~~Within three days of enrollment, admittance, or employment at IECC, or upon the conviction of a sexual offense that requires registration pursuant to the Illinois Sex Offender Registration Act, any student or employee that is required to register as a sex offender pursuant to the Illinois Sex Offender Registration must register with the Assistant Dean of Student Services at the College of attendance or the IECC Human Resources Department at the District Office (if an employee).~~

IECC requires convicted students to register as a sex offender/predator in Student Services upon enrollment/admittance to college. Students who neglect to self-identify by the third day of beginning school (or within 3 days of a sexual offense conviction that requires registration) may be subject to immediate expulsion. ~~Any student or~~ Employees who fails to register with Human Resources ~~the appropriate District official~~ within three days of ~~enrollment, admittance,~~ employment, or conviction, as required by the Acts, will be subject to ~~immediate expulsion from the College or~~ dismissal from employment ~~with the District.~~

The Campus Sex Crimes Prevention Act also requires institutions of higher education to issue a statement advising the campus community where to obtain law enforcement agency information provided by a state concerning registered sex offenders. IECC complies by providing a link to this information in the academic catalog and on the iecc.edu website.

Policy 500.8 Student Conduct

STUDENT - 500

~~**Policy on Student Conduct Policy (500.8)**~~

Date Adopted: December 19, 1989

Revised: February 21, 2006

Revised: October 19, 2021 (Pending Board Approval)

~~Regulations shall be adopted for student conduct, based on the Board's belief that students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus.~~ Illinois Eastern Community Colleges is committed to the personal growth, integrity, freedom of civility, respect, compassion, health, and safety of its students, employees, and community. To accomplish this commitment, IECC is dedicated to providing an environment that is free from discrimination, harassment, retaliation, and harmful behavior that hinders students, employees, or community members from pursuing IECC education or services. IECC has established the Student Code of Conduct (SCC) to communicate its expectations of students and to ensure a fair process for determining responsibility and appropriate sanctions when a student's behavior deviates from those expectations. IECC sanctions are independent of other sanctions that may be imposed by other agencies as a result of civil or criminal prosecution.

Students, through the act of registration at ~~one of the~~ Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations ~~which the institution formulates and publisheds~~ in the college catalog, ~~program or the~~ and student handbooks, and/or on the website.

Policy 100.15 Tobacco/Smoke Free Campus

BOARD OF TRUSTEES - 100

Tobacco-free/Smoke-free Campus Policy (100.15)

Date Adopted: December 17, 1996

Revised: October 15, 2013

Revised: September 16, 2014

Revised: June 16, 2015

Revised: July 17, 2018

Revised: October 19, 2021 (Pending Board Approval)

The Board of Trustees of Illinois Eastern Community Colleges recognizes the importance of providing a healthy environment for students, staff, and the general public in compliance with the Illinois Smoke Free Campus Act (Public Act 98-0985). In addition to smoking, the District further extends the prohibition to include tobacco products and the littering of tobacco product remains or any other related tobacco waste product on District property.

As of July 1, 2015, smoking and the use of tobacco products is prohibited on all IECC property, both indoors and outdoors, with the only exception being persons in non-District owned or leased vehicles.

This policy applies to any individual on IECC property, including but not limited to students, faculty, staff, contractors, subcontractors, volunteers, members of the public, business invitees, and visitors to the college. This policy is applicable twenty-four (24) hours a day, seven (7) days a week and will be communicated to all through conspicuous signage. Maps depicting the locations where smoking and tobacco use are prohibited will be posted on the IECC website.

Students in violation of this policy shall be subject to the sanctions described in the Student Code of Conduct; all others ~~Persons who purposely violate this policy~~ shall be subject to appropriate disciplinary action.

Definitions

“Smoking” means (1) lighting or burning any type of matter or substance that contains tobacco, including but not limited to cigarettes, cigars, cigarillos, pipes, beedies, kreteks, water pipes, bong, and hookahs; (2) lighting or burning of non-tobacco plants or marijuana (including medical marijuana); and (3) using electronic cigarettes, electronic vaporizing devices, personal vaporizers, or electronic nicotine delivery systems, or any electronic inhaler that is meant to simulate and substitute for tobacco smoking.

“Tobacco Products” means all forms of tobacco, including but not limited to cigarettes, cigars, cigarillos, smokeless tobacco, snuff, chewing tobacco, or any other similar tobacco product.

