

**Downtown Montessori Academy, Inc.**  
**100 East Pleasant St.**  
**Milwaukee WI 53211**

CITY OF MILWAUKEE  
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RONALD D. LEONHARDT  
CITY CLERK

May 29, 1998

Charter School Review Committee  
Office of the City Clerk  
City Hall  
200 E. Wells Street, Room 205  
Milwaukee WI 53202

Enclosed are three copies of our charter school application.

Should you have any questions, please feel free to call me at 272-7227 or Virginia Flynn at 562-7225.

Sincerely,



Kathleen Ortman Miller  
Corporate Secretary

*original*

CITY OF MILWAUKEE  
98 MAY 29 AM 11:11  
RONALD D. LEONHARDT  
CITY CLERK

## **Downtown Montessori Academy**

### **Charter School Application**

#### **The mission of Downtown Montessori Academy is:**

- To help our children grow into self-confident, competent, cooperative adults who enjoy a continued love of learning.
- To provide quality Montessori education and a nurturing and multi-cultural environment for children of families who work or live in central Milwaukee.
- To involve parents in the affairs of the school and in their children's education.
- To make Downtown Montessori Academy child and family friendly.
- To enable children to relate to other children positively at an early age.

#### **Contact Person**

Virginia Flynn, AMI  
Principal, Downtown Montessori Academy  
(414) 562-7225 (day)

**Downtown Montessori Academy  
Charter School Proposal  
To Milwaukee Common Council**

**SECTION I: SCHOOL OPERATIONS**

**Person seeking to establish charter school**

Downtown Montessori Academy, Inc., is the applicant. It is a non-profit organization incorporated under the laws of the State of Wisconsin.

The contact persons for questions on this application are Virginia Flynn, AMI, the Principal of Downtown Montessori Academy, (414) 562-7225 and Atty. Kathleen O. Miller, corporate secretary, (414) 272-7227.

**Governance**

Downtown Montessori Academy, Inc., is incorporated under Chapter 181 of the Wisconsin Statutes, without stock and not for profit. The IRS has determined it is exempt from federal income tax as an organization described in section 501(c)(3). Attachment B includes a copy of the Certificate of Incorporation, the Articles of Incorporation, and the bylaws.

The corporation is governed by a Board of Trustees. Members are Atty. Cynthia Wynn (president), Atty. Kathleen O. Miller (Secretary), Virginia Flynn, AMI (Principal), Atty. Calvin Malone (parent), Tina Zemen (teacher), Dr. Bruce Thompson (parent), Kenneth Johnson (parent), and Michelle Kleiser (an MPS teacher).

The Board hires the principal. The principal in turn hires the teaching staff and a business manager. Attachment C shows the organization chart.

The Board maintains the ultimate responsibility for governance of the school. The principal is responsible for day-to-day management of the school, along with the teachers and the business manager.

The Board and staff understand the importance of parent involvement. All Trustees are current or former parents or staff at the Downtown Montessori School, which traditionally has had extensive parental involvement, including informational demonstrations of Montessori equipment, parents reading to children, parent assembly of playground equipment, and parental access to classrooms and teachers at any time. It is not our intention to mandate a minimum level of parental involvement, but to actively encourage it, believing that

involvement by choice is more meaningful than required involvement. A copy of the draft parent manual is part of Attachment E.

## **Management of school**

The principal is responsible for the operations of the school, particularly in the academic area. The principal is Virginia Flynn, AMI. Her resume is included in Attachment F.

Financial management is the responsibility of Elizabeth Sottile, CPA (resume in Attachment F). She reports to the principal. Currently they serve in the same roles at Downtown Montessori School, which operates a day care for one and two year olds, after school care for elementary age children, a summer program, in addition to a Montessori pre-school. While the Downtown Montessori Academy is a distinct and separate legal entity, it is expected that the kindergarten portion of this program will be transferred to Downtown Montessori Academy and that the same managers will serve. If the academy is able to obtain additional space, we plan to offer a 1<sup>st</sup> through 3<sup>rd</sup> grade Montessori program and beyond if demand warrants further extension.

Downtown Montessori School obtains monthly financial statements and annual income tax and payroll tax statements prepared by Tennesen Accountants. This past year an independent audit was done by Reilly, Penner & Benton LLP, in connection with the Wisconsin Private School Choice Program. A copy of the auditor's letter is included in Attachment G. Again, Downtown Montessori Academy is a separate legal entity.

## **Budget**

An estimated budget for the 1998-99 school year is included in Attachment H. Revenues and expenses were estimated using past experience with Downtown Montessori School. Adjustments were made by separating out the non-charter school activities and for the estimated charter school revenue, reduced tuition revenue, and estimated enrollment levels.

## **Facility**

The Academy intends to utilize renovated well-lighted, separately heated space in the Milwaukee Fortress building at 1718 N. First Street (100 E. Pleasant St.). Downtown Montessori School has a lease for this space (Attachment I). The two organizations would share rent on a pro rata basis according to the amount of space occupied by each.

The space meets state daycare licensing rules as well as the Milwaukee occupancy code. (Attachment J). Repairs and maintenance are the responsibility of the landlord. The Academy plans to contract for cleaning inside the facility.

Presently the facility includes two large Montessori classrooms, a large room with separate space for one and two year olds, a large common space, and a courtyard playground, plus children's and adults' bathrooms, separate storage space, a quiet lounge, and office and kitchen area. The Academy intends to take over the two Montessori classrooms now used by Downtown Montessori School.

There is unfinished space adjacent to the school. Present plans are to develop this space for ones and two-year olds. The space vacated would be converted into a third Montessori classroom for elementary children in grades first through third.

### **Liability insurance**

Information on liability insurance is contained in Attachment K.

### **Audits**

Information on audits is contained in Attachment L.

## Section II. Educational Program

Our school will have a Montessori kindergarten and early elementary curriculum, emphasizing hands-on individualized learning. In addition, it will offer music, art, and foreign language. We intend to offer programs from 2½-year old kindergarten through third grade. Our school will be staffed by certified Montessori teachers, a degreed art therapist and a music therapist. Wrap-around day care will be available at reasonable rates and qualifying for W-2 child care payments.

Downtown Montessori Academy's planned academic program is based on the educational model developed by Dr. Maria Montessori. In a Montessori program, each child's inborn desire to learn is nurtured through the academic program that follows the natural plan of a child's development. Individual learning is emphasized by offering a series of increasingly challenging exercises aimed at allowing students to develop their skills in mathematics, language, geography, science, art, and music. Teachers serve as guides, with students working at their own pace. Montessori education develops confident children able to work together and respect one another. Added to the regular curriculum will be classes in art, music, and language. Computers will be available for usage to develop hands-on experience.

The child will be exposed to a wide ranch of educational opportunities and activities. Many of these include areas that explore the relationship of school to work. Downtown Montessori stresses real life skills, such as

Practical Life - These activities foster order, activity and independence. Through them, the children learn to care for the person, to care for the environment, and develop grace and courtesy in socially related experiences.

Sensorial Materials - Sensorial materials help the children to refine the use of their senses and enable them to create order and clarify in their sense impression.

Mathematics - Montessori materials concretely represent quantities in a variety of ways. In the Montessori environment, the children not only see the symbols for numbers but they can also hold each of the corresponding quantities in their hand. Later, by comparing various pieces of Montessori materials, they can demonstrate to themselves the basic operations of arithmetic. This activity gives them the satisfaction of learning by discovery rather than by being told. As a result, they develop an enthusiasm for the world of numbers.

Language - The development of language begins with speech and progresses into writing and reading. A sandpaper alphabet is used to teach phonetic sounds. Geometric insets are used to develop the small muscles as preparation for writing. A

movable alphabet, Phonogram board and grammar boxes are used to teach analysis of sentences.

Foreign Language - This is a sensitive time for language development. We will have Spanish taught by a trained language teacher.

Geography - The children's first impressions in geography are sensorial: globes, puzzle maps, flags and geographical land formations enable the children to learn about and become interested in the world in which they live. They also learn about other cultures and how others live.

Geography - The children's first impressions in geography are sensorial: globes, puzzle maps, flags and geographical land formations enable the children to learn about and become interested in the world in which they live.

Science - Experiments in botany and zoology will be introduced. Nature studies will be conducted both in and out of classroom.

Art - Classes in art will be regularly scheduled under the direction of a trained art teacher. Once the children have been introduced to a particular media, they will be free to create within the limits of that media. In addition, art material will always be available in the classroom.

Music - Classes in music will be regularly scheduled under the direction of a trained music teacher. Children will be encouraged to express creativity to music through free expression and the use of Montessori music materials. They learn folk songs and foreign language songs. In addition, they will be introduced to a variety of musical and rhythm instruments.

Computers - The school will have Macintosh and IBM-compatible computers and a variety of educational software.

Periodic Programs - Programs will be put on by parents and other community members to demonstrate career opportunities for the children.

## **Educational Results**

Assessment - The purpose of student assessment is two-fold: 1) to set goals for improvement and, 2) to acknowledge achievement. The Academy will do a Montessori learning review of each child in K-3, K-4, and K-5. The following tools will be used when the school expands to first through third grade: 1) the Iowa Test of Basic Skills administered to

Kindergarten students; 2) the Wisconsin Third Grade Reading Test administered to students through third grade.

After Downtown Montessori: The Montessori education at Downtown Montessori Academy will prepare the children to be successful as they move into their next school, by providing them with a firm foundation in the academic basics, a sense of confidence in their own abilities, and a love of learning that will facilitate further growth and development.

Downtown Montessori Academy believes that one of the most important measures of a school's success is how its students perform in subsequent education. Although many graduates will continue Montessori education at other public or private Montessori schools, many others are expected to take advantage of their preparation for success in non-Montessori education. We find that Montessori is good preparation for any program where learning and academic excellence is valued.

### **Other Accountability Measures**

Student attendance will be monitored daily. Biannual parent conferences are held. Additional parent/teacher conferences are held as required or upon request from parents. Parents can visit the school at any time to observe the class and participate in the program.

### **Qualifications of teaching staff**

The Downtown Montessori Academy will only employ teachers who either hold a teaching certificate or are eligible for a one year permit or provisional license from DPI or charter school license allowing the teacher to teach in any area in early childhood through at least grade three. In addition to all the above requirements, all teachers are required to have Association Montessori International (AMI) or American Montessori Society (AMS) training and certification.

The academic staffing at Downtown Montessori Academy will include Montessori teachers, Montessori interns, Montessori educational assistants, and specialty teachers. Staff are governed by a policy handbook which outlines the policies and procedures.

Downtown Montessori Academy intends to maintain a balance of shared decision-making and responsibility among parents, staff, and board. This relationship creates a respectful and nurturing environment for the children.



All staff must meet educational requirements, have appropriate experiences working with children and demonstrate a commitment to Downtown Montessori's philosophy. The staff are evaluated at least annually by the principal.

The Downtown Montessori Academy shall perform background checks through the Wisconsin Department of Justice on all employees and volunteers and shall not assign them to teach or work with students until this investigation is complete and nothing in the check renders the employee unfit to teach or work with students including but not limited to conviction of a criminal offense or pending charges that substantially relate to the duties and responsibilities assigned to that employee.

### **Requirements for Admission**

Downtown Montessori Academy will not discriminate against students on the basis of sex, race, religion, national origin, national ancestry, pregnancy, marital or parental status, sexual orientation or physical, emotional or learning disability.

For students four and under, the only requirement is that parents must visit the school prior to enrolling their children. Students five and over should have previous Montessori experience, as is true of public Montessori schools. All parents are expected to sign a Parent/School contract (see appendix).

Downtown Montessori Academy will give preference to present students and siblings, in order to preserve the family nature of the school. In case the number of applicants exceed capacity, other students will be chosen on a random basis.

### **Plan to educate children with disabilities**

The Downtown Montessori Academy plans to provide services to students with disabilities in the same manner as public schools within MPS. In addition to serving the students with mild and moderate disabilities served in many public schools, we will accept responsibility for students who have high-cost needs, providing that funding follows the student to our school. Like public schools in MPS, our ability to serve EEN students is contingent on the capacity of our facility to meet those students' needs.

## **Attachment A. Transcripts, etc.**

Transcripts have been ordered for Virginia Flynn and Elizabeth Sottile. See Attachment F for resumes.

## **Attachment B. Legal Structure**

Downtown Montessori Academy, Inc., is a nonstock, nonprofit corporation formed under Chapter 181 of the Wisconsin statutes.

