

**DRAFT MINUTES OF A MEETING
OF THE BOARD OF DIRECTORS OF
NORTH JEFFCO SWIM TEAM**

HELD:

This regular meeting of the Board was held on Wednesday, February 6, 2008, at 7:30 p.m. at the Meyers Pool. The agenda for this meeting is Attachment 1.

ATTENDANCE:

The directors in attendance were Carmen Babcock, Lori Brown, Dawn Fredette, Ronnie May, Mitch Menezes, Cindy Pacheco, Brett Stoyell and Stephanie Urbanowicz. Mary Geist was absent.

Also present was Evelyn Brown, team Business Manager.

CALL TO ORDER:

As a quorum was present, the meeting was called to order.

APPROVAL OF MINUTES:

The Board approved the minutes from the meeting held on January 8, 2008.

FINANCIAL/BUDGET:

The Board reviewed the following financial statements: (i) Combined Budget statements - one for the period from 9/1/07 to 1/31/08 and one for the period from 1/1/08 – 1/31/08; (ii) Profit & Loss statements – one for the period from September 2006 through January 2007 and one for January 2007; (iii) a Balance Sheet as of January 31, 2007; (iv) an Account Balances statement as of 1/31/2008; and (v) a Transaction List – General Account for the period from 1/1/08 to 1/31/08. The Board discussed that the financial statements reflect that the team is running at approximately \$10,000 better than budgeted. Following discussion, the Board accepted the financial statements as presented.

There are 147 athletes swimming with NJST from 109 families.

Annual Accountant Review – Stephanie found a volunteer who is willing to do a review of NJST's books. Her name is Sheila Swanson. Her resume is at Attachment 2. The Board was pleased with her qualifications and her willingness to help the team out. Stephanie will communicate with Sheila and coordinate her working with Evelyn on the review. She will review the books for the period from January 1, 2007 through December 31, 2007.

Team Tax Return – The accountant filed an extension with the IRS to permit the filing of the team's return to be made at a date later than January 15, 2008.

PRESIDENT'S REPORT

1. NJP&R Volunteer Recognition Event – NJP&R is willing to work with us to provide plaques to recognize two NJST volunteers. Stephanie will finalize the names with the District.
2. Concessions Coordinator – Ruth Carter is willing to take over the lead responsibility for Concessions until another volunteer can be found.
3. Equipment Coordinator – The Member who had originally expressed willingness to be the equipment coordinator has had a job change and now does not expect to have the time to perform this position. He suggested that after a few months at the new job, we could check back with him.
4. Equipment Purchases/Maintenance – Attachment 3 contains a message from Ken Pacheco reporting on equipment purchases and repairs to the old start system. The Board determined that the repaired start system will be rented to high school teams for their meets. We will use the new start system only for NJST meets (it will not be rented out). Brett mentioned that a family is willing to donate a used laptop and a used desktop pc to the team. Cindy asked Brett to get the specs for the computers from the Member.
5. NJP&R Clean Up Day – the District scheduled this for Saturday, March 29, 2008.

DIRECTOR ITEMS

1. Dawn Fredette's Report

- (i) Maintenance Agreement for the Copier – the Board discussed the maintenance agreement provided by Complete Business Systems (CBS; Attachment 4). Cindy pointed out that this maintenance agreement would not meet our needs if the team were to do all copies for meets on it. The copies for the December meet used 30,000 clicks (this agreement only covers 12,000). Cindy said that we could do the programs from the February and Pentathlon meets and still fall within the number of clicks covered by this agreement. Ronnie pointed out a few items in the contract, including: (i) it does not provide for paper and staples, (ii) CBS' obligation to replace equipment only applies to equipment that is 3 or 5 years old, depending on the number of copies per minute it makes; and the replaced unit becomes the property of CBS (para. 4) (iii) NJST must provide equipment meter readings by the end of the second work day of each billing period (para. 5); (iv) this is a twelve month agreement and it will automatically renew at the end of the twelve month term (and at the end of any such subsequent term) unless NJST provides written notice of non-renewal at least thirty days prior to the end of the applicable term. We also need a surge protector for the copier (paragraph 17.E). Dawn will follow-up with CBS about the age of the copier and communicate with Ronnie.
 - (ii) Swim-a-Thon – Dawn reported that Heather Quick and Ruth Carter will be soliciting donations for the Swim-a-Thon once the girls' high school swimming season is finished. Packets will go out to swimmers in the first week of March.
- 2. Meet Director's Report (Cindy) – Cindy reported that for the February meet, we will have 167 and 151 swimmers for the Saturday and Sunday morning sessions, respectively. The Sunday afternoon session is expected to have only about 55 swimmers. Mitch will work on a Concessions shopping list and coordinate with Ruth Carter. Dawn will check with the folks who volunteered to shop for the last meet to see if they are available to shop for the February meet.
 - 3. Treasurer's Report (Ronnie) – Attachment 5 contains the final meet report for the December 2007 NJST meet. Ronnie distributed some modified policies before the meeting. Discussion of those policies was tabled until the next Board meeting.

