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The Board of Control of the Kentucky High School Athletic Association met at the Kentucky Hotel, Louisville, on Tuesday evening, April 10, 1951.

The meeting was called to order by President Lyman V. Ginger at 9:30 o'clock. Present were Directors ~~Gray~~, Eversole, Cobb, Arnett, and Oakley; Commissioner Theo. A. Sanford, and Mr. Ginger.

Carlos Oakley moved, seconded by Roy G. Eversole, that the reading of the minutes of the March 18th meeting of the Board of Control be waived, since all members of the Board had received copies of the minutes. The motion was carried unanimously.

The time of the Tuesday evening meeting was taken up completely by discussion of the various proposals, which were to be considered on April 13 by the Delegate Assembly.

The meeting adjourned to reconvene at 9:00 P.M., Wednesday, April 11. All Board members were present at this meeting except Director C. H. Arnett.

It was suggested that the July meeting of the Board of Control be held at Kentucky Lake, and Officers Oakley and Sanford were authorized to make arrangements for the meeting.

The Commissioner read a letter from Rice Mountjoy, Secretary of the Kentucky High School Coaches Association, thanking the Board of Control for the check in the amount of \$500.00, voted by the Board as an appropriation to the coaches association at the March Board meeting.

The Commissioner stated that several schools had allowed their basketball players to compete in non-sanctioned post-season games, following the State Basketball Tournament, and that these boys had made themselves ineligible for spring sports, under a policy adopted previously by the Board of Control. The Board reaffirmed its policy in connection with such games, and suggested that the Commissioner notify the schools involved concerning their ineligible baseball players.

The Commissioner read a letter from Principal Robert G. Fiser of the Brewers High School concerning one of his students, Paul Blagg. Blagg had played for Brewers until February 6, at which time his parents moved to Cleveland. The boy attended school in Cleveland for one day, returning to Brewers to live with his uncle. The Commissioner stated that he had declared Paul Blagg ineligible for the remainder of the current school year under the Residence Rule. Principal Fiser stated in his letter: "I would be glad for you to investigate the case. I hope you and the Board will see that Paul gets to play. He is a good student, and is outstanding in the county in his 4-H group work." The Commissioner recommended that the Board restore the eligibility of Paul Blagg as of the opening date of the 1951-52 school year, under authority given the Board in Article IV, Section 3-d-8, of the K. H. S. A. A. Constitution. T. K. Stone moved, seconded by Carlos Oakley, that the recommendation

of the Commissioner be accepted, and that the eligibility of Paul Blagg in the Brewers High School be restored as of the opening date of the 1951-52 school year. The motion was carried unanimously.

Roy G. Eversole moved, seconded by James L. Cobb, that all bills of the Association for the period beginning March 18 and ending April 9, 1951, be allowed. The motion was carried unanimously.

The Board was then called to order in its capacity as the Board of Directors of the K. H. S. A. A. Protection Fund.

Secretary-Treasurer Sanford mentioned to Board members the fact that there had been a discussion during the October, 1950, meeting of the Board concerning extending the benefits of the Protection Fund to registered football and basketball officials. T. K. Stone moved, seconded by Carl Hicks, that the benefits of the K. H. S. A. A. Protection Fund be extended to registered K. H. S. A. A. officials, and that the fee for insuring an official in each sport be set at \$2.00. The motion was carried unanimously.

Roy G. Eversole moved, seconded by Carlos Oakley, that the following claims against the K. H. S. A. A. Protection Fund be allowed:

Prin. Clyde Lassiter, Middlesboro H.S., for Bobby Jenkins	\$ 4.00
Prin. E. D. Brown, Hazard H.S., for Charles Hines	88.00
Prin. R. L. Grider, Athens H.S., for David Morgerson	21.00
Prin. James A. Mitchell, Hickman H.S., for Robin Pierce	17.00
Prin. Ralph Alexander, Buckeye H.S., for Russell Teater	20.00
Supt. Carl A. Hicks, Catlettsburg H.S., for Roger Kitchen	40.00
Prin. Thomas N. McCoy, Todd County H.S., for Thomas Williams	5.00
Prin. George H. Wright, Bellevue H.S., for Pat Uebel	79.60
Prin. E. D. Jones, Maysville H.S., for Jerry Calvert	20.00
Prin. Ronald Connelly, Elkhorn H.S., for Donnie Karsner	25.00
Prin. Bruce Sweeney, Simpsonville H.S., for James Reed	10.00
Supt. Thomas F. Hamilton, Campbellsville H.S., for Joe Kearnes	4.00
Supt. Thomas F. Hamilton, Campbellsville H.S., for Don Shaw	8.00
Supt. L. R. Singleton, Berea H.S., for Earl Hamilton	4.00
Prin. Walter Jetton, Tilghman H.S., for Frank Tucker	12.00
Prin. Franklin Webster, Mason H.S., for Paul Simpson	5.00
Prin. Franklin Webster, Mason H.S., for Donald Fornash	6.00
Prin. L. H. McHargue, Louisa H.S., for Donald Salisbury	6.00
Prin. R. L. Grider, Athens H.S., for Neal Cosby	12.00
Prin. L. H. McHargue, Louisa H.S., for Harold Simpson	20.00
Prin. John E. Dickey, Hodgenville H.S., for Gordon Keith	60.00
Prin. D. W. Qualls, Henry Central H.S., for William Mason	3.50
Prin. D. W. Qualls, Henry Central H.S., for William Roberts	3.50
Prin. D. W. Qualls, Henry Central H.S., for Larry Jeffries	3.50
Prin. D. W. Qualls, Henry Central H.S., for Billy McGrew	3.50
Prin. Oscar Swafford, Harlan H.S., for Gorman Ayers	6.00
Prin. Henry G. Martin, Mays Lick H.S., for Paul Collins	10.00
Prin. Oscar Swafford, Harlan H.S., for Neville Myers	4.00
Prin. Sam B. Pollock, Madisonville H.S., for Monroe Frederick	35.00
Prin. Jeff Stagner, North Warren H.S., for Billy Falin	10.00

The motion was carried unanimously.

The meeting adjourned to reconvene at 10:00 P.M., Friday, April 13, as a regular meeting of the Board. All Board members were present at this meeting.

Roy G. Eversole moved, seconded by Carlos Oakley, that the Commissioner be voted an honorarium of \$300.00 for additional services rendered the Association in connection with managing the recent State High School Basketball Tournament, including the prepa-

ration of the State Tournament program, and that this honorarium be charged against the receipts realized from program advertising and program sales. The motion was carried unanimously.

There being no further business, the meeting adjourned.

Lynman Gump
President

Cliff Payford
Secretary

Report of Special Committee to the Board of Control

Kentucky High School Athletic Association

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Gentlemen of the Board:

Your Committee appointed for the purpose of investigating the matter of providing an annuity for the Commissioner begs leave to make the following report:

We recommend that the Commissioner, Assistant Commissioner and office staff all be covered by Federal Social Security (H. B. 6000) Public Law 734 and that the Association pay the employer's contribution and that each employee pay his own contribution according to Law.

We recommend that a contract be entered into at once with the Social Security Authority, for coverage of all persons employed by the Association.

For the Commissioner this will produce \$960.00 per annum at age 65 if he remains in the employ of the Association to age 65.

We further recommend that the Association co-operate with the Commissioner in providing a separate annuity of \$1,040.00 from age 65 to be provided by a reserve of \$12,480.00 more or less as needed using both interest accumulation and principal, or as much thereof as is necessary during the retired life of the Commissioner, and the reserve to be accumulated as follows:

(1) A monthly contribution from the Commissioner of 4 per cent of his monthly salary, the base salary on which this per cent is taken not to exceed \$400.00 per month.

(2) An annual contribution from the Treasury of the Association sufficient to make a total of (1) and (2) of at least \$643.96 per annum.

In case the Commissioner does not for any reason serve to age 65 but does serve to age 60 or older, he shall be entitled to an annuity fixed by the Association and which shall be based upon the then reserve and according to the actuarial and mortality tables in use by the Teachers' Retirement System of the State of Kentucky at that time, or upon mortality tables approved by the Association.