Attached are copies of the Wisconsin Certificate of Incorporation, Articles of Incorporation and the Bylaws of the corporation.



DATE: APRIL 25, 1996

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
of

DOWNTOWN MONTESSORI ACADEMY, INC.

The STATE OF WISCONSIN hereby grants to said organization the powers and privileges conferred upon it by Chapter 181 of the Wisconsin Statutes, for the pursuit of any purpose lawful under said Chapter, except as may be further limited in its articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date above written.



*Douglas La Follette*

DOUGLAS La FOLLETTE  
Secretary of State

- 
- ANNUAL REPORT** Corporations filing articles of incorporation under Chapters 180, 181 or 185 of the Wisconsin Statutes are required to file an annual report with the Secretary of State.
- Forms to Use** Ch. 181 corporations use Form 17 and business corporations (Ch. 180) and cooperative associations (Ch. 185) use Form 16. Blank report forms are mailed to the corporation c/o its registered agent and office of record with the Secretary of State, and are distributed during the calendar quarter in which the report is due.
- When to File** The DUE DATE is fixed by the date the articles of incorporation were originally filed. An original filing date of May 26 falls within the second calendar quarter, and the DUE DATE for the report of that corporation, for example, will be June 30, the last day of that calendar quarter. The first report of a corporation is due in the year following that in which it files its articles of incorporation.
- Where to File** By mail, to WISCONSIN CORPORATION ANNUAL REPORT, at the address indicated on the report form, or at the Office of the SECRETARY OF STATE, 30 W. Mifflin, Madison.
- REGISTERED OFFICE AND REGISTERED AGENT** Corporations are required to maintain a registered office and agent in Wisconsin. The initial registered office and agent were established in the articles of incorporation, and a specific procedure must be followed in order to change that designation. Form 13 (for Ch. 180), Form 113 (for Ch. 181) and Form 204-13 (for Ch. 185) may be used to file a change of registered office and/or agent. Forms available upon request from SECRETARY OF STATE, P.O. Box 7846, Madison, WI, 53707.

The above requirements are statutory, and further it is important that the office and agent designations be kept current, as annual report forms, notices and other official communications are directed to the corporation or cooperative through the registered/principal office and agent of record.

**REPORTING REQUIREMENT FOR CHARITABLE ORGANIZATIONS THAT SOLICIT CONTRIBUTIONS.** Notice is hereby given, pursuant to s. 181.32(2), Wis. Stats., that a NONSTOCK, NONPROFIT corporation engaged as a charitable organization and soliciting contributions is subject to reporting requirements with the Wisconsin Dept. of Regulation & Licensing, pursuant to Ch. 440 of the Wisconsin Statutes. Please call or write the following for further information and filing requirements: WISCONSIN DEPT. OF REGULATION & LICENSING, Attn: Charitable Organizations, P. O. Box 8935, Madison, WI 53708. Phone (608) 266-0829.

1996 APR 23 08:00

NONSTOCK  
ARTICLES OF INCORPORATION

OF

STATE OF WISCONSIN  
FILED  
APR 25 1996  
DOUGLAS LA FOLLETTE  
SECRETARY OF STATE

DOWNTOWN MONTESSORI ACADEMY. INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

Article 1.

The name of the corporation is Downtown Montessori Academy, Inc.

Article 2.

The period of existence shall be perpetual.

Article 3.

Said corporation is exclusively organized for educational, charitable, scientific and literary purposes within the meaning of section 501(c)(3) of the Internal Revenue Code and as authorized by Chapter 181 of the Wisconsin Statutes.

Article 4.

The principal office is located in Milwaukee County, Wisconsin.

The address of the principal office is: Downtown Montessori Academy, Inc.  
P.O. Box 93104  
Milwaukee WI 53203

Article 5.

The name of the initial registered agent is Bruce R. Thompson.

Article 6.

The address of the initial registered agent is  
2837 N. Marietta Ave.  
Milwaukee WI 53211

Article 7.

These articles may be amended in the manner authorized by law at the time of amendment.

Article 8.

The number of directors shall be fixed by by-law but shall be not less than three.

WISCONSIN SECRETARY OF STATE  
FILED I.D. #

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**Article 9.**

The names and complete address of all the Board of Directors are:

Bruce R. Thompson  
2837 N. Marietta Ave.  
Milwaukee WI 53211

Kathleen O. Miller  
100 East Wisconsin Av., Suite 1010  
Milwaukee WI 53202-1407

Virginia Flynn  
1705 Williams Ave.  
South Milwaukee WI 53172

**Article 10.**

Membership Provisions will be set forth in the by-laws.

**Article 11.**

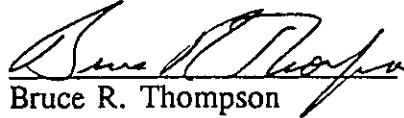
No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in article 3. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**Article 12.**

The name and address of incorporator is Bruce R. Thompson, 2837 N. Marietta Ave., Milwaukee WI 53211.

Executed in duplicate on the 20 day of April, 1996.

  
Bruce R. Thompson

STATE OF WISCONSIN }  
County of Milwaukee } SS.

Personally came before me this 20 day of April, 1996 the aforementioned Bruce R. Thompson, 2837 N. Marietta Ave., Milwaukee WI 53211 to me known to be the person who executed the foregoing instrument, and acknowledged the same.

My commission is permanent.

  
Kathleen O'Malley

This document was drafted by Bruce R. Thompson.

REEL 3788 IMAG 523

Mail Returned Copy to:

Bruce R. Thompson  
P.O. Box 93104  
Milwaukee WI 53203

Daytime phone number: (414) 277-7378

7210259

RECORD 16.00

7210259

REGISTER'S OFFICE ) SS  
MILWAUKEE COUNTY, WI )  
RECORDED

'96 APR 30 09:53

REEL 3788 520 to  
523 incl.

Walter A. G...  
REGISTER  
RECORDED



**BYLAWS**  
of  
**DOWNTOWN MONTESSORI ACADEMY, INC.**

**ARTICLE I**  
Purpose

The corporation exists for the purposes set forth in the Articles of Incorporation. Such purposes are educational, charitable, scientific, and literary activities within the meaning of 501(c)(3) of the Internal Revenue Code of 1986, so as to permit the corporation to operate and maintain, on a not-for-profit basis, a school so as to provide for the education of youth in the community in which it serves ("School"). The purposes shall be carried out in such a manner that no part of the net earnings of this corporation shall inure to the benefit of any individual, trustee or officer.

This corporation exists to serve the academic needs of its students regardless of race, color, creed, handicap or national origin in compliance with all federal and state laws, rules and regulations pertaining thereto. The primary interest of the corporation is the maintenance of the highest educational standards for its students.

**ARTICLE II**  
Offices

The corporation shall have and continually maintain in Wisconsin a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Wisconsin as the Board of Trustees may from time to time determine.

**ARTICLE III**  
Members

The corporation shall have no members.

**ARTICLE IV**  
Board of Trustees

Section 1 - General Powers

The affairs of the corporation shall be managed by its Board of Trustees.

## Section 2 - Number, Tenure and Qualifications

The Board of Trustees shall consist of no less than three (3) and no more than eleven (11) voting members, as set from time to time by resolution of the Board of Trustees. Resolutions to change the number of Trustees must be adopted by at least two-thirds (2/3) of the current Trustees. Regular elections of Trustees shall be held at the annual meeting in June. Trustees shall be elected by a majority vote of the then serving Trustees. All newly elected board members shall serve for a term of one (1) year beginning on July 1. Following the first year of service, trustees may be re-elected to serve one (1), two (2), or three (3) year terms. Except as provided above, trustees shall serve a three (3) year term of office and will be eligible, if nominated and elected, to serve for additional terms and may serve an unlimited number of terms. The Board shall be divided into staggered classes so that the terms of only approximately one-third (1/3) of the voting trustees shall expire each year. In the event that a voting trustee does not complete his or her term on the Board, a new trustee may be elected to fill out the unexpired term.

## Section 3 - Eligibility

Trustees shall have, individually, basic personal qualifications including integrity, competence, good moral character, background experience, and interest in the purposes of the corporation, and respect and appreciation of the principals and philosophy of the School, and a willingness and availability to serve this corporation and School and its purposes and objectives.

## Section 4 - Regular Meetings

Regular meetings of Trustees shall be held, at least quarterly, at such time and place as the Board of Trustees shall provide, by resolution. No notice of regular meetings shall be required other than such resolution. The annual meeting of the Board of Trustees shall be held on the 2nd Thurs of June each year at the offices of the School.

## Section 5 - Special Meetings

Special meetings of the Board of Trustees shall be called at the request of the President, the Principal or any two (2) voting members of the Board. Upon such request, the President shall fix a time and place for the holding of such meeting which shall be not more than thirty (30) days from the date of such request.

## Section 6 - Notice

Notice of any special meeting of the Board of Trustees shall be given at least five (5) days previous thereto by written notice delivered personally or sent by mail or telegram to each trustee at the address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be

deemed to be delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of any special meeting. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any regular or special meeting of the Board will be specific in the notice or waiver of notice of such meeting, unless specifically waived by law or by these Bylaws.

#### Section 7 - Telephonic Meetings

Trustees may participate in and hold meetings by means of conference telephone or similar communication equipment by means of which all persons participating in that meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a trustee participates in the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

#### Section 8 - Voting and Quorum

Each member of the Board shall be entitled to vote on all matters presented to the Board of Trustees. A vote may be cast orally or in writing as determined by the presiding officer of the meeting. Proxy voting is not permitted. A majority of the voting members of the Board as from time to time constituted shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if a quorum shall not be present at such meeting, a majority of the voting members of the Board present may adjourn the meeting from time to time without further notice until a quorum shall be present.

#### Section 9 - Manner of Acting

The act of a majority of the voting members of the Board present at a meeting at which a quorum is present shall be the act of the Board of Trustees, except where otherwise provided by law or by these Bylaws.

#### Section 10 - Informal Action

Unless otherwise restricted by statute, the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Trustees may be taken without a meeting, if (i) written consent thereto is signed by all the voting members of the Board, as the case may be, and (ii) such written consent is filed with the minutes of proceedings of the Board.

#### Section 11 - Resignation and Removal

A trustee may resign at any time by submitting his or her written resignation to the

Chairperson of the Board. Any member of the Board may be removed at any regular or special meeting of the Board by an affirmative vote of two-thirds (2/3) of the voting members of the Board of Trustees. The member being removed shall be notified of the meeting at which the removal action will be taken, and the specific charges against him or her, at least five (5) days prior to the meeting.

#### Section 12 - Vacancies

Any vacancy occurring in the Board of Trustees may be filled by the Board of Trustees at any regular or special meeting.

#### Section 13 - Compensation

Members of the Board as such shall not receive any stated salaries for their services, but by resolution of the Board of Trustees a fixed sum and expenses, if any, may be allowed for attendance at each regular or special meeting of the Board; provided that nothing herein contained shall be construed to preclude any member from serving the corporation in any other capacity and receiving compensation therefore.

#### Section 14 - Presumption of Assent

A Trustee of the corporation who is present at a meeting of the Board of Trustees at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

### ARTICLE V Officers

#### Section 1 - Officers

The officers of the corporation shall be a President, a Principal, a Vice President, a Treasurer, a Secretary and other officers as may be elected or appointed by the Board of Trustees. Any two (2) or more offices may be held by the same person except the office of President and Secretary, and President and Principal.

#### Section 2 - Election and Term of Office

The officers of the corporation shall be elected annually by the Board of Trustees at the annual meeting of the Board. If the election of officers shall not be held at such meeting,

such election shall be held as soon thereafter as is convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Trustees. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

### Section 3 - Removal

Any officer or agent elected or appointed by the Board of Trustees may be removed by the Board whenever, in its judgment, the best interests of the corporation would be served but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

### Section 4 - Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

### Section 5 - President

The President shall be the chief executive officer of the corporation and shall preside at all meetings of the Board of Trustees. He or she may sign with the Principal, or Secretary, or any other proper officer or agent of the corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be otherwise expressly delegated by the Board from time to time.

### Section 6 - Principal

The Principal shall be the chief academic officer of the corporation and shall, in general, supervise and control all of the educational affairs of the corporation, including recruiting and supervision of teachers, school curriculum, student admission standards, general supervision of students, building and grounds, liaison with the parent body, and such other duties as may be prescribed by the Board of Trustees from time to time.

