

● Commonwealth of Kentucky ●
EDUCATIONAL BULLETIN

FORMS
ELECTION, BOND AND CONTRACT
for
BOARDS OF EDUCATION



Published By
DEPARTMENT OF EDUCATION
H. W. PETERS
Superintendent of Public Instruction

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FOREWORD

The forms contained in this bulletin were prepared by Gordie Young, Assistant Superintendent of Public Instruction, because of the constantly increasing requests for helps of this nature. Each form is an example of an agreement for a particular phase of school work and should serve as a guide to school officials, as well as other interested citizens, who desire to enter into agreements pertaining to the operation of their schools. In preparing these forms an attempt was made to include a sufficient variety to meet most demands for holding elections and making contracts in school districts. It is hoped this volume may prove serviceable and adaptable to the use of school officials into whose hands it may come and that it will help to lighten the cares and give renewed encouragement in the important work of serving the interests of the children of the public schools.

H. W. PETERS
Superintendent Public Instruction

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PART I

FORMS FOR USE IN THE REVERSION

OF INDEPENDENT SCHOOL DISTRICTS TO

THE COUNTY SCHOOL SYSTEM

FOR MINUTES OF INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

(TO REVERT TO COUNTY SYSTEM)

By motion made, seconded and carried, it is ordered that the board of education of the Independent School District petition the County Board of Education, in accordance with Section¹, Kentucky Statutes, to include this independent school district in a proposed subdistrict of County and submit to the voters within that subdistrict the question of whether or not Independent School District shall become a part of the county school district and a tax of not exceeding² cents on each one hundred dollars of property subject to taxation for school purposes within the proposed sub-district boundary be levied annually for local or consolidated school purposes, and that this petition be submitted in writing to the County Board of Education for consideration and action at its next meeting.

.....
Independent School District Board of Education

By, Chairman
....., Secretary

This the day of, 19....., Kentucky.

Note: Forms 1 to 14, inclusive, are designed to include all steps of reversion.
If there is other business following this the date and signature should appear at close of minutes.

¹ Section 4399-12, Kentucky Statutes.
² See Section 4399-12, Kentucky Statutes, for maximum amount which may be levied.

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PETITION

TO BECOME A PART OF THE COUNTY SCHOOL DISTRICT

Commonwealth of Kentucky
 County of
 Independent School District

TO THE BOARD OF EDUCATION OF
 COUNTY SCHOOL DISTRICT:

We, the undersigned, being a majority of the members of the Board of Education of the Independent School District of, Kentucky, acting on authority of Section¹, Kentucky Statutes, hereby petition the County Board of Education to submit the following proposition to the qualified voters within the boundary named below for action thereupon:

PROPOSITION

Shall the County Board of Education be authorized to ask the Fiscal Court of County, Kentucky, to levy annually a tax not exceeding² cents on each one hundred dollars of property subject to this tax for local or consolidated school purposes within the boundary as follows:

Beginning at

This petition was authorized by the board of education of the Independent School District at a meeting on the day of, 19....., of which every member had due notice, and is recorded in the minutes of that meeting.

Given under our hands this day of, 19....., Kentucky.

..... Independent School District Board of Education

By, Chairman

....., Secretary

..... }
 }
 } Members

¹Section 4399-4.
²See Section 4399-12, Kentucky Statutes, for maximum amount which may be levied.

FOR MINUTES OF COUNTY BOARD OF EDUCATION CALLING AN ELECTION FOR A SUBDISTRICT OR CONSOLIDATED SUBDISTRICT TAX

(ACTING ON INDEPENDENT BOARD PETITION)

That Independent School District Board of Education of, Kentucky, on the day of, 19....., filed a petition signed by a majority¹ of the members of said board of education requesting the County Board of Education to call an election for the purpose of ascertaining the will of the majority of the voters of that district as to whether or not that district shall become a subdistrict or consolidated subdistrict of the county school system and levy annually a tax of not exceeding² cents on each one hundred dollars of taxable property subject to school taxation within the boundary for local or consolidated school purposes.

Acting under authority of Section³, Kentucky Statutes, and in accordance with the above mentioned petition, it is hereby ordered by the County Board of Education that a proposed school subdistrict boundary be laid off including said Independent School District, and that such proposed subdistrict boundary shall be as follows:

Beginning at⁴
.....
.....
.....
..... to the beginning.

And it is ordered that an election shall be held to take the sense of the legal voters residing within the above described boundary on the question as to whether or not there shall be authorized the levy annually of a tax for local or consolidated school purposes, which shall include the transportation of all pupils who do not live within reasonable walking distance of school, at a rate not exceeding cents on each one hundred dollars of taxable property within the boundary as valued in assessment for state and county purposes next preceding the levy of the tax. This election shall be held at in said boundary on the day of, 19......

The following citizens⁵ of said boundary are hereby appointed to serve as election officers in this election and to certify the returns of same to the County Board of Education immediately after the close of the polls:

..... as Clerk, and
and as Judges.

By County Board of Education
..... Chairman
..... Secretary
This the day of, 19....., Kentucky

¹ Section 4399-12, Kentucky Statutes, states majority is legal for doing business.
² See note two in form one.
³ See note one in form one.
⁴ It is recommended that the boundary be written in detail rather than to name the subdistricts to be included, since the record of the boundaries is not always clearly stated. This may happen if boundaries have not been rewritten recently. In the case of Harney, et al. v. Nicholas County Board of Education, et al., 235 Ky. 59, the court held that naming the districts was sufficient; but in this case no evidence was submitted to show that a lack of detailed boundary description caused confusion. If the boundary is given, there is less chance for declaring the election void.
⁵ See Section 4399-12, Kentucky Statutes, for authority of appointing these officials and for their duties.

EDUCATION
DISTRICT
TAX

ELECTION NOTICE

(FOR CONSOLIDATED SUBDISTRICT TAX ELECTION INCLUDING
TRANSPORTATION)

Notice is hereby given that an election will be held at the _____ school building on the _____ day of _____, 19____, between the hours of¹ _____ and _____, at which all legal voters living in the boundary set out below are entitled to vote on the following proposition:

PROPOSITION

Shall the _____ County Board of Education be authorized to ask the fiscal court of _____ County, Kentucky, to levy annually a tax not exceeding² _____ cents on each one hundred dollars of property subject to taxation for local or consolidated school purposes, which shall include the transportation of all pupils who do not live within reasonable walking distance of school. Said tax is estimated to produce _____ dollars annually. All legal voters living within the following boundary are entitled to vote.

Beginning at³ _____

_____ to the beginning.

This election was authorized by the _____ County Board of Education at a meeting held on the _____ day of _____, 19____, of which every member had due notice, and is recorded in the minutes of that meeting.

Given under our hand this _____ day of _____, 19____,
_____, Kentucky.

County Board of Education

By _____, Chairman

_____, Secretary

Note: This notice should be posted at least fifteen days before the day of election.

Post in at least two conspicuous public places in subdistrict and insert once in newspaper, if there be one published in the county. (Section 4399-12. Kentucky Statutes)

¹ See Section 4399-12, Kentucky Statutes.

² See Section 4399-12, Kentucky Statutes.

³ See note four of Form III.

ELECTION NOTICE

(FOR CONSOLIDATED SUBDISTRICT TAX ELECTION NOT INCLUDING TRANSPORTATION)

Notice is hereby given that an election will be held at the..... school building on the day of, 19....., between the hours of¹ and, at which all legal voters living in the boundary set out below are entitled to vote on the following proposition:

PROPOSITION

Shall the County Board of Education be authorized to ask the fiscal court of County, Kentucky, to levy annually a tax not exceeding² cents on each one hundred dollars of property subject to taxation for local or consolidated school purposes, within the boundary as follows:

Beginning at³

Yes | No

..... to the beginning.

This election was authorized by the County Board of Education at a meeting held on the day of, 19....., of which every member had due notice, and is recorded in the minutes of that meeting.

Given under our hand this day of, 19.....,, Kentucky.

..... County Board of Education

By, Chairman

....., Secretary

Note: This notice should be posted at least fifteen days before the day of election. Post in at least two conspicuous public places in subdistrict and insert once in newspaper, if there be one published in the county. (Section 4399-12, Kentucky Statutes.)

¹ See Section 4399-12, Kentucky Statutes, for time of election.

² See note two of Form I.

³ See note four of Form III.

CERTIFICATE OF ELECTION RETURNS

(FOR SUBDISTRICT OR CONSOLIDATED SUBDISTRICT TAX)

To the County Board of Education:

We, the officers of election in the proposed school subdistrict of County, Kentucky, certify that the poll sheets returned herewith show a true and correct record of the votes cast at the election held on the day of, 19....., on the proposition of abolishing Independent School District and authorizing a levy annually of a tax for local or consolidated school purposes at a rate of not exceeding cents on each one hundred dollars of taxable property within the boundary of the subdistrict, and that the total votes registered were

For authorizing the levy votes;
Against authorizing the levy votes.

