



Gilroy Gators Swim Team
Board Meeting – March 17, 2010
Blankley Home 7:30p.m.
Board Meeting Minutes

In Attendance:

Board Members					
President, Steve Blankley	√	Head Coach, Tom Clark	√		
Vice President, Dan Gonzalez	√	Meet Director, Mike Davis			
Secretary, Shellie Mayorga	√	Meet Director, Brian Malick			
Treasurer, Darcy Rodriguez		Past Pres./Webmaster, Margaret Seery			
Membership, Marie Forsell	√	John Collett-Ad campaign - member	√		
Co-Membership, Kristen Reeder					
Volunteer Coordinator, Elizabeth Moore	√				
Volunteer Co- Cord., Denise Brolin					
Ways And Means, Leman Uyuklu	√				

Opening Welcome: 7:40 p.m.

Approval of past minutes for February. Marie motioned to approve and Leman 2nd, all approved.

Status Reports:

Treasurer: Estimated swim meet income looks like \$6000. The final dollar amount by next meeting. Looked over financial statement.

Ways and Means: no report

Secretary: no report

Volunteer Coordinator: Not present to discuss Winter Celebration

1. **Head Coach Report** (Coach Tom) Tom would like access to Gavilan College pool the same times we had it last year by June when parks and rec takes over the high school. May have to have swim coaches do double practices to accommodate excess swimmers if we don't have pool space. In past years we had South Valley 5 nights a week, but a wrestling club may not allow us to use it this year because they built a locker room for them. We need to ask Gav for 5 nights a week starting at 4 or 5pm. Last year that cost the team \$1700. Steve will meet with Mike Davis to approach Gav.
2. We need to have team photos before the move. Lisa Filice to run.
3. Tom has had no response to calls for an Assistant Coach. Zero hits from Pac Swim site, but still calling around. We should be more aggressive with advertising. Shellie to look into placing ads in local papers, etc. Approval to spend up to \$200.00 for Ads.
4. Tom is disappointed in participation in swim meets. Tom will meet with coaches to find ways to encourage more of the swimmers to attend meets. We have less than 50% attendance.
5. **Winter Awards Banquet** to be held Thursday April 1 at pool with pizza for swimmers after practice.
6. **Swim Clinic Update** Shellie has edited the swim clinic flyer removing the scholarship sentence and faxed to the district for approval. It was denied because our flyer needs to state that we have a

program for low income families. The board directed Shellie to add that needed statement and try for approval again. Shellie will do.

7. **Corp. Ad Sponsors:** John Collett, acting as Sponsor Chair brought up issues regarding Corp. Sponsors and what the team offers them. The issue of banner hanging on the high school walls came up and Tom said that we “The Gators” do not own them and we need to stop offering banner space to anyone until we determine the high school rules for banners. We need investigate past practice and inquire with the school. This won’t be an issue until next Ad season so we decided to re-visit at a later date.
8. **Winter Swell T-Shirt:** John Collett brought a three page letter addressing the board regarding the board settling a dispute over t-shirt sells. He was allowed 2 minutes to speak regarding this matter. He stated the past board decision to have him stop selling shirts was a bad business decision and took away his ability to gain money. He didn’t like how the decision was told to him the day of the meet when he was setting up to sell. When he left, and board discussed this matter in length and discussed options of buying his shirts in order to stop the selling and embarrassment our team has received. The vote stands. We should not pay for his financial mistake in ordering too many shirts. Options regarding his behavior were discussed and bylaws were read to see if removing the Collett family from the team was an option. After discussing this issue, the board did not have a unanimous vote. We did not want to have this affect the Collett children. They shouldn’t have to pay for father’s behavior. Here is the documents received and some emails that followed regarding this matter.

WINTER SWLL ADDENDUM NOTE: The following is a brief track of some of the correspondence regarding the Winter Swell T-shirts. In this situation John Collett has asserted that a recurring contract was agreed upon and enacted. The board found no evidence of this, and due to the board receiving several complaints regarding the process by which John was engaging in selling said T-shirts, the board took action to stop and resolve the situation. John Collett immediately became engranged and immediately threatened small claims court and litigation. The email trail and conversations from the Board (Dan Gonzalez) to John were intended to resolve the situation. This was only possible after John instructed Dan Gonzalez (GGST VP) that he was apologizing and rescinded his threat to go to court. During a closed session a decision was made to further attempt to resolve this situation in a manner that benefited all parties. Details will be included in next month’s board meeting minutes. These included documents represent the majority of the communication prior to this board meeting.