### Section 7 - Vice-President

In the absence of the President, or in the event of an inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions of the President.

### Section 8 - Treasurer

The treasurer shall have charge of and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all moneys in the name of the

corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article XI of these Bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Trustees. If required by the Board of Trustees, the treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety as the Board of Trustees shall determine, the cost of such bond being paid for with funds of the corporation.

#### Section 9 - Secretary

The secretary shall keep the minutes of the meetings of the members of the Board of Trustees in one or more books provided for this purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporation's records and in general perform all duties incident to the office of secretary and such duties as from time to time may be assigned to him or her by the President or by the Board of Trustees.

### ARTICLE VI Committees

The Board of Trustees shall have the power to appoint such committees and agents for the carrying out the work of the corporation as they deem it in the best interests and may invest such committees and agents with such powers in the management of such corporation as the Board may deem for the corporation's best interest

### ARTICLE VII General Liability

No officer or member of the Board of Trustees or other person shall contract or incur debts on behalf of the corporation or in any way render it liable unless authorized by the Board of Trustees. No officer or employee of the corporation is authorized to promise moral or financial support of the school for any charitable or other objective without the approval of the Board of Trustees.

### ARTICLE VIII Indemnification of Trustees, Officers, Employees and Agents

#### Section 1 - General: Indemnification of Trustees, Officers, Employees and Agents

To the full extent permitted by Chapter 181 of the Wisconsin Statutes or any other laws presently or hereinafter in effect, the corporation does hereby indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action,

suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that he/she is or was a Trustee, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a trustee, director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments, fines, reasonable expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the corporation, or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe his/her conduct was unlawful.

### Section 2 - Indemnification of Trustees, Officers, Employees and Agents: Actions By or In the Right of the Corporation

The corporation does further indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in favor of the corporation by reason of the fact that he/she is or was a Trustee, officer, employee or agent of the corporation, or that he/she is or was serving at the request of the corporation as a trustee, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Indemnification shall be against all judgments, fines, reasonable expenses (including attorneys' fees) and amounts paid in settlement, actually and reasonably incurred by him/her in connection with the defense or settlement of such action, suit or proceeding. Indemnification shall be made only if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the corporation. However, no indemnification shall be made in respect of any claim, issue or matters as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the corporation, unless, and only to the extent that, the court in which such action was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

### Section 3 - Authorization of Indemnification

Any indemnification under Section 1 or 2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the Trustee, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in Sections 1 or 2 of this Article. Such determination shall be made by (1) the Board of Trustees by a majority vote of

a quorum consisting of Trustees who were not parties to such action suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Trustees so directs, by independent legal counsel in a written opinion.

#### Section 4 - Payment of Expenses in Advance

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 3, upon receipt of an undertaking by or on behalf of the Trustee, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he/she is entitled to be indemnified by the corporation as authorized by this Article VIII.

#### Section 5 - Insurance Against Liability

The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the corporation, or who is or was serving at the request of the corporation as a Trustee, director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the corporation would have the power to indemnify him/her against such liability under the provisions of these Bylaws.

#### Section 6 - Other Rights of Indemnification

The indemnification provided or permitted by this Article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled by law or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person. No amendment to or repeal of this Article VIII shall apply to or have any effect on the right to indemnification permitted or authorized hereunder for or with respect to claims asserted before or after such amendment or repeal arising from acts or omissions occurring in whole or in part before the effective date of such amendment or repeal.

### ARTICLE IX Conflicts of Interest

#### Section 1 - Policy

Any duality of interest or possible conflict of interest on the part of any member of the Board of Trustees, officer, employee or agent associated with this corporation shall be disclosed and made a matter of record on an annual basis as well as when the interest develops, and before



the transaction in question is consummated. Procedures designed to ensure disclosure may be developed by the Board of Trustees from time to time and carried out.

### Section 2 - Disclosure; Voting; Minutes

Any Trustee, officer, employee or agent who has an interest in a contract or other matter presented to the Board for authorization, approval, consideration or ratification shall make a prompt and full disclosure of his/her interest to the board prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest.

The body to which such disclosure is made shall thereupon determine, by a majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his personal influence on, nor participate (other than to present factual information or to respond to questions) in, the discussions or deliberations with respect to such contract or transaction. The minutes of the meeting should reflect that a disclosure was made, the abstention from voting, the quorum situation, and the determination that the proposed contract or transaction is fair and reasonable to the Corporation. However, the foregoing requirements should not be construed as preventing the Trustee so involved from briefly stating his or her position on the matter nor from answering pertinent questions of other Trustees.

For purposes of this Article IX, a person shall be deemed to have an interest in a contract or other transaction if he/she is the party (or one of the parties) contracting or dealing with the Corporation, or is a trustee, director, or officer of, or has a significant financial or influential interest in, the entity contracting or dealing with the corporation.

### Section 3 - Good Faith Standard

The Trustees, other officers, employees, and agents shall exercise the utmost good faith in all transactions touching upon their duties with this corporation and its operation. In their dealings with and on behalf of this corporation, they shall be held to a strict rule of honest and fair dealing. All acts of such persons shall be for the best interest of the corporation. Such persons shall not accept any material gifts, favors, or hospitality that might influence their decision-making or actions affecting the institution. They shall not use their positions, or knowledge gained therefrom, so that a conflict might arise between the interest of this corporation and that of the individual.

Any new Trustee, officer, employee or agent shall be informed of this policy concurrent with the assumption of responsibilities.

ARTICLE X  
Confidentiality

Trustees, officers, employees and agents of the corporation shall at all times maintain confidentiality with respect to any and all proprietary information of the corporation and its members and shall only use such information to the benefit of the Corporation.

ARTICLE XI  
Contracts, Checks, Deposits, and Funds

Section 1 - Contracts

The Board of Trustees may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

Section 2 - Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officers or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Trustees. In the absence of any such determination by the Board of Trustees, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the Principal.

Section 3 - Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Trustees may select.

Section 4 - Gifts

The Board of Trustees may accept on behalf of the corporation any contribution, gift, bequest, or device for the general purposes or for any specific purpose of the corporation.

ARTICLE XII  
Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Trustees.

ARTICLE XIII

Fiscal Year

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

ARTICLE XIV

Seal

The corporation shall have no seal.

ARTICLE XV

Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the laws of Wisconsin or under the provisions of the articles of incorporation or of the Bylaws of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVI

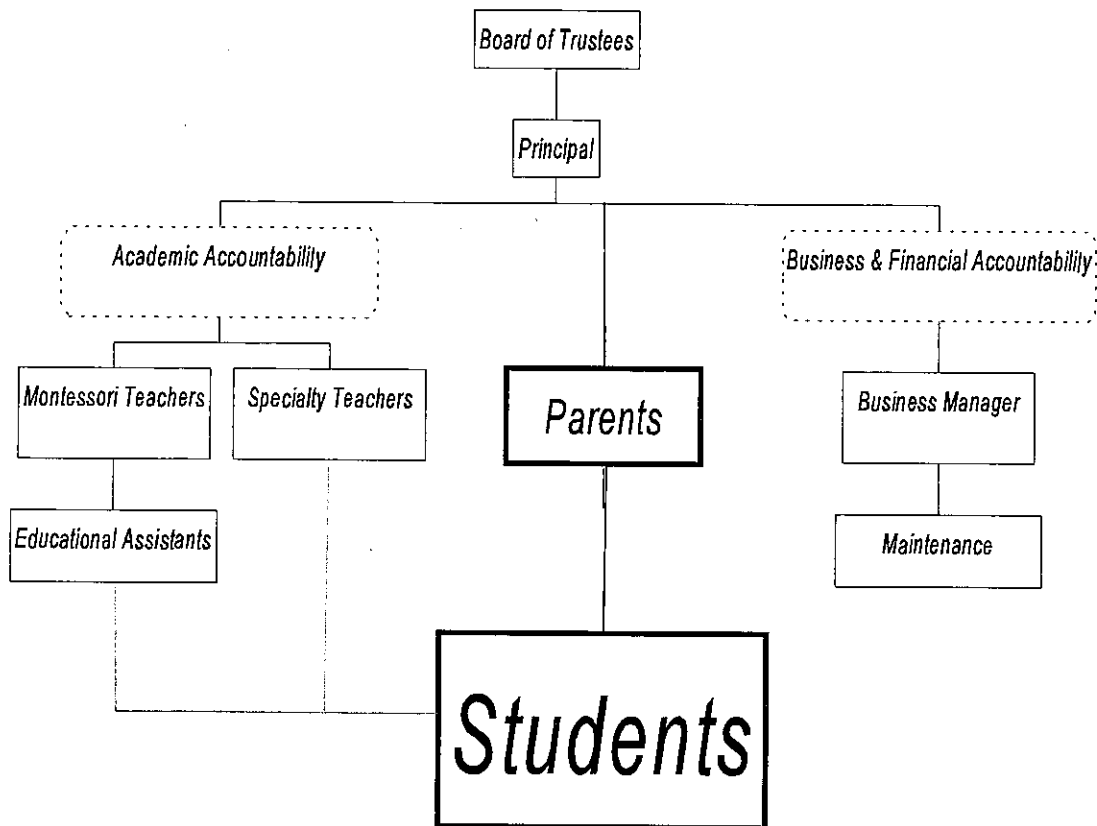
Amendments to Bylaws

These Bylaws may be altered, amended or repealed and bylaws may be adopted by a two-thirds (2/3) majority of the voting members of the Board present at any regular meeting or at any special meeting, provided that at least five (5) days written notice is given of intention to alter, amend, or repeal or to adopt new Bylaws at such meeting.

Adopted this 25 day of May, 1996.

Kathleen O'Malley  
Secretary

# Attachment C. Organizational Chart



**Attachment D. Personnel Manual**

Enclosed is the policy manual for faculty

# **Policy Manual for Faculty**

## **DOWNTOWN MONTESSORI ACADEMY**

100 East Pleasant Street  
Milwaukee Wisconsin 53212  
(414) 562-7225

September 1998

**DOWNTOWN MONTESSORI ACADEMY**  
**100 East Pleasant Street**  
**Milwaukee Wisconsin 53212**  
**(414) 562-7225**

Faculty Manual

Downtown Montessori Academy believes that children's early experience largely determines the kinds of adults they become. Our goal is to help our children grow into self-confident, competent, cooperative adults, who enjoy a continued love of learning.

As faculty, you are the most critical factor to our success. Our aim is to hire and retain faculty who have the necessary skills and who love their work. In turn, we will strive to maintain an environment that supports you in your efforts.

As faculty, you have responsibilities to the children, to their parents, to your colleagues and to the school. This manual outlines some of our policies, but please remember we are constantly looking for ways to do things better.

This faculty manual sets forth employment guidelines which staff are expected to follow and lets staff know what can be expected from the school. None of the statements or policies outlined in this booklet are meant to imply that the school is guaranteeing employment for anyone. This manual is not nor is it intended to be construed as an employment contract. Final interpretation and implementation of any of the policies in this manual are vested solely with the administration. The school reserves the right to change at any time any of the following policies, procedures and practices, which are reviewed and revised periodically.

Open Door Policy

Open communication is vital to the daily operation and survival of the school. Communication is a joint responsibility shared by the school and you. If you have any questions about the information contained in this handbook or about any other aspect of your job, we welcome your questions.

Your opinions, suggestions and questions are important to us. Feel free to talk to any member of the administration about issues at work which concern you. We will attempt to provide you with honest, straightforward responses to your questions and comments within a reasonable time.

Generally, if you are having a problem with a colleague, we encourage you to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, you may wish to refer the problem to the Principal or another member of the

administration. Do not allow a small conflict to grow into a larger one.

### Diversity

We regard the diversity of our children in terms of race, culture, and economic background as one of the school's educational strengths. Thus in hiring we attempt to recruit people with a variety of backgrounds and skills.

In making the hiring decision we attempt to choose the person who will do the best job in the position, without regard for race, creed, sex, marital status, or disability.

### Employment Classifications

Regular Full-Time: An employee who is regularly scheduled to work 30 or more hours per week is considered full-time and is eligible for those benefits described in this handbook.

Part-Time: An employee who is regularly schedule to work less than 30 hours per week is considered part-time and is not eligible for benefits, except for pension and profit-sharing.

### Physical Examinations

Employees are required to submit to a medical examination within 30 days of hiring and annually thereafter. These required exams will be paid for by the school.

Staff who are absent because of illness, injury or disability may be required to provide a doctor's note certifying that they are able to return to work without limitations.

