

## Board of Control Meeting - October 5, 1957

The Board of Control of the Kentucky High School Athletic Association met at the K.H.S.A.A. Building, Lexington, on Saturday morning, October 5, 1957. The meeting was called to order by President Russell Williamson at 9:30, with all Board members, Commissioner Theo. A. Sanford, and Assistant Commissioner J. B. Mansfield present.

Louis Litchfield moved, seconded by W. H. Crowds, that the reading of the minutes of the July 27th meeting be waived, since the members of the Board had received copies of these minutes. The motion was carried unanimously.

W. B. Jones, Chairman of the Retirement Committee, discussed at length 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. W. B. Jones moved, seconded by K. G. Gillaspie, that President Williamson and Vice-President Litchfield be authorized to sign for the Board as party of the first part the contracts which the Retirement Committee had prepared for the Commissioner and Assistant Commissioner. The motion was carried unanimously.

Jack Dawson moved, seconded by K. G. Gillaspie, that Commissioner Sanford and Assistant Commissioner Mansfield be refunded the money which they had contributed to the K.H.S.A.A. Annuity Trust Fund plus 2-3/4% interest compounded annually, that the treasurer be authorized to sell the necessary amount of securities to pay this amount, and that the remainder of the account be transferred to the K.H.S.A.A. The motion was carried unanimously.

Chairman W. H. Crowds of the Football Championship Committee reported that eleven questionnaires had been returned from states which sponsored championships. He recommended that his committee have a meeting prior to the next Board of Control meeting for the purpose of preparing a questionnaire concerning a possible K.H.S.A.A. football championship, to be sent to Kentucky schools now sponsoring football.

The Commissioner read letters which he had received from Prin. William C. Summers of the Bate High School and Supt. John E. Robinson of the Danville City Schools, concerning the eligibility of Roscoe Tucker, Donald Davis, and Michael Smith. He recommended that the eligibility of Roscoe Tucker at the Bate High School be restored immediately, and that the eligibility of Donald Davis and Michael Smith be restored as of the opening date of the second semester of the 1957-58 school year. W. B. Jones moved, seconded by Jack Dawson, that the recommendation of the Commissioner be accepted, and that the eligibility of the players mentioned be restored. The motion was carried unanimously.

All members of the Board concurred with a decision of the Commissioner relative to the eligibility of Alan Graham, now enrolled in the Old Kentucky Home School.

The Commissioner stated that he had been asked previously by members of the Board of Control to get estimates on completing the two unfinished basement rooms in the K.H.S.A.A. Building. He stated that the R. T. Jordan firm of Lexington had given an estimate of \$1286.00 for finishing the two rooms involved; and that Meriwether & Marye, the building architects, had advised that the bid was a reasonable one and should possibly be accepted, since it would hold for only a short period of time. The Commissioner stated further that he had gotten in touch with President Williamson and Vice-President Litchfield, and that the three, acting as an executive committee, had authorized R. T. Jordan to complete the work mentioned. Cecil A. Thornton moved, seconded by Robert P. Forsythe, that the action taken by the executive committee be sustained and approved. The motion was carried unanimously.

The date of the next meeting of the Board was set for January 5, 1958, immediately prior to the opening of the National Federation Football Committee meeting, scheduled to be held in Lexington.

Louis Litchfield moved, seconded by K. G. Gillaspie, that Tommy Bell and Edgar McNabb be named respectively delegate and alternate to the forthcoming meeting of the National Federation Football Committee. The motion was carried unanimously.

Cecil A. Thornton moved, seconded by W. H. Crowds, that all bills of the Association, beginning July 27, 1957, and ending October 4, 1957, be allowed. The motion was carried unanimously.