“IECC Property” means any property owned, leased, occupied, operated or otherwise controlled by Illinois Eastern Community Colleges, including but not limited to vehicles, academic and auxiliary buildings, entrances to buildings, classrooms, laboratories, residence halls, elevators, stairwells, restrooms, roofs, meeting rooms, hallways, lobbies, conference facilities, athletic complexes, exterior open spaces, lots, driveways, loading docks, sidewalks, and walkways, and as further set forth on the Tobacco-Free Campus Map for each college.

Policy 500.20 Academic Standing

STUDENT – 500

Academic Requirements Standing Policy (500.20)

Date Adopted: October 20, 1998

Revised: December 13, 2005

Revised: March 15, 2016

Revised: XXXXXXXX, 2021 (Pending Board Approval)

Illinois Eastern Community Colleges is committed to the academic success of its students. Academic standards have been established and measures taken to ensure satisfactory progress is being made by students toward their chosen program of study and/or declared objectives. A student’s academic progress is reflected in his/her academic standing, which is determined at the close of each grading period. Procedures describe IECC’s academic standing classifications and the basis for the classifications.

~~Any student whose cumulative grade point average falls below a C (2.0), after earning 12 credit hours, will be placed on academic probation. [Moved to procedure.]~~

~~A student on academic probation must earn at least a C (2.0) average in the term immediately following placement on academic probation, or the student will be dropped from the degree program. A student then must maintain a C (2.0) average in the term following such dismissal from the degree program to remain in the college. [Moved to procedure.]~~

~~A student who is placed on academic probation and who earns a C average in the term(s) following placement on academic probation will remain on academic probation until such time as the student's cumulative grade point average returns to C (2.0). [Moved to procedure.]~~

~~Notice of academic deficiency will appear on the student's transcript by semester. Each college and/or academic program will establish procedures to give timely warning of deficiency and its consequences to students. Deficiency warnings will be sent to all students to inform them that they are on academic probation. [Moved to procedure.]~~

~~When the student achieves a cumulative GPA of C (2.0), then he or she will have returned to academic good standing. [Moved to procedure.]~~

~~Students who are participating in Illinois Eastern Community Colleges International Student Program may not enroll in on-line courses without permission from the Program Director of International Students, in recognition of the significant learning experience which occurs through cultural immersion in a classroom environment.~~

Board Action: Trustee John Brooks made a motion to approve the revised policies of agenda items #6A through #6D and Trustee Barbara Shimer made a motion to second the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #7 – “Policy Second Readings” – None.

AGENDA #8 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#8-A. Memorandum of Understanding WVC Small World and WADI: Chancellor Gower presented an agreement between Illinois Eastern Community Colleges/Wabash Valley College Small World Child Care Center and Wabash Area Development Incorporated ‘s (WADI) Head Start program. The agreement is listed in full in the board agenda.

Board Action: Trustee Al Henager made a motion to approve the Memorandum of Understanding between IECC/WVC and WADI as recommended. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. 403(b) Plan Amendment 2021: CFO Ryan Hawkins informed the Board that employees participating in the 403(b) Plan now have the opportunity to withdraw penalty free funds for expenses related to the birth of a child and the cost of adoption. CFO Hawkins recommended this amendment to the current 403(b) Plan that will allow that qualified withdrawal.

Board Action: Trustee Barbara Shimer made a motion to approve the 403(b) Plan amendment to allow withdrawal of plan funds for expenses related to the birth of a child and adoption. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Resolution Establishing Tax Levy Hearing: CFO Ryan Hawkins reviewed the resolution establishing a tax levy hearing. The Chancellor recommended approval of the following resolution as outlined by CFO Hawkins and to establish a tax levy hearing.

RESOLUTION
ESTIMATED 2021 TAX LEVY
HEARING

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2021 for taxes due and collectible in 2022:

1. Date of Fiscal Year: July 1, 2022 – June 30, 2023.
2. Publication of Notice of Public Hearing on Tax Levy: After October 26, 2021 and before November 2, 2021.
3. Public Hearing on Tax Levy: November 16, 2021, at the hour of 6:15 p.m. local time, Olney Central College, Olney, Illinois.
4. Adoption of Tax Levy: November 16, 2021, following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT NO. 529

Chairman, Board of Trustees Date

Secretary, Board of Trustees Date

Board Action: Trustee John Brooks made a motion to approve the resolution establishing a tax levy hearing. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting

ay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. 2021 Estimated Tax Levy Resolution: CFO Ryan Hawkins recommended the following estimated tax levy resolution for 2021 as follows:

**RESOLUTION REGARDING ESTIMATED AMOUNTS
NECESSARY TO BE LEVIED FOR THE YEAR 2021**

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2020 was:

Education Purposes	\$3,081,822
Operations and Maintenance Purposes	1,320,781
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	1,075,000
Protection, Health, and Safety Purposes	150,000
Audit	<u>80,000</u>
Total	\$5,707,603

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2021 is as follows:

Education Purposes	\$3,185,000
Operations and Maintenance Purposes	1,385,000

Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	1,090,000
Protection, Health and Safety Purposes	225,000
Audit	<u>70,000</u>
Total	\$5,955,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2020 was \$1,818,370; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2021 is \$2,184,211.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

- Section 1:** The aggregate amount of taxes estimated to be levied for the year 2021, exclusive of bond and interest costs, is \$5,955,000.
- Section 2:** The aggregate amount of taxes estimated to be levied for the year 2021, exclusive of bond and interest costs, does not exceed 105% of the taxes extended by the district in the year 2020.
- Section 3:** The aggregate amount of taxes estimated to be levied for the year 2021 for debt service is a 20.1% increase from the taxes extended for debt service for 2020.
- Section 4:** Public notice shall be given in the following newspapers of general circulation in said district,

Marshall Advocate, Clark County
Robinson Daily News, Crawford County
Toledo Democrat, Cumberland County
The Prairie Post, Edwards County
McLeansboro Gazette, Hamilton County
Lawrenceville Daily Record, Lawrence County

Wayne County Press, Wayne County
The Hometown Register, Clay County, Jasper County,
Richland County, Wabash County & White County

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

NOTICE OF PROPOSED TAX INCREASE FOR

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2021 will be held on November 16, 2021, at 6:15 p.m. at Olney Central College, Olney, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Ryan Hawkins, Chief Financial Officer, 233 East Chestnut Street, Olney, IL 62450; phone: 618.393.2982.

- II. The corporate and special purpose property taxes extended or abated for the year 2020 were \$5,707,603.

The proposed corporate and special purpose property taxes to be levied for 2021 are \$5,955,000. This represents a 4.3% increase over the previous year extension.

- III. The property taxes extended for debt service for 2020 were \$1,818,370.

The estimated property taxes to be levied for debt service and public building commission leases for 2021 are \$2,184,211. This represents a 20.1% increase from the previous year.

- IV. The total property taxes extended or abated for 2020 were \$7,525,973.

The estimated total property taxes to be levied for 2021 are \$8,139,211. This represents an 8.1% increase over the previous year extension.

Section 5: This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 19th day of October 2021.

BOARD OF TRUSTEES

ILLINOIS EASTERN COMMUNITY COLLEGES

COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE, AND WHITE

STATE OF ILLINOIS

By: _____

Chairman

ATTEST: _____

Secretary

Board Action: Trustee John Brooks made a motion to adopt the 2021 estimated tax levy resolution as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Resolution Authorizing Approval of 2020 Newton Station Settlement: Chancellor Gower reviewed a proposed settlement between the IECC District and Vistra Energy, owners of the coal-fired power plant located in Newton, Illinois. Dr. Gower recommended approval of the settlement as follows:

2020 NEWTON STATION SETTLEMENT AGREEMENT

This **2020 NEWTON STATION SETTLEMENT AGREEMENT** (the “*Agreement*”) is made this ____ day of _____, 2021 by and among:

Illinois Power Generating Company, an Illinois corporation, is the owner of the real property which is subject matter of this Agreement and is a subsidiary of Vistra Corp. a Delaware Corporation (collectively, “*Vistra*”); and

The Jasper County Treasurer and Collector of Taxes; Jasper County; South Muddy Township; Jasper County Multi-Township Assessing District; Jasper County Unit School District #1; Wade Community Fire Protection District; Newton Public Library; Illinois Eastern Community Colleges District 529; University of Illinois Extension, Jasper/Cumberland Unit; North Muddy Township; Wade Township; Smallwood Township; Clay City Fire District; Dieterich Fire District (collectively referred to as the “*Taxing Districts*”); and

The Jasper County Supervisor of Assessments and the Jasper County Board of Review (collectively, the “*Assessing Officials*”).

Background

A. Vistra owns the Newton Power Station located in South Muddy Township, Jasper County, Illinois and described for tax purposes by the PINs shown on Exhibit A (the “*Newton Station*”).

B. The Newton Station is a coal-fired power plant with two generating units hereinafter referred to as “Newton Unit 1” and “Newton Unit 2.” As of the date of this agreement, Newton Unit 1 is in continued operation and Newton Unit 2 is not in operation. On September 29, 2020 Vistra publicly announced plans to retire Newton Unit 1 by the end of 2027.

