

Monday, May 24, 2021

Dear Hettinger Community,

Over the past couple weeks there has been discussion about the Co-op and the agreement sent to Scranton. The proposed agreement was agreed to during a meeting between the full Co-op Committee that included representatives from both districts for the 2020-2021 school year, but Scranton opted to not sign the current agreement and go to use a previous agreement.

The Hettinger Public School Board determined in a unanimous vote to bring the agreement forward that was agreed to during a meeting on July 20, 2020, which was also held on Zoom with 300 people participating. In the following correspondence you will see fully the written correspondence, as well as the proposed Co-op Agreement.

The motion to send this was NOT done during an executive session, but rather the motion was done at a regular school board meeting on May 12, 2021. In an attempt to be as transparent as possible the HPS Board has posted all correspondence to the website and can be accessed at <https://www.hettinger.k12.nd.us/> with the banner at the top of the page.

Below you will find in full the communication between districts as well the agreement. The Hettinger Public School Board is in support of the Co-op continuing and the sustained success that our student-athletes have benefited and hope to continue with the Co-op in place.

Sincerely,

Ryan Moser
Superintendent
Hettinger Public School

From: Moser, Ryan <Ryan.Moser@k12.nd.us>

Sent: Thursday, May 13, 2021 1:05:11 PM

To: John Pretzer <John.Pretzer@k12.nd.us>; Kelly Pierce <Kelly.Pierce@k12.nd.us>

Cc: Kortney Kindsfater <kinzey77@hotmail.com>; ericpandress <ericpandress@gmail.com>; Jon Kohler <Jon.Kohler@k12.nd.us>

Subject: Coop Agreement

Mr. Pretzer and Mr. Pierce,

Last night at our regularly scheduled May School Board meeting the Coop Agreement was on the agenda. The board voted unanimously to offer the attached agreement to continue with the coop. The attached agreement is the same agreement that was mutually agreed to last year at our meeting between the coop board, there are some changes in red, but only to further clarify intent or clean up language/dates.

The Hettinger Public School Board has set a deadline of June 8, 2021 to accept the coop agreement by emailing your conformation or cancelation of the coop agreement; there is

no intent on continuing forward with the current agreement in place. I believe it is the genuine hope of HPS Board to continue the coop with the attached agreement and look forward to your correspondence with Scranton Public School's decision.

Ryan Moser
Hettinger Public School
Superintendent / Elementary Principal
(701)567-5315

From: Kelly Pierce <Kelly.Pierce@k12.nd.us>
Sent: Thursday, May 13, 2021 1:24 PM
To: Moser, Ryan <Ryan.Moser@k12.nd.us>; John Pretzer <John.Pretzer@k12.nd.us>
Cc: Kortney Kindsfater <kinzey77@hotmail.com>; ericpandress <ericpandress@gmail.com>; Jon Kohler <Jon.Kohler@k12.nd.us>
Subject: Re: Coop Agreement

Thank you Ryan. We will review it. How is it different than the agreement we both approved last April.

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Thu 5/13/2021 1:34 PM

Kelly,

Please take the time to review the agreement with the Scranton Coop Committe and Board and let us know your decision. Thank you.

Ryan Moser
Hettinger Public School
Superintendent / Elementary Principal
(701)567-5315

From: John Pretzer <John.Pretzer@k12.nd.us>
Sent: Monday, May 17, 2021 7:45 AM
To: Moser, Ryan <Ryan.Moser@k12.nd.us>
Subject: Re: Coop Agreement

Ryan,

After a quick review, there are items that may have been a part of your proposal but were NOT mutually agreed to as you suggest. Two examples are below. We will retain our sign-off authority on P.O's even though records will be kept electronically

and transportation will be "arranged" by both schools rather than provided. Mr. Pierce will conduct a more thorough review and let you know if more inaccuracies are found.

B. Purchase Orders

1. All purchase orders will be authorized by the Superintendent of the host school. At reconciliation, both Superintendents will have copies of the approved purchase orders throughout the year. Purchases that are not accompanied by purchase orders will not be viewed as a co-op expense.

20. Transportation: For the sake of practicing, transportation will be provided by the individual school districts.

John Pretzer

From: Moser, Ryan <Ryan.Moser@k12.nd.us>
Sent: Tuesday, May 18, 2021 10:54 AM
To: John Pretzer <John.Pretzer@k12.nd.us>
Cc: Kortney Kindsfater <kinzey77@hotmail.com>; ericpandress <ericpandress@gmail.com>; Jon Kohler <Jon.Kohler@k12.nd.us>
Subject: Re: Coop Agreement

John,
Please take the time to review the agreement with the Scranton stakeholders and let us know your decision. Thank you.

