

Minutes of Board Meeting January 23, 1965

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The Board of Control of the Kentucky High School Athletic Association met at the Kentucky Hotel, Louisville, on Saturday morning, January 23, 1965. The meeting was called to order by President Oran C. Teater at 9:15, with all Board members, Commissioner Theo. A. Sanford and Assistant Commissioner J. B. Mansfield present. The invocation was given by Preston Holland.

Preston Holland moved, seconded by Sherman Gish, that the reading of the minutes of the December 19th meeting be waived, since the members of the Board had received copies of these minutes. The motion was carried unanimously.

Sherman Gish moved, seconded by Don R. Rawlings, that the following regulations concerning fees for the regional basketball tournament officials be adopted: The official shall receive a fee of \$25.00 per game and a transportation allowance of 8 cents per mile for all necessary travel. In the event that it is necessary for the officials to remain overnight at the tournament site, he shall be paid an additional \$10.00 per day for lodging and meals. The motion was carried unanimously.

Ralph C. Dorsey moved, seconded by Preston Holland, that the Commissioner be authorized to set the dates and determine the sites of spring meets and tournaments. The motion was carried unanimously.

There was a general discussion of possible new proposals to be submitted by the Board of Control to the forthcoming 1965 Delegate Assembly of the Association. Action on the proposals was deferred to a later meeting.

Don R. Rawlings, Chairman of the Retirement Committee, discussed the terms of retirement contracts for Commissioner Sanford and Assistant Commissioner Mansfield which he and the members of his committee had prepared. Messrs. Sanford and Mansfield stated that the terms of the contracts as drawn were satisfactory to them. Don R. Rawlings moved, seconded by Foster J. Sanders, that

President Oran C. Teater and Vice-President Don R. Rawlings be authorized to sign for the Board as party of the first part the contracts which the Retirement Committee has prepared for the Commissioner and Assistant Commissioner. The motion was carried unanimously.

The Commissioner reported that there might be a few ties in the district basketball tournament balloting which was to end at midnight, January 25. Ralph C. Dorsey moved, seconded by Don R. Rawlings, that the Commissioner be given authority to break any ties in the district tournament balloting. The motion was carried unanimously.

The Commissioner reported that he had signed a contract with WAVE-TV to telecast the final game of the State Basketball Tournament, and that two other stations, one in Lexington and one in Paducah, would take the game from the Louisville station.

The Commissioner read certain correspondence which he had received from Executive Secretary Cliff Fagan of the National Federation concerning the National Football Foundation and Hall of Fame. The Commissioner stated that the matter involved was whether or not a Kentucky High School athlete receiving the Football Hall of Fame Award would be in violation of the Awards Rule of the Association. He stated that he had determined that the player receives only an illustrated certificate, and that the scholar-athlete's schools, not the boy, receives the plaque. The Commissioner further stated that the qualifications for receiving the award are: 1) outstanding football ability and performance, 2) outstanding academic application and performance, 3) and outstanding school leadership and citizenship. He recommended that the Board of Control approve the Football Hall of Fame Award as complying with the provisions of K.H.S.A.A. By-Law 41. Don R. Rawlings moved, seconded by Morton Combs, that the recommendation of the Commissioner be accepted and approved. The motion was carried unanimously.

The Commissioner presented a request from Secretary-Treasurer Joe Ohr of the Kentucky High School Coaches Association for sanction of K.H.S.C.A. All-Star football and basketball games to be played in 1966 and 1967. Sherman Gish moved, seconded by Preston Holland, that the K.H.S.C.A. All-Star football and basketball games for 1966 and 1967 be sanctioned. The motion was carried unanimously.

It was the opinion of the Board members that an additional meeting of the Board should be held prior to the State Basketball Tournament, and it was decided that this meeting should be held in Lexington on February 19-20.

Sherman Gish moved, seconded by Morton Combs, that all bills of the Association for the period beginning December 19, 1964, and ending January 22, 1965, be allowed. The motion was carried unanimously.

There being no further business, the meeting adjourned.

President

Secretary

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CONTRACT

This contract by and between the Kentucky High School Athletic Association represented by its duly constituted Board of Control, herein known as Party of the First Part, and

Theodore A. Sanford, Commissioner, herein known as Party of the Second Part, and

In consideration of Second Party's services as Commissioner, both Parties do now subscribe to the following conditions

TO WITNESS:

Parties did on July 16, 1957, purchase through the Mutual Benefit Life Insurance Company, Newark, N.J., herein referred to as the Insuring Company, a retirement annuity life insurance endowment policy on the life of Second Party, said policy having a face value of twenty thousand (\$20,000) dollars and designed to cover a premium-payment period of ten years. The official policy number is 3,502,377, and the annual premium payment is stipulated to be \$3,428.00. All dividends on this policy accruing prior to maturity of the policy shall be left with the insuring company to become part of the cash value of the policy. The policy names First Party as beneficiary and First Party has sole ownership of the policy. First Party agrees to and obliges itself also to pay the annual premium on the said life insurance policy. It is further agreed that this annual payment shall be continued for a period of ten years from the date of this policy, provided Second Party continues in the employment of First Party.

It is further agreed that when Second Party reaches the age of sixty-five, he may retire and exercise all options under the policy except the lump sum settlement option.

It is further agreed that should Second Party elect to retire when he reaches the age of sixty-five years, his employment relationship with First Party, shall be terminated automatically. Should First Party desire to extend the employment of Second Party after he reaches sixty-five years of age and Second Party agrees to such extension of employment, Second Party shall not draw any annuity payments on the insurance policy referred to herein during his continued employment.