This the day of, 19.....,,
Kentucky.

....., Judge
....., Judge
....., Clerk

MINUTES OF COUNTY BOARD OF EDUCATION DECLARING RESULTS OF ELECTION

On this the day of, 19....., came to be considered the returns of an election held at, on the day of, 19....., to determine the will of the legal voters within the proposed boundary as to whether or not the Independent School District shall be abolished and become a subdistrict or a consolidated subdistrict of the County School System, and a tax of not exceeding cents on each one hundred dollars of taxable property within the boundary be levied annually for local or consolidated school purposes, (which tax shall include the transportation of all pupils who do not live within reasonable walking distance of school)¹ and is estimated to produce dollars annually.

It appears from said returns, duly and lawfully made, that there were cast at said election votes, of which number votes were cast for the proposition and votes were cast against the proposition. It is, therefore, found, declared and so ordered by the County Board of Education that a majority of the voters at said election voted in favor of said proposition, and the territory included in the proposed boundary is declared a subdistrict or consolidated subdistrict of the county school system, and a tax is authorized.

It was moved, seconded and carried that a copy of these minutes be mailed by the Secretary of this board to the Secretary of the Independent School District Board of Education,, Kentucky.

..... County Board of Education

By, Chairman

....., Secretary

Note: For minutes of county board of education showing returns of election for independent school district to become a subdistrict or consolidated subdistrict of county and levy annually a tax for local school purposes, including transportation.

¹If tax does not include transportation the words in parentheses should be left out.

PETITION OF FORTY PER CENT OF THE LEGAL VOTERS OF THE PROPOSED SUBDISTRICT TO LEVY A SUBDISTRICT TAX

We, the undersigned, being forty per cent of the legal voters of subdistrict, in the county of, Commonwealth of Kentucky, hereby petition the Board of Education to call an election, as provided in Section¹, Kentucky Statutes, to determine whether it is the will of a majority of the legal voters of said proposed subdistrict to levy a subdistrict tax.

.....
.....
.....
.....
.....
.....
.....
.....

¹See Section 4399-12, Kentucky Statutes, for authority to, and method of, becoming a subdistrict or part of a consolidated subdistrict of the county school district.

MINUTES OF THE BOARD OF EDUCATION CALLING AN ELECTION ON PETITION OF FORTY PER CENT OF THE LEGAL VOTERS

In compliance with Section¹, Kentucky Statutes, and in accordance with the petition filed with this Board signed by forty per cent of the legal voters of the subdistrict, Kentucky, it is hereby ordered by the Board of Education that an election be held in the following boundary to determine whether it is the will of a majority of the legal voters that a tax be levied not to exceed cents.

Beginning
.....
.....

This election will be held at school building on the day of, 19..... The polls will open at and close at

The following citizens of the above mentioned boundary are hereby appointed to serve as election officers in this election and to certify the returns of the same to the Board of Education: and and as election officers.

..... Board of Education
By, Chairman
....., Secretary

¹See Section 4399-12, Kentucky Statutes.
Minutes should be signed here unless other business follows this.

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Chairman
Secretary

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ELECTION NOTICE

(FOR PROPOSED SUBDISTRICT ON PETITION OF
FORTY PER CENT OF ITS LEGAL VOTERS)

Notice is hereby given that an election will be held at the
school building on the day of, 19....., from
..... to, for the purpose of taking the sense of the legal voters
residing within the boundary herein stated on the question as to whether
or not a tax shall be levied not to exceed cents for the purpose of

Legal voters in the following boundary are entitled to a vote in this
election:

.....
.....
.....
.....

..... Board of Education

By, Chairman
....., Secretary

..... Kentucky, day of, 19.....

CERTIFICATE OF ELECTION RETURNS

(ON PETITION OF FORTY PER CENT OF LEGAL VOTERS IN A
PROPOSED SUBDISTRICT)

To the Board of Education:

We, the officers of election, certify that the totals given below show
a true and correct count of the votes cast at this election held on the
..... day of, 19....., at the school
building,, Kentucky, for the purpose of taking the sense
of the legal voters residing in this proposed subdistrict as to whether or
not a tax shall be levied not to exceed.....cents for the purpose of.....

.....
.....

Number of ballots thrown out

In favor of levying the taxvotes.

Against levying the taxvotes.

Total votes cast

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.....
..... } Election Officers

This day of, 19.....

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....., Secretary

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OF EDUCATION

....., Chairman
....., Secretary

MINUTES OF COUNTY BOARD OF EDUCATION

(ON REVERSION OF INDEPENDENT SCHOOL DISTRICT TO COUNTY
SCHOOL DISTRICT BY MUTUAL AGREEMENT OF THE
TWO BOARDS)

On the.....day of....., 19....., came the following
committee.....,,,
....., from the.....Independent School District
Board of Education of....., Kentucky, and presented the proposi-
tion of the.....Independent School District to become a part of
the.....County School District, by mutual agreement of the two
boards, according to Section¹, Kentucky Statutes.

After due consideration of the question by this board, motion was made
and carried whereby the.....Independent School District shall
become a subdistrict of the.....County School District on the
following conditions:

CONDITIONS

That on and after the.....day of....., 19....., the
.....Independent School District of....., Kentucky,
shall become a subdistrict of the.....County School District,
and all property belonging to and held in the corporate name of the.....
Independent School District Board of Education of.....Inde-
pendent School District abolished shall pass to and be possessed and held
in the corporate name of the.....County Board of Education of
....., Kentucky.

The.....County Board of Education shall, after due and
proper audit, possess all funds on hand or to be collected and shall assume
all responsibility, financial or otherwise, lawfully entered into by contract
or otherwise by the.....Board of Education of the.....
Independent School District abolished.

On and after the acceptance of the proposition, as evidenced by receipt
from the.....County Board of Education to the.....
Independent School District Board of Education, the.....County
Board of Education shall assume full authority for the operation of the
.....Independent School District as a subdistrict of the
.....County School District. It is agreed that the present
members of the independent school district board shall () shall not ()
serve as additional members of the county board of education until the
expiration of their present terms.

.....County Board of Education

By Chairman
..... Secretary

¹ See Section 4399-4, Kentucky Statutes.

MINUTES OF INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

(ACTING ON REPORT OF COMMITTEE ON REVERSION OF INDEPENDENT SCHOOL DISTRICT BY MUTUAL AGREEMENT OF THE TWO BOARDS)

The committee appointed on the.....day of....., 19....., to confer with the.....County Board of Education on the proposition of the reversion of the.....Independent School District to the.....County School District by mutual agreement of the two boards, made the following report:

The.....County Board of Education agrees to take over the.....Independent School District as a subdistrict of the county school district by mutual agreement of the two boards, on the condition that the.....Independent School District Board of Education, as evidenced by contract to be entered into by the two boards, agrees to turn over all property belonging to and held in the corporate name of the.....Independent School District Board of Education thus abolished to and be possessed and held in the corporate name of the.....County Board of Education;

That the.....County Board of Education agrees after due and proper audit to possess all funds on hand or to be collected and to assume all responsibility, financial or otherwise, lawfully entered into by contract or otherwise, by the.....Board of Education of the.....Independent School District abolished. It is agreed that the present members of the independent school district board shall () shall not () serve as additional members of the county board of education until the expiration of their present terms.

On motion, which was duly carried, this board of education accepts the report of the committee and the proposition of the.....County Board of Education and hereby orders the Chairman and Secretary of this Board to enter into contract on the terms herein stated with the.....County Board of Education in the name of the.....Independent School District Board of Education for the reversion of the.....Independent School District to the.....County School District in accordance with Section¹, Kentucky Statutes.

.....
INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

By:, Chairman

....., Secretary

¹ Section 4399-4, Kentucky Statutes.

Note: If there is no further business the minutes should be signed here.

DISTRICT
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T OF THE

CONTRACT BETWEEN INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION AND COUNTY BOARD OF EDUCATION

(ON REVERSION OF INDEPENDENT SCHOOL DISTRICT BY MUTUAL AGREEMENT OF THE TWO BOARDS)

This contract made and entered into this.....day of....., 19....., by and between the.....Independent School District Board of Education of....., Kentucky, party of the first part, and the.....County Board of Education of....., Kentucky, party of the second part,

WITNESSETH, that, whereas the party of the first part does hereby transfer all property belonging to and held in the corporate name of the.....Independent School District Board of Education, to be possessed and held in the corporate name of the.....County Board of Education, party of the second part, on the following conditions:

The.....County Board of Education agrees to take over the.....Independent School District as a subdistrict of the.....County School District and provide adequate school facilities for the.....Independent School District thus abolished:

That they will, after due and proper audit, possess all funds on hand or to be collected, and will assume all responsibility, financial or otherwise, lawfully entered into, by contract or otherwise, by the.....Independent School District Board of Education of the.....Independent School District thus abolished.