### Orientation Period

The first 3 months of your employment are considered to be an orientation period. We feel this is an opportunity for you to look at us and the school to look at you. We will be looking at how you relate to your students, the parents and your colleagues and whether you seem compatible with the basic philosophy of the school. This period is also a time for you to consider whether you find this work enjoyable and challenging and would wish to make a career at the school.

At the end of this period, there will be a review with the principal and a written evaluation.

### Personnel Records

It is important that each staff member immediately notify us in the event of any change in status. This assists us in keeping all information in your personnel file current. Employees should report any changes in name, mailing address, phone number, marital status, number of dependents, beneficiary designations and who to notify in case of an emergency.



### Attendance

It is very important that you be at the school when you are expected. Your absence can put a severe strain on your colleagues and students, and make it more difficult to maintain an atmosphere conducive to learning.

Our license requires us to operate within certain ratios of students to teachers:

| <u>Age</u> | <u>Student/Teacher Ratio</u> |
|------------|------------------------------|
| 2          | 6:1                          |
| 3-6        | 10:1                         |

We take these ratios very seriously since they reflect experience with the number of students a teacher or assistant can effectively handle. Unreliability, as shown by repeated tardiness or non attendance is grounds for termination. Attendance will be considered in calculating any year-end bonus.

The school is open from 6:30 a.m. to 6:00 p.m. Monday through Friday, except for major holidays (see below).

### Staff Meetings/Open Houses/Parents' Nights

All professional staff are required to attend all announced staff meetings, and certain open houses, parents' nights and other such events. Any absences must be approved in advance by the Principal.

Employees paid hourly who are requested to be present and assist at such activities will be paid for their services. Attendance by other hourly employees is encouraged but no extra compensation will be made.

### Licensing Requirements

Wisconsin laws and regulations require that certain information be provided by employees and maintained on file. It is each employee's responsibility to see that these requirements are met and that documentation is given to the principal.

Such documentation includes:

1. Transcripts
2. First Aid Form
3. Personnel Information Form
4. Medical Form
5. In-Service Training Record (including documentation of Orientation)

### Pay

We pay twice monthly, for the period from the 1st through the 15th and for that from the 15th to the end of the month. Pay checks are normally issued on the 22nd and the 7th. If one of these dates falls on a weekend or holiday, the checks are issued the immediately preceding working day.

It is your responsibility to accurately complete your time card at the end of each day and to submit the card immediately following the pay period.

### Severe Weather

If the school is forced to close because of severe weather, there will be an announcement on radio stations WMIL (FM 106) and WOKY (AM 920) and channel 6 on television. Historically, Downtown Montessori has stayed open in many cases when the public schools were closed. On snow days when public schools are announcing closings please communicate directly with our Principal as to your ability to reach the school. Many of our parents will need child care on such days regardless of the weather.

### Holidays

The school closes for New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event the above specified holidays fall on a weekend, a Friday or Monday will be selected as the holiday for school closing purposes.

After 30 days of employment, staff members who normally work 30 hours or more per week will be compensated for the above holidays based upon the length of the average day worked by individual staff member. Employees who normally work less than 30 hours per week will not be compensated.

### Vacation

Vacation credits accrue on January 1st of each year based upon hours worked in the previous year. For employees hired during the previous year, the vacation accrues on the anniversary of employment.

For an employee normally working 40 hours per week throughout the year, 80 hours (two weeks) will be credited. Following the five-year anniversary the faculty member will be entitled to three weeks of vacation.

For a teacher working a portion of the year, the average will be adjusted based on the portion of the year worked. Likewise, if normal work hours are less than 40 per week but at least 30, the vacation credit will be similarly adjusted. (For more information, see Vacation Credit Record sheet.)

Unused vacation time will be permitted to carry over to the subsequent year. All planned vacations must be cleared in advance with the principal to assure that all classes are

adequately staffed.

### Sick and Personal Leave

Each faculty member who normally works 40 hours per week throughout the year is entitled to five paid sick/personal days (40 hours) per year. For full-time employees working less hours or less than a full year, an adjustment is made similar to that described above for vacation.

If an employee's illness or usage of personal days in any year exceeds the number of available days, the employee will be given the opportunity to apply accrued vacation time to additional sick days. If illness exhausts all available sick days and vacation days, the employee may elect to continue a sick leave without pay, provided the employee has had a satisfactory performance review, for a period of time to be approved by the principal.

It is intended that unused sick/personal days will be carried over into the following year and will be treated the same as unused vacation days. All requests for paid personal days must be approved in advance by the principal.

Disability insurance is available if a sufficient number of employees are interested to meet the participation requirements.

### Medical Insurance

On the first of the month after thirty days of employment, employees working at least 30 hours per week are eligible for group medical insurance. The school pays 80% of the individual premium and the entire administration fee. Employees covered under another plan, who lose their insurance, are advised to apply immediately for the school's plan, since there is generally a short period in which they are eligible to join without regard to pre-existing conditions.

### Dental Insurance

On the first of the month after thirty days of employment, employees working at least 30 hours per week are eligible for a group dental plan. The school pays 80% of the individual premium and the entire administration fee.

### Social Security Benefits

In addition to the amount you contribute to social security (FICA), the school contributes an equal amount at each pay period. A full description of social security benefits is available through the Social Security Administration.

### Worker's Compensation

Worker's compensation is a form of accident and disability insurance to protect you in the event of a job-related injury or illness. Income contribution and medical benefits are provided. Premiums for this insurance are solely paid by the school.

### Unemployment Compensation

Downtown Montessori contributes to a state fund to provide unemployment benefits to employees who, through no fault of their own, are terminated.

### Surplus-Sharing Program

At the end of the fiscal year, 10% of any net surplus will be allocated for bonuses. Attendance and contribution to building the school will be considered in distributing the bonus.

If, in the opinion of management, the amount in any year is too small to justify the cost of distribution through either the retirement or profit-sharing plan, that amount will be carried forward to the following year.

### Retirement Program

The school has a (Simplified Employee Pension - Individual Retirement Account (SEP-IRA) plan. To qualify you must have worked in at least three of the previous five years and have been paid more than about \$400 in the latest year. All money in the plan is non-taxable until you take it out--generally after retirement. 10% of profits will be allocated to the plan.

### Child Care for Employees

Faculty receive free child care, on a space-available basis, during the time they are working at Downtown Montessori Academy. This policy only applies to days and hours on which the person is working at the school and on which there is extra space in the classroom, without having to add an additional staff member.

During periods in which the parent is not teaching or in which the child's presence would cause a staff member to be added, full fees will be charged.

### Education and Training

We encourage employees to take courses and degree programs related to their work, and will reimburse some or all of the tuition expenses, depending upon the availability of funding. Please discuss your educational plans with the principal and obtain written approval for reimbursement prior to enrolling in a course. Reimbursement for courses taken for credit is normally made after successful completion of the courses as shown by a grade report.

### Employee Purchase of Supplies

Teachers are encouraged to develop a rich learning environment in their classrooms. Preauthorized or small purchases of supplies will be reimbursed by the school. Please submit the receipts and a filled-in reimbursement form. If in doubt, please discuss a planned purchase with the principal beforehand.

### Confidentiality

State law requires that staff should not discuss or disclose personal information regarding the children and facts learned about children and their relatives to other parents or anyone outside the center. Among facts not disclosed to outsiders is the identity of any child supported by government programs, such as the Milwaukee School Choice or Title 20 programs.

The principal should be made aware of any problems or concerns regarding a child before a conference with parents is scheduled. Responsibility for discussion with parents regarding such problems lies with the lead teacher.

### Smoking

To maintain a healthy environment for our children and staff, no smoking is permitted on the premises of Downtown Montessori Academy, including the playground.

Staff who smoke off-premise or are in a household with smokers should be aware that some children may be allergic to second-hand smoke trapped in clothing and should take appropriate precautions.

# Downtown Montessori Academy

## Vacation Pay Record

Employee: \_\_\_\_\_ Year: 199

### Vacation Available as of January 1:

Unused vacation from prior year (1) \_\_\_\_\_ hours  
Months worked prior year (2) \_\_\_\_\_  
Hours worked in normal week (3) \_\_\_\_\_  
Employee hire date (4) \_\_\_\_\_  
Full-time vacation hours  
(80 if worked 5 yrs or less,  
120 if more than 5 yrs) (5) \_\_\_\_\_ hours  
New vacation hours (6) \_\_\_\_\_ hours  
(Line 2 X Line 3 X Line 5 / 480)  
Total vacation hours (Line 1 + Line 6) (7) \_\_\_\_\_ hours

### Sick Time Available as of January 1:

Unused sick time from prior year (8) \_\_\_\_\_ hours  
New sick time (9) \_\_\_\_\_ hours  
(Line 6 divided by 2)  
Total sick time (Line 8 + Line 9) (10) \_\_\_\_\_ hours

### Record of Vacation and Sick Time Use

| <u>Vacation</u> |              | <u>Sick Time</u> |              |
|-----------------|--------------|------------------|--------------|
| <u>Date</u>     | <u>Hours</u> | <u>Date</u>      | <u>Hours</u> |
| _____           | _____        | _____            | _____        |
| _____           | _____        | _____            | _____        |
| _____           | _____        | _____            | _____        |
| _____           | _____        | _____            | _____        |
| _____           | _____        | _____            | _____        |
| _____           | _____        | _____            | _____        |
| _____           | _____        | _____            | _____        |
| _____           | _____        | _____            | _____        |
| _____           | _____        | _____            | _____        |
| Totals          | _____        |                  | _____        |
| Unused (12/31)  | _____        |                  | _____        |

## Child Discipline Policy

The following is a brief statement on the method of child discipline used by Downtown Montessori Academy. It is most important in dealing with children that a consistent environment be prepared for the child. Adult reactions to the child are tested daily. When actions of a child demand correction, it is most important that all adults involved with the child deal with the problem in the same way.

The Montessori method encourages children to make choices and develop responsibility for their own actions. Discipline is used to help the child, not to punish. The method of corrective discipline endorsed by Downtown Montessori Academy has grown out of the Montessori approach. When a child is involved in actions that are contrary to established rules, the object is to redirect the child to other activities.

Never, under any circumstances, use corporal punishment on a child, including verbal or mental abuse. This will be grounds for immediate termination. Withholding of snacks, lunches or outdoor activities for disciplinary purposes is prohibited.

All staff should serve as role models for the children, reflected in their conduct with the children, other staff, and parents. Each child will be dealt with positively, avoiding showing anger or raising the voice.

The "time out" procedure will be used only if redirection of the child does not work. The length of "time out" should be limited, and the child must sit in full view of staff.

### Sexual Abuse

The issue of sexual abuse of children by adults or other children, and of accusation of such abuse, is one of the most problematic in child care today. There have been well-publicized cases where child-care centers were driven out of business and staff served time in jail for accusations which later turned out to be unsubstantiated. Parents undergoing a divorce will sometimes accuse the other parent of sexual abuse. At the same time, there are reported cases where adults did not listen to and did not protect children who were suffering abuse.

Any indication of sexual abuse should be taken seriously and documented, but it is important not to jump to conclusions. It is important to speak with the principal immediately.

There are a number of precautions to assure that abuse or the accusation of abuse will not occur. Other staff and parents should be welcome to enter any classroom at any time, without prior notice. Groups of children should not be allowed to use the bathrooms or to play unsupervised. Any indication of abuse should be promptly documented in writing and discussed with the principal.

Reporting Child Abuse

If we know or have reasonable cause to suspect that a child has been abused or neglected, we are required by the state of Wisconsin to immediately contact the Children's Protective Services or local law enforcement agency.



## **Attachment E. Operations Manual**

Enclosed is the handbook for parents, describing the operations of the school

# **Parent-Student Handbook**

## **DOWNTOWN MONTESSORI ACADEMY**

100 East Pleasant Street  
Milwaukee Wisconsin 53212  
(414) 562-7225

September 1998

# Parent-Student Handbook

## DOWNTOWN MONTESSORI ACADEMY

100 East Pleasant Street  
Milwaukee Wisconsin 53212  
(414) 562-7225

Welcome to Downtown Montessori Academy!

We are pleased that you have chosen our school. We view your child's presence in our school as a privilege, opportunity, and a trust. We are confident that this year will be a rewarding one for your child.

Our goal at Downtown Montessori is to create a Montessori environment where your child's early experiences with learning will help him or her to become a self-confident, competent, cooperative adult. We also seek to provide a family-centered environment that enriches and nurtures the growth of the family and the child.