COACHES' REPORTS

- 1. Brett's Report. Brett's report is Attachment 6. Brett mentioned that the team's Pentathlon meet is schedule for the same weekend as the CSI

Camp. Colorado teams are not supposed to hold meets on this weekend. Brett will do some follow-up. The Board discussed that if we are not able to hold Pentathlon on this weekend, we may postpone it until the Fall.

2. Carmen's Report. Carmen's report is Attachment 7.

GENERAL BUSINESS

The next Board meeting will be held on Tuesday, March 11, 2008.

Action Items Captured from these Minutes:

1. **Stephanie to communicate with Sheila Swanson that we would like her to perform the review of NJST's books. She will put Sheila in touch with Evelyn.**
2. **Brett will follow up with the family that is willing to donate a used laptop and a used desktop pc to the team. He will ask them to provide the specs for each device.**
3. **Dawn will do some follow-up with CBS re the copier maintenance agreement and coordinate with Ronnie. One item she will check on is the age of the copier.**
4. **Mitch will work on a Concessions shopping list with Ruth Carter.**
5. **Dawn will check with folks who volunteered to shop for the last meet to see if they are willing to shop for the February meet.**

ADJOURNMENT:

There being no further business to come before the Board of Directors at this time and upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

The foregoing minutes constitute a true and correct copy of the minutes of the above-referenced meeting and were approved by the Board of Directors of the North Jeffco Swim Team.

Secretary of the NJST Board

Attachments:

1. Meeting Agenda
2. Sheila Swanson Resume

3. Ken Pacheco Report on Equipment Purchases and Repairs
4. CBS Maintenance Agreement for Savin 2040 Copier
5. NJST December Pineapple Open (December 7 – 9, 2007) Meet Report
6. Coach Brett Stoyell's Report
7. Coach Carmen Babcock's Report

Attachment 1

AGENDA

NJST Board of Directors Monthly Meeting

Date: Wednesday, February 6, 2008
Time 7:30 p.m.
Location: Meyers Pool
7900 Carr Drive
Arvada, CO 80005

1. Call to Order (1")
2. Approval of Minutes (5") - November 13, 2007 Board Meeting
- January 8, 2008
3. Financials/Budget – Evelyn/Ronnie
 - a. December Meet / Financial reports (5")
 - b. Monthly Update on # of member families & # of swimmers (1")
 - c. Tax return extension (1")
4. President's Report
 - a. NJPR Volunteer Recognition Event (1")
 - b. Equipment Coordinator (5")
 - c. Equipment Purchases (1")
 - d. Annual review by outside accountant (1")
 - e. NJP&R Community Cleanup Day, Saturday, March 29, 2008
5. Director Reports
 - a. Treasurer – Ronnie (3")
 - b. Meet Director – Cindy
(i) Feb Meet (10")
 - c. Secretary - Mitch (3")
 - d. Dawn
 - (i) Maintenance Agreement for copier & email to NJPR re: copier use and housing (2")
 - (ii) Grocery and extended scrip (1")
 - e. Lori (3")
 - f. Mary (3") – Excused
6. Coaches' Reports
 - a. Brett (5")
 - b. Carmen (5")
 - c. Ashley (5")
7. Past/Ongoing Items:
8. New Business
 - a. Revised Policies: Team Travel Medical Treatment Authorization; Team Travel Consent Form; Discipline Policy and Procedure
9. Other Business
10. Next Meeting is scheduled for Tuesday, March 11, 2008
10. Adjournment

Attachment 2

FINANCIAL MANAGEMENT PROFILE

Accomplished Financial Manager with extensive experience in budgeting, Auditing, cash flow management and financial statements, adding bottom line profit to an organization.

- Strong communication and organizational skills, with disciplined job performance.
- Experienced in financial management with a disciplined in-depth approach
- Meticulous in streamlining budgeting processes and operational controls enhancing a cost effective common sense approach to creating profit for any organization
- Strong ability to manage and motivate in a team environment.

Qualifications include:

Quality Management Skills
Financial Statement Analysis and
Preparation
General Ledger Accounting
Financial Auditing

Cash Flow Management
Accounts Payable

Budgeting Controls
Project Management

CAREER HISTORY

Tradewinds International Airlines
North Carolina

Greensboro,

Air Cargo Company that has provided the US Domestic and International marketplace with 39 years of dedicated air cargo service and on-demand charter operations.

Vice President – Finance
1993

October 1990 – November

Responsible for financial statements, audits, tax returns and general ledger accounting for three entities. Controlled expenditures/cash flow effectively. As court appointed company officer, administered the C-11 plan filings and reporting requirements diligently. Acquired responsibility for Personnel Department and effectively organized the administration. Developed a thorough budget model that was utilized for monthly projections.

Controller
– September 1991

September 1990

Managed Accounting Department for three (3) entities. Responsibilities included general ledger accounting, billing, accounts payable, credit and collections, payroll and cash management. Responsible for implementing operational and budgetary controls which provided for an accountable and well organized business structure.

High Point University

High Point,

North Carolina

An accredited liberal arts university offering day and evening undergraduate degree programs and evening graduate degree programs.

**Associate Professor
April 1991**

January 1991 –

Taught #101 and #102 accounting courses to evening students. Prepared lectures, material handouts and exams. Worked independently with students as needed. These courses were instrumental to pursue Accounting as a major.

