

Board of Control Minutes

June 8, 1972

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The Board of Control of the Kentucky High School Athletic Association met at the K.H.S.A.A. office, Lexington, on Thursday morning, June 8, 1972. The meeting was called to order by President Morton Combs at 9:30, with all Board members and Commissioner Theo. A. Sanford present. The invocation was given by James T. Dotson.

Roy L. Winchester moved, seconded by Tom Mills, that the reading of the minutes of the April 13th meeting be waived since members of the Board had received copies of these minutes. The motion was carried unanimously.

Chairman Richard Vincent of the Budget Committee presented the recommended 1972-73 budget on behalf of his committee. After a general discussion of numerous items in the budget, Richard Vincent moved, seconded by William C. Doan, that the 1972-73 budget as presented be adopted, the estimated receipts being \$250,850.00 and the estimated disbursements being \$250,400.00. The motion was carried unanimously.

Chairman James T. Dotson of the Retirement Committee stated that his committee wished to present two recommendations to the Board of Control. They were as follows:

1. The Retirement Committee recommends that the trustees of the K.H.S.A.A. Retirement Trust Fund be directed to put into effect as of July 1, 1972, the pension plan agreement signed by members of the Board of Control on June 5, 1970, as said agreement bears on the retirement of Commissioner Theo. A. Sanford. The Committee further recommends that the formula in determining the amount of the retirement allowance, as provided in the agreement, be based on 35 years of credited service.

2. The Retirement Committee recommends that President Morton Combs and Secretary Theo. A. Sanford be authorized to sign the Louis Stout retirement contract, representing the Board of Control. The contract is based on an endowment-at-65 insurance policy, taken out on the life of Louis Stout and dated December 15, 1971, said contract being similar to the contracts of Assistant Commissioners J. B. Mansfield and Billy V. Wise.

James T. Dotson moved, seconded by J. C. Cantrell, that the Board of Control put into effect the two recommendations presented by his committee. The motion was carried unanimously.

Upon recommendation of the Commissioner, William C. Doan moved, seconded by Arthur R. Hawkins, that the Board of Control adopt the following resolution: "Be it resolved that Joe B. Mansfield, Secretary-Treasurer of the Kentucky High School Athletic Association on and after July 1, 1972, be authorized to negotiate short term loans for the Association on behalf of the Board of Control acting in its own capacity or as trustees of Association property, for the purpose of underwriting the cost of current budget items prior to receiving anticipated budget receipts in any one fiscal year, pledging whatever collateral is required by the lending institution." The motion was carried unanimously.

Upon recommendation of the Commissioner, James T. Dotson moved, seconded by W. P. Wheeler, that the Board of Control adopt the following resolution: "RESOLVED 1) that Joe B. Mansfield, to be Secretary-Treasurer of the Kentucky High School Athletic Association on and after July 1, 1972, shall have authority to deposit and invest the funds of the Kentucky High School Athletic Association, including checking accounts, savings accounts, and retirement funds, with the First Security National Bank and Trust Company, the Central Bank and Trust Company, the Bank of Commerce, and the Second National Bank and Trust Company, all of Lexington; the First Federal Savings and Loan Association and the Lexington Federal Savings and Loan Association, both of Lexington; and other depositories of K.H.S.A.A. funds selected by the Secretary-Treasurer in the future, with the approval of the Board of Control; 2) that Joe B. Mansfield is hereby authorized to sign on behalf of the K.H.S.A.A. any and all checks and other instruments and/or orders for the payment and/or withdrawal of any and all monies, credits, items and property at any time held by said banks and loan associations mentioned above; 3) that all foregoing authority invested in said officer shall continue until a certified copy of a resolution of this Board of Control, revoking said authority, is filed with the said banks and/or loan associations mentioned above." The motion was carried unanimously.

James A. Pursifull moved, seconded by David B. Gover, that Proposal "V, providing that in the case of an all-boys high school girl cheerleaders from affiliated neighboring girls' schools would be permitted, be adopted. The motion carried by a vote of 49-3. There being no further business, the meeting was adjourned.