Ryan Moser
Hettinger Public School
Superintendent / Elementary Principal
(701)567-5315

John Pretzer
Tue 5/18/2021 12:57 PM
To: Moser, Ryan
Ryan,

The agreement has been passed to our board for review.

John

From: John Pretzer <John.Pretzer@k12.nd.us>
Sent: Friday, May 21, 2021 9:03 AM

To: Moser, Ryan <Ryan.Moser@k12.nd.us>

Subject: Co-op Agreement

Mr. Moser and Hettinger School Board:

Last night (May 20, 2021) at a special meeting of the School Board, the Scranton School Board is requesting a joint meeting of our school boards to discuss and clarify changes to the co-op agreement proposed by Hettinger. Below is the motion made by the Scranton School Board.

"There was a motion by Fisher, a second by Sanford to express to the Hettinger School Board of Scranton School Board's commitment to the success of the Hettinger/Scranton co-op and request a joint board meeting. All were in favor. The motion carried."

Please let me know when your board would like to meet.

Thank You,
John Pretzer, Supt.

Moser, Ryan

Fri 5/21/2021 10:19 AM

To: John Pretzer; Jon Kohler; ericpandress; Kortney Kindsfater

Mr. Pretzer and Scranton Public School Board:

The Hettinger Public School Board has been advised not to engage in full board negotiations, which includes "discussion and clarification" of any points in the agreement; the Board will follow this advice and not schedule a joint meeting between school boards. HPS Board sent the Co-op agreement to you for an approve or decline option. Both schools must concede to make the Co-op successful, we felt this happened when the agreement was originally created. We did receive your last email not agreeing to a couple minor issues and we hope that you will not let those couple things stand in your way of continuing the commitment to the success of the Hettinger/Scranton co-op. The agreement sent HAS been unanimously approved and voted by the HPS Board and sent to you with a deadline to approve or decline. Hettinger School Board has no interest in reliving last year's experience.

Ryan Moser

Hettinger Public School

Superintendent / Elementary Principal

(701)567-5315

From: John Pretzer <John.Pretzer@k12.nd.us>

Sent: Saturday, May 22, 2021 7:58 AM

To: Moser, Ryan <Ryan.Moser@k12.nd.us>

Subject: Co-op meeting

Mr. Moser,

If a meeting with the full school boards to discuss the co-op agreement is not possible, The Scranton School Board would like a meeting with the co-op committee. Please let me know your position.

John Pretzer

Moser, Ryan
Sat 5/22/2021 11:34 AM
To: John Pretzer; Kortney Kindsfater; ericpandress; Jon Kohler

Mr. Pretzer,

Our position is that we believed that we had an agreement that we negotiated with 300 people on zoom where we felt that the air was cleared, that we were back on track with the Co-op and excited for the future of our athletic programs; Scranton Public School Board decided to not approve that agreement that was negotiated by the full Co-op Committee and revert to the previous agreement; the reason we believe that coming together again will not be effective.

The Scranton Public School Board has a fair opportunity to accept or reject the offer by June 8, 2021. We felt that we negotiated in good faith last summer and made concessions to make the agreement acceptable to both sides, the Hettinger Public School Board believes that the agreement brought forward is essentially the same agreement that was agreed upon last summer. We have no intention of re-negotiating the terms that we feel were already agreed, the HPS Board has unanimously approved the agreement that was sent and would like to move forward with continued success of our Co-op. Please provide the HPS Board with your decision by June 8, 2021.

Ryan Moser
Hettinger Public School
Superintendent / Elementary Principal
(701)567-5315

Hettinger/Scranton Co-op Reconciliation and Guidelines and Agreement

I. Reconciliation/Financial

A. Reconciliation Meeting

1. A reconciliation meeting will be called in June prior to the end of the fiscal year.
2. All expenses and P.O. purchases will be handled through the host school (Hettinger)

B. Purchase Orders

1. All purchase orders will be authorized by the Superintendent of the host school. At reconciliation, both Superintendents will have copies of the approved purchase orders throughout the year. Purchases that are not accompanied by purchase orders will not be viewed as a co-op expense.
2. Both Athletic Directors will create a list and an order with a P.O. for supplies that are requested prior to the start of the school year. The P.O. will be forwarded to the host school Superintendent for signature.

C. All Billed Expenses

1. Invoices and bills will be paid by, and kept on record, by the host school (Hettinger) and retained in an electronic file viewable to both schools.

D. Coaches Salary/Coaching Contracts

1. A standard salary schedule exists within the co-op for all coaches.
2. A standard contract will exist between both schools, provided by the host school.

E. Mileage Calculations

1. It has been agreed that there will be a \$1.00 per mile/round trip charge for transportation to games. Practice transportation will be paid for by the individual schools.