After the acceptance of this proposition, as evidenced by the signing of this contract, the.....County Board of Education shall have and assume full authority for the operation of the.....Independent School District as a subdistrict of the.....County School District. It is agreed that the present members of the independent school district shall () shall not () serve as additional members of the county board of education until the expiration of their present terms.

.....INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION
(Party of the first part)

By:, Chairman
....., Secretary

.....COUNTY BOARD OF EDUCATION

By:, Chairman
....., Secretary

NOTICE

Superintendent Public Instruction
Frankfort, Kentucky

Dear Sir:

You are hereby notified that on the.....day of,
19....., the.....Independent School District became a part of
theCounty school system, by.....
.....in accordance with Section.....Kentucky Statutes,
Order State Board)

You are hereby instructed to pay to the treasurer of the.....
County Board of Education all moneys due the.....Independent
School District Board of Education now or which may hereafter be due it
from state per capita or otherwise.

Given under our hands this the.....day of....., 19.....

INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

By....., Chairman
....., Secretary

NOTICE

Superintendent Public Instruction
Frankfort, Kentucky

Dear Sir:

You are hereby notified that on the.....day of.....,
19....., the Independent School District became a part of
the County School District by
.....in accordance with Section.....Kentucky Statutes.
Order State Board)

You are hereby instructed to pay to the Treasurer of the.....
County Board of Education all moneys due the.....Independent
School District Board of Education now or which may hereafter be due it
from state per capita or otherwise.

This notice is given you because of the fact that we hereby assume the
obligation for the education of all the pupil children within the territorial
limits of the former.....Independent School District.

Given under our hands this the.....day of, 19.....

COUNTY BOARD OF EDUCATION

By....., Chairman
....., Secretary

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EDUCATION
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EDUCATION
....., Chairman
....., Secretary

PART II
FORMS FOR USE IN
CONSOLIDATION AND SUBDISTRICT
TAX ELECTIONS

MINUTES OF THE COUNTY BOARD OF EDUCATION CALLING AN ELECTION

(CONSOLIDATED DISTRICT TAX LEVY)

It appears from reliable information submitted to this board that it is desirable to establish a consolidated school in.....community and levy a subdistrict tax for school purposes.

In accordance with Section 4399-12, Kentucky Statutes, it is hereby ordered that an election be called to ascertain the will of the legal voters on the following proposition:

PROPOSITION

Shall the.....County Board of Education be authorized to ask the fiscal court of.....County, Kentucky, to levy annually a tax for consolidated school purposes, which shall include transportation of all pupils who do not live within reasonable walking distance of the school, at a rate not exceeding.....cents on each one hundred dollars of taxable property subject to this tax as valued in assessment for state and county purposes next preceding the levy of the tax, which tax is estimated to produce a revenue of \$..... annually.

The boundary upon which the proposed tax applies, is described as follows:

Beginning at
.....
..... to the beginning.

This the.....day of....., 19.....

.....County Board of Education

By:, Chairman

....., Secretary

Note: If there is no further business the minutes should be signed here.

ELECTION NOTICE

(FOR CONSOLIDATED SUBDISTRICT TAX ELECTION INCLUDING TRANSPORTATION)

Notice is hereby given that an election will be held at the....., and..... school buildings on the.....day of....., 19....., between the hours of..... and..... (Central or Eastern standard time) at which all the legal voters living within the boundary set out below are entitled to vote on the following proposition:

PROPOSITION

Shall the.....County Board of Education be authorized to ask the fiscal court of.....County, Kentucky, to levy annually, within the boundary set out below, a tax for consolidated school

EDUCATION

purposes which shall include transportation of all pupils who do not live within reasonable walking distance of school, at a rate not exceedingcents on each one hundred dollars of property subject to this tax as valued in assessment for state and county purposes next preceding the levy of the tax, which is estimated to produce.....dollars annually:

Beginning at to the beginning.

This election was authorized by the.....County Board of Education at a meeting held on the.....day of....., 19....., at which every member had due notice, and is recorded in the minutes of said meeting.

Given under our hands this the.....day of....., 19....., Kentucky.

.....County Board of Education
....., Chairman
....., Secretary

¹ See Section 4399-12, Kentucky Statutes.

Note: This notice should be posted in at least two conspicuous public places in the subdistrict not less than fifteen days before the day of election.

POLL SHEET

(FOR CONSOLIDATED SUBDISTRICT TAX ELECTION INCLUDING TRANSPORTATION)

QUESTION:

Are you in favor of authorizing the.....County Board of Education to ask the fiscal court of.....County, Kentucky, to levy annually a tax for consolidated school purposes within the boundary proposed, which shall include transportation of all pupils who do not live within reasonable walking distance of school, at a rate not exceedingcents on each one hundred dollars of property subject to this tax as valued in assessment for state and county purposes next preceding the levy of the tax, which tax is estimated to produce annually.....dollars?

ANSWER:

Table with columns: Name of Voter, Yes, No, Name of Voter, Yes, No. Multiple rows for voter entries.

CERTIFICATE OF ELECTION RETURNS (INCLUDING TRANSPORTATION)

To the.....County Board of Education:

We, the officers of election in the proposed consolidated school sub-district, of....., in County, Kentucky, certify that the poll sheets returned herewith show a true and correct record of votes cast at this election held on the.....day of....., 19....., on the proposition to authorize the levy annually of a tax for consolidated school purposes at a rate of not exceeding.....cents on each one hundred dollars of taxable property within this proposed consolidated school subdistrict boundary, subject to the tax and that the total votes registered were:

Number of ballots thrown out.....
For authorizing the levyvotes:
Against authorizing the levyvotes.
Total number of ballots cast

.....
..... } Election Officers
.....

This the.....day of....., 19.....,
Kentucky.

FOR MINUTES OF COUNTY BOARD OF EDUCATION SHOWING ELECTION RETURNS ON CONSOLI- DATED SUBDISTRICT TAX ELECTION

The returns, as certified by the election officers appointed by this Board to hold an election on the.....day of....., 19....., at theschool building, for the purpose of determining the will of the legal voters within the proposed boundary as to whether or not there shall be authorized the levy annually of a tax for consolidated school purposes, which shall include the transportation of all pupils who do not live within reasonable walking distance of school, at a rate not exceeding.....cents on each one hundred dollars of taxable property subject to this tax within said boundary, as valued in assessment for state and county purposes next preceding the levy of the tax, which tax is estimated to produce a revenue of.....dollars annually, show that there werevotes registered.

Number of ballots thrown out.....
For authorizing the levyvotes:
Against authorizing the levyvotes.
Total number of ballots cast

Since the majority of the votes cast were () were not () in favor of the question the county board of education is () is not () authorized to ask the fiscal court to levy annually said tax in accordance with Section¹, Kentucky Statutes.

.....County Board of Education

By Chairman
..... Secretary

This the.....day of....., 19.....,
Kentucky.

¹ Section 4399-12, Kentucky Statutes.

FOR MINUTES OF COUNTY BOARD OF EDUCATION SHOWING ELECTION RETURNS ON SUBDIS- TRICT TAX ELECTION

The returns, as certified by the election officers appointed by this Board to hold an election on the.....day of....., 19....., at the.....school building, for the purpose of determining the will of the legal voters within the proposed boundary as to whether or not there shall be authorized the levy annually of a tax for.....and other local school purposes, at a rate not exceeding.....cents on each one hundred dollars of property, subject to this tax, within said boundary, as valued in assessment for state and county purposes next preceding the levy of the tax, which tax is estimated to produce a revenue of.....dollars annually, show that there were.....votes in favor of the question and.....votes against the question.

Since the majority of the votes cast were () were not () in favor of the question, the fiscal court is () is not () authorized to levy annually said tax in accordance with Section¹, Kentucky Statutes.

.....County Board of Education

By:, Chairman
....., Secretary

This the.....day of....., 19.....,, Kentucky.

¹Section 4399-22, Kentucky Statutes.

SCHOOL BUS DRIVER'S CONTRACT

(PRIVATELY OWNED BUSES)

STATE OF KENTUCKY }
County of } ss

This contract entered into this.....day of....., 19..... by and between the Board of Education of the County School District ofCounty, Kentucky, hereinafter known as the Board, and.....of....., Kentucky, hereinafter known as the Bus Driver.

WITNESSETH:

A. That the said Board has employed the said Bus Driver to drive a bus for the above named school district for a term of.....months during the school year ending June 30, 19....., at a salary of \$..... per month of twenty school days.

B. It is mutually agreed:

1. That no salary shall be paid (1) for days when classroom teachers do not receive pay and (2) for days when school is in session but the bus does not run.

2. That if this contract is violated by either party the other party may terminate the contract by giving the party violating this contract twenty-four (24) hours written notice.

C. The said Board further agrees:

- 3. To pay the Bus Driver's salary in monthly installments at the same time and in the same manner as the teachers are paid.
- 4. To furnish the Bus Driver a written copy of all its rules and regulations governing transportation in the district as recorded in its minute book and, when necessary, to render reasonable assistance in enforcing them.

