

The regular meeting of the Board of Education of Community Unit School District No. 100 was held Wednesday, April 14, 2021 in the office of the Board of Education. The meeting was called to order at 6:30 P.M. by Greg Brown, President. Other board members present were Peggy Perdun, Vice President; Stan Kary, Secretary; Dave Bryden, Andrew Carey, Kyle Graham, and Jacob Warford. Also in attendance were Brad Tuttle, Superintendent; Alan Churchman, District Administrator; Lisa Schuenke, Director of Finance and Human Services; Kate Sievers, Director of Curriculum; Jason Brunaugh, Principal; Debbie Trochuck, District Secretary; Genevieve Mossman, Certified Union President; and Chris Skinner, District Employee, who arrived at 8:27 p.m. Tim King, Kings Financial Consulting, Inc., was present at the start of the meeting to deliver documents.

#### **CLOSED SESSION**

A motion was made by Bryden, seconded by Kary to move to closed session for the purpose of discussion regarding the appointment, employment, compensation, discipline, performance, or dismissal of specific employee(s); legal counsel, collective negotiating matters or deliberations; board vacancies; evidence or testimony presented in a hearing where authorized by law; purchase or lease of real property; sale or purchase of securities, investments or investment contracts; security procedures; student disciplinary cases or any matter involving an individual student; litigation; self-evaluation, practices and procedures, or professional ethics; minutes of meetings lawfully closed; internal control weaknesses, potential fraud risk areas; establishment of reserves, settlement or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District. 5 ILCS 120/2(c)

On roll call, Brown, yes; Bryden, yes; Carey, yes; Graham, yes; Kary, yes; Perdun, yes; Warford, yes. Motion carried.

The board moved to closed session at 6:33 p.m.

The board returned from closed session at 8:08 p.m.

A motion was made by Graham, seconded by Perdun to resume open session. On roll call, Bryden, yes; Carey, yes; Graham, yes; Kary, yes; Perdun, yes; Warford, yes; Brown, yes. Motion carried.

The meeting resumed with the Pledge of Allegiance and reciting of the Mission Statement.

#### **RECOGNITION OF GUESTS/WELCOME VISITORS/PUBLIC COMMENT**

None

#### **DISCUSSION ITEMS**

##### **A. Graduation Attendance**

Discussion was held regarding JCHS graduation information and attendance for Board members with all members confirming attendance.

##### **B. Return to Learning Meeting**

Mr. Tuttle discussed attendance by approximately two Board members at an April 26<sup>th</sup> 2021-22 Return to Learn Meeting.

C. Organizational Meeting

The date of Thursday, April 29, 2021 at 8:30 p.m. was selected for the Board of Education organizational meeting.

**CONSENT AGENDA**

A motion was made by Kary, seconded by Graham to approve the following consent agenda as presented:

I. Minutes & Finance

A. Approve Board Minutes

1. Open Session(s)
  - a. Regular Meeting – March 18, 2021
  - b. Special Meeting – None
2. Closed Sessions(s)
  - a. Regular Meeting – March 18, 2021- First Session (held)
  - b. Regular Meeting – March 18, 2021 – Second Session (held)
  - c. Special Meeting – None

B. Bookkeeper's Financial Position/Treasurer's Reports – March 2021

C. Budget Report – March 2021

D. Approve Expenditures – April 2021

II. Personnel Items

A. Approve Resignation(s)

1. Lisa Higgins, Special Education Educator, JCHS, effective the end of the 20-21 school year

B. Approve Extra-Curricular Assignment(s)

1. Coaching/Sponsor Re-Hires for the 2021-22 School Year

**HEAD COACHES | JCHS:**

Cross Country - Harold Landon  
Boys Golf - Bryan Brown  
Girls Golf - Stote Reeder  
Girls Tennis - Dan Diamond  
Boys Basketball - Stote Reeder  
Bowling (Girls & Boys) - Chris Skinner

**ASSISTANT COACHES | JCHS:**

Boys Basketball - Brian Madson  
Boys Basketball - Matt Murphy  
Wrestling - Darren Perdun

**HEAD COACHES | JCMS:**

Softball - Candy Wagner  
Cross Country - Lauren Kallal  
Volleyball - Abbie Bean  
Volleyball - Brenda McCreary  
Boys Basketball - Jamie Gorman  
Boys Basketball - Jim Woelfel