Dan,

This morning we finally talked over the phone around 8:30am and you informed me that the decision of the board was to NOT accept my settlement agreement that I offered to correct the mistake that was made when the board voted to break the contract we had that had been verbally accepted and acted out at 3 other meets where you used the artwork I paid for in exchange for having me as the T-shirt vendor at the meets which were Dec. 13-14, 2008, Feb. 7-8, 2009 and Dec. 12-13, 2009. I informed you of the terms of our agreement in the Jan. 8, 2010 email but you made no attempt to communicate anything to the contrary nor did you make any effort to personally ask me to attend the meeting when you discussed this issue only 4 days before the meet. Even after that fateful decision on Wed. Feb. 24 when you decided to break the contract you failed to give me any professional courtesy of calling me but chose to inform me the day of the meet that you had decided to not let me sell T-shirts at that meet and any future meets even though you already had the meet director Mike Davis request that I send him the Winter’s Swell artwork which I was informed on Feb. 23, 2010 was used on your program cover and listed me as the T-shirt vendor in the program. Your own board meeting minutes from Feb. 24, 2010 meeting state “a motion was made by Darcy to have Dan Gonzalez, Vice President, discuss with John Collett and have him agree that he would no longer sell winter Swell T-shirts at any swim meet in the future.” However, Dan made no attempt to discuss this with me prior to the meet and no contingency plan was discussed nor provided for if I did not agree to your request to change the terms of our contract at the Feb. 13-14, 2010 meet. Never the less you still proceeded to prevent me from selling t-shirts in violation of our contact and threatened to call the police if I opposed this decision. All of your actions have been unprofessional and violate common business practices of courtesy, communication and contract law however you have expressed that you have no interest in correcting these mistakes by

accepting my settlement offer and therefore leave me no other choice than to take this matter to small claims court to recover my losses. Please provide me with written confirmation that you have rejected my offer to settle this matter by purchasing the remaining stock of 180 shirts at half price of \$5/shirt for a total of \$900 as fair compensation for my losses. The court will then notify you of the date when this matter will be heard before a judge.

Respectfully Submitted,

John Collett

Owner of Winter's Swell T-Shirts

From: john collett [mailto:john.collett@verizon.net]
Sent: Saturday, April 10, 2010 9:19 AM
To: 'Dan Gonzalez'
Subject: RE: Winter's Swell T-Shirts

Dan,

I just returned last night from a week on a Mexico Mission trip with our church. If you are available Today Sat. please call me or I'll call you so we can get together today.

Best Regards,

John Collett

www.noisywaterheater.com

408-848-8944, Cell: 408-887-1639

From: Dan Gonzalez []
Sent: Friday, April 09, 2010 1:09 PM
To: john collett
Cc: Darcy Rodriguez; Denise Brolin; Elizabeth Moore; Kristen Reeder; Leman Uyuklu; Marie Forsell ; Shellie Mayorga ; Steve Blankley; Mike Davis; Mike Davis; Brian Malick
Subject: Re: Winter's Swell T-Shirts

John,

The GGST Board of Directors has rendered a decision in this matter. Please advise a time today to discuss this on the phone. I am pretty open from now until about 4pm, I can be reached at 408-887-3511.

Per our agreement, we are ready to discuss this with you in the time allotment. If your schedule does not allow today we can make arrangements for during the day next week.

Thank you

Dan Gonzalez
Vice President
Gilroy Gators Swim Team

From: john collett <john.collett@verizon.net>

To: Dan Gonzalez < >

Cc: Darcy Rodriguez < >; Denise Brolin < >; Elizabeth Moore < >; Kristen Reeder < >; Leman Uyuklu < >; Marie Forsell < >; Shellie Mayorga < >; Steve Blankley < >; Mike Davis < >; Mike Davis < >; Brian Malick < >