**Eastern Airlines, Inc.
December 1989**

August 1988 –

A major United States passenger airline that serviced domestic and international routes. It existed from the late 1920's until 1991.

**Division Controller
December 1989**

August 1988 –

Responsible for establishing the expense budgets, financial projections and cash forecasting for the twenty-five cost centers in the Marketing Division. Active participant in Presidential budget reviews. Prepared and presented a monthly variance analysis with financial commentaries to Officers of the Company.

**Senior Internal Auditor
1988**

May 1987 – July

Effectively supervised audit staff and their projects for the timely assimilation and issuance of audit reports. In-charge of both international and domestic financial and operational audits. Strong application of management and leadership skills resulting in well organized team efforts.

**Price Waterhouse
April 1987**

January 1985 –

Price Waterhouse provides industry-focused accounting and management services for public and private clients.

**Staff Accountant
April 1987**

January 1985 –

Successfully mastered external audit methods enabling the completion of a timely and efficient work product. Proficient in reviewing, evaluating and documenting internal accounting controls. Responsible for planning and supervising audit engagements and issuing timely audit reports. Familiar with a variety of business organizations and procedures.

EDUCATION

Master of Professional Accounting
University of Miami, Miami, Florida

Bachelor of Science in Accounting
Oklahoma City University, Oklahoma City, Oklahoma

CERTIFICATIONS

Certified Public Accountant – Inactive

Attachment 3

From: Ken.S.Pacheco@seagate.com [mailto:Ken.S.Pacheco@seagate.com]
Sent: Thursday, January 31, 2008 11:26 AM
To: Stevie_mu@msn.com; swimshady7@yahoo.com; BrettStoyell@hotmail.com;
mitchmenezes@comcast.net; drdjmay@comcast.net; KandC30@aol.com;
marylutito@comcast.net; lvbrown@earthlink.net; Dawnjfred@yahoo.com;
kenpacheco@comcast.net
Subject: Old start system Status Plus

The old start system has been repaired.
New battery and new microphone connection \$175.00
New power cord and transformer \$60.00
Total \$235.00

I told Colorado Time systems I would pick it up either Monday or Tuesday of next week. So I need another check.

This means the High School will get the old system for their meet and we can save the new one for our meet.

The switches are ordered (15) at \$7.80 each. They are suppose to ship this week? Not sure how long that will take. Not sure how much the shipping will cost? Once I get them, then I need to repair the bad buttons.

I have: two new touch pads, the new start system, the new extra speaker, and three buttons at home. The last time I put new stuff at the pool before a High School Meet they insisted on using the new pad. I just won't tell them I have them.

After this I think I am done spending money. This volunteer job is busy at times. Were there any new volunteers willing to take over this job? This job has become more an expected for me to do then a volunteer position.

Ken Pacheco

Attachment 4 CBS Maintenance Agreement for Savin 2040 Copier



5195 Marshall Street Arvada, Co 80002 Ph: (303) 467-9080 Fax: (303) 421-9189
www.cbsofcolorado.com

Comprehensive Maintenance Agreement

Machine Location: NORTH JEFFCO SWIN TEAM				Bill To (If Different): NORTH JEFFCO SWIN TEAM			
Address: 7900 CARR DRIVE				Billing Location: P O BOX 746396			
E-Mail Address: (For meter reporting) DAWNJFRED@YAHOO.COM				E-Mail Address: (For meter reporting) DAWNJFRED@YAHOO.COM			
City: ARVADA		State: CO	Zip: 80005	City: ARVADA		State: CO	Zip: 80006
Contact: DAWN FREDETTE	Phone: 303-839-3873	Fax:		Contact: DAWN FREDETTE	Phone: 303-839-3873	Fax:	

Billing and Terms

Date Prepared: 1/11/2008	PO #:	Terms: NET 10	Agreement Term: 12 MONTHS	Start Date: 1/11/2008	Expiration Date: 1/10/2009
Contract Type: COPIER	Contract Level: GOLD	Billing Cycle: ANNUAL	Overage Cycle: ANNUAL	E-Info Web Services: Notification Fax / Email	Customer #: NJ01
				Meters: YES/NO	Tag #: TBD

Parts and Supplies

Developer:	Toner:	Maintenance Kits	Drums/Photoconductors	Paper/Staples	Parts:	Labor:
Black: YES	Black: YES	Black: YES	Black: YES	Paper: NO	YES	YES
Color: NO	Color: NO	Color: NO	Color: NO	Staples: NO		

Shipping charges for supplies are not included.

Equipment Covered

Equipment:	Serial Number:	Equipment Base Rate:		Covered Clicks Per Cycle:		Overage Rate:		Meter Start:	
		Color	Black	Color	Black	Color	Black	Color	Black
SAVIN 2040	TBD		\$300.00		12,000		.015		

Exclusions and Special Instructions

IN THE FUTURE, ALL METER READING REQUESTS WILL BE SENT VIA FAX, E-MAIL OR THROUGH OUR WEBSITE. PLEASE CIRCLE YOUR PREFERRED METHOD OF CONTACT ABOVE.