D. The said Bus Driver further agrees:

- 5. To abide by all rules and regulations governing the transportation of pupils as now recorded in the minutes of the Board of Education.
- 6. To recognize the superintendent or principal of the school as the administrative officer of the Board in charge of all activities of the school, including the transportation of pupils; to follow his instructions and reasonable interpretations in all matters pertaining to the school and the transportation of pupils; and, otherwise to cooperate with said superintendent or principal promptly and cheerfully in every way possible.
- 7. To drive the route and schedule as designated from time to time by the Board of Education or the superintendent; provided that said route shall not be longer than.....miles; provided further, that the Board reserves the right to lengthen the route by making a corresponding increase in the pay of the Bus Driver.
- 8. To provide a bus chassis to be approved by the Board or its authorized agent and to maintain it in a condition satisfactory to the Board, at his own expense.
- 9. To pay all cost of maintenance operation of the bus regularly driven by him on regular school bus routes.
- 10. To provide a bus body to be approved by the Board or its authorized agent and to maintain it in a condition satisfactory to the Board at his own expense.
- 11. Not to incur any expense against the school district without first having obtained legal authority to incur same.
- 12. That this contract is void and of no effect unless all of its conditions not specifically struck out are strictly fulfilled, and should said Bus Driver refuse to comply with same he shall forfeit to the above named district any unpaid salary due him.
- 13. Not to assign this contract to any third party.
- 14. Not to employ a substitute driver for one or more trips except upon written consent of the Board of Education or its authorized agent.
- 15. It is also agreed that

Witness our signature this.....day of....., 19.....
County Board of Education
, Secretary
, Chairman

.....Bus Driver
 Approved this.....day of....., 19.....
County Superintendent
County Board of Education

11. Not to incur any expense against the school district without first having obtained legal authority to incur same.
12. That this contract is void and of no effect unless all of its conditions not specifically struck out are strictly fulfilled, and should said Bus Driver refuse to comply with same, he shall forfeit to the above named district any unpaid salary due him.
13. Not to assign this contract to any third party.
14. Not to employ a substitute driver for one or more trips except upon written consent of the Board of Education or its authorized agent.
15. It is also agreed that

Witness our signature this.....day of....., 19.....
County Board of Education
Secretary
Chairman
Bus Driver

Approved this.....day of....., 19.....
County Superintendent
County Board of Education

Form 28

SCHOOL BUS DRIVER'S CONTRACT

(PUBLICLY OWNED BUSES)

STATE OF KENTUCKY }
 County of } ss.

This contract entered into this.....day of....., 19.....
 by and between the Board of Education of the County School District of
County, Kentucky, hereinafter known as the Board, and
 of , Kentucky, hereinafter known
 as the Bus Driver.

WITNESSETH:

A. That the said Board has employed the said Bus Driver to drive a bus for the above named school district for a term of.....months during the school year ending June 30, 19....., at a salary of \$..... per month of twenty school days.

- B. It is mutually agreed:
1. That no salary shall be paid (1) for days when classroom teachers do not receive pay and (2) for days when school is in session but the bus does not run.
 2. That if this contract is violated by either party, the other party may terminate the contract by giving the party violating this contract twenty-four (24) hours written notice.

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....., 19.....
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....., Secretary
....., Chairman

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Superintendent
rd of Education

Form 28

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- C. The said Board further agrees:
3. To pay the Bus Driver's salary in monthly installments at the same time and in the same manner as the teachers are paid.
 4. To provide a bus chassis and maintain it in good running condition, at the expense of the district.
 5. To pay for all costs of maintenance and operation of the bus out of the district appropriation for Maintenance and Operation of vehicles; provided that burned out bearings due to insufficient lubrication and radiators and engine heads that have burst due to freezing shall be repaired at the expense of the Bus Driver, when this is clearly due to the negligence of said bus driver.
 6. To provide a bus body and maintain it in good operating condition at the expense of the district.
 7. To furnish the Bus Driver a written copy of all its rules and regulations governing transportation in the district as recorded in its minute book and, when necessary, to render reasonable assistance in enforcing them.

- D. The said Bus Driver further agrees:
8. To abide by all rules and regulations governing the transportation of pupils as now recorded in the minutes of the Board of Education.
 9. To recognize the superintendent or principal of the school as the administrative officer of the Board in charge of all activities of the school, including the transportation of pupils; to follow his instructions and reasonable interpretations in all matters pertaining to the school and the transportation of pupils; and, otherwise to cooperate with said superintendent or principal promptly and cheerfully in every way possible.
 10. To drive the route and schedule as designated from time to time by the Board of Education or the superintendent; provided that said route shall not be longer than.....miles; provided further, that the Board reserves the right to lengthen the route by making a corresponding increase in the pay of the Bus Driver.
 11. Not to incur any expense against the school district without first having obtained legal authority to incur same.
 12. That this contract is void and of no effect unless all of its conditions not specifically struck out are strictly fulfilled, and should said Bus Driver refuse to comply with same he shall forfeit to the above named district any unpaid salary due him.
 13. Not to assign this contract to any third party.
 14. Not to employ a substitute driver for one or more trips except upon written consent of the Board of Education or its authorized agent.
 15. It is also agreed that

Witness our signature this.....day of....., 19.....
County Board of Education
Secretary
Chairman
Bus Driver

Approved this.....day of....., 19.....
County Superintendent
County Board of Education

BOND

Know All Men by These Presents: That we....., principal, and and of Kentucky, as sureties, are held and firmly bound unto the school board of District, County of....., and State of Kentucky, in the full and just sum of..... Dollars, lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

Now, Therefore, the Conditions of the above Obligation are such, that if the above bounden..... shall faithfully and truly perform a contract for the transportation of certain school children of..... School District of..... County, Kentucky, according to the manner therein specified and agreed upon, and for the consideration therein named, which said contract is hereto attached and made a part hereof, and entered into this..... day of, 193....., between the said..... and the School Board of..... District of..... County, Kentucky, as required by law, then this obligation to be void, otherwise to be and remain in full force and virtue.

In witness Whereof, The said..... and sureties have hereunto set their hands and seals this..... day of....., 193.....

.....
Principal
.....
Surety
.....
Surety

STATE OF KENTUCKY
..... County

Before me,, a Notary Public, in and for County, Kentucky, this..... day of....., 193....., A. D., personally appeared the said, to me known and known to me to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

.....
Notary Public.

BOND FOR SCHOOL BUS DRIVERS

The following form of bond is suggested for use in districts where the drivers are under bond for the faithful performance of the duties pertaining to their contracts.

BOND

State of Kentucky, County of..... ss.

KNOW ALL MEN BY THESE PRESENTS:

THAT..... as principal, and and as sureties, are hereby firmly bound by these presents to the Board of Education of..... County School District, in the penal sum of..... (\$) dollars in lawful

money of the United States, for the payment of which sum well and truly to be made, the said principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this.....day of..... 19.....

The condition of this obligation is such that,

WHEREAS, said principal has entered into a written contract with the above mentioned school district dated the.....day of....., 19....., whereby the said principal herein was employed to drive the school wagon or truck on route No. of such district, according to the terms and conditions of said contract, a copy of which is hereto attached and made a part hereof.

NOW, THEREFORE, if the said.....shall faithfully perform and discharge all his duties as provided for and agreed to in the contract hereinbefore mentioned, and in accordance with all the terms and conditions thereof, then this bond shall be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this.....day of..... 19.....

WITNESSES:

..... As to Principal Principal
..... As to First Surety First Surety
..... As to Second Surety Second Surety

PART III
SUGGESTIVE FORMS AND PROCEDURE
FOR
THE ORGANIZATION OF A HOLDING CORPORATION

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SUGGESTIVE FORMS AND PROCEDURE FOR THE ORGANIZATION OF A HOLDING CORPORATION

The first step in the organization of a holding corporation is to interest several leading citizens of your school district in the proposition. Five or more persons thus interested should then band themselves together, draw up articles of incorporation and sign them. A copy of these articles of incorporation should then be filed with the county clerk and the original should be mailed to the Secretary of State. A nominal fee, usually about three dollars, is charged by the Secretary of State for this service.

After the receipt of a certificate of approval from the Secretary of State, the incorporators of the holding corporation should then meet and organize by electing one of its members president, one vice-president, one secretary and one treasurer. The incorporators or directors of the holding corporation should then draw up brief by-laws governing the organization and should determine the time and place of meeting. After the holding corporation is organized the school board should convey title to the site, upon which the proposed school building is to be constructed, to the holding corporation. The corporation will then name its trustee, usually a bank, trust company or an individual. The trustee then issues bonds against the school site and improvements to be made upon the site in amount and at times ordered by the corporation.