We at Downtown Montessori know the importance of good communication between parents, teachers, and administration. If you have any questions or concerns about the school, please feel free to discuss them with your child's teacher or the Principal, Virginia Flynn at (414) 562-7225.

### The Montessori Kindergarten Program

The Montessori kindergarten is open to students from 2½ to 6 years of age. Montessori sessions are 8:30 to 11:30 for K-3 and K-4. The K-5 Montessori program runs until 2:30. There is day care available before and after these hours. A typical daily schedule is shown below:

| Daily Schedule for Montessori (Ages 2½ and Older) |                            |
|---|----------------------------|
| Time  | Activity                   |
| 6:30-8:30 am                                      | Day care/free play         |
| 8:30-9:00   | Morning Group              |
| 9:00-11:00  | Individual Montessori Work |

|             |   |
|-------------|---|
| 11:00-11:30 | Large motor activities                                    |
| 11:30       | Dismissal of Morning Class                                |
| 11:30-12:15 | Lunch   |
| 12:15-12:30 | Nap preparation   |
| 12:30-2:15  | Nap for 3 and 4 year olds<br>Kindergarten for 5 year olds |
| 2:15-2:30   | Snack (3 and 4 year olds return to their class)           |
| 2:30        | Dismissal for School                                      |
| 2:30-3:30   | Independent Work/Stories/Crafts, etc.                     |
| 3:30-6:00   | Day care, free play, outdoor play                         |

### Staffing Ratios

Each class has about 20 students, with two adults, a Montessori teacher and a Montessori teaching assistant.

### Hours and Days of Operation

The school is open Monday through Friday throughout the year from 6:30 a.m. to 6:00 p.m. The school closes only for major holidays: New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day. Any time a holiday falls on a Thursday we will also be closed the Friday immediately following the holiday.

If the school is forced to close because of severe weather, there will be an announcement on radio stations WMIL (FM 106) and WOKY (AM 920) and on television station channel 6. Historically, Downtown Montessori has stayed open in many cases when the public schools were closed.

The school closes promptly at 6:00 p.m. If for any reason a student cannot be picked up by 6:00 p.m., a late fee of \$10.00 will be charged for each 5 minutes (or fraction thereof) the student remains past closing time, payable directly to the teacher who remains past the closing time. Parents must call the center to explain any delays, but the fee will remain. This is important in making staffing arrangements and is also less stressful for your child. If a parent has not called the center or had the child picked up within one hour (7 p. m.), we reserve the right to call the police. Under no circumstances will the center release your child to

an unauthorized or incapacitated person.

### Snacks and Meals

Two snacks are provided by Downtown Montessori during the school day. Parents are asked to provide a bag lunch for the noon meal. Milk and juice are provided as the beverages.

Please provide a lunch that is well-balanced, giving the child simple choices in the basic food groups. It's a long day and even longer for a hungry child. Choose foods you know your child will, eat; save experiments for home! Limiting sweets is a very good idea. Also in choosing foods, keep safety in mind: foods such as hot dogs, lettuce, peanut butter and bread, popcorn, and fruit skins may cause choking among young children.

The meal should include fruits, vegetables, some source of protein, and carbohydrates. Some examples include:

|   |   |   |
|---|---|---|
| <u>Lunch 1:</u> <ul style="list-style-type: none"><li>● Thermos of spaghetti.</li><li>● Bread sticks</li><li>● Carrot sticks</li><li>● Canned peaches</li></ul> | <u>Lunch 2:</u> <ul style="list-style-type: none"><li>● Peanut butter and jelly sandwich</li><li>● Vegetables and dip</li><li>● Apple</li></ul> | <u>Lunch 3:</u> <ul style="list-style-type: none"><li>● Baked beans</li><li>● Cheese sandwich</li><li>● Green salad and dressing</li><li>● Grapes</li></ul> |
|---|---|---|

Extra snacks may be included for late afternoons if you choose. Kids are usually hungry after 5 p.m.

### Field Trips

Field trips will be planned throughout the year. Parents are required to sign a permission slip for each occasion or a single consent for a series of regular supervised excursions. These permission slips will be supplied by the Principal of the school. The school appreciates parents who are able to drive to and from field trips.

### Naps

Children who enroll in the full day Montessori Academy programs are offered an opportunity to nap. Nap time is scheduled for approximately two hours (three hours for children under three) unless parents request otherwise. Naps will be provided in a quiet area which is physically separated from activity which would disrupt a napping or resting child. A child who has completed a nap or rested quietly for 15 minutes will not be required to remain on a cot but will remain in the nap area with a quiet activity. Each child will have their own

sleeping mat.

Parents are requested to provide a sleeping bag each week for children who nap. These must be in a bag that for storage each day. These will be kept at the school and sent home every week (or as needed) for washing. Be sure your child's name is on the sleeping bag as well as the extra clothing and coats, hats and boots.

### Personal Toys

We request that your child keep personal toys at home.

### Clothing

Your child should be dressed comfortably. Avoid clothing that is too good. Some of their work will be messy! LABEL EVERYTHING !!

Be sure to dress your child appropriately for the weather. During winter, we go outside every day. Your child needs boots, mittens, a hat, and snowpants. These can be left at the school during the week.

Please provide one complete change of clothing (shirt, pants, underclothes, and socks) suitable to the season for each child, to be kept at the school in case of spills or other accidents. These should be placed in a zip lock bag with your child's name on it. When your child brings home wet or soiled clothing please replace the spare clothing the next day. If your child has accidents please have more than one complete set of clothing at school. LABEL ALL CLOTHING!!!

### Medical

Children over the age of two are required to have a physical examination every 2 years. A signed copy should be provided to the center each time.

Immunizations must be kept up to date. Children should have a measles shot by the first and fifth birthdays. Failure to do this will require exclusion from Day Care until complete.

Under state regulations, to administer prescription or non prescription medicine, we must have a signed and dated written authorization from the parent on file. Prescription medicine must be in the original container and labeled with the child's name, name of drug, dosage, directions for administering, date, and physician's name. Nonprescription medicine must be labeled with the child's name, dosages, and directions for administering.

## Illnesses

A child suspected of having a communicable disease will be isolated from the other children and the parent or other designated responsible adult will be contacted to pick up the child. Please do not send your child to Downtown Montessori if he or she is sick or shows signs of coming down with an illness that may affect the health of others. State law specifically mentions children with a sore throat, inflammation of the eyes, fever, lice and nits, ringworm of the scalp, rash, vomiting, and diarrhea. Please refer to the state guidelines at the end of this handbook.

## Conferences

There will be conferences twice yearly, generally in October and April. Parents are responsible for signing up for these conferences. You are encouraged to set up conferences with your child's teacher at any time you feel the need.

## Billing Information for Parents

As a City of Milwaukee charter school, Downtown Montessori Academy does not charge tuition to children who qualify under the Wisconsin charter school and Milwaukee ordinance. To qualify, the child must be a city resident at least four years of age at the start of the year.

The academy welcomes other children--those who are too young to qualify or live outside the city. However it must charge tuition for these children.

### **Format of Invoices**

Invoices are normally issued before the beginning of the month (about the 22nd of the preceding month). The invoice shows the detail of how the bill was calculated and the total amount due for the coming month. If there is a balance due or a credit from the current or earlier months, the invoice will normally be accompanied by a separate statement that shows the total balance amount. Please talk to the Principal immediately upon receipt if you believe there is an error in your statement or invoice.

### **Payment of Invoice**

Payment for the month is due on the first day of the month. Payments not received by the 10th of the month will be subject to a \$10 late fee. If payment is not received by the end of the month, children will not be allowed to attend the following month. To avoid this, please

talk to the principal if for some reason your payment will be delayed.

Parents having difficulty making full payment by the start of the month have several options. A semi-monthly payment plan can be arranged by calling the Principal at 562-7225. We also accept MasterCard, VISA, and American Express credit cards. We are set up to accept the vouchers used by some employer "cafeteria" plans.

We have a limited number of scholarships based on need. Those applying must complete a family financial statement. Please see the principal for information.

The second child in a family is entitled to a 15% discount. (Discount figured on least expensive schedule.)

### **Rate Schedule**

Please see the separate rate schedule. This schedule is revised annually at the start of a new school year.

### **Parental Involvement**

Current research, and our experience at Downtown Montessori, shows there is a direct relationship between the degree of parental involvement and how much benefit children get out of a school. Most importantly, involved parents give their children a clear message that their education is important.

Without the active involvement of parents, it is likely that Downtown Montessori would not have survived several of the crises it experienced in the past. But even in normal times when survival is not at stake, parents can bring talents, ideas, and enthusiasm that enrich the educational experience. Parents have accompanied children on field trips, read stories and described their experiences, built shelves, assembled playground equipment, organized publicity and the purchase of sweatshirts, spread wood chips, prepared snacks, and donated equipment, among many recent activities.

We expect all parents to spend at least three hours per year on such activities. Please let us know how you would like to participate. Parents are also encouraged to visit their child's class at least once a year.



## Questions and Answers about Downtown Montessori Academy

### **What is Downtown Montessori Academy?**

It is a "family" of certified Montessori teachers, early childhood teachers, classroom assistants and students and is a facilitator of quality education. It is committed to the Montessori approach to education while incorporating the insights of other education research.

### **What is Montessori?**

Montessori education is both a philosophy of child growth and a rationale for guiding such growth. It is based on a child's developmental needs for freedom within limits, and a carefully prepared environment which guarantees exposure to materials and experiences through which to develop intelligence as well as physical and psychological abilities. Begun in Italy by Dr. Maria Montessori, Montessori education was introduced into the United States in 1912, with one of the early schools established by Alexander Graham Bell in his own home. Montessori education has enjoyed a resurgence of interest in recent years reflecting growing recognition of the validity of its approach.

### **Are Children Free to Do What They Choose in Class?**

Children are free to move about the classroom at will, to talk to others, to work with any equipment whose purpose they understand, and to ask the teacher to introduce new materials to them. They are not free to disturb other children at work or to abuse the equipment that is so important to their development.

### **What Do Teachers Do?**

The teachers work with children individually and in groups, introducing materials and giving guidance where needed. One of the primary tasks of the teacher is careful observation of children in order to determine their needs and to gain the knowledge they need in preparing the environment to aid their growth. Their method of teaching is indirect in that they neither impose upon the children as in direct teaching, nor abandon them as in non-directive, permissive approaches. Rather, they are constantly alert to the direction in which the children have indicated they wish to go, and they actively seek ways to help the children accomplish their goals. The roles of the teacher is to help the children teach themselves through the use of the Montessori materials and attention to the learning environment.

### **What is the Curriculum at Downtown Montessori?**

The child is exposed to a wide range of educational opportunities and activities in the Montessori environment. Areas of discovery include:

### Practical Life

These activities foster order, activity and independence. Through them, the children learn to care for the person, to care for the environment, and develop grace and courtesy in socially related experiences.

### Sensorial Materials

Sensorial materials help the children to refine the use of their senses and enable them to create order and clarity in their sense impression.

### Mathematics

Montessori materials concretely represent quantities in a variety of ways. In the Montessori environment, the children not only see the symbols for numbers but they can also hold each of the corresponding quantities in their hand. Later, by comparing various pieces of Montessori materials, they can demonstrate to themselves the basic operations of arithmetic. This activity gives them the satisfaction of learning by discovery rather than by being told. As a result, they develop an enthusiasm for the world of numbers.

### Language

The development of language begins with speech and progresses into writing and reading. The sandpaper alphabet is used to teach the phonetic sounds. The geometric insets are used to develop the small muscles as a preparation for writing. The moveable alphabet, phonogram board and the grammar boxes are used to teach analysis of sentences.

### Geography

The children's first impressions in geography are sensorial: globes, puzzle maps, flags and geographical land formations enable the children to learn about and become interested in the world in which they live.

### Science

Experiments in botany and zoology are introduced. Nature studies are conducted both in and out of the classroom.

### Art

Classes in art are regularly scheduled under the direction of a trained art teacher. Once the children have been introduced to a particular media, they are free to create within the limits of that media. In addition, art materials are always available in the classroom.

### Music

Classes in music are regularly scheduled under the direction of a trained music teacher. Children are encouraged to express creativity to music through free expression. They learn folk songs and foreign language songs. In addition, they are introduced to a

variety of musical and rhythm instruments.