C. The Taxing Districts constitute all of the municipal entities with jurisdiction to levy property taxes against the Newton Station.

D. A dispute exists between the Vistra and the Taxing Districts involving the real property assessed valuation of the Newton Station for the 2020 tax year through the 2024 tax year.

E. In light of the retirement of Newton Unit 2 and the announced and anticipated retirement of the Newton Unit 1, the parties desire to settle the current controversy involving the assessment of the Newton Station and to provide appropriate payments in lieu of taxes and assessments for tax years 2020, 2021, 2022, 2023 and 2024.

F. Vistra and the Taxing Districts enter into this Agreement pursuant to Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200/9-45), as in effect on the date this Agreement becomes effective, Article VII, Section 10(a) of the Illinois Const. Art. VII § 10(a), the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. (1992),

the corporate authority of Vistra, and all other applicable authority of the Assessing Officials and the Taxing Districts.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the recital provisions set forth above are incorporated into the body of this Agreement as if fully set forth herein and the undersigned agree as follows:

1. Circuit Court Action; Approval of Agreement. Within fifteen (15) days after this Agreement has been fully executed by the Parties, Vistra will file a declaratory judgment action or other litigation in the Circuit Court for County (the “Circuit Court”) seeking a declaration from the Circuit Court as to the Parties’ rights and obligations under this Agreement and seeking approval of this Agreement, pursuant to Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200-45). Each Taxing District shall file its Appearance in such litigation and the parties shall jointly request the Circuit Court approve this Settlement Agreement pursuant to 35ILCS 200/9-45. None of the provisions of this Agreement shall be of any force or effect until this Agreement has been approved and an order has been entered by the Circuit Court.

2. Joint Motion and Entry of Appearance. Each party will sign the Entry of Appearance and Joint Motion to Approve Settlement attached hereto requesting the Circuit Court of Jasper County to enter a declaratory judgement approving this agreement pursuant to 35 ILCS 200/9-45. The Jasper County State’s Attorney is authorized to appear for the Taxing Districts in the declaratory judgment action and to file the Joint Motion on behalf of the Taxing Districts and County Officials, unless a party is represented by independent counsel who appears on its behalf.

3. Assessments of Plant for 2020, 2021, 2022, 2023 and 2024. For tax years 2020, through 2024, unless increased as provided in Paragraph 4 or terminated under Paragraph 7, Newton Station shall be assessed so that the equalized assessed values (“EAV”) after the imposition of all multipliers shall be as shown on Exhibit A. The total EAV of the Plant as provided under this Agreement shall not be affected by any subsequent subdivision of Plant property or assignment of new or different parcel numbers to the Plant.

4. EAV Increases. Subject to Section A, below, the EAV set forth in Exhibit A shall not be increased or decreased for assessment years 2020 through 2024, unless this Agreement is terminated as provided in Paragraph 7. If this agreement is terminated under Paragraph 7, the assessment for the year after termination may be set at a value higher or lower than specified herein and all parties shall have their statutory rights of appeal.

A. Exception for Commercial Solar Energy System. If a commercial solar energy system as defined in 35 ILCS 200/10-720, (including energy storage systems constructed in combination with a solar energy system) is constructed on the Newton Station, then the commercial solar energy system will be assessed according to statute and the assessed value of the commercial solar energy system will increase the assessments provided in this Agreement.

5. Payments in Lieu of Taxes. In addition to taxes paid pursuant to the equalized assessed values set forth in Exhibit A, Vistra shall make Payments in Lieu Of Taxes (PILOTs) as follows:

A. **PILOTS.** On or before the due date for the final installment of property taxes as shown in the tax bill for each respective year, Vistra shall make a separate payment in lieu of taxes (“PILOT”) to the Jasper County Treasurer for the benefit of the Taxing Districts in the following amounts:

2020 (payable 2021): \$1,500,000

2021 (payable 2022): \$1,500,000

2022 (payable 2023): \$1,100,000

2023 (payable 2024): \$ 750,000

2024 (payable 2025): \$. 600,000

B. **Distribution of PILOTS.** The Treasurer shall calculate the percentage of the taxes extended against the Newton Station for the current tax year for each Taxing District. Not later than thirty days after the Treasurer receives the PILOT payment from Vistra, the Treasurer will disburse the PILOTS to the appropriate taxing bodies in accordance with each district’s percentage of the total taxes extended against the Plant for the current year.