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

Secretary-Treasurer Sanford presented a list of claims which had been paid by the Protection Fund since July 27, 1957, the total amount of these claims being \$1,969.96. Jack Dawson moved, seconded by W. B. Jones, that the claims as presented by the Secretary-Treasurer of the Protection Fund be allowed. The motion was carried unanimously. The claims are as follows:

Otto Printing Co., account	\$261.50
Prin. Willaim L. Mills, Black Star H.S., for Carl Howard	30.00
Prin. William L. Mills, Black Star H. S., for Ray Williams	6.00
Prin. William L. Mills, Black Star H.S., for Don Campbell	10.00
Jean Austin, August salary less withholding	120.57
Prin. Shelvie Fuson, Middlesboro H.S., for Timothy Sowders	150.00
Mary Frances Endicott, August salary less withholding	78.63
Transylvania Printing Co., account	13.00
Prin. Shelvie Fuson, Middlesboro H.S., for Buddy Collison	18.50
Prin. H. M. Wesley, Hazard H.S., for Kenneth Cobb	41.55
Prin. J. M. Burkich, Whitesburg H.S., for Paul E. Sparks	5.00
Prin. Thelma W. Jones, Beechwood H.S., for Frank Thurman	150.00
Prin. Stanley Marsee, Lancaster H.S., for Charles Ellis	6.00
Prin. Joe Ohr, Irvine H.S., for Kenneth Floyd	8.00
Prin. C. F. Martin, Lebanon H.S., for Rodney Wilcher	12.00
Prin. C. F. Martin, Lebanon H.S., for Otho Lawson	40.00
Prin. Joe Ohr, Irvine H.S., for H. H. Tudor	20.00
Prin. Arthur Tipton, Ludlow H.S., for Stanley Clasgen	5.00
Prin. Joseph G. Chaney, Russellville H.S., for Jerry Estes	20.00

Prin. Oran C. Teater, Paintsville H.S., for Patrick D. Hensley	67.00
Prin. Stanley Marsee, Lancaster H.S., for John Stevens	49.33
Prin. H. M. Wesley, Hazard H.S., for Jim Crutchfield	50.00
Prin. H. L. Davis, Lafayette H. S., for John Ross	12.50
Prin. H. L. Davis, Lafayette H. S., for Lyndell Evans	10.00
Prin. H. L. Davis, Lafayette H. S., for Roy E. Flynn, Jr.	7.50
Prin. H. L. Davis, Lafayette H. S., for Kenneth Campbell	50.00
Mary Frances Endicott, Sapetember salary less withholding	163.68
Prin. Elmo C. Head, Shelbyville H.S., for Frankie Cowherd	10.00
Prin. Russell R. Below, Henderson H.S., for Paul Barron, Jr.	25.00
Prin. Harold Miller, Highlands H.S., for David Sorensen	10.00
Prin. Harold Miller, Highlands H.S., for Aaron Mosley	10.00
Prin. Elmo C. Head, Shelbyville H.S., for Danny Wilson	12.00
Prin. J. M. Burkich, Whitesburg H.S., for Roger Kincer	27.00
Prin. J. M. Martin, Fulton H.S., for Philip Andrews	16.00
Prin. William L. Mills, Black Star H.S., for Chester Ealy	6.00
Prin. Kenneth Kuhnert, Dayton H.S., for Phil Higgins	30.00
Prin. Dawson Orman, Mt. Sterling H.S., for Richard Gibbs	5.00
Prin. Dawson Orman, Mt. Sterling H.S., for Eddie Bayes	7.50
Prin. H. L. Davis, Lafayette H.S., for Jan Hacker	6.00
Prin. Kelley B. Stanfield, Cynthiana H.S., for Donald Wagoner	20.00
Prin. Oran C. Teater, Paintsville H.S., for Delmas Fraley	10.00
Prin. Oran C. Teater, Paintsville H.S., for Roscoe Spears	15.00
Prin. Oran C. Teater, Paintsville H.S., for James L. Hooper	25.00
Prin. James Tichenor, Lloyd H.S., for Arnold Robinson	24.00
Prin. Joe Ohr, Irvine H.S., for Abraham Lewis	6.00
Prin. W. B. Jones, Somerset H.S., for Ronnie Baker	10.00
Prin. W. B. Jones, Somerset H.S., for Ronnie Baker	15.00
Prin. W. B. Jones, Somerset H.S., for Bob Woddle	20.00
Prin. W. B. Jones, Somerset H. S., for David Isabell	5.00
Prin. H. L. Ellis, Ashland H. S., for Talmadge Everman	12.00
Prin. D. R. Riggins, Burgin H.S., for Bobby Matherly	52.45
Prin. H. A. Howard, Corbin H. S., for Melvin Chandler	6.00
Prin. Kenneth Kuhnert, Dayton H.S., for Wally Sullivan	5.00
Prin. F. D. Wilkinson, Frankfort H.S., for Isaac Greene	75.75
Prin. Joe Ohr. Irvine H.S., for Tyrone Witt	6.00
Prin. Stanley Marsee, Lancaster H.S., for Jackie Fathergill	13.00
Prin. Shelvie Fuson, Middlesboro H.S., for David Cawood	6.00
Prin. Shelvie Fuson, Middlesboro H.S., for James Harville	12.50
Prin. Shelvie Fuson, Middlesboro H.S., for Johnny Loy	15.00
Prin. Shelvie Fuson, Middlesboro H.S., for Charlie Nagle	10.00
Prin. Effie Arnett, Pineville H.S., for Phillip Akers	5.00
Prin. Effie Arnett, Pineville H.S., for Jerry Baker	14.00
Prin. Effie Arnett, Pineville H.S., for Danny Haley	6.00
Prin. Effie Arnett, Pineville H.S., for T. F. Hendrickson	5.00
Prin. Effie Arnett, Pineville H.S., for Darwin Walters	6.00