This Comprehensive Maintenance Agreement (hereinafter "CMA") is entered into by and between the "Customer" as identified in the "Bill To" section of the CMA and Complete Business Systems of Colorado, Inc. (hereinafter "CBS"). This CMA shall relate only to that "Equipment" as identified in the Equipment, Serial#, and Tag# sections of the CMA. This AGREEMENT is subject to acceptance by CBS, through an officer of CBS, Inc. By signing below, I acknowledge that I have read and agree to all terms and conditions on the reverse side.

Authorized Signature / Title	Printed Name	Date	CBS Rep.	Accepted By
X			ANDREA M.	

RETURN CONTRACTS VIA MAIL, FAX (303-467-0081), OR EMAIL (BILLING@CBSOFCOLORADO.COM)

Comprehensive Maintenance Agreement Terms and Conditions

1. **DESCRIPTION OF SERVICES PROVIDED:** CBS will maintain the equipment in good working order. Service will include: A. Unscheduled repairs upon request by customer during CBS's normal working hours of 8:00a.m. to 5:00p.m. Mondays through Fridays excepting Holidays (including the Friday after Thanksgiving, Mondays when Christmas falls on a Tuesday, and Fridays when Christmas falls on a Thursday). B. Ongoing maintenance as defined by current CBS service policies applicable to the respective products which include: lubrication, cleaning, adjustments, and the replacement of parts which are unserviceable. C. The un-serviceability of parts will solely be determined by CBS and replaced on an exchange basis. Replaced parts will become the property of CBS. D. On-site engineering improvements (retrofits) deemed mandatory by CBS.
2. **SERVICES NOT INCLUDED:** Services not included in Comprehensive Maintenance Agreement (CMA) will be charged in accordance with CBS's labor and material rates then in effect. Services NOT covered by the CMA include, but are not limited to, the following: A. Optional retrofits. B. Service connected with relocation of equipment. C. Installation of accessories, attachments, or other devices. D. Ongoing maintenance of any accessories, attachments, or other devices not listed from the onset of this CMA. E. Exterior cleaning, refinishing or painting of equipment. F. Performance of normal operator functions as described in the original equipment manufacturer's (OEM) operator manuals. G. Incomplete transportals requiring repeat visit to Customer location due to customer not having supplies available at time of service call performance. H. Repair of damage from any cause from other than ordinary use, except damage caused by the sole negligence of CBS. I. CBS will not assume any liability for any conditions arising from electrical circuitry, including but not limited to power surges, external to the Equipment and Equipment line cord, nor is any external electrical work covered under this CMA. J. Increase in service time resulting from neglect or unique application. K. Work directly or indirectly required due to Customer's Information Systems, including but not limited to Software, Computers, Data, Files and Network. Including but not limited to additions or changes, not specified as hardware covered by the CMA. CUSTOMER IS RESPONSIBLE FOR TIME AND ADDITIONAL WORK INCURRED TO DIAGNOSE PROBLEMS, WHICH ARE FOUND TO BE INFORMATION SYSTEMS RELATED AND NOT A FAILURE OF THE HARDWARE.
3. **Only HARDWARE Covered:** Only hardware is covered by this CMA. CBS is not responsible in any way for Customer's Information Technologies, including, but not limited to, Software, Computers, Data, Files and Network. On an as needed basis CBS may access or otherwise utilize Customer's Information Technologies in order to diagnose, adjust, or otherwise remedy problems related or seemingly related to Customer's Equipment; however, CBS is not responsible for Customer's Equipment failure to perform in whole or in part due to Customer's Information Systems. A. Customer is responsible for executing separate license Agreement(s) and CBS is not a party to and has no responsibilities whatsoever in regards to such license CMA(s). B. CBS makes absolutely NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DECENTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHER USE IN REGARDS TO SUCH SOFTWARE. C. CUSTOMER HOLDS CBS HARMLESS AND WITHOUT ANY LIABILITY FOR DAMAGE OR ANY OTHER CLAIMS REGARDING DAMAGE TO CUSTOMER'S INFORMATION SYSTEMS.
4. **REPLACEMENT OF MACHINES AND ACCESSORIES:** If CBS, in its sole judgment, cannot maintain the equipment in good working order, CBS may replace the equipment with another unit in good working order of the same product designation subject to the following provisions: A. CBS may replace the equipment, and/or accessories, with the same model, or comparable equipment with similar capabilities. If replacement unit has greater capabilities, Customer agrees to pay then current service rates for the replacement unit. If a replacement unit is required, CBS will tear all equipment placement, removal, and transportation charges, exclusive of excess rigging. CBS may discharge its obligations under this Paragraph by making payment to Customer equal to the Equipment's fair market wholesale value. No additional warranties apply to the replacement unit. The replaced unit becomes the property of CBS. The replacement unit is provided to Customer free of liens or any other obligations. C. The replacement of equipment or accessories is limited to a specified period of time. This period is five (5) years for equipment with a rated speed of fifty pages (50) per minute and above, and three (3) years for equipment with a rated speed of forty-nine (49) pages per minute or less. This period is from the date of original equipment manufacture or remanufacture.
5. **INVOICING:** A. Customer shall submit true and accurate equipment meter reading to CBS for all equipment by the end of the second work day of each billing period in any reasonable manner requested by CBS. If Customer fails to submit meter reading, CBS may estimate meter readings and invoice accordingly. B. Charges may be billed in advance. Payments are due within thirty (30) days of invoice date. Late payments will incur a 1.5% charge per month beginning on the thirty first (31st) day after the invoice date on the unpaid balance or at the maximum legal rate whichever rate is lower. For payments not made within forty-five (45) days of invoice date, CBS reserves the right to remove any parts replaced into the equipment during the preceding six months or supplies provided previously by CBS. Customer agrees that this may render the Equipment inactive. Disabling Equipment as described herein does not reduce Customer's charges while the machine is disabled.
6. **PRICE INCREASE:** If increased, the maximum yearly price increase shall not exceed ten percent (10%) or the annual percentage increase of the Consumer Price Index (CPI), whichever is greater, rounded up to the nearest dollar.
7. **BREACH OR DEFAULT:** A. If Customer does not pay the amounts due hereunder or breaches any terms of this CMA, CBS, at its sole discretion, may terminate this CMA effective upon written notice. B. Customer agrees to pay to CBS its reasonable and necessary attorney's fees and legal expenses incurred in exercising any of its rights and remedies upon breach of this CMA by Customer.
8. **DAMAGES:** CBS shall not be responsible for direct, incidental or consequential damages including, but not limited to, damages arising from the use or performance of equipment or the loss or use of the equipment.