In case the Commissioner does not for any reason serve until age 60, his own personal contributions plus accumulations of $2\frac{1}{2}$ per cent interest compounded on July 1 of each year shall be returned to him or to his estate or assigns, but he, his estate or assigns shall have no claim on the contributions of the Association.

We recommend that an Annuity Trust Fund be established in a National Bank, that a committee of three including the Commissioner, be appointed to invest the assets of the Fund and that a trust agreement be entered into with the said Bank for the purpose of safeguarding said funds; and that no checks be drawn on said Annuity Trust Fund excepting upon resolution adopted by the Board of Control.

Committee

Respectfully submitted

James L Cobb
J. K. Stone

Suggestions and Information to Supplement Recommendations of Special Committee

SOCIAL SECURITY

1. The maximum salary for contributions and benefits is \$3600.00. 58/10

The schedule of contributions is:

<u>Years</u>	<u>Employees</u>	<u>Employer</u>
1950-1953	1½%	1½%
1954-1959	2%	2%
1960-1964	2½%	2½%
1965-1969	3%	3%
1970-	3½%	3½%

Quarters of coverage necessary to be fully insured are from age 50 down to age 45, thirty quarters; age 45 and younger, forty quarters. Persons leaving the employ of the Board of Control will receive no refund from Social Security but quarters of coverage earned are retained.

2. The Owensboro Social Security Office will provide the application blanks and agreement ready to sign, free of cost, to the Association; and give complete instructions. The percentages are paid by pay roll deduction plan.

3. There will be certain benefits accrue to dependents of employees but the Social Security Authority will assume all responsibility.

4. Primary benefits are calculated by taking 50% of the first \$100.00 of monthly salary up to \$300.00 of salary and 15% of the remainder. For example, an employee's salary averages \$235.00 per month during his membership and to age 65, his benefit would be \$50.00 plus \$20.25, total \$70.25 per month after age 65.

5. The cost to the Association as employer would be 1½% of the pay roll excluding that part of any salaries over \$3,600.00. New employees will have to take coverage so it appears to be best to include the whole office personnel. The Commissioner would file with the Revenue Department (S. R. Glenn) Louisville, (1) Report on Form 941; (2) also a certificate on Form SS-15 signed by each employee; (3) also Form SS-15-A. These are all easily filled in but the Social Security Office will be glad to provide instructions.

SUPPLEMENTAL ANNUITY

1. The Social Security Benefit at age 65 based upon service from now to age 65, and a salary base of \$3,600.00 will be \$960.00. To bring this to \$2,000.00 will require \$1,040.00. The reserve for this annuity of \$1,040.00, assuming earned interest of 2½%, is necessary to be approximately \$12,480.00, including interest, at age 65. This assumes annual deposits of \$643.96 per year for 16 years.

2. If the Board of Control wants to include the Assistant Commissioner, proportionate amounts may be contributed taking into consideration the number of years between the present age of the Assistant and age 65.

3. An agreement may be entered into between the Commissioner and the Board of Control, as a supplement to his four year contract. If there is no contract, an explicit understanding should be made orally as to what is to happen in case of resignation, dismissal, disablement by loss of health and/or death.

4. The Bank selected by the Board of Control will prepare the trust agreement without charge. Supposedly no checks will be now written on the Fund excepting for the purpose of investment or the purchase of securities. The bank should make quarterly reports showing cash on hand and securities held.

KENTUCKY HIGH SCHOOL ATHLETIC
ASSOCIATION ANNUITY TRUST
TRUST AGREEMENT

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THIS AGREEMENT, made and entered into this the 27th day of June, 1951, by and between THEO. A. SANFORD and the BOARD OF CONTROL OF THE KENTUCKY HIGH SCHOOL ATHLETIC ASSOCIATION, INCORP., and THE FIRST NATIONAL BANK OF HENDERSON, KENTUCKY, TRUSTEE,

WITNESSETH: That whereas, heretofore on June 9, 1951, the Kentucky High School Athletic Association Board of Control and Theo. A. Sanford, heretofore designated as donors, entered into a contract, a copy of said contract being attached hereto and made a part of this agreement, marked Exhibit A, and,