Sent: Thu, March 18, 2010 11:13:32 AM

Subject: Winter's Swell T-Shirts

Dan,

Since you have been designated the spokesman for the board to communicate with me concerning this issue I will direct my correspondence to you and copy the board. I am certainly willing to give you more time to discuss this issue as you have requested to resolve this issue by April 9th. Talking with the president Steve last night before the meeting he gave me the understanding that he did not want to be rushed into making any decisions on any issues and wanted to research each agenda item thoroughly before making any motions or voting on any issues that impact the team. However during your Feb. 24, 2010 board meeting just 4 days before our big swim meet with programs already printed with my artwork on the cover, you made a motion to end T-shirt sales simply because the board felt that I had already had 3 meets to sell my shirts between Dec. 2008 to Dec. 2009 and you thought those were enough meets and so t-shirt sales should end. The candid way it is mentioned in the minutes leads me to believe that very little discussion was made to fully understand the impact of how that decision would impact my business and the consequences of how that would affect the team. You did this after I sent you a very detailed description of our agreement in my Jan. 8th email. You approved a motion that went against the basic premise of the last board and that was that the board did not want to be financially responsible or take any financial risk in allowing me to sell T-shirts at the Winter's Swell Swim Meets so you could use the artwork on the cover of the program. However your decision put the board at risk of being financially responsible by changing the terms of our agreement without my consent. In fact your motion stated that you were to talk with me before the meet to see if I would agree to the changes in the terms of our agreement to not sell T-shirts. No mention in that motion is there a decision to go forward in preventing me from selling T-shirts at the meet if I did not agree to your request to stop selling T-Shirts. However not only did you prevent me from selling T-shirts, you directed the meet director to call the police if I opposed your decision. By the way I might add that when the team took on the responsibility for producing the March Madness T-shirts, they sold those at 4 meets from March 2004 until March 2007. The team decided to continue to use the March Madness artwork on the program and sell T-shirts because it was at there financial best interest to do so. However even though allowing me to continue to sell T-shirts at the Feb. 27-28, 2010 meet according to the terms of our agreement held absolutely no risk to you and could have benefited financially for the team in the donation of 10% of my net profits, you made a decision to violate the terms of our agreement and prevent me from selling T-shirts at the meet even though that decision put you in a position of financial risk. So please take all of the information into consideration as you deliberate on making a decision to accept my settlement proposal that has a very fair and beneficial outcome for the team instead of rejecting my proposal and allowing this to end up in small claims court which would put the team at further risk of financial loss. Thank you again for taking the time out of your busy schedules as volunteers to consider this matter to make a decision that would correct the bad decision that was made in hast at your Feb. 24th board meeting and the actions that followed at the meet when you prevented me from selling T-shirts in direct violation of the terms of our original agreement.

Best Regards,

John Collett

Owner of Winter's Swell T-Shirts

408-848-8944, Cell: 408-887-1639

From: Dan Gonzalez [mailto:dang_97@yahoo.com]

Sent: Wednesday, March 17, 2010 10:55 PM

To: john collett

Cc: Darcy Rodriguez ; Denise Brolin; Elizabeth Moore ; Kristen Reeder ; Leman Uyuklu ; Marie Forsell ; Shellie Mayorga ;

Steve Blankley ; Mike Davis

Subject: Re: Board meeting agenda items and Ad Campaign final report.

John,

The board is discussing this situation. Your previous correspondence dated March 12 stated 2 weeks for the board to reply, resulting in a date of decision by the GGST board by March 26th. As our organization is comprised of volunteers we need more time to deliberate and discuss, two weeks is not a reasonable time-frame.

We feel that an additional 2 weeks is fair, giving us a total of 30 days and a target resolution date of April 9th. Either on or before that date you and I will meet to discuss and ideally resolve this situation.

Thank you,

Dan Gonzalez
Vice President
Gilroy Gators

Dear Gator Board:

As the Ad Campaign Chair acting under Ways and Means, please find the final spreadsheet closing out Ad campaign for swim year 2009 to 2010. Please add the following items to the agenda for tonight's meeting.

