

## Board of Control Meeting -- March 20, 1954

The Board of Control of the Kentucky High School Athletic Association met at the Phoenix Hotel, Lexington, on Saturday morning, March 20, 1954.

The meeting was called to order by President Carlos Oakley at 9:30, with all Board members, Commissioner Theo. A. Sanford, and Assistant Commissioner J. B. Mansfield present.

W. B. Jones moved, seconded by William E. Kingsolver, that the reading of the minutes of the February meeting of the Board be waived, since all members had received copies of these minutes. The motion was carried unanimously.

Louis Litchfield moved, seconded by Jack Dawson, that President Carlos Oakley be asked by the Board to present the State Basketball Tournament trophies and awards at the end of the final session of the tournament. The motion was carried unanimously.

There was a discussion of Board proposals to be presented to the Delegate Assembly at the forthcoming annual meeting of the Association. W. B. Jones moved, seconded by William E. Kingsolver, that the following two proposals be submitted as Board proposals: 1) Rewrite the first sentence of By-Law 6, Section 1, to read as follows: "Any student who has represented a secondary school in a first team game in any sport and who changes schools without a corresponding change in the residence of his parents shall be ineligible for thirty-six school weeks." 2) Substitute "twenty" and "twenty-six" for "twenty-four" and "thirty" respectively in the second sentence of By-Law 21. The motion was carried unanimously.

There was a discussion of Board attendance at the forthcoming annual meeting of the National Federation, to be held late in June. Louis Litchfield moved, seconded by Jack Dawson, that the expenses of all Board members who find it possible to attend the meeting be paid. The motion was carried unanimously.

Roy G. Eversole moved, seconded by William E. Kingsolver, that all bills of the Association for the period beginning February 13, 1954, and ending March 19, 1954, 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 presented a list of claims which had been paid since February 12, 1954, the total amount of these claims being \$1,597.75. W. B. Jones moved, seconded by Roy G. Eversole, that the claims as presented by the Secretary-Treasurer of the Protection Fund be allowed, and that a list of these claims be made a part of the minutes. The motion was carried unanimously. The claims are as follows:

Prin. Zilda Heusinkveld, Annville Institute, for Herbert Cunagin	6.00
Prin. Edward T. Curd, New Concord H.S., for Billy Joe Kings	5.00
Sister Lucina, St. Vincent Academy, for Eddie Clements	15.00
Prin. Edward P. Hickey, Fredonia H.S., for Major Brown, Jr.	10.00
Prin. Samuel L. Smith, Edmonton, H.S., for Jimmy Romines	5.00
Prin. T. O. Thompson, Old Kentucky Home H. S. for Billy Maddox	50.00
Prin. Clyde T. Lassiter, Middlesboro H.S., for Bobby Meyers	102.75
Prin. Clyde T. Lassiter, Middlesboro H.S., for Douglas Campbell	10.00
Prin. Palmore Lyles, Carrollton H.S., for Ronnie Marlette	5.00
Prin. H. L. Perkins, Rineyville H.S., for Bobby Branger	20.00
Prin. W. W. White, Barret H.S., for Bennie Logan	5.00
Prin. W. W. White, Barret H.S., for Cecil Logan	10.00
Prin. William Detherage, Bagdad H.S., for Bobby Wade	48.00