## **SPONSORS**

Theatre - Brett Beauchamp  
JCHS Show Choir - Margaret Bear  
JCHS Vocal Music - Margaret Bear  
JCMS Vocal Music - Waylon Schroeder  
JCHS Instrumental Music - Erin Bittles  
JCMS Instrumental Music - Waylon Schroeder  
Fall/Winter Cheer - Marti Hansen  
Fall/Winter Cheer - Natalie Zedolek  
JCHS Poms - Brenda McCreary  
JCMS Poms - Kelsey Isringhausen  
JCHS Yearbook - Chelsea Stuckey  
JCMS Yearbook - Leah Randolph  
JCMS Yearbook - Bonnie Lair  
JCHS Student Council - Gwen Brunaugh  
JCHS Student Council - Zoe Chin  
JCMS Student Council - Kathy Shalley  
JCMS Wrestling - Ryan Lott  
Senior Class Sponsor (2022) - Genevieve Mossman  
Senior Class Sponsor (2022) - Lisa Kolkmeier  
Junior Class Sponsor (2023) - Tiffany Cazier  
Junior Class Sponsor (2023) - Chelsey Crnokrak  
Sophomore Class Sponsor (2024) - Erica Heitzig  
Sophomore Class Sponsor (2024) - Lauren Kallal  
Freshman Class Sponsor (2025) - Maddie Steckel  
Freshman Class Sponsor (2025) - Chelsea Stuckey  
8th Grade Class Sponsor (2026)  
Olympiad - Jen Kapetanovich  
Jr. Olympiad - Melanie Fessler  
National Honors Society - Chris Skinner  
GEMS - Laura Ross  
Key Club - Louisa LeCroy  
Blue Crew - Marti Hansen  
Blue Crew - Natalie Zedolek  
JCMS Student Council - Christy Shilling  
JCHS Drill Team - Trisha Clevenger  
AG/FFA - Sarah Nichols

2. Program Paid Coaches
  - Mike Brooks, Boys and Girls Track, effective for the 2021-22 school year
3. Volunteer Coaches
  - Daniel Campbell, Volleyball Coach, effective for the 2021-22 school year
4. Ron Twitchell, Head Girls Basketball Coach, effective for the 2021-22 school year

### **C. Approve Non-Certified Personnel**

1. Emily Iman, Social Worker, East Elementary, effective for the 2021-22 school year

2. Chris Dilks, Custodian, effective immediately
3. Brian Kennedy, Maintenance Worker, effective immediately

D. Approve Temporary Disability Leave – None

E. Employ Certificated Personnel

1. Elyse Rench, Guidance Counselor, JCHS, effective for the 2021-22 school year
2. Claire Nolan, Guidance Counselor/Social Worker, JCMS, effective for the 2021-22 school year
3. Maddie Steckel, Special Education Coordinator, effective for the 2021-22 school year
4. Dylan Griffith, Special Education Educator, Grafton Elementary, effective for the 2021-22 school year
5. Noah Sharrow, Math Educator, JCHS, effective for the 2021-22 school year
6. Kadie Benz, Math Educator, JCHS, effective for the 2021-22 school year
7. Amber Hill, Elementary Educator, 1<sup>st</sup> Grade, West Elementary, effective for the 2021-22 school year
8. Caitlyn Taylor, Elementary Educator, 2<sup>nd</sup> Grade, East Elementary, effective for the 2021-22 school year
9. Zach Benware, Elementary Educator, 4<sup>th</sup> Grade, Grafton Elementary, effective for the 2021-22 school year
10. Kristen Wieneke, Elementary Educator, 5<sup>th</sup> Grade, JCMS, effective for the 2021-22 school year
11. Rachel Woelfel, Elementary, 5<sup>th</sup> Grade, JCMS, effective for the 2021-22 school year
12. Kristen Strohbeck, Middle School Educator, JCMS, effective for the 2021-22 school year
13. Trent Morgan, Business Educator, JCHS, effective for the 2021-22 school year
14. Mindy Jackson, Reading Interventionist, effective for the 2021-22 school year

F. Employ Educational Support Personnel

1. Mindy Schulte, Paraprofessional, ECE Special Education, West Elementary, effective for the 2021-22 school year
2. Terrianne McCoy, Paraprofessional, Special Education, Grafton Elementary, effective for the 2021-22 school year
3. Katelyn Malone, Paraprofessional, Special Education, Grafton Elementary, effective for the 2021-22 school year
4. Amy Perdun, Paraprofessional, Title I, East Elementary, effective for the 2021-22 school year

III. Other – None

On roll call, Carey, yes; Graham, yes; Kary, yes; Perdun, yes; Warford, yes; Brown, yes; Bryden, yes. Motion carried.

