Dave,

It is with great disappointment that, on behalf of CVLL, I am requesting that there be a formal review of the breach in the agreement we formalized on 4/7/2014 in your office.

Here is a quick timeline of events and summary of what transpired prior to reaching an agreement on 4/07/2014

* 4/01/2014- Amber Lineweaver sent an email requesting that CVLL relinquish use permit rights for the Major and JV fields on 04/12 and 04/13 for a recruiting company to use the fields.
* 4/02/2014 - I replied to Amber letting her know the complexity involved in trying to relocate games for our Challengers Division and that I would notify the individuals running that division and look for alternative and suitable fields.
* 4/04/2014- I notified Amber that we were unable to locate suitable fields with such short notice and that our Challenger teams play from 2-4pm, hopefully the recruiting company can finish on Sunday by 1:30pm.
* 4/06/2014 - Amber responded, mentioned the Title IX lawsuit and that the school must give precedence to the softball teams. Amber said she was aware that CVLL was going to meet with you and Pat Middendorf the next day.

Agreement Details:

* 4/07/2014 - During the face-to-face meeting there was agreement made between CVLL and CVCHS regarding use of the fields for 4/12 and 4/13.  The parties involved were you, Pat Middendorf (Amber Lineweaver via text w/ Pat) and the 3 CVLL representatives. (Me, Kevin Dern and David Shuey)

Given that we CVLL had been given late notice and could not locate or procure fields to accommodate the Challengers Division, both you and Pat seemed to understand and we devised the following agreement.,

* CVCHS would have both fields all day on 4/12
* CVCHS would have both fields all day on 4/13, with the exception that during 2pm-4pm, the recruiting company would consolidate to the JV field to allow the CVLL Challengers Division to play their games.

Breach of Agreement:

It has been stated by Pat (via email) and by Mo (via phone w/ David Shuey) that complete authority was given to Mo to honor the agreement or to nullify the agreement by choosing to not  give up the Major Field for the Challenger Division during the 2 hour period. Mo chose to not honor the agreement.

Events of the day that have been relayed via CVLL representative’s onsite:

* - Prior to the CVLL Challengers Representative arriving, several CVLL Challenger families were approached by CVCHS staff and were asked if they could consolidate onto one field.
* Upon arrival of the CVLL Challenger Representative (Jim Brophy), he was denied access to the Major Field, Mo demanded to view his use permit and became authoritative when verbalizing the entitlements she was authorized with.
* Jim later approached Mo (which was later defined as an apology) in a very calm and friendly manner in an effort to establish her name and position/role.
* Jim was forced to send 1 of the 5 Challenger teams home w/out playing a game and had to consolidate 4 teams onto the smallest field.  Meanwhile, they faced an onslaught of foul softballs that rained down on their players.

Speaking for Dave Shuey and Kevin Dern-, we were all very pleased with the outcome of the meeting we all had on Monday (4/7).

Over the past 5 years, there have been so many needless hours spent dealing with situations that could have been avoided through clear and proper communication. Several times we agreed that phoning me (or David Shuey) with any questions or changes is the very best way to keep a frictionless partnership. There seemed to be an air of relief upon closing that we were on track to be seamless partners and aligned for the greater good of ALL the youth that CVCHS and CVLL serve.

The events that took place over the weekend were really a crushing blow to those feelings and mindset. We are on record stating that we did not want to interface with or negotiate anything having to do with CVLL’s use permit with Mo. We thought this was understood and not one of us could come up with a reason why we would have to. Through her actions, Mo has proven to CVLL over and over that other than being a source of revenue for her clinics, she has no use for the program.

CVLL would like to understand the details of the breakdown in an our agreement that was forged a mere 6 days prior with what seemed to be the highest in hierarchy between both parties.

CVLL is very much behind CVCHS's continued growth, expansion and ensuring that every student-athlete is able to participate in equal settings with equal opportunities. We are not convinced that CVCHS is committed to keeping any agreement with CVLL and lacks the need or desire for accountability upon doing so.

We are earnest in our desire to repair the damage that this has caused our partnership, but cannot move forward until this is formally reviewed, acknowledged and accounted for.

Thank you for your time Dave,

Respectfully,

Kevin Christiansen

President, Clayton Valley Little League