The sale of the bonds, advertising for sealed bids on the construction of the building, the awarding of a contract for the erection of the building and the actual construction of the school building follow. Upon the completion of the building the holding corporation enters into a lease contract with the board of education whereby the board of education agrees to rent the building from the holding corporation annually, at a rental sufficient to pay the interest on the bonds and the principal as the bonds mature.

Numerous cases involving the organization of holding corporations to finance schoolhouse construction have been before the Court of Appeals and in each instance the validity of this method has been upheld. A partial list of such decisions of the court of Appeals follows:

- Bridges v. Scott County Board of Education, 234 Ky. 836;
Whitworth v. Breckinridge County Board of Education, 225 Ky. 222,
7 S. W. (2nd) 1070;
Button v. Trimble County Board of Education, 235 Ky. 771;
Rothchild v. Shelbyville Board of Education, 254 Ky. 467;
Reneer v. Centertown Educational Corporation, et al., 253 Ky. 328;
Waller v. Georgetown Board of Education, 209 Ky. 726, 273 S. W. 498;
Overall v. City of Madisonville, 125 Ky. 684, 102 S. W. 278, 31 Ky. Law
Reporter 278, 12 L. R. A. (N. S.) 433;
Gosney, et al. v. Butler Consolidated Graded School, 219 Ky. 242.

SUGGESTED POINTS TO BE OBSERVED

1. The board of education should determine the approximate amount of money which it may set aside in its budget each year for rental without seriously handicapping the other functions of the school system. Unless

the board of education has a sufficient taxing margin to provide an annual appropriation for rental or can clearly show that further economy under the present taxing arrangement is possible so that a certain definite amount can be set aside each year as rental, a holding corporation should not be undertaken. In fact, it is very doubtful if a market could be found for the bonds except under the favorable condition set out above.

2. The amount of rental which a board of education can set aside each year will determine the amount of bonds which the holding corporation should issue and consequently, the cost limitation of the proposed project, the schedule for retirement of the serial bonds and the number of years over which the bond issue is spread.
3. The confidence of leading citizens who are interested in the schools must be secured. The board of education is dependent upon citizens other than members of the board of education to organize a holding corporation and the need for such a corporation should be carefully explained. It should be pointed out that such a corporation is private in character and that the vote of the people is not required for issuance of bonds, neither is the holding corporation governed by constitutional or statutory debt limitations placed upon boards of education. It should further be pointed out that the private property of incorporators is in no way liable for any debt or contract of the corporation.
4. The banks of the community should be approached and interested in the proposition. The holding corporation will be largely dependent upon the banks to market the bonds. If local banks are not interested, it is possible that one or more firms of bond brokers could be interested in the purchase of the issue of bonds. It is a good idea to draw up the plans roughly for a holding corporation, that is, determine the amount of money needed and the number of years over which the serial bonds will mature, which, of course, is dependent upon the rental which the board can pay and then ascertain what rate of interest the bonds must bear in order to market them. If the local banks or a firm of bond brokers is to purchase them at par, it is generally a good policy in the bids on interest rate to ask the prospective purchaser to take care of all costs incident to the organization of the holding corporation, which includes cost of filing articles of incorporation, all legal fees and the printing or engraving of bonds.
5. It is suggested that all bonds be subject to call at par at any time. This protects the board of education and the holding corporation and makes it possible for them to retire more of the debt than its schedule provides for in the event that the board unexpectedly finds itself in possession of an unexpended balance at the end of any fiscal year. This, of course, would relieve the board of education of further interest payments on these bonds.
6. The board of education and holding corporation must work in close cooperation. The holding corporation is dependent upon the board of education to rent the building which it constructs, consequently, the holding corporation should delegate the selection of an architect and the planning of the school building to the board of education. It is usually wise to have a building committee made up of two or more members of the board of education and representatives of the holding corporation to handle all minor details during the planning and construction of the building.

MINUTES

OF BOARD OF EDUCATION CONTRACTING WITH AN EDUCATIONAL CORPORATION

At a meeting of the Board of Education held at, Kentucky, on the day of, 19....., the following members were present:
 President
 Secretary

It was moved, seconded and carried unanimously that the president and secretary be authorized on behalf of Board of Education to execute a deed to Educational Corporation of, Kentucky, for school property. The motion adopted was as follows:

WHEREAS, there has been submitted to this board a certain plan for raising funds to finance, and

WHEREAS, it was provided in that plan that the Board of Education of, Kentucky, should deed to the Educational Corporation of, Kentucky, the following property:

..... Dollars, for the consideration of and also to provide for the execution and delivery of a lease between said Educational Corporation and said Board of Education, on motion duly made, seconded and unanimously carried by vote of the entire board, it is now ordered that the President and Secretary for and on behalf of the Board of Education execute both a deed and a lease, and, after said execution the same shall be left in the hands of the Secretary of the Board for final delivery on the payment of the above mentioned consideration and the execution of said lease by the said Educational Corporation. Copies of the said deed and lease are made a part of these minutes and of this order.

..... Board of Education
 By, President
, Secretary

ARTICLES OF INCORPORATION

KNOW ALL MEN BY THESE PRESENTS:

I

That

..... stockholders, do associate to form a corporation under the laws of the Commonwealth of Kentucky.

II

That the corporation shall be named and known as....., by which name it may contract and be contracted with, sue and be sued, adopt a corporate seal and conduct its business.

III

The principal office and place of business of said corporation shall be at..... County, Kentucky.

IV

The business proposed to be transacted, conducted and carried on by said corporation shall not be for profit, but shall be for educational and other charitable purposes; to receive, hold, disburse gifts, bequests and other funds for said purposes, to own and maintain suitable real estate and buildings for its purposes, and to do all things necessary and incident thereto.

V

Said corporation shall have no capital stock, and is formed not for profit, but to promote the cause of education.

VI

The corporation shall commence business as soon as practicable after these articles are filed in the County Clerk's office of..... County, and in the office of the Secretary of State, Frankfort, Kentucky. The corporation shall continue for a period of twenty-five years, unless sooner dissolved by a majority vote of its members. This corporation shall exist for.....years.

VII

The affairs and business of the corporation shall be conducted by not less than.....directors, one of whom shall be elected president and another vice-president. The president shall be the chief executive officer of the corporation. The first board of directors shall be elected by the members of said corporation at such time and place as a majority of the members may determine, and thereafter an election of directors shall be held at the corporation's office....., Kentucky, on.....of each year, and they shall hold their office for one year and until the election and qualification of their successor. The board of directors shall have power to make all such by-laws and rules to regulate the business of the corporation as will not be inconsistent with the provisions of these articles of incorporation and the laws of the Commonwealth.

VIII

The indebtedness or liability which the corporation may at any time incur shall not exceed in the aggregate.....dollars, and, except for the payment of its debts and liabilities lawfully incurred its property shall not be used or applied otherwise than for the benefit of the.....in..... Kentucky. The corporation shall incur no indebtedness or liability except in writing and upon a majority vote of its directors as provided in VII herein, and when said corporation shall issue and deliver bonds, notes, mortgages or other evidence of its indebtedness, no further or other indebtedness shall be incurred by the corporation without the consent in writing of a majority in numbers and amount of the holders of bonds, notes, mortgages or other evidence of indebtedness, or of the trustee, if any, representing them.

IX

In no event shall the private property of the incorporators, or directors, be subject to or in any way liable for any debt or contract of its corporation.

In testimony whereof, witness our hands this.....day of, 19.....

.....
.....
.....
.....

A Copy Attest:

.....
County Court Clerk.....County.

Form 33

CERTIFICATE OF CLERK OR NOTARY

STATE OF KENTUCKY
COUNTY OF

I,, a Notary Public, in and for the County and State aforesaid, do hereby certify that the foregoing articles of incorporation of the.....were this day produced to me in my office by.....

.....
.....
and acknowledged by said parties and each of them to be their act and deed.

Given under my hand and seal of office this.....day of, 19..... My commission expires, 19.....

.....
Notary Public in and for.....County, Kentucky

(SEAL)

COMMONWEALTH OF KENTUCKY,
.....COUNTY

I,, Clerk of the County Court in and for the county aforesaid, do hereby certify that the foregoing articles of incorporation of.....were this day presented to me in my office, certified as above and lodged for record.

Whereupon the same, the foregoing certificate and this certificate have been duly recorded in my office.

Given under my hand this.....day of, 19.....

.....
Clerk of.....County Court,
....., Kentucky.

By....., D. C.

DEED

TO..... EDUCATIONAL CORPORATION
BY..... BOARD OF EDUCATION

This indenture made and entered into this the..... day of
....., 19.....

WITNESSETH, That whereas the..... Board of Education of....., Kentucky, at a meeting held on the..... day of, 19....., duly passed and adopted by unanimous vote the resolution authorizing the sale and transfer of the hereinafter described real estate to the..... Educational Corporation of....., Kentucky, for the sum of..... Dollars, and the further consideration of a certain contract and lease simultaneously entered into between the said board of education and the said educational corporation, which resolution has been duly entered on the minute books of said board as of said date, and said lease and contract have been executed.