**ACTION ITEMS**

- A. Consideration and action on a resolution providing for the issue of \$707,000 Taxable General Obligation Debt Certificates (Limited Tax), Series 2021C, of Community Unit School District Number 100, Jersey and Greene Counties, Illinois providing for the security for and means of payment of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof

A motion was made by Warford, seconded by Kary to approve the following resolution:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community Unit School District Number 100, Jersey and Greene Counties, Illinois, and for the issue of \$707,000 Taxable General Obligation Debt Certificates (Limited Tax), Series 2021C, of said School District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

\* \* \*

WHEREAS, Community Unit School District Number 100, Jersey and Greene Counties, Illinois (the “*District*”), is a school district of the State of Illinois operating under and pursuant to the School Code of the State of Illinois, as amended (the “*School Code*”), the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”); and

WHEREAS, the Board of Education of the District (the “*Board*”) has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to pay cost of various capital projects, including the purchase of buses and tractors, including, in connection with said work, acquisition of all land or

rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the "*Project*"), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Resolution to be not less than \$707,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of \$707,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the School Treasurer who receives the taxes of the District (the "*School Treasurer*"), as nominee-seller; authorize the President and Secretary of the Board to execute and attest, respectively, the Agreement on behalf of the District and to file same with said Secretary in his or her capacity as keeper of the records

and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of \$707,000:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Education of Community Unit School District Number 100, Jersey and Greene Counties, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Authorization.* It is necessary and advisable for the residents of the District to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

*Section 3. Agreement is a General Obligation; Annual Budget.* The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

*Section 4. Execution and Filing of the Agreement.* From and after the effective date of this Resolution, the President and Secretary of the Board be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or

necessary to carry out the provisions thereof. Further, as nominee-seller, the School Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary of the Board and retained in the District records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

*Section 5. Form of the Agreement.* The Agreement shall be in substantially the form as follows:



INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Community Unit School District Number 100, Jersey and Greene Counties, Illinois.

\* \* \*

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of April 29, 2021, by and between the School Treasurer who receives the taxes of the District (as hereinafter defined), as Nominee-Seller (the “*Seller*”), and Community Unit School District Number 100, Jersey and Greene Counties, Illinois, a school district of the State of Illinois (the “*District*”):

**WITNESSETH**

A. The Board of Education of the District (the “*Board*”) has determined to pay cost of various capital projects, including the purchase of buses and tractors (the “*Project*”), all as previously approved by the Board and on file with the Secretary of the Board (the “*Secretary*”).

B. Pursuant to the provisions of the School Code of the State of Illinois (the “*School Code*”), the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”), in each case, as supplemented and amended (collectively “*Applicable Law*”), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 14th day of April, 2021, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the “*Resolution*”) authorizing the borrowing of

money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed \$707,000, plus the amount of investment earnings which are earned on the amount deposited with the School Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant

to this Agreement exceed the sum of \$707,000, plus the amount of investment earnings which are earned on the amount deposited with the School Treasurer from the sale of the Certificates.

### 3. PAYMENTS

The payment of the entire sum of \$707,000 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
  - (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
  - (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);
- all as provided for payment of the Certificates in the Resolution.

### 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

### 5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

### 6. TITLE

- (a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

#### 7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

#### 8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

#### 9. NO SEPARATE TAX

**THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE**

**LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE  
HEREUNDER.**

10.    DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the President of its Board, and also attested by the Secretary of its Board, all as of the day and year first above written.

SELLER:      Signature: \_\_\_\_\_

Wilson Schultz  
as Nominee-Seller and the School Treasurer

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

COMMUNITY UNIT SCHOOL DISTRICT NUMBER  
100, JERSEY AND GREENE COUNTIES, ILLINOIS

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JERSEY         )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education (the “*Board*”) of Community Unit School District Number 100, Jersey and Greene Counties, Illinois (the “*District*”), and as such officer I do hereby certify that on the 29th day of April, 2021, there was filed in my office a properly certified copy of that certain document, executed by the President of the Board, attested by me in my capacity as Secretary of the Board, and further executed, as Nominee-Seller, by the School Treasurer who receives the taxes of the District, also attested by me, dated as of April 29, 2021, and entitled “INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Community Unit School District Number 100, Jersey and Greene Counties, Illinois”; and supporting the issuance of certain Taxable General Obligation Debt Certificates (Limited Tax), Series 2021C, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 29th day of April, 2021.