Example: Assume that for 2020 the total taxes extended against the Plant were \$1,000,000 of which based on 2020 Taxing District tax rates \$600,000 (60%) was attributable to the Jasper County Unit School District #1. The Treasurer would distribute 60% of the 2020 PILOT to County Unit School District #1. ($\$600,000 / \$1,000,000 = 60\%$). A similar calculation and distribution will be made for each Taxing District.

6. **Additional Educational PILOT.** On or before the due date for the final installment of property taxes as shown in the tax bill for each respective year, Vistra shall make an additional Educational PILOT directly to the Jasper County Unit School District #1 sent to the Jasper County Unit School District #1 District Office in the following amounts:

2020 (payable 2021): \$200,000

2021 (payable 2022): \$150,000

2022 (payable 2023): \$100,000

2023 (payable 2024): \$ 75,000

2024 (payable 2025): \$ 50,000

7. **Termination.** This agreement shall terminate under the following conditions.

A. Termination in the Event of MISO Action. The Newton Station is operated within and regulated by the Midcontinent Independent Transmission Operator (MISO). If (a) MISO approves an Attachment Y notification from Vistra seeking authorization to place Unit 1 into extended reserve shut down (Mothball Status); or (b) MISO finds that Unit 1 is not needed for reliability and may be retired, then this agreement shall terminate December 31 of the same year as the date of the MISO approval of Attachment Y. Thereafter the Plant shall be assessed at its fair cash value as provided by statute and all parties shall have their statutory rights to appeal the assessment at their discretion

EXAMPLE: MISO approves the retirement of Newton Unit 1 on June 1, 2022. This agreement will terminate on December 31, 2022. The December 31, 2022 termination of this agreement means that the 2022 assessment will be governed by this Agreement; but the 2023 assessment (and subsequent years) will be set at fair cash value independent of this agreement. Vistra will make the 2022 PILOT payment and 2022 Educational PILOT (due with the second installment of the 2022 taxes payable in 2023); but will not be liable for any PILOT for subsequent years.

B. Termination in the Event of Certain Legislative Action. If legislation is signed into law that requires Vistra to pay additional taxes, fees, or charges of any kind as a consequence of closing coal plants in Illinois, and any of the Taxing Districts benefit from such taxes, fees, or charges, then Vistra shall have the option to terminate this Agreement on or after the effective date of such legislation

EXAMPLE: Legislation with an effective date of June 1, 2022, requires Vistra to pay an additional tax, fee, or charge as a consequence of closing coal plants in Illinois benefiting one or more of the Taxing Districts and Vistra terminates this agreement on June 1, 2022. The June 1, 2022, termination of this agreement means that the 2023 assessment (and subsequent years) will be set at fair cash value independent of this agreement. Vistra will not make the 2022 PILOT (otherwise due in 2023) payment and 2022 Educational PILOT (otherwise due in 2023), or any PILOT for subsequent years.

C. Termination in the Event of Reopening of Unit 2 or Announced Non-Retirement of Unit 1. If Newton Unit 2 is removed from retirement and is “open” as defined in this Paragraph 7 or if Vistra and/or its successors and/or assigns publicly reverses its decision to retire Newton Unit 1 by publicly announcing that Newton Unit 1 will not be retired and will remain “open” beyond January 1, 2028, then either party may, at its option, terminate this agreement on December 31 of the same year as the date that Newton Unit 2 becomes “open” or the date that Vistra and/or its successors and/or assigns publicly reverses its decision to retire Newton Unit 1 and announces that Newton Unit 1 will remain “open” beyond January 1, 2028. For this Section, “open” means used in an income producing capacity by the generation of electricity or is on MISO System Support Resource (SSR) status.

EXAMPLE: Vistra publicly announces on June 1, 2022, that Newton Unit 1 will remain open beyond December 31, 2027. Either the Taxing Districts or Newton Unit 1's owner has the option to terminate on December 31, 2022. The December 31, 2022, termination of this agreement means that the 2022 assessment will be governed by this Agreement; but the 2023 assessment (and subsequent years) will be set at fair cash value independent of this agreement. Vistra will make the 2022 PILOT payment and 2022 Educational PILOT (due with the second installment of the 2022 taxes payable in 2023); but will not be liable for any PILOT for subsequent years.

8. Appeal Rights Limited. Neither Vistra nor the Taxing Districts shall request that the Assessing Officials set an equalized assessed valuation on Newton Station in an amount other than that set forth in Exhibit A. So long as the Assessing Officials set the equalized assessed valuation in the amount set forth in Exhibit A, neither Vistra nor the Taxing Districts shall file any appeal with the Jasper County Board of Review or the Property Tax Appeal Board or seek any judicial or administrative review therefrom.