Now, in consideration of these presents, said board of education has this day sold and does by these presents grant, bargain, sell and convey to the said..... Educational Corporation of....., Kentucky, the following described real estate:

.....
.....
.....

being the same property deeded to the..... Board of Education by deed dated the..... day of....., 19....., and of record in deed book No....., page....., in the office of the County Court Clerk of..... County, Kentucky.

To have and to hold unto the said..... Educational Corporation, its successors and assigns forever, with all the privileges and appurtenances thereto belonging with covenant of general warranty.

WITNESSETH the hand and seal of said board of education of....., Kentucky, this the..... day of....., 19.....

..... BOARD OF EDUCATION
By....., President
....., Secretary

FORM OF BOND

COMMONWEALTH OF KENTUCKY

United States of America

NO..... \$.....

..... EDUCATIONAL CORPORATION
..... per cent First Mortgage Bonds

The..... Educational Corporation, a corporation organized under the laws of the Commonwealth of Kentucky, hereinafter called the company, acknowledges itself to be indebted, and

REGISTRATION

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EDUCATION
President
Secretary

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for value received hereby promises to pay to the bearer (or in case of registration, to the registered owner hereof).....Dollars in gold coin of the United States of America, of or equal to the present standard of weight and fineness, on the first day of.....with interest thereon from the first day of....., at the rate of.....per cent per annum, payable in like coin, the first of which interest payments shall be due and payable on the 1st day of....., and thereafter payable semi-annually on the first day of..... and.....in each year to the bearer of the properly annexed coupons on presentation and surrender thereof, as they severally become due. Both principal and interest are payable at the.....

.....Bank,, Kentucky.
This bond is one of a series of.....bonds, numbered from one to....., both inclusive, made by said company, of like tenor, date and effect, aggregating the total principal sum of..... Dollars. Said bonds are issued under and equally secured by a Trust Deed, made by said company to the..... Bank,, Kentucky, as trustee, reference thereto being hereby made for a particular description of the terms and conditions thereof on which the said bonds are issued and secured and for a description of the security therefor and the rights of the bondholders thereto.

The right is hereby reserved to the company to pay any or all of said bonds at any interest paying period, by the payment of principal and accrued interest, and on giving ten days previous notice as prescribed in said Trust Deed; provided, however, that the bonds to be paid before maturity shall be selected by lot from the whole number then outstanding.

This bond shall not be valid and obligatory unless and until authenticated as one of said series of bonds by a certificate endorsed hereon, signed by the.....Bank,, Kentucky (Trustee).

This bond may be registered in the owners' name on the registration book kept at the office of the.....Bank, Trustee, as in said trust deed provided, and said registry shall be noted on the bond by the.....Bank,, Kentucky, after which no transfer hereof shall be valid unless made on the said books by the registered owner hereof in person, or by his attorney duly authorized, and similarly noted on the bond; but the same may be discharged from registry by being transferred in manner aforesaid to bearer, after which it shall be transferable by delivery, but it may again be registered as before. The registry of this bond as above shall not restrain the negotiability of the interest coupons by delivery merely.

On default in the payment of interest or of the principal of any of said bonds, or default in the performance of any of the covenants made by the company in said Trust Deed, the principal of this bond may become and be due and payable before the above specified maturity, together with the accrued interest thereon, as provided in said Trust Deed.

No personal liability whatever, by virtue of any statute or otherwise, shall attach to or be incurred by the officers, or directors of said company, or any or either of the undersigned, by reason of any of the obligations, covenants, or agreements expressed or implied in this bond, or in the coupons hereof or in the said Trust Deed.

The execution and delivery of this bond on behalf of said company is authorized and directed by resolution of the Board of Directors.

In witness whereof, the said.....Educational Corporation has caused these presents to be signed in its corporate name by its president or vice president, its corporate seal to be attached to be executed in its behalf by the signature of its secretary this..... day of....., 19.....

.....Educational Corporation
By....., President
....., Secretary

FORM OF INTEREST COUPONS

\$.....

On the 1st day of....., 19....., the Educational Corporation will pay to the bearer hereof, at the..... Bank, Kentucky, Dollars, in gold coin of the United States of America of or equal to the present standard of weight and fineness, being six months interest on its First Mortgage Bond No....., subject, however, to the conditions of said bond.

..... Educational Corporation
By....., President
....., Secretary

FORM OF TRUSTEE'S CERTIFICATE

This is to certify that this bond is one of the bonds mentioned in the Mortgage or Trust Deed referred to within.

..... Bank
By....., President
....., Secretary

This the..... day of....., 19.....
....., Kentucky.

COMMONWEALTH OF KENTUCKY

BOND OF

No..... \$.....

..... EDUCATIONAL CORPORATION,
..... County, Kentucky

SERIES OF 19.....

KNOW ALL MEN BY THESE PRESENTS:

That the..... Educational Corporation in County, Kentucky, for value received, acknowledges itself indebted to and hereby agrees to pay to bearer..... Dollars in lawful money of the United States of America, on the..... day of....., 19....., with interest at the rate of..... per cent per annum, payable on the..... day of..... each year, on presentation and surrender of the annexed coupons as they severally mature. Both principal and interest of this bond are hereby made payable at..... Bank, Kentucky.

For the prompt payment of this bond and the interest thereon at maturity, the full faith, credit and resources of said corporation is hereby irrevocably pledged.

Form 36

This bond is one of a series numbered consecutively from 1 to....., inclusive, of the denomination of..... Dollars each, aggregating..... Dollars, issued for the purpose of for Educational Corporation at....., Kentucky, under strict conformity with the Constitution and laws of the Commonwealth of Kentucky, including Articles.....,, and....., Kentucky Statutes, edition of 19....., and pursuant to an order passed by said Educational Corporation at..... on the..... day of....., 19....., which order is of record on pages of the minutes of said corporation.

The said corporation reserves the option of redeeming this bond at any time after one year from its date by paying the principal and accrued interest thereon. In case this bond shall be called in for redemption before maturity, notice thereof in writing shall be given to the holder or holders thereof by the Secretary of the said corporation at least thirty days before the date fixed for redemption, and should this bond not be presented for redemption, the same shall cease to bear interest from and after the date fixed for redemption.

It is hereby certified and declared that the issue of this bond and the series of which it is a part is duly authorized by law and provided for in the order and authority of the trustee named for this corporation; that all acts, conditions and things required to be done precedent to and in the issuance of this series of bonds and of this bond have been properly done and performed and have happened in regular and due time, form and manner as required by law; and that the payment of this bond and of the series of which it is a part and the payment of the interest coupons hereto annexed shall be paid as the same shall become due.

In witness whereof the..... Educational Corporation, of..... County, Kentucky, by order of its board of officers, has caused this bond and this series of bonds, and the interest coupons hereto attached to be signed by the Chairman and Secretary of said board.

Given under our hands this the..... day of....., 19.....

..... Educational Corporation
By, Chairman
....., Secretary

Form 39

INTEREST COUPON

No..... \$.....

On the..... day of....., 19....., the..... Educational Corporation of....., in the county of....., Commonwealth of Kentucky, hereby promises to pay to the bearer at....., Kentucky the sum of Dollars, in lawful money of the United States of America, being..... months interest on bond No..... of its series of 19....., dated....., 19....., of said corporation.

..... Educational Corporation
By, President
....., Secretary

CONTRACT

BETWEEN EDUCATIONAL CORPORATION AND BOARD OF EDUCATION

THIS INDENTURE made and entered into this.....day of, 19....., by and between the Board of Education of....., Kentucky, party of the first part, and theEducational Corporation, party of the second part, all parties of.....County, Kentucky.

WITNESSETH: That whereas, by a certain resolution unanimously adopted and passed at a meeting held at its regular meeting place in....., Kentucky, on theday of, 19....., the said party of the first part authorized a sale and transfer of the property hereinafter described, upon certain terms and conditions hereinafter set forth, and directed the president and secretary of said Board of Education to execute deed to the said party of the second part for and on behalf of the said party of the first part, in consideration of the sum of \$..... cash, and the further consideration of said terms and conditions, which resolution has been duly entered on the Minute Book of said Board of Education as of said date, and

WHEREAS, said purchase price has now been paid in full,

NOW, in consideration of the premises and of the agreements and covenants hereinafter set forth, the said party of the first part has this day bargained and sold and does hereby sell and convey unto the said party of the second part the following described real estate located in, County, Kentucky, and bounded and described as follows:

TO HAVE AND TO HOLD, together with all the appurtenances thereunto belonging unto the party of the second part, its successors and assigns, forever, together with covenant of general warranty of title, but and upon the further consideration and upon the following described conditions:

That the party of the second part has this day leased to the party of the first part, and the party of the first part has agreed to lease from the party of the second part, the premises hereinbefore set out and described, upon the following terms:

1. This lease is to run for a period of one year from the date hereof with the privilege and option on the part of said Board of Education to renew same upon the same terms at the end of each year for another annual rental period, and so on until such time as said Board of Education can legally take over the title to said premises and grounds on the terms and conditions as set out herein, but said option to renew is not to extend for a longer period than twenty years; and it is further and expressly understood that the said Board of Education does not bind itself under this agreement to lease said property for more than one year or bind itself for the rentals thereof, hereinafter set forth, for more than one year.