9. **FORCE MAJEURE:** Except for the obligations of payment set forth herein, neither CBS nor Customer shall be responsible for failure of performance of contracts resulting from orders placed hereunder, due to causes beyond its control, including, but not limited to, work stoppages of CBS employees or employees of others, fires, civil disobedience, civil commotions, riots, rebellions, insurrections, acts of God, and similar occurrences. CBS will not be responsible for failure of performance resulting from the equipment manufacturer failing to supply needed parts in a timely and reasonable manner.
10. **TERM and RENEWAL:** This CMA shall cover the indicated period of time, and is effective on the date, as designated. IT IS IMPLICITLY AGREED BY BOTH PARTIES THAT UNLESS THE CUSTOMER PROVIDES WRITTEN NOTICE TO CBS THIRTY (30) DAYS IN ADVANCE OF EXPIRATION OF THE ORIGINAL TERM AND ANY SUBSEQUENT RENEWAL TERM, THEN THE CMA SHALL AUTOMATICALLY RENEW FOR ADDITIONAL PERIOD OF TWELVE MONTHS.
11. **CANCELLATION:** A. Customer may cancel this CMA with thirty (30) days written notice to CBS and the payment of any early termination charges. Both Customer and CBS agree that due to the uncertain nature of comprehensive maintenance (all parts and labor for scheduled and unscheduled service requirements), specific projected profits derived from maintenance CMAs are difficult to calculate; therefore, Customer agrees that Early Termination charge described herein does not constitute "liquidated damages" and are fair and reasonable amounts to compensate CBS for lost profits as a result of any cancellation prior to the end of the specified term. C. Early termination charges will be assessed based upon the number of remaining months left in the contract multiplied by the monthly minimum for each machine being cancelled. The number of months to be charged will not exceed twelve. For units without a monthly minimum, the multiple base will be \$50.00 or the average monthly billings average over the term of the agreement whichever is greater. D. In the event of Cancellation by Customer, no refund of advance payment (s) for CMA(s) will be made by CBS. At CBS's sole discretion, a credit equal to the amount of unused advance payment, less early termination charges or any other amounts due CBS from Customer, may be applied onto Customer's account for the acquisition of products or services offered by CBS. E. CMA may be upgraded or cancelled with the purchase or lease of new equipment through CBS.
12. **CANCELLATION BY CBS FOR OBSOLESCENCE:** CBS may cancel any individual unit of equipment, regardless of it being included on a comprehensive maintenance agreement (CMA) with other equipment, if the equipment is more than five years old from the date of installation as a factory new unit, and in the sole opinion of CBS, can no longer be efficiently serviced. CBS will provide thirty (30) days advance written notice to Customer, and CMA pricing will be adjusted by CBS to fairly reflect removal of equipment from CMA.
13. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:** If Customer makes an alteration, attaches a device, or utilizes a supply item that, in CBS's sole judgment increases the cost of Services, CBS will either propose an additional Service Charge or request that Equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five days of such proposal or request, Customer does not remedy the problem or agree in writing to do so immediately, Customer shall be in default of its obligation to CBS. If CBS believes that an alteration, attachment, or supply item affects the safety of CBS's personnel or Equipment users, CBS shall notify Customer of the problem and may withhold maintenance until the problem is remedied. Failure to notify Customer of a hazardous situation does not create any liability for CBS whatsoever. Withholding maintenance as described herein does not reduce Customer's charges or obligations.
14. **CONSUMABLE SUPPLIES:** A. Unless specified in writing, consumable supplies are charged separately from CMA and include, but are not limited to, developer, toner, fuser oils, staples and/or stitcher wire. B. Retained Title to all supplies furnished hereunder, including consumable parts such as drums, toners, developers, and other, remains in CBS's ownership until said supplies are consumed to the extent they may not be further utilized in the copy or print making process. In the event of Customer's default or cancellation of this CMA, all such supplies and consumable parts shall be returned to CBS on demand. Additionally, CBS reserves the right to charge Customer a prorated amount for any unused portion of consumable parts and supplies remaining. This proration shall be established by using the following formula: CBS Retail Item Price divided by Manufacturers Estimated Yield Drum Volume multiplied by (x) Actual Remaining Drum Volume = Prorated Amount. C. Customer agrees to utilize only supplies manufactured by the same manufacturer of the equipment. D. For Equipment utilizing a cartridge type consumable products, Customer agrees to purchase consumable supplies solely from CBS.
15. **COLOR EQUIPMENT METER NOTIFICATION:** Equipment producing color images may require one scan or development for each black (mono) image and several complete scans or developments for full color images. Technologies and terms may vary from product to product; however, the cost per image for Equipment producing color images will be billed determined by the individual Equipment's meter configuration or set up.
16. **RECRUITMENT AND HIRING OF EMPLOYEES:** Customer agrees not to hire employees of CBS as employees or independent contractors during the term of this CMA and for 180 days after the last service performed by CBS under the terms of this CMA. Customer agrees that if it breaches this provision it shall pay CBS and amount equal to the employee's annual salary plus any other available legal remedies.
17. **GENERAL:** A. CBS shall have free access to the equipment to perform service thereon and verify meter readings. B. Customer shall designate a key operator for each machine at each location. Customer should provide CBS with a complete listing of the key operators including machine serial number, tag number, location, and telephone number, prior to CBS beginning service. CBS will have the right to train and instruct key operators as deemed necessary by CBS. C. CBS will have the right to provide mandatory training for any operators when deemed necessary by CBS. D. Customer will provide proper space and environmental conditions as specified in the operator or technical manuals published by the manufacturer of the equipment. E. Customer agrees to use a surge suppressor that meets or exceeds the recommended specification of the equipment manufacturer. F. The terms copy, print, image, scan, click, impression, and development are used interchangeable and refer to a single billing unit with an image area of 8.5 x 11 inches or less. G. This contract may not be assigned by Customer without the prior written consent of CBS. H. This CMA shall be construed according to the laws of the state of Colorado.
18. **NO WARRANTY:** Other than the obligations herein, CBS disclaims all warranties, express or implied, including warranties of merchantability, fitness for use, or fitness for a particular purpose. CBS shall not be responsible for direct, incidental, or consequential damages, including, but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.
19. **CHANGES TO CMA:** This Comprehensive Maintenance CMA constitutes the entire CMA between CBS and Customer with respect to the subject matter hereof and may not be modified or terminated orally. No modification, termination or attempted waiver of this CMA shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