### Computers

The school has a computer center with IBM compatible and Macintosh computers and a variety of educational software. The children are allowed to use them at various times of day,

### Dance

Many of the children take weekly dance for additional fees.

## **What is the Role of Parents at Downtown Montessori?**

Downtown Montessori parents have traditionally taken a proactive role in planning the school. We encourage parents to drop by to observe anytime the school is in operation. If you wish to discuss your child's progress, we encourage you to call the school's principal, Virginia Flynn at 562-7225. The quiet hours between 12:30 and 2:30 are best for a relaxed discussion.

As discussed in the section on parental involvement. You are encouraged to participate in the classroom activities.

## **Is Academic Achievement All That is Stressed at Downtown Montessori?**

No. Because Downtown Montessori prepares children for the future, a school experience which includes social and cultural and intellectual development is provided in a Montessori environment. Downtown Montessori Academy offers an urban multi-cultural experience. Reading materials and activities draw from a variety of cultural traditions. The Montessori goal is to stimulate the students' innate curiosity and desire to learn. Children with Montessori education are particularly self-motivated in learning new skills and we hope they will apply these skills to learning about themselves and being comfortable with others.

## **Where is Downtown Montessori?**

Downtown Montessori is located just north of downtown Milwaukee across the street from the Schlitz Park office complex and at the base of the Brewers' Hill redevelopment area. It is in delightfully renovated space in the building now known as the Milwaukee Fortress. It is particularly handy to downtown work places.

An interior courtyard provides space for outdoor play equipment, including climbing equipment, swings, a slide, sandboxes, and a playhouse. Because the playground is completely surrounded by the building, it offers unusual security for the children.

## Admission and Enrollment Policies

### I. Admission to the School

#### A. Who is Eligible For Admission?

##### 1. Ages

Children from ages 2½ to 6 are eligible for the Montessori program. They are accepted for admission on a first-come, first-serve basis. Children five and older should have prior Montessori experience.

##### 2. Diversity

We think it is important for children to get to know children from backgrounds other than their own. The school has a racially, ethnically, and economically diverse student body. We encourage applications from all parents who believe their children can benefit from the programs of Downtown Montessori.

#### B. Application Process

To enroll a child at Downtown Montessori Academy, the following materials are needed:

1. A completed enrollment form.
2. The registration fee (refundable if your child enrolls. Please see the fee schedule).
3. A signed parent contract.
4. Immunization records must be submitted at the time of enrollment. A health summary to be completed by the child's physician must be submitted within 30 days of enrollment or within 6 months prior to enrollment.
5. Emergency information card and, for children under 3 years, the special enrollment information sheet. Any special information on an individual child should also be submitted.
6. Additional parent forms and authorizations:
  - a. Medication form
  - b. Field trip permission form
  - c. Health exposure notices

7. Pre-enrollment Conference: Before a child enters the school, the parent has a conference with the teacher and the principal to discuss the program, school procedures, and any special needs of the child.
8. Transportation is the responsibility of the parent. Parents of children age 4 or over may be eligible for transportation subsidies from their school district.

C. Termination of Enrollment: The following is a listing of reasons for termination of a child from the Downtown Montessori Academy:

1. The child has reached the maximum age served by the school.
2. The parent is overdue on payment of fees.
3. The school is unable to meet the needs of the child.
4. The school is not meeting the expectations of the parents.
5. The parents continually disregard the school's rules regarding late pick-up or show disrespect to staff.
6. The parents fail to provide required forms and authorizations.

**Attachment F. Resumes of Educational Leader and Financial  
Manager**

Virginia M Flynn  
1705 Williams Ave  
South Milwaukee, WI 53172

*Education*

- 1957 - 1961 Ursuline Academy, Springfield, Mass. College Prep  
Graduated June 1961
- 1961 - 1964 Marymount College, Tarrytown, New York
- 1964 - 1965 College of Our Lady of The Elms - Chicopee, Mass.  
Graduated June 1965 - Bachelor of Arts  
Philosophy and Psychology
- 1965 - 1966 Sion Hill Montessori Training Center, Blackrock, Ireland  
Graduated June 1966 - Association Montessori International  
Primary Diploma (Ages Three to Six)
- 1996 - Present University of Wisconsin Milwaukee, enrolled in Professional  
Credential for Early Childhood Administrators -

*Professional Experience:*

- 1986 - Present Downtown Montessori School and Child Care Center -
- 1982 - 1985 Academy of Preschool Learning - Head Teacher  
Responsible for the curriculum Planning and Supervision of  
Teachers at different Schools and for Teaching two sessions
- 1976 - 1979 Oakwood Discovery Stages - Pre School Teacher
- 1968 - 1970 Montini Montessori Head Start - Montessori Teacher
- 1966 - 1968 United Migrant Opportunity Center Child Care Center  
Director and Montessori Teacher

Should I include - Memberships - ?

WECA  
AMI

NAMTA  
WCCAA

NAEYC

# Elizabeth M. Sottile, CPA

3237 North Humboldt Boulevard ♦ Milwaukee, WI 53212 ♦ (414) 374-1692

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## **EXPERIENCE**

**October, 1996 - Present      Accountant**

***Downtown Montessori School***

- ♦ Process semi-monthly payroll.
- ♦ Process accounts payable.
- ♦ Maintain student database.
- ♦ Maintain accounts receivable including monthly billing and collection of past due accounts.

**1995 - Present      Accountant-Annual Budget Only**

***Superior Services, Inc.***

- ♦ Responsible for developing Lotus based budget templates for 30+ operating divisions.
- ♦ Import historical data from Great Plains General Ledger to Lotus for each division.
- ♦ Coordinate budget distribution to field accountants and operations staff.
- ♦ Effectively manage budget deadlines between administrative and field operations.
- ♦ Participate in budget review process.
- ♦ Consolidate final budgets and import to Great Plains General Ledger.
- ♦ Provide clear, concise documentation of budget process.

**1995 - Present      Real Estate Salesperson**

***Prudential Preferred Properties***

- ♦ Assist buyers and sellers in the purchasing and selling of real estate.

**1990 - 1995**

***Deluxe Data Systems, Inc.***

**1994 - 1995      Accounting Consultant**

- ♦ Developed and implemented company-wide buy vs. Lease policy to centralize control of financing decisions and effectively manage/improve balance sheet ratios.
- ♦ Negotiated lease terms with equipment vendors and third-party financing companies to optimize cash flow and minimize expense on multi-million dollar equipment acquisitions.
- ♦ Identified and implemented accounting cycle process improvements.
- ♦ Reviewed client contracts for special accounting treatment.



**1990 - 1995**

***Deluxe Data Systems, Inc.***

1992 - 1994

**Senior Accountant**

- ◆ Generated enthusiasm and encouraged team-work to produce meaningful financial information under stringent deadlines.
- ◆ Coordinated workload of staff accountants including full monthly closing cycle, preparation of financial statements in internal and parent company formats, variance analyses, general ledger reconciliations, and year-end reporting requirements including tax package compilation and consolidation of domestic and international operations.
- ◆ Supervised accounts payable and accounts receivable operations.
- ◆ Reviewed performance of staff accountants semi-annually.
- ◆ Assisted in conversion of general ledger system to Dun & Bradstreet Version 3.

**1990 - 1995**

***Deluxe Data Systems, Inc.***

1990 - 1992

**Staff Accountant-High Achiever Award**

- ◆ Prepared GAAP financial statements, quarterly reporting, and annual tax package.
- ◆ Prepared journal entries and monthly general ledger reconciliations.
- ◆ Reviewed revenue/expense variances during monthly closing cycle.

**1985 - 1990**

***East Side Pick 'n Save***

**Training Coordinator/Customer Service Supervisor**

- ◆ Hired employees for high volume grocery retailer.
- ◆ Coordinated training program for customer service related positions.
- ◆ Performed audit procedures and evaluated internal controls for front end operations.
- ◆ Supervised operations of 17 check stands and prepared daily and weekly sales recaps.
- ◆ Schedule staff of 80 cashiers in coordination with projected sales volume.

**1980 - 1984**

***National Savings***

**Customer Service Supervisor-Branch Employee of the Year**

- ◆ Provided work direction to branch office personnel; controlled vault cash.

## ***EDUCATION/LICENSES***

**Bachelor of Business Administration - Accounting**

University of Wisconsin - Milwaukee, 1989

*Maintained full-time employment while attending school full-time.*

*Dean's Honor List.*

**Certified Public Accountant - State of Wisconsin**

**Real Estate Salesperson - State of Wisconsin**

## **Attachment G. Financial Statement of Current Private School**

Attached is the financial statement for Downtown Montessori School for the 1997 calendar year.

**PRACTICAL PROGRAMS, INC.**

**INCOME STATEMENT**

|                           | 1 Month Ended        |                | 12 Months Ended       |               |
|---------------------------|----------------------|----------------|-----------------------|---------------|
|                           | <u>Dec. 31, 1997</u> | <u>Pct</u>     | <u>Dec. 31, 1997</u>  | <u>Pct</u>    |
| <b>INCOME</b>             |                      |                |                       |               |
| Tuition & Child Care      | \$ 19,603.29         | 85.83          | \$ 212,146.06         | 71.45         |
| Tuition - Title 20        | 3,240.36             | 14.19          | 51,171.11             | 17.23         |
| Parental Choice Program   | 0.00                 | 0.00           | 27,918.00             | 9.40          |
| Stay & Play               | 130.75               | 0.57           | 1,100.47              | 0.37          |
| Registration              | 0.00                 | 0.00           | 817.95                | 0.28          |
| Sale of Articles          | (18.00)              | (0.08)         | 1,786.20              | 0.60          |
| Field Trips               | (155.70)             | (0.68)         | 1,311.30              | 0.44          |
| Donations                 | 0.00                 | 0.00           | 200.00                | 0.07          |
| Misc. Income              | 40.00                | 0.18           | 40.00                 | 0.01          |
| Interest Income           | 0.00                 | 0.00           | 444.70                | 0.15          |
|                           | <u>\$ 22,840.70</u>  | <u>100.00</u>  | <u>\$ 296,935.79</u>  | <u>100.00</u> |
| <b>DIRECT COSTS</b>       |                      |                |                       |               |
| Teacher's Wages           | \$ 19,920.34         | 87.21          | \$ 181,040.26         | 60.97         |
| Teaching Materials        | 0.00                 | 0.00           | 6,414.15              | 2.16          |
| Student Activities        | 143.00               | 0.63           | 2,874.66              | 0.97          |
| Classroom Supplies        | 2,021.29             | 8.85           | 14,416.28             | 4.86          |
|                           | <u>22,084.63</u>     | <u>96.69</u>   | <u>204,745.35</u>     | <u>68.95</u>  |
| <b>GROSS PROFIT</b>       | \$ 756.07            | 3.31           | \$ 92,190.44          | 31.05         |
| <b>EXPENSES</b>           |                      |                |                       |               |
| Compensation of Officers  | \$ 0.00              | 0.00           | \$ 10,000.00          | 3.37          |
| Payroll Taxes             | 1,539.25             | 6.74           | 15,489.77             | 5.22          |
| Licenses and Permits      | 0.00                 | 0.00           | 25.00                 | 0.01          |
| Rent                      | 3,400.00             | 14.89          | 40,800.00             | 13.74         |
| Insurance                 | (238.39)             | (1.04)         | 8,960.92              | 3.02          |
| Legal and Accounting      | 110.00               | 0.48           | 3,318.50              | 1.12          |
| Utilities                 | 216.81               | 0.95           | 3,680.30              | 1.24          |
| Telephone                 | 257.17               | 1.13           | 2,006.34              | 0.68          |
| Advertising and Promotion | 523.45               | 2.29           | 6,780.95              | 2.28          |
| Laundry and Cleaning      | 12.99                | 0.06           | 5,916.77              | 1.99          |
| Office Supplies & Expense | 133.95               | 0.59           | 2,761.58              | 0.93          |
| Property Taxes            | 69.36                | 0.30           | 69.36                 | 0.02          |
| Depreciation              | (481.75)             | (2.11)         | 269.00                | 0.09          |
| Bank Charges & Fees       | 6.00                 | 0.03           | 234.08                | 0.08          |
| Meals & Entertainment     | 0.00                 | 0.00           | 278.56                | 0.09          |
| Dues & Subscriptions      | 15.20                | 0.07           | 957.37                | 0.32          |
| Security                  | 0.00                 | 0.00           | 317.52                | 0.11          |
| Education/Training        | 446.25               | 1.95           | 2,692.74              | 0.91          |
| State Income Tax          | 0.00                 | 0.00           | 1,951.76              | 0.66          |
| Miscellaneous Expense     | 550.00               | 2.41           | 978.00                | 0.33          |
|                           | <u>6,560.29</u>      | <u>28.72</u>   | <u>107,488.52</u>     | <u>36.20</u>  |
| <b>NET PROFIT (LOSS)</b>  | \$ <u>(5,804.22)</u> | <u>(25.41)</u> | \$ <u>(15,298.08)</u> | <u>(5.15)</u> |

TENNESSEN ACCOUNTING AND  
TAX SERVICE, INC.  
MILWAUKEE, WISCONSIN

PRACTICAL PROGRAMS, INC.