WHEREAS, under the terms of the above referred to agreement, the Kentucky High School Athletic Association, through its Board of Control, and Theo. A. Sanford, agreed each to contribute a certain amount of money, set forth in Exhibit A, for the purpose of establishing a retirement annuity for Theo. A. Sanford, designated above as one of the donors, and

WHEREAS, it has been agreed by and between all of the parties hereto that the First National Bank of Henderson, Kentucky, shall act as trustee for the purposes of maintaining the fund and carrying out the provisions provided for under Exhibit A,

NOW, THEREFORE, the donors hereby designate the First National Bank of Henderson, Kentucky, as trustee of all of the funds set forth under the terms of Exhibit A.

It is agreed by and between the parties hereto that the trustee shall collect and receive all of the funds due from both of the donors set up under "Exhibit A", and shall hold said funds in trust for the benefit of Theo. A. Sanford, under the terms and conditions set up under Exhibit A. The trustee shall make investments of the funds it holds only upon approval and direction of the donors to this trust agreement, and shall make payments only in accordance with the provisions and stipulations contained in Exhibit A attached hereto.

It is understood by and between all of the parties to this trust agreement

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that this trust may be terminated by agreement of all the parties hereto, and the money held by the trustee upon the termination of this trust, in this matter, shall be distributed as directed by the donors hereto, but in accordance with the terms of the contract annexed Exhibit A. However, this trust agreement cannot be terminated unless, prior to said termination, the party requesting the termination of this trust, shall give to all the other parties enumerated herein, at least six months written notice.

The First National Bank of Henderson, Kentucky, by its President, Maurice H. Kirby, hereby accepts the terms of said trust and agrees to administer the funds in accordance with the provisions of Exhibit A, unless the terms of the said contract are modified by a mutual agreement of the two parties, designated first above as donors.

This fund shall be set up and designated in said Bank as Kentucky High School Athletic Association Annuity Trust Fund.

IN WITNESS WHEREOF, witness the hands of the parties hereto, this the day and date first above written.

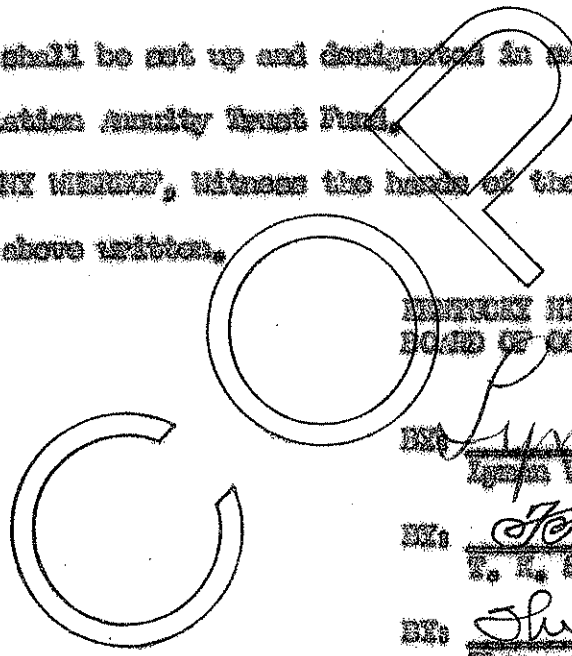
KENTUCKY HIGH SCHOOL ATHLETIC ASSOCIATION
BOARD OF CONTROL

BY: Lyman G. Gings
John V. Gings

BY: F. E. Stone
F. E. Stone

BY: Shirley A. Layford
Shirley A. Layford

BY: Maurice H. Kirby
President, First National Bank



BY: [Signature]
[Illegible text]

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Subscribed and sworn to before me by Lyman V. Ginger, this the 20th day of June, 1951.

My Commission Expires April 14, 1953

Anne Lewis Wilson
Notary Public

Subscribed and sworn to before me by T. K. Stone, this the 23rd day of June, 1951.

My Commission Expires December 7, 1954

Mary Jane Echall
Notary Public

Subscribed and sworn to before me by Thos. J. Seaford, this the 27th day of June, 1951.