9. Each Party to Bear Its Own Legal Fees and Costs. Each Party to this Agreement shall bear its own legal fees, appraisal fees, expert witness fees and other costs associated with the Assessment Disputes and the resolution thereof, and no Party to this Agreement shall be entitled to seek reimbursement of such fees or costs from another Party to this Agreement, other than as provided in Paragraph 11.

10. Cooperation to Remove Multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois or by the Taxing Officials would result in an EAV which differs, for any year, from the amount specified in this Agreement, the Parties shall make all efforts to correct the aforesaid valuation by any statutory means (such as certificates of error) prior to the due date of tax payments.

11. Specific Performance; Reimbursements; Attorneys' Fees/Costs.

(A) **Specific Performance.** During the term of this agreement, for any assessment year that the Plant is assessed at a value other than as set forth in Exhibit A, Vistra and the Taxing Districts shall have the right to seek specific performance of this Agreement including, *inter alia*, by seeking an order of mandamus against the Treasurer or the Supervisor of Assessments and/or the Board of Review of Jasper County, with a court of competent jurisdiction to enforce the terms of this Agreement. In the event an action for specific performance is brought, the undersigned Parties waive the claim or defense that the moving Party has an adequate remedy at law.

(B) If for any reason an EAV is set inconsistently with the terms of this Agreement, and an action to enforce the terms of this Agreement under Paragraph 11(A) is not brought, or is unsuccessful for any reason, then the Party (or Parties) benefitted by such EAV shall make a payment as follows:

1. **Reimbursement by Taxing Districts.** If, for any year, a Taxing District receives additional property taxes because the EAV is set at a value higher than as provided in this Agreement, then the Taxing District shall make a reimbursement payment to Vistra in an amount equal to the difference between (x) the property taxes that should have been paid pursuant to this Agreement, and (y) the property taxes actually received by the Taxing District based on the Plant EAV.

2. **Additional PILOT payment by Vistra.** If, for any year, Vistra pays less in property taxes because the EAV is set at a value lower than as provided in this Agreement, then Vistra shall make a PILOT payment to the Jasper County Treasurer on behalf of the Taxing Districts in an amount equal to the difference between (x) the property taxes Vistra should have paid pursuant to this Agreement, and (y) the property taxes Vistra actually paid.

3. **Payment Due Date.** Payments due under this Paragraph 11(B) will be made no later than forty-five (45) days after the property taxes have been paid. If not timely paid, the payments shall bear interest at the same rate as the tax bill.

(C) Attorneys' Fees. If either Vistra or any Taxing District fails to make a payment required under Paragraph 11(B) and such failure persists for 30 days after written notice, that failure shall give rise to an action at law to enforce the terms of this Agreement in any court of competent jurisdiction.

12. Modification. No amendment, modification, restatement, supplement, termination or waiver of or to, or consent to any departure from, any provisions of this Agreement shall be effective unless the same shall be in writing and signed on behalf of each of the Parties hereto. Any waiver of any provision of this Agreement and any consent to any departure by a Party from the terms of any provisions of this Agreement shall be effective only in the specified instance and for the specific purpose for which given.

13. Authorization. Each Party to this Agreement represents that it has all requisite power and authority to enter into this Agreement and to consummate the settlement and transactions contemplated by this Agreement. Each Party to this Agreement represents that the execution and delivery of this Agreement by such Party and the consummation of the settlement and transactions contemplated hereby have been duly authorized by all necessary action (including all necessary approvals by boards, commissions or councils) on the part of such Party. Wherever the authorization by a board, commission or council is required, the action of a majority of the

members of such board, commission or council shall constitute the due authorization of such board, commission or council. This Agreement constitutes the valid and binding obligation of each Party enforceable against each Party in accordance with its terms.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

15. Negotiated Agreement. This Agreement is the result of negotiations between the Parties and their respective counsel, and no Party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party.

16. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

**ILLINOIS POWER GENERATING
COMPANY**

SOUTH MUDDY TOWNSHIP

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

**JASPER COUNTY UNIT SCHOOL
DISTRICT #1**

**WADE COMMUNITY FIRE
PROTECTION DISTRICT**

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

NEWTON PUBLIC LIBRARY

**ILLINOIS EASTERN COMMUNITY
COLLEGES DISTRICT 529**

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

**UNIVERSITY OF ILLINOIS EXTENSION,
JASPER/CUMBERLAND UNIT**

**CLINTON BIGARD, JASPER
COUNTY TREASURER**

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

JASPER COUNTY BOARD OF REVIEW

**JASPER COUNTY SUPERVISOR
OF ASSESSMENTS**

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

NORTH MUDDY TOWNSHIP

By: _____

Print: _____

Its: _____

WADE TOWNSHIP

By: _____

Print: _____

Its: _____

SMALLWOOD TOWNSHIP

By: _____

Print: _____

Its: _____

CLAY CITY FIRE DISTRICT

By: _____

Print: _____

Its: _____

DIETERICH FIRE DISTRICT

By: _____

Print: _____

Its: _____

JASPER COUNTY

By: _____

Print: _____

Its: _____

JASPER COUNTY MULTI-TWP. ASSESSING DIST.

By: _____

Print: _____

Its: _____

APPENDIX A

EQUALIZED ASSESSED VALUES

2020 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
--------------------------	-------------	-----------------	--------------

58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
58-11-13-400-001*	13,045	37,455	50,500
58-11-13-400-004*	43,495	12,860	56,355
58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100
78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890

83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	18,266,905	18,471,345
83-11-24-100-001	277,940	-	277,940
83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
83-16-04-400-001	69,160		69,160
83-16-10-100-001****	278,380	511,895	790,275
83-16-11-100-001	40,960		40,960
90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700

90-12-18-200-010	13,050		13,050
90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	19,043,375	23,000,000

2021 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
58-11-13-400-001*	13,045	37,455	50,500
58-11-13-400-004*	43,495	12,860	56,355
58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100

78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890
83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	16,266,905	16,471,345
83-11-24-100-001	277,940	-	277,940

83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
83-16-04-400-001	69,160		69,160
83-16-10-100-001****	278,380	511,895	790,275
83-16-11-100-001	40,960		40,960
90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700
90-12-18-200-010	13,050		13,050

90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	17,043,375	21,000,000

2022 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
58-11-13-400-001*	13,045	37,455	50,500
58-11-13-400-004*	43,495	12,860	56,355
58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100

78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890
83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	10,266,905	10,471,345
83-11-24-100-001	277,940	-	277,940

83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
83-16-04-400-001	69,160		69,160
83-16-10-100-001****	278,380	511,895	790,275
83-16-11-100-001	40,960		40,960
90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700
90-12-18-200-010	13,050		13,050

90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	11,043,375	15,000,000

2023 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
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58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100

78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890
83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	5,266,905	5,471,345
83-11-24-100-001	277,940	-	277,940

83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
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90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700
90-12-18-200-010	13,050		13,050

90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	6,043,375	10,000,000

2024 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
58-11-13-400-001*	13,045	37,455	50,500
58-11-13-400-004*	43,495	12,860	56,355
58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100

78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890
83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	266,905	471,345
83-11-24-100-001	277,940	-	277,940

83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
83-16-04-400-001	69,160		69,160
83-16-10-100-001****	278,380	511,895	790,275
83-16-11-100-001	40,960		40,960
90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700
90-12-18-200-010	13,050		13,050

90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	1,043,375	5,000,000

Board Action: Trustee John Brooks made a motion to approve the settlement agreement with Vistra as presented. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Affiliation Agreements: The Chancellor recommended approval of affiliation agreements as listed in full in the Board Agenda. Affiliation agreements presented for approval were between IECC and:

Burge House
Harsha Behavioral Center
Helia Healthcare
Jasper County Health Department
ProRehab
Providence Medical Group
Richland County Health Department
Richland Nursing & Rehab
Rachel A. Winters, M.D.
Lawrence County Memorial Hospital
Encompass Health Deaconess Rehabilitation Hospital
Select Rehab
St. Anthony's Memorial Hospital
Union Hospital

Board Action: Trustee Barbara Shimer made a motion to approve the fourteen affiliation agreements as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees

voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 - "Bid Committee Report" – Chancellor Ryan Gower reviewed the following Bid Committee report that address the cost of a remodeling project in the former swimming pool area at Wabash Valley and for whole body manikins for instructional use in the Physical Therapy Assistant Program at Wabash Valley College. Chancellor Gower recommended it be approved as presented.

TO: Board of Trustees
FROM: Bid Committee
DATE: October 19, 2021
RE: Former Pool Remodeling Project

The following bid recommendation is based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends acceptance of the bid received from John Flach Builders for a total of \$232,200.