2. It is understood and agreed that as of even date herewith a certain series of bonds for the said sum of \$.....shall be issued, to secure which a mortgage shall be executed by the said.....Educational Corporation to.....Trustee, which bonds and mortgage are here referred to and made part hereof as if copied herein, and the said Board of Education agrees to pay to said Trustee, named in

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said mortgage, as a rental charge for the property herein leased, an amount equal to the interest of such bonds as may be then outstanding at the rate of.....per annum as such interest may accrue on said bonds for the year covered by this agreement and lease, and, at the same time, for the further sum of \$....., to be used by said Trustee in retiring the principal of said bonds.

3. It is further agreed as additional rental for said leased premises that the said Board of Education shall pay the said Trustee an amount equal to each year's insurance charges against said property and provided for in said mortgage, to keep all improvements and to pay all other charges against the property for said year, including the necessary expenses of the Trustee in handling the trust for that particular year, and all other expenses in connection with the sale and issuance of said bonds.

4. As said contract or lease is renewed and for each year thereof under the option contained in this lease, the said Board of Education agrees to pay the same rental, charges, etc., for each year for which the same is renewed, provided, however, that the amount of rental each year shall be reduced by the amount of interest on such bonds as may from year to year have been paid by said Board of Education.

5. It is further a part of the consideration of this conveyance, and it shall be provided in the trust mortgage referred to, that the said Board of Education shall have the option, on any interest paying date, to pay all or any part of said bonds.

6. It is also a part of the consideration of this conveyance, and it shall be provided and agreed in said mortgage, that if the said Board of Education at any time shall fail to renew said lease at the end of any year up to and until the time said bonds are paid off and satisfied in full, or shall fail to pay the rentals hereinbefore agreed upon for any yearly period for which this contract and agreement may be renewed, or any other charges herein specified, or shall fail to pay the said \$..... to be applied for the retiring of the principal of said bonds as hereinbefore set out, then said Board's right to renew said lease shall cease and terminate and its right to renew any year shall be conditional on its having paid all the rental and charges thereunder for the year last preceding and on its having paid the said \$..... as provided herein, to be applied toward the retirement of the principal of said bonds.

7. It is further a part of the consideration of this conveyance, and it shall be also provided in said mortgage, that in event the interest on said bonds is not paid when due, or in the event that said Board of Education shall not pay the \$..... as provided herein in that event the Trustee, at his option, or upon the written request of the holders of a majority in amount of the outstanding bonds, may declare all of the said bonds due and payable at once, and may proceed to foreclose the lien securing same. Said condition also is made a part of the consideration of this conveyance, and it is agreed by the parties hereto that the option to renew the lease herein is made conditional on the fulfillment of said provision.

8. It is also a part of the consideration of this conveyance, and it shall be so provided in said mortgage, that in event of foreclosure under the above section or a sale to any person other than the Board of Education of....., Kentucky, then and in that event the amount of bonds and interest then outstanding shall be first satisfied in full out of said sale of money, after paying any costs and expense in connection therewith, and the balance, if any, shall be paid to the said Board of Education.

9. It is further a part of the consideration of this conveyance, and it shall be so provided in the mortgage aforesaid, that the said Board of Education is given and is hereby granted the exclusive option, on any interest paying date of said bonds, during the life of this contract and lease and while same is in force according to its terms, to repurchase said property at the price of the total amount of the bonds and interest due and

unpaid, and such charges as may be incurred under this contract at the time of said option of repurchase shall be exercised by said Board of Education.

10. It is further part of the consideration of this conveyance, and it shall be so provided in said mortgage, that said Trustee shall execute and deliver to said Board of Education a receipt for all moneys paid to it hereunder, including the amount to be applied toward the retirement of the principal sum of said bonds, and said receipts for said sum when so executed by said Trustee shall immediately vest in the Board of Education a lien on the above described real estate to such amounts as may have been paid by it toward the retirement of the principal of said bonds, but said lien shall be second and inferior to the lien to secure the bonds aforesaid and is to be held under the same terms and conditions.

11. It is further a part of the consideration of this conveyance that when all the bonds mentioned herein have been retired and paid off, as provided for in this agreement and in said mortgage, then this contract or lease is to cease and terminate and the said.....Educational Corporation hereby agrees and binds itself to convey to the said Board of Education the real estate conveyed herein and described in this conveyance.

12. It is further expressly understood and agreed that the \$..... hereinbefore mentioned is the purchase price of the property hereinbefore described and is to be expended by the said Board of Education in completing the improvements and additions to the high school building located on the above described real estate, and that said sum is to be held by the Trustee named in the mortgage as hereinabove set forth and to be paid out by said Trustee on proper warrants issued by the said Board of Education as the work on said additions and improvements shall progress.

In witness of which the parties hereto have set their hands on the day and date first above written.

BOARD OF EDUCATION,, Kentucky,
Party of the First Part.

By, President

Attest:....., Secretary.

....., EDUCATIONAL CORPORATION,
Party of the Second Part.

By, President

Attest:....., Secretary.

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PART IV
FORMS FOR USE IN HOLDING
BOND ELECTIONS

INFORMATION ON ISSUING BONDS

1. Notices for a bond election should be not less than one foot square. They must be signed by the board of education. They should state the time, place and hours of the election.
2. The notices should be posted in at least six conspicuous public places in the district, and at least ten days previous to the day of the election.
3. The notice must be inserted at least once in a newspaper, if any is published in the district.
4. Two-thirds of the legal votes cast must be in favor of the question before the bonds may be issued by the board of education.
5. Care should be taken to see that the bonds do not run for longer than the legal limit of thirty years.
6. When issued the bonds may be of any denomination in even hundreds and not exceeding one thousand dollars each.
7. The bonds may bear interest at a rate not to exceed six per cent.
8. The election notice should state definitely the purpose of the money to be realized from the tax and also estimate the amount.
9. Bonds are voted in accordance with Section 4399-47 or 4399-13, Kentucky Statutes.

SUGGESTED MOTION IN MINUTES OF BOARD MEETING CALLING BOND ELECTION

It was moved by.....and seconded by.....
 that an election be called for¹, 19....., in accordance
 with Section², Kentucky Statutes, at which the legal
 voters of³District shall vote on the question of whether
 or not the board of education shall issue bonds of the.....
 District in any amount not exceeding the limit provided by Sections 157
 and 158 of the Constitution of Kentucky, namely, two per cent of the taxable
 wealth of the district, which is estimated to be about⁴
 dollars, said election to be called for the purpose of providing suitable
 school buildings, furniture and apparatus for the.....School
 District, to be held at⁵, the polls to open at⁶
 o'clock A. M. and close ato'clock P. M., the Secretary of this
 board to post notices at not less than six conspicuous public places in the
 district ten days or more before the date set out above for the election.

The vote was put and motion carried.⁷

It was moved, seconded and carried that Mr.
 and Mr. and Mr. be
 appointed to hold said election.

¹In cities of the first four classes the election must be held at the next final election after the ordinance or resolution has been adopted.

²See Section 4399-47, Kentucky Statutes.

³Write the word "sub" before the word district, if the election is to be held in a subdistrict.

⁴Taxable wealth is determined by the assessment next before the last assessment previous to the election.

⁵Place of election to be named by the board of education.

⁶The hours of the election are from six A. M. to four P. M. (See Mollet vs. Board of Education of Van Lear Graded District, 260 Ky. 737.)

⁷Three of the five members constitute a majority of the board of education.

NOTICE TO BE POSTED CALLING BOND ELECTION

ELECTION NOTICE

Notice is hereby given that an election will be held at.....
 in¹District on the.....day of
, 19....., between the hours of² A. M.
 and.....P. M., at which the legal voters living within the bound-
 ary of the.....District are entitled to vote.

This election is called for the purpose of determining the will of the
 voters as to whether or not bonds shall be issued in an amount not exceed-
 ing the limit prescribed in Section 158 of the Constitution of this Common-
 wealth to provide suitable school buildings, furniture and apparatus for the
District, and authorizing the.....
 School Board to levy annually a tax sufficient to provide a sinking fund for
 the payment of interest on such bonds and to liquidate the bonds at their
 maturity. The annual tax levy proposed in this election is³
 cents on each one hundred dollars of property subject to local school taxa-
 tion and is estimated to produce.....dollars annually.

.....SCHOOL BOARD OF EDUCATION

By:, Chairman
, Secretary

....., Kentucky
, 19.....

¹See note 3, Form 41.

²See note 6, Form 41.