Agenda items from John Collett for Gator board meeting held Mar. 17, 2010

Ways & Means Committee:

1. Ad Campaign Report: Grossed \$3430 in ad sales; netted \$3101 after crediting Collett's account with \$249 for selling \$2490 and Gallagher's \$80 for selling \$800.
2. Make motion to add \$50 family fundraising obligation back into family agreement but this time it will include all fundraiser such as: swim-a-thon, ad campaign, See's candies, etc.... Donations of items other than money that the team would otherwise have to pay for will count toward this obligation. Example: Paying for hotel rooms that the team provides for computer techs at meet.
3. Remove the options from corporate sponsorship and just make it one price of \$550 for year which will prorate to half after April 1. Corporate sponsorship year is same as Swim year of Oct. 1 to Sept. 30. Furthermore remove option to sell banner space to non-corporate sponsors for \$100 since banner space is now reserved for corporate sponsors only. Keep in mind that GHS owns the space in the pool and can also sell that space also to benefit their own program. We are only allowed to keep the banners of our corporate sponsors up as long as GUSD allows it.

T-Shirts:

1. Make a motion to accept settlement proposal from John Collett to buy 180 T-shirts for \$900 which is \$5 each. Future dates can be added to shirts for \$125 (\$25 for screen plus \$.50/shirt+ tax). If these shirts are sold for \$10 each the team will make $1800-900-125=\$775$. This is almost much more than what would have been donated if all shirts were sold at last meet (10% of net profit as agreed).

Background Information:

You made a bad business decision that not only hurt me it also hurt the team because they could not receive any donation from any potential profit that I could have made selling T-shirts at that meet. And you made this decision without any justification mentioned in your minutes and you have yet to give me one reason why you made this decision. You just state in your Feb. 2010 minutes "Now after seeing him sell them at every function for the last two years, the board feels as though sales of these shirts should stop." To make a change to any business agreement you have to have both parties agree to the change before it can take effect. Your own minutes state a motion was made by Darcy to have Dan Gonzalez, vice president, discuss with John Collett the desire of the board to stop T-shirt sales at the Feb. 27-28, 2010 meet and any swim meet in the future and to see if I would agree to that change. He not only never contacted me to inform me of this decision, that you wanted to change our agreement, when I found out the day of the meet of the boards "desire" to not let me sell T-shirts at the meet from Brian Malick (co-meet director), I informed him that was a breach of contract and I did not agree with this decision and he threatened to call the police if I even raised my voice to oppose the boards decision. When I approached the president immediately afterwards, he again stated that the board did not want to see my T-shirts sold at the meet. I informed him that this was a breach of contract that would most likely end up in small claims court and he refused to reverse the board's decision and allow me to sell T-shirts. Remember the previous board had voted to allow me to assume full responsibility for the T-shirts on my own if they did not have any financial responsibility for the cost of producing the artwork that would be used on the program cover. Each time you requested to use the artwork on the program cover this agreement was renewed. You not only used my artwork on the program cover, you even list me as the T-shirt vendor at the meet in the program. This recent decision you made to break our agreement moved you from a position of not being responsible to taking full responsibility for my risk because you were the ones to break the contract and take away my opportunity to sell these shirts even though you still used my artwork on the programs you sold. Therefore I'm offering you an opportunity to right this wrong by selling you the T-shirts for half of the \$10 price listed in the program and in so doing I would recoup my losses and then give you the opportunity to make the potential profit of \$775 as mentioned above. I believe this is a very fair offer to avoid having this matter end up in court to make you accountable for your breach in contract.

Here is a copy of the original motion I proposed for you to vote on as one of the parties to this agreement. I was informed verbally that you passed this motion and accepted my proposal to

be the T-Shirt vendor at your Winter's Swell Swim Meets. It was later documented in your Dec. 2008 board meeting minutes that were approved at the Jan. 2009 meeting.

Make a motion to allow John Collett to pursue the T-shirts on his own as a vendor at the meet and in return pay the team 10% of his net profits at that meet. In addition the artwork would be used for the cover of the program. The maximum the team could get if the T-shirts sold for \$15 each would be \$241 if all shirts are sold.

This agreement was acted out in practice at each of the 3 previous meets Dec. 13-14, 2008, Feb. 7-8, 2009 and Dec. 12-13, 2008 as my artwork was used on the program and I was allowed to sell T-shirts. On Feb. 27-28, 2010 you broke this contract when you used my artwork on your program but did not allow me to sell T-shirts at the meet. Again I hope you accept my offer to resolve this matter.

Respectfully Submitted,

John Collett

Owner of Winter's Swell T-Shirts

408-848-8944, Cell: 408-887-1639

End of public session 8:43pm

The next Board Meeting is Wednesday April 21st 7:30 same location.

Respectfully submitted by,
Shellie Mayorga
Secretary