F. Bus Driver Compensation

1. Coaches who drive (excluding practices) shall be paid a rate of \$10.00 per hour. There will be a \$25.00 minimum. They will not be paid for down time. This clause applies to AWAY GAMES ONLY. Coaches will not be paid to drive to home games.
2. Any non-coach driver will be paid at a rate of \$18.00 per hour for driving time and \$10.00 per hour for down time up to 8 hours per day.

G. Fundraisers (other than organizations such as Booster Club)

1. Each coach/director will ask permission from **both** Athletic Directors and Superintendent from the host school to hold a fundraiser.
 2. All fundraising accounts will be held in an electronic file in Hettinger, accessible to coaches upon request.
 3. If fundraisers involve the solicitation of businesses or private parties, both Superintendents will be made aware in advance. We are conscious not to saturate our community with overlapping fundraisers.
- H. Both Athletic Directors are directed to arrange for a meeting time with students and parents prior to the school year. Coaches from all sports will have their preseason parent meetings at this time. They will discuss their expectations and hand out, if possible, the season's schedule as well as a form for parents to sign detailing coach expectations to be kept on file by the coach of the sport until the end of the season.
- I. What is NOT a co-op expense?
1. Items that become part of our buildings or are not used for instruction or activities outside the co-op are an individual school expense.
 2. Examples: volleyball standards are used for PE and intramural sports and are not a co-op expense. Upkeep of facilities on school grounds is not a co-op expense. Repairs of vehicles are not co-op expenses, etc.
 3. If questions arise in this area, the Superintendents will come to an agreement and document this agreement for future reference.

**MEMORANDUM OF AGREEMENT FOR CO-OP ACTIVITIES BETWEEN HETTINGER
PUBLIC SCHOOL AND SCRANTON PUBLIC SCHOOL**

This agreement is between the Hettinger Public School Board and the Scranton Public School Board, concerning the forming of cooperatives. This all sports co-op will begin with the **2021-2022** school year.

I. General Information

1. The co-op teams will be called the Hettinger-Scranton Night Hawks. The same rules governing games and financial commitment for other co-op sports will apply.
2. Co-op colors are black, white, and royal blue.
3. School Song: Flight of the Night Hawk
4. All warm-ups, jerseys, uniforms, etc. require final approval of the co-op committee **PRIOR** to purchase.

5. **Financing and Determining practice/game scheduling:** Schools will use the revenues from each program to offset expenses. Accounts will be balanced at the end of each year. If the account shows a profit, these funds will remain in the account for future needs. The schools will share expenses and revenue on the following percentages of participation.
6. **Financial Responsibility:** Exact percentage of high school participation will be used to determine financial responsibility. This number will be determined using the FINAL ROSTER of the current season.
7. If the co-op ever dissolves, the host school (Hettinger) will keep any money that is left in the co-op sports' activity accounts.
8. **In the event of dissolution, the host school will retain all rights to logos, mascots, trademarks, and namesakes.**
9. **Activity passes will be valid in both schools for co-op activities**
 - a. Rates for activity ticket purchase will be uniform between the two schools
 - b. All activity tickets will be numbered to denote the school of purchase (i.e. H1 will designate activity ticket #1 purchased in Hettinger).
 - c. Each school will supply a list of activity tickets purchasers, and clearly note the number of adult passes and student passes purchased during the current year.
 - d. A list of all purchased activity tickets with their corresponding numbers will be provided by each school for admission purposes.
 - e. A detailed account of activity tickets sold by each school will be kept in the electronic file and be presented at the reconciliation meeting to be added as co-op revenue. Activity ticket revenue will be divided according to total percentage of participation for all sports, not one individual sport.
 - f. Activity tickets will be honored for all co-op activities from elementary to high school.
10. Wednesday night is church night; no activities will be scheduled after 6:00 PM. Traveling schools will be home by 6:30 PM.
11. The co-op Athletic Directors and Administrators will develop eligibility policies consistent at both schools.
12. Evaluations will be done on all head coaches by both Athletic Directors and approved by the Administrator from the host school. All assistant coaches, junior high coaches, and elementary coaches will be evaluated by the head coach of the program as they see fit.
13. Each school will establish a co-op committee consisting of two board members, Superintendent, and Athletic Director. The committee shall meet two weeks after the fall seasons conclude, two weeks after the winter seasons conclude, and in June for reconciliation purposes.
14. **Equipment:** Coaches will inventory equipment and will submit requests for new equipment to both Athletic Directors and host school Administrator. The co-op committee will collaborate on the purchase of these items that are not considered consumables.
15. Coaches' salaries will be considered as one of the expenses for each sports program.