³See Section 4399-47, Kentucky Statutes.

annually a tax sufficient to provide a sinking fund for the payment of interest on such bonds and to liquidate the bonds at their maturity, of not exceedingcents on each one hundred dollars of property subject to local school taxation, estimated to produce.....dollars annually, and that the total votes registered were:

In favor of the questionvotes;
Against the questionvotes;
Number of ballots thrown out.....
Total number of votes cast.....

.....
..... } Election Officers
.....

This the.....day of....., 19.....

¹See note 3, Form 41.

FOR MINUTES OF DISTRICT BOARD OF EDUCATION SHOWING RETURNS ON BOND ELECTION

The returns, as certified by the election officers for the election held on the.....day of....., 19....., at the.....school building, for the purpose of determining the will of the voters as to whether or not bonds shall be issued in an amount not exceeding the limit prescribed in Section 158 of the Constitution of this Commonwealth to provide suitable school buildings, furniture and apparatus for the.....School District, and authorizing the.....Board of Education to request of the tax levying authority annually a tax sufficient to provide a sinking fund for the payment of interest on such bonds and to liquidate the bonds at their maturity, of not exceeding.....cents on each one hundred dollars of property subject to local school taxation, estimated to produce.....dollars annually, show there were.....votes cast in favor of the question and.....votes cast against the question.

Since¹ two-thirds of the votes cast were () were not () in favor of the question, the.....Board of Education is () is not () authorized to issue bonds and have levied annually said tax in accordance with Section², Kentucky Statutes.

.....Board of Education

By, Chairman
....., Secretary

This the.....day of....., 19.....,
....., Kentucky.

¹ See Section 4399-13 or 4399-47, Ky. Stats.
² Ibid.

SCHOOL BOND

No. \$

COMMONWEALTH OF KENTUCKY

County of

Bond for.....School District,, Kentucky

Series of 19.....

KNOW ALL MEN BY THESE PRESENTS: That the board of education of.....School District, in.....County, Kentucky, for value received, acknowledges itself indebted to and hereby agrees to pay to bearer.....dollars, in lawful money of the United States of America, on the.....day of....., 19..... with interest at the rate of..... per centum per annum payable on the.....day of....., each year, on presentation and surrender of the annexed coupons as they severally mature. Both principal and interest of this bond are hereby made payable at, Kentucky.

For the prompt payment of this bond and the interest thereon, at maturity, the full faith, credit and resources of.....School District is hereby irrevocably pledged.

This bond is one of a series numbered consecutively from 1 to, inclusive, of the denomination of.....dollars each, aggregating.....dollars, issued for the purpose of.....

.....under strict conformity with the Constitution and laws of the Commonwealth of Kentucky, including Articles.....,, and, Kentucky Statutes,edition of 19....., and pursuant to an order passed by the board of education of said.....School District on the.....day of....., 19....., which order is of record on.....pages of the minutes of said board.

The board of education of.....School District reserves the option of redeeming this bond at any time after.....years from its date by paying the principal and accrued interest thereon. In case this bond shall be called in for redemption before maturity, notice thereof in writing shall be given to the holder or holders thereof by the Secretary of the board of education of.....School District, at least thirty days before the date fixed for redemption, and should this bond not be presented for redemption, the same shall cease to bear interest from and after the date fixed for redemption.

It is hereby certified and declared that the issue of this bond and the series of which it is a part is duly authorized by law and vote of the duly qualified voters of.....School District, for which an election was held for that purpose at said.....School District on the.....day of....., 19.....; that all acts, conditions and things required to be done precedent to and in the issuance of this series of bonds and of this bond have been properly done and performed and have happened in regular and due time, form and manner as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, which, when collected, shall be appropriated exclusively to the payment of this bond and of the series of which it is a part, and to the payment of the interest coupons hereto annexed as the same shall become due.

In witness whereof the board of education of.....School District,County, Kentucky, by order of its board of trustees, has caused this bond and this series of bonds, and the interest

coupons hereto attached, to be signed by the Chairman and Secretary of said board of education.

Given under our hands this the.....day of....., 19.....

.....Board of Education
of School District
By, Chairman
....., Secretary

INTEREST COUPON

No..... \$.....

On the.....day of....., 19....., the board of education of.....School District in the county of....., Commonwealth of Kentucky, hereby promises to pay to the bearer at....., Kentucky, the sum of..... dollars, in lawful money of the United States of America, being..... months interest on bond No..... ofSchool District, series of 19....., dated....., 19.....

.....Board of Education
ofSchool District
By, Chairman
....., Secretary

PART V
FORMS FOR
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CONTRACT FOR SUBDISTRICT COMPOSED OF PARTS OF TWO COUNTIES

This contract made and entered into this.....day of....., 19....., by and between the.....County Board of Education, party of the first part, and the.....County Board of Education, party of the second part.

WITNESSETH: That the party of the first part agrees to furnish school facilities from the.....grade to the.....grade, inclusive, for a period of.....months, at which all children in the aforesaid grades, living within the following boundary shall have the right to attend:

The party of the first part agrees to maintain a school in the aforesaid boundary, the equivalent of schools of like grades maintained by the party of the first part.

For said service, the party of the second part, in accordance with Section....., Kentucky Statutes, hereby agrees to pay the party of the first part according to the following conditions:*

It is agreed that all payments by the party of the second part are to be made only after itemized statements from the party of the first part have been filed with the party of the second part.

It is further agreed that the children of the respective contracting counties shall be listed in the school census of the county in which they live, and that the school tax on the property of said fractional district shall be collected by the sheriff of the county in which the taxable property is located, and the proceeds of such tax shall be turned into the school fund of the county in which the property is located.

.....
County Board of Education
Party of the First Part

.....
County Board of Education
Party of the Second Part

....., Chairman
....., Secretary

....., Chairman
....., Secretary

*NOTE: Suggested conditions from which to choose:

The proportion of the total cost of maintaining said school that the children attending said school from..... County bear to the total number of children attending said school; or \$..... per month per pupil enrolled or in attendance, etc.

TUITION CONTRACT

This contract made and entered into this the.....day of....., 19....., by and between the.....Board of Education of....., Kentucky, party of the first part and the.....Board of Education of....., Kentucky, party of the second part.

WITNESSETH: That the party of the first part shall furnish school facilities for a period of.....months to children listed as follows:

1. Names of the children; or
2. Grade to grade, inclusive; or
3. Within the following boundary.*

The party of the first part agrees to maintain a school equivalent to the grades the children would attend if they attended school within the district of their residence and to accept them on a promotion and classification basis as set out in Section 4363-5, Kentucky Statutes. For said school service the party of the second part hereby agrees to pay the party of the first part as follows:

.....

.....

.....

It is agreed that all payments by the party of the second part are to be made only after itemized statements from the party of the first part have been filed with the party of the second part.

Board of Education Party of the First Part	Board of Education Party of the Second Part
....., Chairman, Chairman
....., Secretary, Secretary

*NOTE: The contract should state whether the instruction is to be for individual children to be named, grade to grade inclusive, or what children in a boundary to be named in the contract.

Form 49

TEACHERS' APPLICATION

(THIS APPLICATION SHOULD BE FILED WITH THE SUPERINTENDENT OF THE DISTRICT)

Name of applicant

I hereby make application for position as teacher in the public schools of District, for the ensuing term, subject to assignment as provided by law. I have attended school and taught as here indicated.

Kind of School	Name of School	Location of School	Year Attended (19.....)	Standard Units or Standard Col. Hrs.	If Graduated, When?	Diploma or Degree Received
Elementary School Last Attended						
High Schools						
Colleges						

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Education
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.....Chairman
.....Secretary

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Form 49

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If Graduated, When?	Diploma or Degree Received

Schools Taught	County or Independent Schools	In What County or City	Grades Taught	Number of Months	Monthly Salary Received
Last Year					
Two Years Ago					
Three Years Ago					

I was born in the year....., did my first teaching in the year....., and have a total of.....years' teaching experience. I am not now under contract for the ensuing year. I hold..... certificate, which will not expire until..... I refer you to the following persons for authoritative statements as to my personal and professional fitness:

.....
.....
(Date)....., 19.....

(SIGNED)
(ADDRESS)

Form 50

NOMINATING PETITION

STATE OF KENTUCKY }
County of..... } ss.
To the.....County Court Clerk.
I, of
Kentucky, being a legal voter of.....School District,
and possessing the educational qualifications set out in Section 4399-22,
Kentucky Statutes, hereby submit a list of legal voters petitioning you to
place my name on the ballot as a candidate for member of the board of
education ofSchool District, in accordance with
authority imposed upon you by Section 4399-25, Kentucky Statutes.
.....
Candidate

PETITION

We, the legal voters of.....School District listed
below, hereby petition you to place on a ballot the name of.....
.....of....., Kentucky, as a
candidate for member of theDistrict Board of
Education.

NAME	ADDRESS	NAME	ADDRESS
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