Supt. Eugene K' Meyers, Erie H.S., for Jerry Nolte	5.00
Prin. Morris Cierley, Highlands H.S., for Earl Dickerson	3.00
Prin. L. J. Byrum, Slaughters H.S., for Billy Martin	50.00
Prin. H. L. Davis, Lafayette H.S., for Gerald Walton	35.00
Supt. James Wood, West Point H.S., for William Donald Allen	7.50
Prin. W. B. Houchin, Sharpe H.S., for David English	5.00
Prin. G. W. Kemper, Harrison County H.S., for Gene Harp	12.00
Prin. C. M. Scarbrough, Hazel H.S., for Johnny White	6.00
Prin. O. M. Lassiter, Valley H.S., for Robert Gentry	50.00
Prin. Onas Evans, Corydon H.S., for Charles Holcomb	10.00
Prin. Onas Evans, Corydon H.S., for Charles Duncan	18.00
Prin. James L. Cobb, Newport H.S., for Kelly Flannery	10.00
Prin. James L. Cobb, Newport H.S., for Bruce Barkhau	50.00
Prin. James L. Cobb, Newport H.S., for Jim Fangman	5.00
Prin. Earl C. Reed, Brownsville H.S., for Jimmie Skaggs	7.50
Prin. Harry Howard, London H.S., for Hez Hensley	20.00
Prin. Gleason McCubbin, Glendale H.S., for Donald Osborne	6.00
Prin. Willard Sandidge, Pulaski County H.S., for Virgil Diamond	10.00
Prin. Willard Sandidge, Pulaski County H.S., for Marvin Mullins	5.00
Prin. Willard Sandidge, Pulaski County H.S., for Jackie Vaught	5.00
Supt. A. L. Lassiter, Madison-Model H.S., for Cecil Dunn	10.00
Prin. George H. Yankey, Mt. Washington H.S., for Tommy Corneal	5.00
Prin. James A. Mitchell, Hickman H.S., for Jerry Williams	10.00
Prin. Gleason McCubbin, Glendale H.S., for Eugene Boyd	5.00
Prin. Gleason McCubbin, Glendale H.S., for Paul Thorpe	5.00
Prin. William T. Leach, Cromwell H.S., for William H. Hudson	7.00
Prin. Wayne Ratliff, Wheelwright H.S., for Douglas Osborne	31.00
Prin. T. L. Arterberry, Lee County H.S., for Bobby Thorpe, Jr.	20.00
Prin. Max E. Calhoun, Prichard H.S., for Ray Murphy	6.00
Prin. R. W. Slusher, Minerva H.S., for Rodney Schiltz	5.00
Prin. Rector A. Jones, Florence H.S., for Frank Dixon	25.00
Prin. Nelson Jones, Winchester H.S., for Horton Daniels	50.00
Elizabeth Hudgions, February salary less tax	104.00
Prin. C. H. Jagers, College H.S., for Frank Miller	4.00
Prin. C. H. Jagers, College H.S., for Ronnie Hilsmeier	6.00
Prin. Roy H. Dorsey, Oldham County H.S., for J. W. Madden	5.00
Prin. J. W. Parke, Rockport H.S., for Bobby Drake	5.00
Prin. Harvey G. Bush, Clark County H.S., for James Hall	35.00
Prin. Samuel L. Smith, Edmonton H.S., for Burnell Thompson	15.00
Prin. H. D. Puckett, Munfordville H.S., for Harry Wilson	6.00
Prin. Reed Conder, Brewers H.S., for Bobby Norsworthy	5.00
Prin. Reed Conder, Brewers H.S., for Eltis Prather	5.00
Prin. Andrew Bird, Cub Run H.S., for Houston Jagers	11.00
Prin. Larue Millen, Ezel H.S., for Bernard Murphy	6.00
Supt. W. H. Hanson, Augusta H.S., for James Fraysure	6.00
Supt. Eugene K. Meyers, Erie H.S., for Glen David Rucker	35.00
Prin. Max E. Calhoun, Prichard H.S., for Cecil Jack Adams	5.00
Prin. Earl C. Reed, Brownsville H.S., for David Davis	23.00
Prin. James S. Smith, Walton-Verona H.S., for Billy Smith	6.00
Prin. Howard V. Reid, Wingo H.S., for Charles Saxon	3.00
Prin. B. L. Sizemore, Richardsville H.S., for Landon Elkin	5.00
Prin. W. R. Martin, Waddy H.S., for Bobby M. Stevens	50.00
Prin. Thomas Brantley, Morganfield H.S., for Prentice Brisby	20.00
Prin. Advid Montgomery, Temple Hill H.S., for Richard Thomas	5.00
Prin. Carroll C. Brooks, Alvaton H.S., for Joe Tom Reagen	5.00
Prin. Dewey Ball, McCreary County H.S., for Dean King	2.00
Prin. Dewey Ball, McCreary County H.S., for Don Lindsey	2.00
Prin. A. G. Crume, Livermore H.S., for Hubert Humphrey	10.00
Prin. A. G. Crume, Livermore H.S., for Kenneth Hutchins	5.00
Prin. W. W. White, Barret H.S., for Charles Watkins	25.00

Prin. Clyde T. Lassiter, Middlesboro H.S., for Noble Vaughn	6.00
Prin. Clyde T. Lassiter, Middlesboro H.S., for Bobby Barton	12.00
Prin. Clyde T. Lassiter, Middlesboro H.S., for Ren Bush	10.00
Prin. Thomas N. McCoy, Todd County H.S., for Bobby Collins	31.00
Prin. Morris Cierley, Highlands H.S., for Massey Pierce	150.00
Prin. Morris Cierley, Highlands H.S., for Paul Francis	57.50
Prin. George H. Wright, Bellevue H.S., for Cliff Swauger	82.50
Prin. C. M. Scarbrough, Hazel H.S., for Walter Byars	21.00
Supt. D. R. Riggins, Burgin H.S., for Paul Morford	10.00
Prin. William B. Miller, Almo H.S., for Jackie Thorn	7.00
Prin. Clyde T. Lassiter, Middlesboro H.S., for Hugh Ed Howard	6.00

There being no further business, the meeting adjourned.

*Carlo Oakley*  
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 President

*John A. Sawyer*  
 \_\_\_\_\_  
 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, Party of the First Part, and

Joe B. Mansfield, Assistant Commissioner, Party of the Second Part

WITNESSETH: That for and in consideration of Second Party's services and the further consideration of three per cent (3%) 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 \$329.20 per annum, these payments to continue each year Second Party is in the employ 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 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  $2\frac{1}{2}$  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 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 27<sup>th</sup> day of February, 1954.