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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

Louis Stout, 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 December 15, 1971, 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 thirty-two years. The official policy number is 6,026,458, and the annual premium payment is stipulated to be \$845.00. 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 thirty-two 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 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.

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It is further agreed that in case of resignation, dismissal, or disability of Second Party, prior to his attaining the age of sixty-five and subsequent to his employment for a period of five years, the sole ownership of the policy shall be transferred to the Second Party.

It is further agreed that should Second Party die prior to retirement and while First Party still has sole ownership of the policy, 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.

In Testimony Whereof, Witness the hands of the parties hereto, this 8 day of JUNE 1972.

Kentucky High School Athletic Association Board of Control

Morton Combs President Shelton Sanford Secretary
For Party of the First Part For Party of the First Part

Louis Stout
Party of the Second Part

Signed in my presence this 8 day of JUNE, 1972.

[Signature], My Commission expires 5-11-74.
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 June 8, 1972 and the record of such authorization by said Board is to be found in its Book of Minutes on page 146.

PROPOSED K.H.S.A.A. BUDGET 1973-74

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RECEIPTS

Annual Dues	900.00
Officials' Dues	16,000.00
Officials' Fines	300.00
Magazine Advertising	1,800.00
Int. from Certificates of Deposits	900.00
Sale of Publications	800.00
Profit from State Basketball Tournament	210,000.00
Football Playoffs	40,000.00
Receipts - State Swimming Meets	800.00
Receipts - State Baseball Tournament	1,500.00
Ticket Sales - Annual Banquet	250.00
Receipts - State Wrestling Tournament	4,500.00
Receipts - State Track Meets	2,000.00
Receipts - Soccer Tournament	900.00
Catastrophic Insurance-Ky. High School Coaches Ass'n	1,000.00
Receipts - State Gymnastics Meet	700.00
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	\$ 282,350.00

DISBURSEMENTS

Board of Control Expense	9,000.00
Commissioner's Salary	21,200.00
Expense-Commissioner's Office	3,000.00
Ass't Commissioners' Salaries	45,920.00
Travel Expense-Ass't Commissioners	3,000.00
Secretarial Salaries	20,140.00
Postage	5,000.00
Office Supplies	2,000.00
Janitor's Service	2,300.00
Janitor's Supplies	150.00
Insurance	3,000.00
New Equipment	2,000.00
Equipment Repairs & Service Contracts	2,200.00
Building Repairs & Grounds Maintenance	1,000.00
Utilities	2,500.00
Telephone & Telegraph	3,000.00
Fidelity Bonds	100.00
Printing	5,500.00
Purchase of Nat'l Fed. Publications	8,000.00
Delegates to Nat'l Fed. Meetings	8,000.00
National Federation Dues	300.00
Rental on Films	500.00
Appropriation to KAPOS	300.00
Meals - Annual Banquet	2,500.00
Speaker - Annual Banquet	250.00
Unemployment taxes - State & Federal	2,000.00
Social Security	4,000.00
Blue Cross & Blue Shield	2,800.00
Sales and Use Taxes	4,600.00
Catastrophic Insurance Premium	12,000.00
Retirement Fund	5,000.00
Area Meetings	300.00
Appropriation to DGWS	300.00
Magazine:	
Printing & Engraving	9,500.00
Mailing	500.00

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Officials' Division:

State Clinic Expenses	2,090.00
Schools for Officials	2,000.00
Regional Expenses	500.00
Officials' Emblems	2,500.00
Swimming Expense	6,000.00
Golf Expense	7,000.00
Tennis Expense	5,000.00
Track Expense	20,000.00
Baseball Expense	10,000.00
Cross Country Expense	4,500.00
Football Playoffs	14,000.00
Rifle Marksmanship	600.00
Wrestling Expense	7,500.00
Gymnastics Expense	2,000.00
Soccer Expense	1,200.00
Miscellaneous Disbursements	200.00
Audit	400.00
Legal Services	<u>5,000.00</u>
	\$ 282,350.00