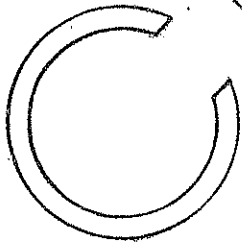
Notary Public, Henderson County, Ky.
My commission expires Jan. 26, 1952

Virginia L. Schaeffer
Notary Public

Subscribed and sworn to before me by Charles H. Kistner, President of the First National Bank of Henderson, Kentucky, this the 27th day of June, 1951.

Notary Public, Henderson County, Ky.
My commission expires Jan. 26, 1952

Virginia L. Schaeffer
Notary Public



CONTRACT

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This contract by and between the Kentucky High School Athletic Association represented by its duly constituted Board of Control, Party of the First Part, and Theo. A. Sanford, Commissioner, Party of the Second Part

WITNESSETH: That for and in consideration of Second Party's services as Commissioner and the further consideration of four per cent (4%) of Second Party's monthly or annual salary, the annual base salary on which this per cent is taken not to exceed \$4800.00, paid regularly into the Annuity Trust Fund of the Association, First Party agrees to and obligates itself to also pay into said Annuity Trust Fund, on or before July 1 of each year, a sufficient annual amount which when taken with the amount paid by Second Party shall be not less than \$643.96 per annum, these payments to continue each year Second Party is in the employ as Commissioner of First Party and until Second Party shall have attained the age of sixty-five; or until prior retirement at an age between sixty and sixty-five. It is further agreed and understood that First Party may make a single present worth deposit in lieu of the said annual deposits.

It is agreed and understood that if Second Party remains in the employ of First Party as Commissioner and duly performs every part of his contract of employment and every part of this contract of agreement, First Party shall pay to Second Party from the said Annuity Trust Fund an annuity of \$1,040.00 in monthly installments beginning on the first day of the calendar month following Second Party's sixty-fifth birthday and continuing during his natural life; provided that the annuity shall be reduced, in accordance with the amount in the reserve and mortality tables, to an actuarial equivalent for retirement between age sixty and age sixty-five.

If the Second Party is requested to remain in active service after he has attained the age of sixty-five and if he consents, any additional period of service will not increase his retirement income. The payment of the Second Party's retirement income will commence when he has attained his sixty-fifth birthday, whether or not he is actually retired.

It is further agreed that in case of resignation, dismissal, disability, or death before age sixty, the contributions of Second Party together with 2½ per cent compound interest shall be paid to Second party, or to his estate or assigns; but that the accumulated contributions or deposits of First Party shall remain in the Annuity Trust Fund.

This contract shall be automatically renewable and coexistent with the contract of employment of Second Party and shall expire without notice to either party upon the expiration of said contract of employment; excepting, if expiration is before age sixty of Second Party, the provisions relating to refund of contributions and interest shall be in full force and effect; and if expiration is after age sixty of Second Party, the provisions relating to reduced annuity shall be in full force and a valid obligation upon First Party.

It is further agreed by both Parties that in case of disagreement as to the meaning of any provisions of this contract, First Party and Second Party shall each appoint one arbitrator and the two arbitrators agree upon and unanimously appoint a third arbitrator and this so constituted Board of Arbitration shall investigate, hear both Parties, secure expert advice as necessary, and make a decision, which shall be in agreement with this contract and which shall be final. No resort to Court shall be made by either Party upon penalty that if done the

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equity of said Party in the Annuity Trust Fund shall be forfeited; excepting in case of recovery of funds or securities from a bank or in case of the settlement of an estate, in which cases, only, suit by either or both Parties may be maintained.

In agreement hereto, and First Party having been duly authorized to do so, we affix our signatures this the 9th day of June, 1951.

Kentucky High School Athletic Association
Board of Control

Lyman, Gings

Party of the First Part

F. K. Stone

Party of the First Part

John Harwood

Commissioner, Party of the Second Part

Sworn to and subscribed in my presence this the 9th day of June, 1951.

Mary Jane Chalt

(Notary or Court Clerk)

My commission expires:

December 7, 1954.

(SEAL if notary)