BALANCE SHEET

Prepared by WN

AS AT December 31, 1997

ASSETS

**CURRENT ASSETS**

|                         |    |                 |
|-------------------------|----|-----------------|
| Cash on Hand            | \$ | 714.57          |
| Checking Account        |    | 3,870.29        |
| Savings Account         |    | 19,056.88       |
| Employee Loans          |    | 5,238.21        |
| Prepaid Fed. Income Tax |    | <u>1,482.00</u> |

TOTAL CURRENT ASSETS \$ 30,361.95

**FIXED ASSETS**

|                           |    |                    |
|---------------------------|----|--------------------|
| Building and Improvements | \$ | 3,804.76           |
| Furniture and Fixtures    |    | 1,503.00           |
| Machinery & Equipment     |    | 27,249.44          |
| Accumulated Depreciation  |    | <u>(29,205.00)</u> |

TOTAL FIXED ASSETS 3,352.20

TOTAL ASSETS \$ 33,714.15

LIABILITIES AND NET WORTH

**CURRENT LIABILITIES**

|                              |                 |
|------------------------------|-----------------|
| Federal Withholding Payable  | (4,588.72)      |
| State Withholding Payable    | (337.96)        |
| Federal Unemployment Payable | 170.40          |
| State Unemployment Payable   | (799.32)        |
| Federal Income Tax Payable   | <u>1,482.00</u> |

TOTAL CURRENT LIABILITIES \$ (4,073.60)

**LONG TERM LIABILITIES**

TOTAL LIABILITIES \$ (4,073.60)

**NET WORTH**

|                            |    |                    |
|----------------------------|----|--------------------|
| Capital Stock              | \$ | 11,089.00          |
| Retained Earnings          |    | 41,996.83          |
| Year to Date Profit (Loss) |    | <u>(15,298.08)</u> |

TOTAL LIABILITIES & NET WORTH \$ 33,714.15

## **Attachment H. Budget**

Attached is the projected budget for the Downtown Montessori Academy. It is based on experience with Downtown Montessori School and contains a number of assumptions.

It is assumed there will be a number of students not qualifying for charter school payments either because they live outside the city or because they are younger than four. It is assumed that four year olds will be counted as 60% of a full time equivalent, similar to the Choice program.

This projection did not incorporate a possible class for 1<sup>st</sup> through 3<sup>rd</sup> graders.

Totals are less than those in attachment E because they do not include child care for one and two year olds, a summer program, or an after-school program.

| Attachment F. Projected Income Statement |           |     |      |                | Sep-Jun |
|--|-----------|-----|------|----------------|---------|
| INCOME                                   | Students  | FTE | Rate | 1998-99        |         |
| Charter: Five Yr Olds                    | 15        | 1   | 6100 | 91,500         |         |
| Charter: Four Yr Olds                    | 15        | 0.6 | 6100 | 54,900         |         |
| Tuition: Five Yr Olds                    | 3         | 1   | 6100 | 18,300         |         |
| Tuition: Under 5                         | 15        | 0.6 | 6100 | 54,900         |         |
| Scholarships                             |           |     |      | (21,960)       |         |
| <b>TOTAL INCOME</b>                      | <b>48</b> |     |      | <b>197,640</b> |         |
| <b>DIRECT COSTS</b>                      |           |     |      |                |         |
| Teacher's Wages                          | 2         |     |      | 52,000         |         |
| Assistants                               | 2         |     |      | 21,600         |         |
| Teaching Materials                       |           |     |      | 4,297          |         |
| Student Activities                       |           |     |      | 1,926          |         |
| Classroom Supplies                       |           |     |      | 9,657          |         |
| <b>TOTAL DIRECT COSTS</b>                |           |     |      | <b>89,480</b>  |         |
| <b>GROSS PROFIT</b>                      |           |     |      | <b>108,160</b> |         |
| Administrative compensation              | 2/3       |     |      | 30,000         |         |
| Rent                                     | 2/3       |     |      | 28,800         |         |
| Taxes and Licenses                       | 2/3       |     |      | 11,674         |         |
| Depreciation                             |           |     |      | 200            |         |
| Advertising                              | 1/3       |     |      | 2,000          |         |
| Employee benefits                        |           |     |      | 2,500          |         |
| Insurance                                | 100%      |     |      | 8,900          |         |
| Legal and Accounting                     | 100%      |     |      | 3,320          |         |
| Utilities                                | 2/3       |     |      | 2,466          |         |
| Telephone                                | 2/3       |     |      | 1,344          |         |
| Laundry and Cleaning                     | 2/3       |     |      | 3,964          |         |
| Office Supplies & Expense                | 2/3       |     |      | 1,851          |         |
| Bank Charges & Fees                      | 2/3       |     |      | 200            |         |
| Dues & Subscriptions                     | 2/3       |     |      | 641            |         |
| Security                                 | 2/3       |     |      | 213            |         |
| Miscellaneous Expense                    |           |     |      | 950            |         |
| <b>TOTAL EXPENSES</b>                    |           |     |      | <b>99,023</b>  |         |
| <b>NET SURPLUS (LOSS)</b>                |           |     |      | <b>9,137</b>   |         |

*Underestimation  
 Accounting  
 Employee benefits  
 include health,  
 dental, payroll taxes*

## **Attachment I. Proof of tenant status**

Attached is the current lease ("First Amendment to Lease) between Downtown Montessori School and the Milwaukee Fortress building.

# FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "FIRST AMENDMENT") made this 18<sup>th</sup> day of June 1996 by and between Richard A. Wiegand and Charles D. Walter, DBA Milwaukee Fortress ("LESSOR") and Practical Programs, Inc., DBA Downtown Montessori School ("LESSEE").

Under date of August 7, 1991, Lessor and Lessee entered into a LEASE (the "Original Lease") for the premises consisting of the portion of the first floor shown on Exhibit A of the Original Lease, located at 1718 N. First St., and contained within the Milwaukee Fortress Building, 100 E. Pleasant St., Milwaukee, Wisconsin 53212. Lessor and Lessee now desire to amend the Original Lease as hereinafter set forth. As used herein the term "LEASE" shall collectively mean the Original Lease and this First Amendment.

In consideration of the mutual terms and conditions herein contained, and other good and valuable consideration, landlord and tenant agree as follows:

1. EXTENSION OF LEASE TERM. Lessor and Lessee hereby acknowledge that the expiration of the Original Lease and the First and Second Renewal Terms set forth therein is July 31, 1996. Notwithstanding the expiration date set forth in the Original Lease for the Second Renewal Term, Lessor and Lessee hereby agree that the Lease term is hereby extended for an additional two years, commencing August 1, 1996. Accordingly, paragraph of the Original Lease entitled "Option for Renewal Terms" shall be amended to contain the following additional provisions:

(d) Lessee having extended the initial term of the Original Lease by the First and Second Renewal Terms, the Lessor and Lessee hereby agree that the Lease shall be extended for a Third Renewal term to extend from August 1, 1996 until July 31, 1998. Annual rent for the Third Renewal Term shall be in the amount of \$40,800.00, payable in equal monthly installments of \$3,400 on the first day of each calendar month of such term.

(e) Lessee shall have the right to exercise an option for a Fourth Renewal Term to extend from August 1, 1998 to July 31, 2000 at an annual rent of ~~\$40,800.00~~, payable at the rate of ~~\$3,400~~ per month. Lessee's intention to exercise this option for a Fourth Renewal Term shall be given in writing no later than June 1, 2000.

(f) If Lessee has exercised its option for a

# 43,200<sup>00</sup>

# 3,600<sup>00</sup>  
BT  
ZAM



Fourth Renewal Term, then Lessee shall have an option to extend the term of this Lease for a Fifth Renewal Term to extend from August 1, 2000 to July 31, 2002. Annual rent during the Fifth Renewal Term shall be ~~\$40,800~~ <sup>\$45,600<sup>00</sup></sup> payable at the rate of ~~\$3,400~~ per month. Lessee's intention to exercise this option for a Fifth Renewal Term shall be given in writing no later than June 1, 2002.

KOM  
B/S/RW  
\$3,800<sup>00</sup>  
w/ cabn  
storage  
room

KOM  
B/S  
cabin  
RW

2. AMENDMENT TO DESCRIPTION TO LEASED PREMISES. In addition to the leased premises described in the Original Lease, and as shown on Exhibit A attached thereto, Lessee shall have access without further charge and the right to store equipment in the ~~balance~~ <sup>vacant</sup> of the first floor space shown as "vacant" in said Exhibit A, and located to the north of the leased premises for the period of this Lease, and any further renewal term or extension thereof.

"storage room"

3. See below

4. REMAINING LEASE TERMS. Except as set forth herein, the Original Lease remains unmodified and in full force and effect.

IN WITNESS WHEREOF, this FIRST AMENDMENT to Lease has been executed as of the date set forth on the first hereof.

MILWAUKEE FORTRESS, LESSOR

By: [Signature]  
Richard A. Wiegard

By: [Signature]  
Charles D. Walter

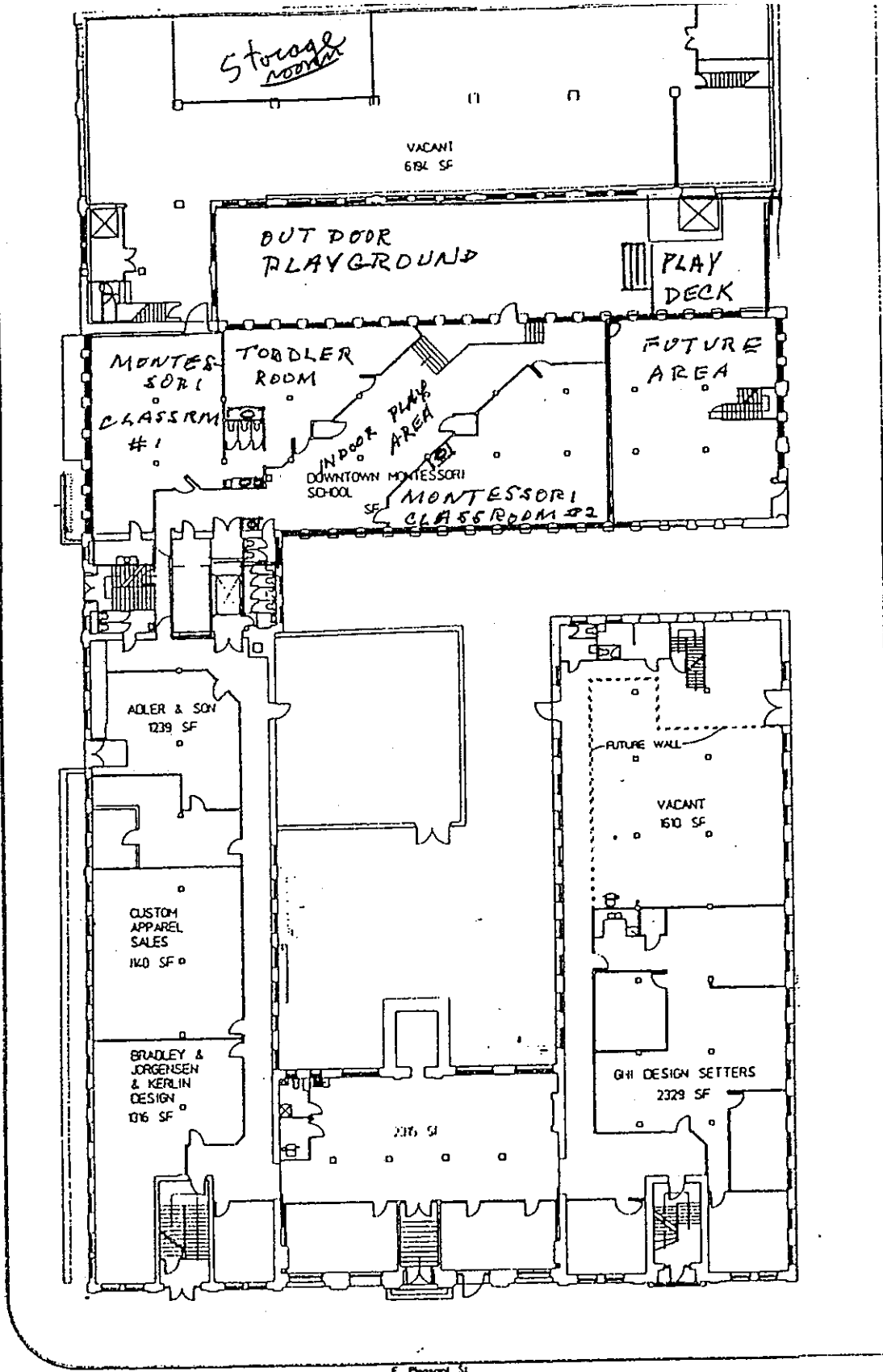
PRACTICAL PROGRAMS, INC., LESSEE

By: [Signature]  
Bruce R. Thompson, President

Attest: [Signature]  
Kathleen Ortman Miller, Secretary

This Document was drafted by:  
Kathleen Ortman Miller, S.C.  
State Bar No. 01012599  
100 East Wisconsin, Suite 1010  
Milwaukee, WI 53202  
(414)272-7227

3. AMENDMENT TO UTILITIES. Lessee shall pay for gas consumed to provide heat to The Premises. The main gas service for the building shall be in Lessor's name. The gas supplied to The Premises shall be sub-metered and billed on a quarterly basis by Lessor to Lessee and Lessee shall reimburse Lessor for the exact cost of gas consumed.