Kentucky High School Athletic Association  
Board of Control

(signed)

Carlos Oakley  
Party of the First Part

(signed)

John Hayford  
Party of the First Part

(signed)

Joe B. Mansfield  
Party of the Second Part

Sworn to and subscribed in my presence this the 27<sup>th</sup> day of February, 1954.

(signed)

Virginia F. Schaeffer  
(Notary or Court Clerk)

My commission expires:  
January 26, 1956, 19  .

(Seal if notary)

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PROPOSED K. H. S. A. A. BUDGET - 1953-54

RECEIPTS

Annual Dues	\$ 1,400.00
Officials' Dues	3,800.00
Officials' Fines	75.00
School Fines	50.00
Magazine Advertising	800.00
Interest Received from Bonds & Savings Acc'ts	2,400.00
Sale of National Federation Publications	150.00
Profit from State Basketball Tournament	75,000.00
Receipts - State Baseball Tournament	<u>600.00</u>
	\$84,275.00

DISBURSEMENTS

Board of Control Expense	3,300.00
Commissioner's Salary	10,500.00
Expense - Commissioner's Office	300.00
Assistant Commissioner's Salary	7,000.00
Travel Expense - Assistant Commissioner	700.00
Secretarial Help	6,400.00
Postage	1,500.00
Office Supplies	300.00
Purchase of New Equipment	2,500.00
Insurance on Office Equipment	50.00
Repairs on Equipment	200.00
Office Rent	2,100.00
Utilities	200.00
Telephone and Telegraph	800.00
Investigations - Board of Control	150.00
Fidelity Bonds	60.00
Printing	2,500.00
Appropriation to Ky. Coaches Ass'n	500.00
Purchase of Nat'l Fed. Publications	1,500.00
Delegates to Nat'l Fed. Meetings	800.00
National Federation Dues	125.00
Girls Division - N. S. W. A.	200.00
Rental on Films	600.00
Audit	35.00
Service Charges - Bank	40.00
Meals - Annual Banquet	1,500.00
Speaker - Annual Banquet	100.00
Social Security	250.00
Transfer of Funds to Protection Fund	9,000.00
<u>Magazine Costs:</u>	
Printing and Engraving	3,700.00
Editor's Office Expense	25.00
Mailing	50.00
<u>Officials' Division:</u>	
Honorariums and Expense - Clinics	1,000.00
Printing and Miscellaneous Expense	50.00
School for Basketball Officials	1,000.00
Expenses - Regional Basketball Clinics	300.00
Officials' Emblems	300.00
Officials' Bureaus	25.00

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Swimming Expense	1,900.00
Golf Expense	1,000.00
Tennis Expense	1,200.00
Track Expense	9,000.00
Baseball Expense (Dist., Reg. & State Meets)	7,000.00
Retirement Fund	2,000.00
Miscellaneous Disbursements	<u>100.00</u>
	\$ 31,860.00

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KENTUCKY HIGH SCHOOL ATHLETIC  
ASSOCIATION ANNUITY TRUST  
FUND AGREEMENT

THIS AGREEMENT, made and entered into this the 27 day of February, 1954, by and between JOE B. MANSFIELD and the BOARD OF CONTROL OF THE KENTUCKY HIGH SCHOOL ATHLETIC ASSOCIATION, DONORS, and the FIRST NATIONAL BANK OF HENDERSON, KENTUCKY, TRUSTEE,

WITNESSETH: That Whereas, heretofore on Feb. 27, 1954, the Kentucky High School Athletic Association Board of Control and Joe B. Mansfield, hereinbefore 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 Joe B. Mansfield, agreed each to contribute a certain amount of money, set forth in Exhibit A, for the purpose of establishing a retirement annuity for Joe B. Mansfield, 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 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 Joe B. Mansfield, 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 manner, shall be distributed as directed by the donors hereto, but in accordance with the terms of the contract marked 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 TESTIMONY 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: Carlos Oakley  
Carlos Oakley

By: Theo. A. Sanford  
Theo. A. Sanford

By: Joe B. Mansfield  
Joe. B. Mansfield

TRUSTEE:  
BY: Maurice H. Kirby  
President, First National Bank

ATTEST:

[Signature]  
SEC.

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Subscribed and sworn to before me by Carlos Oakley, this the 27th day of February 1954.

Virginia F. Schaeffer  
Notary Public My commission expires Jan. 26, 1956

Subscribed and sworn to before me by Theo. A. Sanford, this the 27th day of February, 1954.

Virginia F. Schaeffer  
Notary Public My commission expires Jan. 26, 1956

Subscribed and sworn to before me by Joe B. Mansfield, this the 27th day of February, 1954.

Virginia F. Schaeffer  
Notary Public My commission expires Jan. 26, 1956

Subscribed and sworn to before me by Maurice H. Kirby, President of the First National Bank of Henderson, Kentucky, this the 9th, day of March, 1954.

Virginia F. Schaeffer  
Notary Public My commission expires Jan. 26, 1956