Company	Base Bid	Base Bid Plus AB-2	Total Bid
Arc Construction Co. Evansville, IN	\$232,000	\$50,000	\$282,000
Empire Contractors, Inc. Evansville, IN	\$218,400	\$19,500	\$237,900
John Flach Builders Teutopolis, IL	\$208,900	\$23,300	\$232,200

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Wabash Valley College.

Source of Funds: 2020 PHS Bonds.

Rationale for Purchase: The proposal from John Flach Builders was the lowest responsible bidder in conformity with the bid specifications.

The “Advertisement for Bids” was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

TO: Board of Trustees

FROM: Bid Committee

DATE: October 19, 2021

RE: (2) Nursing Simulator Manikins for WVC’s Physical Therapy Assistant Program

The following bid recommendation is based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends acceptance of the bid received from Laerdal Medical Corporation for a total of \$72,527.77.

Company	Total Bid
CAE Healthcare Sarasota, FL	\$27,300.64
Laerdal Medical Corporation Wappingers Falls, NY	\$72,527.77
Pocket Nurse Monaca, PA	\$78,635.60

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Physical Therapist Assistant AAS Program.

Source of Funds: Education Fund.

Rationale for Purchase: The proposal from Laerdal Medical Corporation was the lowest responsible bidder in conformity with the bid specifications.

The “Advertisement for Bids” was placed in the Wayne County Press for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Board Action: Trustee Al Henager made a motion to approve the Bid Committee Report recommendations as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “District Finance” – The following district financial matters were presented:

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of September 30, 2021.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for October 2021, totaling \$989,077.48 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Al Henager made a motion to approve payment of district financial obligations for October 2021, in the amounts listed. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #12 - “Approval of Executive Session Minutes” - The following actions were taken relative to executive session minutes.

#12-A. Written Executive Session Minutes: The Board of Trustees did not hold an executive meeting at the September 21, 2021 meeting.

#12-B. Audio Recording of Executive Session: The Board of Trustees did not hold an executive meeting at the September 21, 2021 meeting.

AGENDA #13 – “Approval of Personnel Report” – The Chancellor recommended approval of the following Personnel Report as presented by Human Resource Director Andrea McDowell.

400.1. Employment of Personnel

A. Faculty

1. Joseph Myers, Workforce Education Instructor, effective November 1, 2021.

B. Classified

1. Holly Burns, TRIO Upward Bound Counselor, WVC/DO, effective October 25, 2021.
2. Dakota Hulett, Groundskeeper, OCC, effective October 25, 2021.
3. Whitney McCullough, TRIO Upward Bound Counselor, LTC/DO, effective October 25, 2021.
4. Tiffany Starwalt, Student Services Specialist, OCC, effective October 25, 2021.
5. Robin Zachary, Custodian, LTC, effective October 25, 2021.
6. Cathy Ziegler, Student Services Specialist, LTC, effective October 25, 2021.

C. Classified, Temporary

1. Tyler Akers, Site Facilitator, DO, effective October 1, 2021.
2. Tyler Beehn, Site Facilitator, DO, effective October 1, 2021.
3. Wanda Jones, Site Facilitator, DO, effective October 13, 2021.
4. Zachary Wingert, Site Facilitator, DO, effective September 28, 2021.

400.2. Change in Status

A. Professional, Non-Faculty, Exempt

1. Ashley Bigard, Advising Specialist, Title III, OCC, to Project Director, Title III, OCC, effective October 25, 2021, pending Department of Education approval.

400.3. Special Assignments

A. Classified

1. Julie Bullard, Program Advisor, Allied Health, OCC, \$500, Fall 2021.
2. Linda Horn, Program Advisor, Allied Health, OCC, \$1,000, Fall 2021.

400.4. Resignation Ratification

A. Faculty

1. Brittany Caparas, Nursing Instructor, LTC/OCC, effective December 4, 2021.

B. Professional Non-Faculty, Non-Exempt

1. Tyler Burr, Coordinator of Public Information & Marketing, WVC, effective January 15, 2022.

C. Classified

1. Christina Nation, Office Assistant, FCC, effective October 9, 2021.
2. Kimberly Hambleton, Program Assistant, Workforce Education, effective October 27, 2021.

Board Action to Approve Personnel Report: Trustee Brenda Culver made a motion to approve the foregoing Personnel Report as recommended. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #14 – “Collective Bargaining” – None.

AGENDA #15 – “Litigation” – Chancellor Gower provided an update on litigation.

AGENDA #16 – “Other Items” – None.

AGENDA #17 – “Adjournment” - Trustee Brenda Culver made a motion to adjourn. Trustee Al Henager seconded the motion. The Chair asked the trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 7:49 p.m.