1ST FLOOR PLAN  
 (BASEMENT - NORTH BUILDING 1)

1" = 10'

Milwaukee Fortress Building  
 100 East Pleasant Street  
 Milwaukee, WI 53212

**R E N N E W**  
 architects

EXHIBIT A

## **Attachment J. Occupancy Permit for School Use**

Attached is the current City of Milwaukee occupancy permit.

DEPARTMENT OF BUILDING INSPECTION  
CITY OF MILWAUKEE, WISCONSIN

AUG 5 1989

NO 57103

### CERTIFICATE of OCCUPANCY

ISSUED TO (SAME AS BELOW UNLESS NOTED HERE)

OCCUPANCY LOCATION (SAME AS BELOW UNLESS NOTED HERE)

AREA TO BE OCCUPIED

1718 N. 1st St.

Ground floor - west side of building.

OCCUPANCY USE:

Montessori School and Child Care Center. BOZA REQUIRED/GRANTED #16846.

Expiration 7/27/92

Richard Wiegand &  
Charles Walter  
100 E. Pleasant St.  
Milwaukee, WI 53202

THIS CERTIFICATE IS VALID ONLY IF PAYMENT RECEIVED IN LEGAL TENDER AND A CITY OF MILWAUKEE VALIDATION APPEARS IN BLOCK PROVIDED.

\* OCCUPANCY MUST CONFORM WITH PROVISIONS OF CHAPTERS 200 and 286 OF THE BUILDING AND ZONING CODE OF 1986.  
THIS CERTIFICATE AFFECTS ONLY THE PREMISES USE AND DOES NOT PERMIT THE OCCUPANT TO CONDUCT A LICENSED BUSINESS OR ONE PROHIBITED BY LAW.  
COMMISSIONER OF BUILDING INSPECTION  
CITY OF MILWAUKEE, WI

071889052

1

•100.00

VOID IF NOT VALIDATED HERE

BOZA  
2501  
  
100 children  
1994 expired

## **Attachment K. Certificate of Insurance**

Attached is a letter from Lawrence Rebholz outlining current insurance coverage at Downtown Montessori School and summarizing the availability of the additional coverage required as part of the charter contract. We would purchase the additional coverage if granted a charter.

6300 West Bluemound Road, Milwaukee, WI 53213  
Phone: (414) 258-0440 Fax (414) 258-0525



# Fax

**To:** Bruce Thompson **From:** Lawrence J. Rebholz, CIC

---

**Fax:** ~~272-7317~~ 277-7479 **Pages:** one only

---

**Phone:** **Date:** May 26, 1998

---

**Re:** Insurance Rates-Day Care **CC:**

Urgent     For Review     Please Comment     Please Reply     Please Recycle

• **Comments:** Bruce, In response to the insurance specs that you faxed to our office, the following are rough cost estimates for coverage. These costs assume that a separate legal entity will be insured under separate policies. In reality, we might be able to combine coverage under your existing policies and save money.

| <u>Coverage Type</u>                           | <u>Estimated Cost</u>               |
|--|-------------------------------------|
| Commercial General Liability - 75 students     | \$2,000                             |
| Umbrella                                       | \$2,750                             |
| Fidelity Bond                                  | Unknown - Depends on amount of bond |
| Workers Compensation-\$150,000 teacher payroll | \$834                               |
| Automobile - non-owned                         | \$103                               |
| Educators E&O (or D&O)                         | \$1,200 - \$1,500                   |

I hope this helps you in your quote process. Please get in touch with me as soon as you feel that you will be proceeding with this venture so that I can obtain competitive quotations for you.

Thanks Much  
Lawrence J. Rebholz, CIC

## **Attachment L. Certified Financial Audit or Independent Review**

Attached is a cover letter concerning an audit done of Downtown Montessori School as part of the Parental Private School Choice program.

REILLY, PENNER & BENTON LLP  
CERTIFIED PUBLIC ACCOUNTANTS

MICHAEL M. PENNER  
RICHARD A. RAYMAKER  
STEVEN C. BARNEY  
STEVEN R. VOLZ  
DANIEL R. BROPHY  
THOMAS C. WIELAND  
MICHAEL W. VAN WAGENEN

JOHN E. REILLY - 1908-1945  
CARL PENNER - 1913-1970  
CLARENCE H. BENTON - 1919-1979

INDEPENDENT AUDITORS' REPORT ON THE PARENTAL PRIVATE SCHOOL  
CHOICE PROGRAM FINANCIAL INFORMATION REPORT TO  
THE WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION  
For the Year Ended June 30, 1997

Board of Directors  
Downtown Montessori School and Child Care Center  
Milwaukee, Wisconsin

We have audited the accompanying Parental Private School Choice Program Financial Information Report "Financial Report" to The Wisconsin Department of Public Instruction of Downtown Montessori School and Child Care Center for the year ended June 30, 1997. The Financial Report was prepared in accordance with requirements established by the Wisconsin Department of Public Instruction and is not intended to present financial position or results of operation in accordance with generally accepted accounting principles. The Financial Report is the responsibility of the management of Downtown Montessori School and Child Care Center. Our responsibility is to express an opinion on the Financial Report based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and the requirements of the Wisconsin Administrative Code Chapter PI35, "Parental Private School Choice Program." Those standards and PI35 require that we plan and perform the audit to obtain reasonable assurance about whether the Parental Private School Choice Program Financial Information Report is free from material misstatement, and that the pupil cost and any adjustment payment due to or from Downtown Montessori School and Child Care Center for its participation in the Private School Choice Program for the year ended June 30 1997 is fairly presented. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Parental Private School Choice Program Financial Information Report. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall report presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Financial Report referred to above presents fairly, in all material respects, the per pupil cost of Downtown Montessori School and Child Care Center and any adjustment payment due from (due to) school for its participation in the Parental Private School Choice Program for the year ended June 30, 1997 in accordance with requirements established by the Wisconsin Department of Public Instruction.

This report is intended for the information and use of the management of Downtown Montessori School and Child Care Center and the Wisconsin Department of Public Instruction. However, this report is a matter of public record upon acceptance by the Wisconsin Department of Public Instruction and its distribution is not limited.

*Reilly Penner & Benton*  
*hlp*

September 4, 1997



REILLY, PENNER & BENTON LLP  
CERTIFIED PUBLIC ACCOUNTANTS

MICHAEL M. PENNER  
RICHARD A. RAYMAKER  
STEVEN C. BARNEY  
STEVEN R. VOLZ  
DANIEL R. BROPKY  
THOMAS G. WIELAND  
MICHAEL W. VAN WAGENEN

JOHN E. REILLY · 1908-1945  
CARL PENNER · 1913-1970  
CLARENCE H. BENTON · 1919-1979

INDEPENDENT AUDITORS' REPORT

Board of Directors  
Downtown Montessori School and Child Care Center  
Milwaukee, Wisconsin

We have audited the Parental Private School Choice Program Financial Information Report of Downtown Montessori School and Child Care Center for the year ended June 30, 1997, and have issued our report thereon dated September 4, 1997. In connection with our audit, we examined the September 20, 1996 and January 10, 1997 pupil counts reported by the school to the Wisconsin Department of Public Instruction "WDPI." We found all pupils identified by the WDPI as participating in the Parental Choice Program to be eligible.

The WDPI considers pupil information to be confidential under both state (Sec. 118.125(2), Wisconsin Statutes), and federal law, 20 USC 1232g (Family Education Rights and Privacy Act, FERPA) and its implementing regulations, 34 CFR 99.31 (a)(9). Any information with individual pupil names should not be released to the public. If you have questions, you may wish to consult with the school's legal counsel.

*Reilly Penner & Benton  
LLP*

September 4, 1997

## **Attachment M. Certification**

Attached is the certification (Section III of the instructions).

### SECTION III. CERTIFICATION

Charter schools must abide by the following provisions of state law and the policy of the City of Milwaukee (open records for contractors with city, background checks).

Please read the following list carefully. Initial each section of the list to certify that you understand these requirements and that the school will honor them. Please sign and date the certification in the space provided and return this section with your application.

KOM

I certify that the school named in this application will not charge tuition to charter students. (Schools may charge tuition for students not eligible for charter status. Charter schools may accept students under other programs for tuition payment such as the Milwaukee Parental Choice Program. However, schools may not receive tuition payments for students from more than one program. Schools may also charge reasonable fees for such items as field trips or extracurricular activities.)

KOM

I certify that the school named in this application will abide by statutory eligibility requirements in determining who is a charter student. State statutes provide students must meet the following tests. The student is a city resident and, in the previous year, the student either: 1) was enrolled in Milwaukee Public Schools; 2) was attending a private school under section 119.23, the Milwaukee Parental Choice Program; 3) was enrolled in four-year-old kindergarten to grade three in a private school not participating in the choice program; 4) was not enrolled in school; or 5) was enrolled in a charter school. Please note that a student who attended pre-school at a level lower than four-year-old kindergarten qualifies as a student who was not enrolled in school.

KOM

I certify that the school named in this application will administer required state examinations. (State law requires charter school to administer the state's examinations for fourth, eighth and tenth graders.)

KOM

I certify that the school named in this application is nonsectarian.

KOM

I certify that the school named in this application will not discriminate in its admission policies or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.

KOM

I certify that the school named in this application serves at-risk students or, if it does not now serve at-risk students, will serve at-risk students who apply and meet other admission requirements. (State statutes define at-risk students to include students in grades 5 - 12 who are one or more years behind their age group in the number of high school credits attained, or two or more years behind their age group in basic skills levels and are also one or more of the following: dropouts; habitual truants; parents; or adjudicated delinquents.)

KOM

I certify that the school named in this application will abide by health and safety codes that apply to public schools, including immunization requirements.

KOM

I certify that the school named in this application is located in the City of Milwaukee.

KOM I certify that the applicant is not a for-profit entity.

KOM I certify that the school named in this application will abide by city requirements for access to records of a contractor with the city.

KOM I certify that the school named in this application has conducted criminal background checks on current employees and volunteers and will conduct criminal background checks on all new employees and The school will assign only those employees and volunteers who, in the judgment of the school have nothing in their background, including but not limited to pending charges or conviction of criminal offenses, which would render them unfit to work or otherwise have contact with the school's students and employees.

KOM I certify that the school named in this application will submit the annual report required by contract, including an annual financial audit, to the sponsor by the date established in the contract.

KOM I certify that I understand that the award of a charter school contract is contingent upon receipt of an occupancy certificate for school use from the City of Milwaukee Department of Building Inspection.

I hereby certify that I agree to abide by the requirements above and understand that failure to do so may result in revocation of the charter.

Kathleen D. Miller, Secretary  
Signature of applicant

5.28.98  
Date