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Secretary, Board of Education

*Section 6. Certificate Details.* For the purpose of providing for the Project, there shall be issued and sold certificates of the District in the principal amount of \$707,000, which shall be designated “Taxable General Obligation Debt Certificates (Limited Tax), Series 2021C” (the “*Certificates*”). The Certificates shall be dated April 29, 2021, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100 each and authorized integral multiples thereof (but no single Certificate shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Certificates shall become due and payable serially (subject to prior redemption as hereinafter set forth) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2021	\$137,600	0.75%
2022	139,500	0.95%
2023	141,100	1.25%
2024	143,100	1.60%
2025	145,700	1.95%

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2021. Interest on each Certificate shall be paid by check or draft of the Carrollton Bank, Carrollton, Illinois, as the registrar and paying agent (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the office of the Certificate Registrar.



The Certificates shall be signed by the manual or facsimile signatures of the President and Secretary of the Board, and shall be registered, numbered and countersigned by the manual or facsimile signature of the School Treasurer, as they shall determine, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

*Section 7. Registration of Certificates; Persons Treated as Owners.* The District shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Resolution to be kept at the office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, *provided, however*, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her

legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

*Section 8. Redemption. (a) Optional Redemption.* The Certificates shall be subject to redemption prior to maturity at the option of the District as a whole or in part in integral multiples of \$100 as determined by the District (less than all of the Certificates to be selected by the Certificate Registrar), on any date, at the redemption price of par plus accrued interest to the redemption date.

*(b) General.* The Certificates shall be redeemed only in the principal amount of \$100 and integral multiples thereof. The District shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$100 Certificate or \$100 portion of a Certificate shall be as likely to be called for redemption as any other such \$100 Certificate or \$100 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds

with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the District in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

*Section 9. Redemption Procedure.* Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving

of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

*Section 10. Form of Certificate.* The Certificates shall be in substantially the following form; *provided, however*, that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED  
No. \_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**COUNTIES OF JERSEY AND GREENE**

**COMMUNITY UNIT SCHOOL DISTRICT NUMBER 100**

**TAXABLE GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 2021C**

See Reverse Side for Additional Provisions
---

Interest  
Rate: \_\_\_\_%

Maturity  
Date: December 1, 20\_\_

Dated  
Date: April 29, 2021

Registered Owner: Carrollton Bank

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community Unit School District Number 100, Jersey and Greene Counties, Illinois (the “*District*”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2021, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the office of Carrollton Bank, Carrollton, Illinois, as certificate registrar and paying agent (the “*Certificate Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the

close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, and that the District shall budget funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.



[5] IN WITNESS WHEREOF, said Community Unit School District Number 100, Jersey and Greene Counties, Illinois, by its Board of Education, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of the President and Secretary of said Board of Education, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the School Treasurer who receives the taxes of the District, all as of the Dated Date identified above.

SPECIMEN

\_\_\_\_\_  
President, Board of Education

Registered, Numbered and Countersigned:

SPECIMEN

\_\_\_\_\_  
Secretary, Board of Education

SPECIMEN

\_\_\_\_\_  
School Treasurer

Date of Authentication: April 29, 2021

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
Carrollton Bank, Carrollton, Illinois

This Certificate is one of the Certificates described in the within mentioned resolution and is one of the Taxable General Obligation Debt Certificates (Limited Tax), Series 2021C, of Community Unit School District Number 100, Jersey and Greene Counties, Illinois.

CARROLLTON BANK, as Certificate Registrar

By \_\_\_\_\_  
SPECIMEN  
Authorized Officer

**COMMUNITY UNIT SCHOOL DISTRICT NUMBER 100**

**JERSEY AND GREENE COUNTIES, ILLINOIS**

**TAXABLE GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 2021C**

[6] This Certificate is one of a series of certificates issued by the District to pay cost of various capital projects, including the purchase of buses and tractors, in full compliance with the provisions of the School Code of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Education of the District by a resolution duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the District in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “*Agreement*”), dated as of April 29, 2021, entered into by and between the District and the School Treasurer who receives the taxes of the District, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] Certificates of the issue of which this Certificate is one are subject to redemption prior to maturity at the option of the District as a whole or in part in integral multiples of \$100 as determined by the District (less than all the Certificates to be selected by lot by the Certificate Registrar), on any date, at the redemption price of par plus accrued interest to the redemption date.