Attachment 5

NJST DECEMBER PINEAPPLE OPEN

DECEMBER 7-9, 2007

INCOME

<u>AREA</u>		<u>GROSS INCOME</u>
<u>Entries</u>		
All teams entry fees	\$24,524.50	
\$2 surcharge (NJST – 104 swimmers)+\$	<u>208.00</u>	
		\$24,732.50
<u>Programs</u>		
All money deposited	\$2,288.00	
Minus starting bank	<u>-\$ 350.00</u>	
	\$1,938.00	
Plus Ads sold	<u>+ 200.00</u>	
		\$ 2,138.00
<u>Concessions</u>		
All money deposited	\$5,136.10	
Minus starting bank	<u>-\$ 400.00</u>	
		\$ 4,736.10
<u>Hospitality</u> (\$10/family fee collected through Nov.)		\$ 954.00
<u>Other Income</u>		
MI Sports (10% of sales)		<u>\$ 600.00</u>
	GROSS INCOME:	\$33,160.60

EXPENSES

<u>PAID TO</u>	<u>FOR</u>		<u>AMOUNT</u>
<u>CSI</u>	\$.50/entry sanction fee	\$ 2,186.00 <u>\$ 75.00</u>	\$2,261.00
<u>Programs</u>			
Office Max X	meet programs		\$ 795.00
<u>Awards</u>			
Hasty Awards X awards		\$ 682.57	
Hasty Awards X awards		\$ 65.51	
Post Office X	mailing awards	<u>\$ 13.67</u>	\$ 761.75
<u>Concessions</u>			
Costco X		\$ 20.35	
Costco X		\$ 401.95	
City Pizza X		\$ 150.00	
Inti Juice X		\$ 300.00	
Inti Juice X		\$ 182.98	
King Soopers X		\$ 34.90	
King Soopers X		\$ 6.21	
King Soopers X		\$ 22.30	
King Soopers X		\$ 39.39	
Office Max X		\$ 16.99	
Safeway X		\$ 13.42	
Sam's X		\$ 40.32	
Sam's X		\$ 303.85	
Sam's X		\$ 336.02	
Sam's X		\$ 58.92	
Santiago's X		\$ 385.00	
Walmart X		<u>\$ 163.49</u>	
			\$2,476.09
<u>Hospitality</u>			
Costco X		\$ 355.24	
King Soopers X		\$ 34.90	
King Soopers X		\$ 55.14	
King Soopers X		\$ 92.05	
Sam's Club X		\$ 102.37	
Sam's Club X		\$ 98.64	

Sam's Club X		\$ 209.96	
Santigo's X		\$ 175.00	
Vitamin Cottage	\$ 6.90		
Woody's Wings X		<u>\$ 164.99</u>	
			\$1,295.19

Facility

NJP&RD X	pool rental	\$2,520.00	
NJP7RD X	dumpster	<u>\$ 195.00</u>	
			\$2,715.00

Misc.