There being no further business, the meeting adjourned.

Russell Williamson  
President

Shirley A. Layford  
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 know as Party of the First Part, and

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

In consideration of benefits accruing to both Parties by virtue of this agreement, both Parties do now subscribe to the following conditions

TO WITNESS:

Parties did on July 16, 1957, purchase through the Mutual Benefit Life Insurance Co., Newark, N. J., herein referred to as the Insuring Co., 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 \$3396.40. 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. Second Party agrees to pay annually five per cent (5%) of his monthly or annual salary, the annual base salary on which this percentage is taken shall not exceed ten thousand (\$10,000) dollars, on the premium of this policy. Payment of Second Party's percentage shall be made not later than May first of each year. First party agrees to and obliges itself also to pay by May first each year an amount which when taken with the amount paid by Second Party shall be sufficient to pay the annual premium on the said life insurance policy. It is further agreed that these annual payments shall be continued by both parties 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 receive an annual annuity for life equal to the income that the insurance policy provides under option 5.

The said insurance policy carries a double indemnity clause increasing the annual premium of the policy by \$31.60. Both parties agree that each shall pay fifty per cent of this added premium and all benefits accruing by virtue of this double indemnity provision shall be governed by the provisions of this contract.

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At the time of retirement of Second Party, Parties to this contract shall mutually agree upon the option, as enumerated in the policy, which shall be followed in making payment to the beneficiary.

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, but in no case shall such extended employment be for more than five years, or until Second Party reaches the age of seventy years. Retirement of Second Party shall be mandatory when he becomes seventy (70) years of age, and his employment relationship with First Party shall cease.

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 at age seventy 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.

It is further agreed that in case of resignation, dismissal, or disability, of Second Party, prior to his attaining the age of sixty-five all contributions made by him toward payment of premiums on the said insurance policy shall be returned to him together with interest at the rate of three per cent (3%) compounded annually. Should Second Party withdraw from the retirement plan after ten years continuous employment from his date but before retirement, he shall receive from the proceeds of the insurance policy one and one half times the amount of his deposits plus interest compounded annually at three per (3%) on his actual payments.