Should Second Party elect to continue in the employment of First Party after reaching the age of sixty-five years and the maturity date of the said insurance policy, it is recognized that First Party will receive from the insuring company each year until Second Party shall retire a payment of interest in cash on the said insurance policy. Both Parties agree that all such interest payments shall in turn be used to purchase from

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the insuring company additional paid-up endowment benefits as are provided for in the insurance policy or which may be a policy of the insuring company.

It is also agreed that the insurance policy in question shall under no circumstance or condition be encumbered except by written consent of both Parties.

It is further agreed that should Second Party die prior to retirement, First Party agrees to pay to his surviving widow an amount equivalent to one hundred (100%) per cent of the final settlement of death benefits as paid by the insuring company. Final payment shall be made in a single payment to the surviving widow as soon as it is practicable after the death claims have been paid to First Party by the insuring company. If there is no surviving widow, final payment shall be made to the estate of the Second Party.

This agreement cancels the contract signed and executed by First Party and Second Party on October 5, 1957, in which First Party and Second Party established a retirement plan for Second Party. It is now agreed by both Parties that this first contractual plan for a retirement program is null and void and of no effect. First Party further agrees to return to Second Party all contributions made by him toward the payment of the annual premiums on the life insurance policy mentioned in the contract, without interest.

In Testimony Whereof, Witness the hands of the parties hereto, this 23rd day of January 1965

Kentucky High School Athletic Association Board of Control

Oran C. Teater

President

For Party of the First Part

Don K. [unclear]

Vice-President

For Party of the First Part

Sheila [unclear]

Party of the Second Part

Signed in my presence this 23 day of January, 1965.

Russell S. Anderson

My Commission expires

April 24, 1967.

Notary Public

Authorization for signature of this agreement was made in a regular meeting of the Board of Control of the Kentucky High School Athletic Association on January 23, 1965 and the record of such authorization by said Board is to be found in its Book of Minutes on page 62.

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CONTRACT

This contract by and between the Kentucky High School Athletic Association represented by its duly constituted Board of Control, herein known as Party of the First Part, and

Joe B. Mansfield, Assistant Commissioner, herein known as Party of the Second Part, and

In consideration of Second Party's services as Assistant Commissioner, both Parties do now subscribe to the following conditions

TO WITNESS:

Parties did on July 16, 1957, purchase through the Mutual Benefit Life Insurance Company, Newark, N.J., herein referred to as the Insuring Company, a retirement annuity life insurance endowment policy on the life of Second Party, said policy having a face value of fifteen thousand dollars (\$15,000) and designed to cover a premium-payment period of twenty-four years, or until Second Party reaches the age of sixty-five years. The official policy number is 3,504,957, and the annual premium payment is stipulated to be \$1,102.95. Parties did on January 12, 1965, apply to the Mutual Benefit Life Insurance Company for an additional retirement annuity life insurance endowment policy on the life of Second Party, said policy having a face value of five thousand dollars (\$5,000) and designed to cover a premium payment of sixteen years, or until Second Party reaches the age of sixty-five years. The application number for said policy is A64-1 102997. All dividends on these policies accruing prior to maturity of the policies shall be left with the insuring company to become part of the cash value of the policies. The policies name First Party as beneficiary and First Party has sole ownership of the policies. First Party agrees to and obliges itself also to pay the annual premiums on the said life insurance policies. It is further agreed that these annual payments shall be continued from the dates of the policies, provided Second Party continues in the employment of the First Party.

It is further agreed that when Second Party reaches the age of sixty-five, he may retire and exercise all options under the policies except the lump sum settlement option.

It is further agreed that should Second Party elect to retire when he reaches the age of sixty-five years, his employment relationship with First Party, shall be terminated automatically. Should First Party desire to extend the employment of Second Party after he reaches sixty-five years of age and Second Party agrees to such extension of employment, Second Party shall not draw any annuity payments on the insurance policy referred to herein during his continued employment.

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Should Second Party elect to continue in the employment of First Party after reaching the age of sixty-five years and the maturity dates of the said insurance policies, it is recognized that First Party will receive from the insuring company each year until Second Party shall retire payments of interest in cash on the said insurance policies. Both Parties agree that all such interest payments shall in turn be used to purchase from the insuring company additional paid-up endowment benefits as are provided for in the insurance policies or which may be a policy of the insuring company.

It is also agreed that the insurance policies in question shall under no circumstance or condition be encumbered except by written consent of both Parties.

It is further agreed that should Second Party die prior to retirement, First Party agrees to pay to his surviving widow an amount equivalent to one hundred (100) per cent of the final settlement of death benefits as paid by the insuring company. Final payment shall be made in a single payment to the surviving widow as soon as it is practicable after the death claims have been paid to First Party by the insuring company. If there is no surviving widow, final payment shall be made to the estate of the Second Party.

This agreement cancels the contract signed and executed by First Party and Second Party on October 5, 1957, in which First Party and Second Party established a retirement plan for Second Party. It is now agreed by both Parties that this first contractual plan for a retirement program is null and void and of no effect. First Party further agrees to return to Second Party all contributions made by him toward the payment of the annual premiums on the life insurance policy mentioned in the contract, without interest.

In Testimony Whereof, Witness the hands of the parties hereto, this 23rd day of January 1965

Kentucky High School Athletic Association Board of Control

Paul Teater President Wm K. ... Vice-President
For Party of the First Part For Party of the First Part

J. B. Mansfield
Party of the Second Part

Signed in my presence this 23 day of January, 1965

Russell S. Anderson My Commission expires April 24 1967
Notary Public

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Authorization for signature of this agreement was made in a regular meeting of the Board of Control of the Kentucky High School Athletic Association on January 23, 1965 and the record of such authorization by said Board is to be found in its Book of Minutes on page 62.