USA Swimming X	scratch cards/disqual slips	\$ 55.70	
Home Depot X	tape/supplies	\$ 68.04	
Office Depot X	computer supplies	\$ 208.46	
Radio Shack X	official's radio parts	<u>\$ 23.70</u>	
			<u>\$ 355.90</u>

TOTAL EXPENSES: \$10,659.93

GROSS INCOME: \$33,160.60

TOTAL EXPENSES: -\$10,659.93

NET INCOME: \$22,500.67

BREAK OUT

Entries	\$24,732.50
Minus all other expenses	<u>-\$6,093.65</u>
	\$18,638.85
 Programs	 \$ 2,138.00
Minus printing	<u>-\$ 795.00</u>
	\$ 1,343.00
 Concessions	 \$ 4,736.10
Minus concession expenses	<u>-\$2,476.09</u>
	\$ 2,260.01
 Hospitality (\$10 fee per family/collected to date)	 \$ 954.00
Minus hospitality expenses	<u>-\$1,295.19</u>
	\$ -341.19
 MI Sports	 \$ 600.00
	\$22,500.67

DRAFT

CUMULATIVE SUMMARY FOR 2007-08 SWIM YEAR

December 2007 Meet

Meet Format – 3-day meet: prelim/finals and non-qual middle session

Fri. – 2 sessions	40 swimmers – afternoon; 328 – p.m.
Sat. – 3 sessions	422 swimmers – a.m.; 221 - afternoon; 272 – p.m.
Sun. – 3 sessions	424 swimmers – a.m.; 216 – afternoon; 284 – p.m.

Gross Meet Entry Income \$24,732.50

Gross Income	\$33,160.60
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Gross Expenses	\$10,659.93
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Net Income	\$22,500.67
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February 2008 Meet

April 2008 Meet

May 2008 Meet

June 2008 Meet

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Attachment 6

Coach Brett Stoyell's Report

From: brett stoyell [mailto:brettstoyell@hotmail.com]

Sent: Wednesday, February 06, 2008 11:04 AM

To: Carmen Babcock; Dawn J. Fredette; Stephanie Urbanowicz; Don May; mitchmenezes@comcast.net; Cindy & Ken Pacheco; Lori & Orin Brown; Mary & Jeff Geist

Subject: [PHISH]RE: North Jeffco Swim Maintenance agreement

My report is in the email as I'm not sure who can open what attachments:

Texas Meet:

34 kids attended and there were many great swims. It was a great team meet despite the extremely poor Warm-up conditions during the meet.

4 new sectional cuts.

5 New Spring Jr National cuts

1 New Sr National Cut

Financial:

Total cost of the meet was \$445. All but 1 family fully paid.

Need to do billing for meet entries (\$1084.50)

Blue/National:

23 Sectional qualifiers

13 Spring Jr Qualifiers (Kids receive free Sweats, Suits, Bags from Speedo due to contract)

5 Summer Jr National qualifiers

2 Summer National qualifiers

1 Olympic Trial qualifier

Orange Group:

Orange group had great swims in Texas with many best times including 2-3 new sectional quals. The orange group now has 4 kids with sectional quals or higher and 1 swimmer with Jr National times. This group is faster than 75% of the senior teams in the state.

Ashley and Brett will be coaching:

LC Olympic Training Center Camp this weekend for Sectional swimmers. NJ has 16-18 kids attending.

LC Sectionals: Fed Way, March 5-9th

16-18 kids attending, 27 qualified (Most Ever)

Individuals are booking their own flights for the trip (No group reservation)

Hotel, meet entries, T-Shirt, Vans, gas will be only bill for this meet.

Athletes w/o qual times or not attending are going to be focusing on Girls HS League, state, senior state, or 14&U state as season finale.

Projects

Working with summer club coaches of 5-parks and Wheatridge to set up semi private lessons with our seniors to prepare new kids for swimming. 5-parks will send kids to us for lessons that are not ready for competitive swimming and we will organize a schedule in April for the kids 1-2x per week for ½ hr to teach them the basics. Will have a certified coach on deck at all times and families will fill out the USA swimming form to give to us. Teachers will be our senior athletes. The lesson will provide teaching opps for our kids, income to the team, exposure to the sport and our team. Last year 5-parks turned away 25-30 kids not ready for competitive swimming.

Meet Sanctions:

Pentathlon: Info complete, need referee, seniors in the AM, Age group in the PM. There may be a conflict due to CSI Camp weekend on April 13th. I am checking with CSI to see if league meets are in conflict. If so we may try to move the weekend or cancel the meet.