It is further agreed that should Second Party die before reaching the age of sixty-five, First Party agrees to pay to his surviving widow an amount equivalent to fifty (50%) per cent of the final settlement of

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death benefits as paid by the insuring company. Final payment shall be made in a single payment to the surviving widow as soon as practical after the death claims have been paid to First Party by the insuring company. In the event Second Party should die before reaching sixty-five years of age and leaves no surviving widow, First Party shall pay to the estate of Second Party only the accumulated money Second Party contributed to the insurance plan plus interest compounded annually at three (3%) per cent. These provisions shall apply to the period from age sixty-five until age seventy should Second Party elect to defer retirement from sixty-five years of age until he reaches the age of seventy years.

It is further agreed that should Second Party die within ten years after retirement, his surviving widow, if any, shall receive a sum equivalent to fifty (50%) per cent of the final insurance settlement, this amount to be paid from the proceeds of the death benefits of the insurance policy. In the event, there is no surviving widow at the death of Second Party, no further settlement with Second Party's estate or heirs will be made, and all provisions of this contract will be considered to have been fulfilled.

This contract shall be renewable and is coexistent with the contract of employment of Second Party and shall expire without notice to either party upon expiration or cancellation of said contract of employment.

It is further agreed by both parties that in case of disagreement as to the meaning 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 insurance benefits in question shall be forfeited; excepting in case of recovery of funds or securities from a bank or insurance company or in the settlement of an estate in which case, only, suit by either party or both parties may be maintained.

This agreement cancels the contract signed and executed by First Party and Second Party on June 9, 1951, 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.

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It is further agreed that the contract between First Party and Second Party, dated June 27, 1951, titled, Kentucky High School Athletic Association Annuity Trust Fund Agreement, is hereby canceled and is declared to be null and void and of no effect. First Party agrees to return to Second Party all contributions made by him to this Annuity Trust Fund together with accumulated interest accruing by virtue of investments made by the Trust Department of the First National Bank, Henderson, Ky.

In Testimony Whereof, Witness the hands of the parties hereto, this 5 day of Oct. 1957

Kentucky High School Athletic Association Board of Control

Russell Williamson President  
For Party of the First Part

Louis Litchfield Vice-President  
For Party of the First Part

Theodore A. Sanford  
Party of the Second Part

Signed in my presence this 5 day of Oct, 1957.

Mary B. Downing  
Notary Public

My Commission expires My Commission Expires June 25, 1960.

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 October 5, 1957, and the record of such authorization by said Board is to be found in its Book of Minutes on page 126 .

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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 benefits accruing to both Parties by virtue of this agreement, both Parties do now subscribe to the following conditions

TO WITNESS:

Parties did on July 16, 1957, purchase through the Benefit Mutual Life Insurance Co., Newark, N. J., herein referred to as the Insuring Co., a retirement annuity life insurance endowment policy having a face value of fifteen thousand (\$15,000) dollars and designed to cover a premium payment period of twenty-two 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 designated by the policy to be \$1,084.80. All dividends on this policy accruing prior to maturity of the policy shall be left with the insuring company to become a part of the cash value of the policy. The policy names First Party as beneficiary, and First Party has sole ownership of the policy. Until he reaches the age of fifty years, Second Party agrees to pay annually four per cent (4%) of his monthly or annual salary, the annual base salary on which this percentage is taken shall not exceed ten thousand (\$10,000) dollars, on the premium of this policy. Payment of Second Party's percentage shall be made not later than June first of each year. When Second Party reaches fifty years of age, his annual payment shall be five per cent of his base salary, such percentage to continue throughout all subsequent payments on said policy. First Party agrees to and obliges itself also to pay by June first each year an amount which when taken with the amount paid by Second Party shall be sufficient to pay the annual premium on the said life insurance policy. It is further agreed that these annual payments shall be continued by both parties until Second Party reaches the age of sixty-five years, 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 receive an annual annuity for life equal to the income that the insurance policy provides under option 5.

The said insurance policy carries a double indemnity clause increasing the annual premium of the policy by \$18.15. Both parties agree that each shall pay fifty per cent of this added premium and all benefits accruing by virtue of this double indemnity provision shall be governed by the provisions of this contract.