16. Coaches/directors will observe a chain of command beginning with both Athletic Directors.
17. The Host School administrator and both Athletic Directors will interview and hire all coaching staff.
18. Concessions: The school in which the game/activity takes place will keep concession revenue.
19. Admission: The price of admission will be consistent with the area and each school.
20. Transportation: For the sake of practicing, transportation will be provided by the individual school districts.
21. **Transportation for open-enrolled athletes will be provided by the school the athlete is enrolled in.**
22. Communication: There shall be a chain of command with communication coming from both Athletic Directors. Any special events (team meals, pep rallies, award nights, team gatherings, etc.) will be communicated to both Athletic Directors so students and parents have plenty of notice.

INDIVIDUAL SPORTS AGREEMENTS

I. Expectations for all sports/activities in the Hettinger-Scranton Co-op

1. All uniforms for all sports will be purchased and the cost shared according to the financial agreement between school districts.
2. All expenses incurred will be based on total percentage of participation in each sport.
3. Participation numbers will be based upon the previous year's participation numbers at the end of the season.
4. For all sports, the contracting of officials will be done by the Athletic Director of the school in which the event is scheduled.
5. For all sports, the school where the home game is played will be responsible for readying the playing surface (football field, court, mat) ticket-takers, facilities, etc.
6. Students will be counted as participants in the school district in which they reside.

II. Football (JH, JV, Varsity)

1. Home games and practices will be determined using the following formula:

*In a season where there are 5 scheduled HOME games, if a school has at least 10% of participation they will receive one home game and appropriate number of practices

***In a season where there are 4 scheduled HOME games, a school MUST have 25% of participation to receive one home game.**

- 2. Junior Varsity and Junior High games and practices will be determined upon the above-mentioned percentages based on high school participation.**
- 3. Practices: Both Athletic Directors will communicate with the coaches to schedule these days well in advance.**
- 4. Playoff games will be held in Hettinger.**

III. Volleyball, Boys Basketball, and Girls Basketball

- 1. Home Games: Home games will be determined using the following formula:**

Under 15%	No games and no practices
15% to under 25%	One game and appropriate number of practices.
25% And Above	Appropriate number of games and practices.

- 2. Practices: Both Athletic Directors will communicate with the coaches to schedule these days well in advance.**
- 3. Varsity Play-in games will be played at the school which has a majority of the total high school participants.**

IV. Track

- 1. When coaches at each site exist, practices will take place at the home site of the athlete. Team building practices for track will be scheduled through both Athletic Directors.**

V. Speech

- 1. It is expected that the majority of these practices can be held at individual schools under the practice plan of the coach or Athletic/Activity Director.**
- 2. Coaches will communicate with both Athletic Directors when group practices are needed.**

VI. Wrestling

- 1. All practices will be held in Hettinger.**

2. All home events will be held in Hettinger.

VII. Baseball

1. All practices will be held in Hettinger.
2. All home games will be held in Hettinger.

VIII. Junior High Sports (volleyball and basketball)

1. Home Games: Home games will be determined using the following formula:

Under 15%	No games or practices
15% to Under 25%	One game and appropriate number of practices.
25% And Above	Appropriate number of games and practices.

2. Practices: Both Athletic Directors will communicate with the coaches to schedule these dates well in advance.
3. Home games in Hettinger will be held at the venue of Hettinger's choice. Home games in Scranton will be held at the venue of Scranton's choice.

IX. All Elementary Sports (basketball and volleyball)

1. It is expected the two towns will meet no more than once per week for practice.
2. Each school is responsible for scheduling their own practice times.
3. Home events will be scheduled in the same manner as high school events.
4. Expenses will be determined using the total percentage formula.
5. If a school's participation is below 15% they will still practice at their home facility but will not have any scheduled home events. They will still practice once per week at the school with the higher percentage of participants.

X. Co-Op Logos/Mascots

1. All copyrighted co-op logos and mascots are the property of the co-op and may be used, with permission of the host school Superintendent, on any merchandise (shirts, mugs, etc.) as long as the co-op receives a percentage of the sale for the use of our copyrighted material.
2. Percentage of sale will be determined by the co-op committee.
3. All Activity Buses will be displayed with the co-op logo and school colors.

4. Home venues will be properly outfitted with the co-op logo and school colors (i.e. wall mats).
5. Approved co-op logos are the Hawk Head and Flying Hawk Wings and Hawk Eyes.

XI. Amending Co-Op Agreement

1. The above co-op agreement has been developed by the Hettinger and Scranton Public Schools through mutual collaboration. **Amendments to this agreement, made during the sports season, will be made through mutual consent.** Prospective amendments shall be forwarded to each School Board to be acted upon. **Any changes to the contract which will affect the next school year, must be addressed to the co-op committee no later than May 15, and approval by both school boards no later than June 15.**