[8] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will

cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] The Certificates are issued in fully registered form in the denomination of \$100 each and authorized integral multiples thereof. This Certificate may be exchanged at the office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

[11] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

*Section 11. Sale of Certificates.* The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the School Treasurer, and be by the School Treasurer delivered to Carrollton Bank, Carrollton, Illinois (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being par; the contract for the sale of the Certificates heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificates have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract; the surety bond executed by the School Treasurer in connection with the issuance of the Certificates as required by Section 19-6 of the

School Code is hereby approved and shall be filed with the Regional Superintendent of Schools having jurisdiction over the District; and the Certificates before being issued shall be registered, numbered and countersigned by the School Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The execution and delivery of any Term Sheet relating to the Certificates (the “*Term Sheet*”) is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, the Term Sheet and the Certificates.

*Section 12. Use of Certificate Proceeds.* Accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the “General Obligation Debt Certificate (Limited Tax) Fund of 2021C” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “School Building Improvement Fund of 2021” (the “*Project Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates

deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. Pursuant to this Resolution or subsequent resolution or resolutions to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Resolution, any such further resolution and said Work Contracts shall be filed of record with the Secretary of the Board and the School Treasurer. The adoption and filing of any such resolution or resolutions and the Work Contracts with such officers shall constitute authority for the School Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the School Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the District already in existence and in accordance with good accounting

practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the District from the proceeds of the Certificates.

*Section 13. List of Certificateholders.* The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

*Section 14. Duties of Certificate Registrar.* If requested by the Certificate Registrar, the President and Secretary of the Board are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

*Section 15. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.



*Section 16. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted April 14, 2021.

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President, Board of Education

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Secretary, Board of Education

## **EXHIBIT 1**

### **WORK CONTRACTS**

On roll call, Graham, yes; Kary, yes; Perdun, yes; Warford, yes; Brown, yes; Bryden, yes; Carey, yes.  
Motion carried.

B. Renewal of Food Services Management Agreement

After discussion a motion was made by Perdun, seconded by Carey to approve the renewal of the Food Services Management Agreement with Opa! Food Management of Illinois, LLC as presented.

On roll call, Kary, yes; Perdun, yes; Warford, yes; Brown, yes; Bryden, yes; Carey, yes; Graham, yes. Motion carried.

Chris Skinner entered the meeting at 8:27 p.m.

C. Bid – East Elementary School Lift

Mr. Churchman reported that a public bid opening was held on April 8, 2021 for the installation of a lift at East Elementary School. Three companies' submitted bids and one bid did not meet the requirements.

After discussion a motion was made by Graham, seconded by Carey to approve the low bid meeting requirements of \$130,265 from Limbaugh Construction Co.

On roll call, Perdun, yes; Warford, yes; Brown, yes; Bryden, yes; Carey, yes; Graham, yes; Kary, yes. Motion carried.

**OTHER BUSINESS**

None

**BOARD COMMITTEE REPORTS**

None

**ADMINISTRATIVE REPORTS**

**Enrollment and Suspension and Expulsion Reports**

The March enrollment report and suspension/expulsion reports were provided for informational purposes.

**Principals' Reports**

Dr. Brunaugh thanked the board for their support and approval of new staff.

**Directors' Reports**

**District Administrator**

Mr. Churchman held discussion regarding scheduling a time for a tour of the sports complex. It was agreed that tours would be given to board members at 5:00 p.m. and 7:00 p.m. with a facility meeting to be held at 6:00 p.m.

**Curriculum Director**

Dr. Sievers informed the board that meetings would be held with a math curriculum consultant next week. Board members are welcome to attend. Also, Dr. Sievers reported that she would be working

on English/Language arts curriculum.

**Special Education Coordinator and Early Childhood Director**

None

**Director of Finance and Human Resources**

Mrs. Schuenke reviewed the Financial Reimbursement Information (FRIS) report.

**Director of Technology**

None

**Superintendent Report**

Mr. Tuttle discussed the following:

- Covid vaccinations scheduled for 16 year olds and older on April 15
- Administrative staff meeting to conduct an after action review
- Thank you to board members

**ANNOUNCEMENTS**

Mr. Brown made the following announcements:

- |              |  |
|--------------|--|
| A. May 20    | Last Day of School for Students          |
| B. May 21    | District Institute                       |
| C. May - TBD | Regular Board of Education Meeting – TBD |

Mr. Bryden suggested that the estimated time for closed session be expanded to one hour.

**ADJOURNMENT**

A motion was made by Perdun, seconded by Kary to adjourn. On roll call, Warford, yes; Brown, yes; Bryden, yes; Carey, yes; Graham, yes; Kary, yes; Perdun, yes. Motion carried.

The regular meeting of April 14, 2021 adjourned at 8:45 p.m.