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At the time of retirement of Second Party, Parties to this contract shall mutually agree upon the option, as enumerated in the policy, which shall be followed in making payment to the beneficiary.

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 hereinafter during his continued employment, but in no case shall such extended employment be for more than five years, or until Second Party reaches the age of seventy years. Retirement of Second Party shall be mandatory when he becomes seventy years of age, and his employment relationship with First Party shall cease.

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 at age seventy 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.

It is further agreed that in case of resignation, dismissal, or disability, of Second Party, prior to his attaining the age of sixty-five, all contributions made by him toward payment of premiums on the said insurance policy shall be returned to him together with interest at the rate of three per cent (3%) compounded annually. Should Second Party withdraw from this plan of retirement after fifteen years of continuous employment from this date, but before retirement, he shall receive from the proceeds of the cash value of the insurance policy, upon settlement with the insurance co., one and one-half times the amount of his deposits plus interest compounded annually at three per cent (3%) on his actual payments on the premium of the policy.

It is further agreed that should Second Party die before reaching the

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age of sixty-five years, First Party agrees to pay to his surviving widow and amount equivalent to fifty per cent (50%) of the final settlement of death benefits as may be paid to First Party by the insuring company. For each surviving child of Second Party that may be under twenty-one years of age at the time of death of Second Party, First Party agrees to pay to the estate of Second Party sixteen hundred (\$1600) dollars. Final payment of these sums shall be made in a single payment to the surviving widow as soon as practical after death claims on the policy have been paid by the insuring company to First Party. In the event Second Party should leave no surviving widow at the time of his death, First Party agrees to pay the stated amounts to the administrator or executrix of Second Party's estate. In the event Second Party should die before reaching sixty-five years of age and leaves no surviving widow or surviving child or children, First Party shall pay to the estate of Second Party only the accumulated money Second Party shall have contributed to the insurance plan plus interest compounded annually at three (3%) per cent. These provisions shall apply to the period from age sixty-five until age seventy should Second Party elect to defer retirement from sixty-five years of age until he shall reach the age of seventy years.

It is agreed that should Second Party die within ten years after retirement, his surviving widow, if any, shall receive a sum equivalent to fifty per cent (50%) of the final insurance settlement, this amount to be paid from the proceeds of the death benefits of the insurance policy. In the event there is no surviving widow at the death of Second Party after his retirement, no further settlement with Second Party's estate or heirs will be made, and all provisions of this contract will be considered to have been fulfilled.

This contract shall be renewable and is coexistent with the contract of employment of Second Party and shall expire without notice to either party upon expiration or cancellation of said contract of employment.

It is further agreed by both parties that in case of disagreement as to the meaning 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 insurance or retirement benefits in question shall be forfeited; excepting in case of recovery of funds or securities from a bank or insurance company in the settlement of an estate in which case, only, suit by either party or both parties may be maintained.

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This agreement cancels the contract signed and executed by First Party and Second Party on February 27, 1954 by 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.

Both Parties agree that the contract between First Party and Second Party, dated February 27, 1954, titled, Kentucky High School Athletic Association Annuity Trust Fund Agreement, is hereby cancelled and is declared to be null and void and of no effect. First Party agrees to return to Second Party all contributions made by him to this Annuity Trust Fund together with accumulated interest accruing by virtue of investments by the Trust Department of the First National Bank, Henderson, Ky.

In Testimony Whereof, Witness the hands of the parties hereto, this 5 day of Oct 1957

Kentucky High School Athletic Association Board of Control

Russell Williamson President  
For Party of the First Part

Louis Peterson Vice-President  
For Party of the First Part

Joe B. Mansfield  
Party of the Second Part

Signed in my presence this 5 day of Oct, 1957.

Mary B. Gawning  
Notary Public

My Commission expires My Commission Expires June 25, 1960.

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 October 5, 1957, and the record of such authorization by said Board is to be found in its Book of Minutes on page 126 .