May Meet: Need a Meet Referee. Same info as last year unless we get the OK to add a Friday afternoon session. This is HS boys weekend and many of our parents will not be available to work Friday PM or Sat PM. This meet is

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expected to fill quickly as there are a limited # of LC meets this month due to closure of Carmody.

June Meet: Same info as last year 3 full days. Need Meet Referee.

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Attachment 7**CARMEN'S FEBRUARY BOARD MEETING REPORT****Swimmer Numbers:**

<i>Group</i>	<i>Total # of Swimmers</i>	<i># of New Swimmers</i>	<i># of Lost Swimmers</i>	<i>Last Year's Total</i>
<i>Red</i>	16.5			17
<i>Black</i>	10			9
<i>Silver</i>	12			10
<i>Gold</i>	14	1 from yellow		12
<i>Yellow</i>	5		1 to gold	8
<i>Aqua</i>	9		2?	11
<i>White</i>	16			11

Time Standard Qualifiers: Swimmers are noted according to their age at the time of the upcoming meet.

<i>Meet / Time Standard</i>	<i>8&UG (2)</i>	<i>8&UB (6)</i>	<i>9/10G (6)</i>	<i>9/10B (4)</i>	<i>11/12G (7)</i>	<i>11/12 B (2)</i>	<i>13/14G (8)</i>	<i>13/14 B (8)</i>	<i>Total</i>
<i>Silver State</i>			2	2	1	1	3	1	10
<i>JO / State</i>		1			3	1	5	7	14
<i>Far Westerns</i>					1	1	4	6	12
<i>Sectionals</i>									
<i>NRT</i>			1			1			2
<i>State Records</i>									

Swim Meet Performance:

<i>Date</i>	<i>Meet</i>	<i># of Swimmers</i>	<i># of Swims</i>	<i>Best Times</i>	<i>% B.T.</i>
1/4-6	SL Winter Splash	20 (Black & Silver)	102	54	53%
		9 (White)	45	28	62%
		9 (Red)	40	26	65%
		3 (Gold & Yellow)	10	7	70%
2/24-26	TOPS Qualifier	20 (Black & Silver)	132	73	55%
		8 (White)	48	22	46%
		5 (Red)	41	22	54%
		5 (Gold & Yellow)	26	15	58%

Travel:

1. State meet in Fort Collins February 29 - March 2
2. Far Westerns in Pleasanton, California April 3-6 (accommodations and information has been sent)

Work Out Schedule Notes:

1. Monday, February 18 is another afternoon practice with no evening practices.
2. Beth is tired of the lane cancellations. She wants to come up with a new system of lane use. I have made a suggestion to go to a month to month calendar and offered to meet with her to figure this out. Since her original request, she has made no contact with me. Everything seems to be fine with Betsy, the lady who puts together the water bills and Nathan, the Meyers pool coordinator.

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Notes:

1. Working on summer schedule. There are going to be the following changes:
 - a. All swimmers in the aqua group will swim with the red group. Not sure if I will push them to the 1.5 hour practice or allow them to go just an hour. If they swim an hour the group will still exist but swim with Karen for the summer, the problem lies in working it out with her other job.
 - b. Figuring out a way to get Karen to coach the red group for the summer and hopefully longer.
2. The open license for MS Home Basic has 2 licenses left and is now completed. What a pain in the butt!
3. Swim-a-thon tee shirt design is completed and awaiting sizes to be ordered.
4. Working on post state group moves for age group swimmers. Will give the information to Evelyn and Lori.
5. For the February meet I have set up a post meet party (free food & drink and free swim time) and pushed relays, fun and good opportunity for a first meet to entice more parents to sign up their swimmers. The food is going to come from donations Ruth gets for the meet, I set this was set this up with her a month ago. All but about a dozen swimmers 14&U are signed up for the meet. There are 67 swimmers signed up for the 14&U session which should allow for plenty of people to work the meet.
6. Sent a request to Beth to add Friday to the May meet.
7. 14 swimmers currently have Far Western cuts and about 7 of them have confirmed they will be going. There are still others I need to talk to.
8. Additional lanes for the swim-a-thon on the Friday were ok'd by Beth.

New Business:

Do we want to charge parents for all championship tee shirts? We have not charged swimmers for state shirts since I have been with the team. Brett is charging the seniors for sectional and travel meets, not sure about juniors and such. If we decide to charge I suggest we start either this summer or in 2008.

Monthly Goals: February Goals

Get input from coaches on summer practice schedule	
Get input from coaches on summer competition schedule	
Get input from coaches on summer travel meet	
Update TM with new information and swimmers	
Put together state relays and confirm attendance with parents	

Monthly Goals: January Goals

Get a computer so I can put together some goals. DONE

2007 / 2008 Goals

More emphasis on skills and kicking in practice.	
Team building including sportsmanship, leadership and practice environment.	
Perfect practices skill wise.	
Maintain current swimmer database on Team Manager.	
Get entries to other teams in a timely manner without errors.	
Attend NJST Board Meetings when in town.	
Maintain open lines of communication with swim parents.	
Put out a coaches newsletter every other month.	
Keep Lori current on group changes from gold, red, aqua, yellow black & silver for email list.	
Keep Evelyn informed of changes in groups for database.	