

# Valerie D. Benton

3109 W. McKinley Boulevard  
Milwaukee, Wisconsin 53208  
Phone (414) 305-2563 e-mail: [vbenton@wi.rr.com](mailto:vbenton@wi.rr.com)

## OBJECTIVE

To provide high school students a charter high school that focuses on a rigorous curriculum in the arts and college.

## QUALIFICATIONS

- Educational Administration
- Entrepreneur & Business Owner
- Operational, staff, & fiscal management
- Finances & Operations
- Personnel management
- Overseeing, planning, implementing curriculum
- Budgeting
- Managing teaching and supportive staff
- Working collaboratively with administration
- Developing and maintaining long-term partnerships with community based organizations
- Analyzing and interpreting data

## PROFESSIONAL EXPERIENCE

### MTL- Math & Math Teacher Leader

**Alcott Elementary School** Milwaukee, WI 2010- Present

- Improve and increase student academic achievement and performance
- Works with the Principal or School Leader to develop classroom visitation and support schedules and develop professional development opportunities that are aligned to the strategies identified in the School Improvement Plan.
- Supports the professional development of teachers and school leaders by regularly observing classroom instruction, in-class modeling, engaging in conversations, and providing feedback on classroom practice following the "push-in" model of classroom support for teachers and students.
- Facilitates math professional development for school staff
- member of the Learning Team and regularly leads math discussions
- Assists the Literacy Coach with literacy strategies related to mathematics

### Founder & Director

**Northern Star School** Milwaukee, WI 2002 - 2010

- Manage daily business operations
- Provide daily instruction to students in grades 6<sup>th</sup> thru 9<sup>th</sup> (includes special ed)
- Work collaboratively with parents, administration, and community organizations
- Improve and increase at-risk student academic achievement and performance
- Provide and assist with resources and referrals for both students and parents
- Lead and facilitate in Collaborative Planning and Learning Team Meetings
- Develop personnel, parent/student handbooks, crises plan
- Maintain special education compliance
- Prepare numerous reports for financial, compliance, and performance audits
- Conducting conferences with parents and other support staff
- Implement state and system policies and procedures;
- Supported and encouraged innovative strategies and the incorporation of new technology into teaching and learning activities
- Ensured that state allocated media funds were spend according to state law

- Continuously improve the school instructional program
- Create a shared vision within the school

#### **Lead Teacher**

**Walker Middle School** Milwaukee, WI 1999 - 2002

- Regularly under fill for assistant principals
- Main under fill duties were related to student disciplinary issues
- Obligations included both teaching and under filling

#### **Teacher**

**Walker Middle School** Milwaukee, WI 1993-2002

- Math and Social Studies instruction to students in grades 6<sup>th</sup> thru 8<sup>th</sup>.
- Coordinator and school activity leader
- Worked specifically with the at-risk student population

## **EDUCATION**

#### **Masters in Educational Administration**

Marian College Fond Du Lac, WI 1999 - 2000

Professional Educator

University of Wisconsin-Milwaukee Milwaukee, WI 1991- 1993

#### **Bachelor of Science**

School of Social Welfare

University of Wisconsin-Milwaukee Milwaukee, WI 1986 – 1991

# **Valerie Benton-Davis**

## **BIO**

The mission of Janus College Preparatory & Arts Academies, Inc. is to prepare students academically and technically so that they can participate in our global economy, successfully, by providing an academically rigorous college focused curriculum. We provide a curriculum that encourages applying knowledge and skills towards a career and not just a job. The vision is to provide an educational high school program that provides a rigor that helps close the achievement gap that exists between our students demographically - opportunities designed to prepare students for college and a career.

The founder, Valerie Benton, is seeking authority to operate JCPAA based on the strong connections and relationships she has with students, parents, and various individuals and organizations in the city of Milwaukee. Ms. Benton is strongly committed and dedicated to educating and advocating for the children and students that live in our community. She has been advocate for children and their educational rights for the last twenty years.

Valerie Benton received a Bachelors of Science in Social Welfare in 1991 with a minor in Sociology from the University of Wisconsin-Milwaukee. In 1993, she completed the required credits to earn a Professional Educator License through the University of Wisconsin-Milwaukee, School of Education teacher certification program. In 2000, Ms. Benton completed the Masters in Educational Administration and Principal Licensure Program at Marian College.

For the last twenty years, she has educated, mentored, and assisted urban youth that live in a variety of neighborhoods in the Milwaukee area. In August of 2002, she took her experience and education and founded a charter school called Northern Star. Northern Star School was created to help educate and service at-risk students, specifically, teen mothers. The mission of the school was to provide students with a rigorous academic program that included lifelong learning skills, hands-on advanced technology, and access to community and business resources.

As the director of Northern Star, responsibilities included managing educational policies, curriculum and programming while also managing the school's day-to-day instructional operations. Operating in an environment that was safe and conducive to learning, while meeting the school's mission. Essential job functions included supervising the instructional programming of the school, establishing and coordinating teams to review, evaluate, select and/or develop curriculum, managing the instructional staff, providing opportunities for professional development, and supervising the administration of state required assessments and other mandates.

Ms. Benton has worked collaboratively with parents and the community and has developed numerous partnerships with community-based organizations and political leaders of the Milwaukee community over the last eight years. She has been featured in the Milwaukee Journal Sentinel highlighting her students and Northern Star School, received a Teacher of the Year Award in 2009 by Learning For Life in recognition of her school initiative efforts, and has been a guest on radio station WMCS-1290 providing information and educating the public about her school initiatives.

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## **References**

Dr. Robert Pavlik  
Executive Director  
Institute for the Transformation of Learning  
750 N. 18<sup>th</sup> Street Suite 130  
Milwaukee, WI 53233  
(414) 288-5775

Janie Hatton  
Marquette University  
750 N. 18<sup>th</sup> Street  
Milwaukee, WI 53233  
(414)531-0303

Norma Madison  
Parenting Program Coordinator  
Milwaukee Urban League  
435 W. North Avenue  
Milwaukee, WI 53212  
(414) 374-5850 ext 131

# United Tax Service

*"Your Financial Solutions Partner"*

Email: [lsswift@unitedtaxservice.biz](mailto:lsswift@unitedtaxservice.biz)

[www.unitedtaxservice.biz](http://www.unitedtaxservice.biz)

Corporate Office:  
4201 West Fond Du Lac Avenue  
Milwaukee, WI 53216  
Tel: 414-871-1040  
Fax: 414-871-2419

8233 W. Brown Deer Road  
Milwaukee, WI 53223  
Tel: 414-355-0990  
Fax: 414-355-8880

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## **Company Fact Sheet**

### **Who We Are**

United Tax Service provides quality income tax, payroll, accounting, audit, and consulting services to individuals, businesses and non-profit organizations. We are a full service tax and public accounting firm. Our organization is a one-stop shop for all your financial business needs.

### **Mission**

To perform our services with excellence to earn our customers' trust and to build long-term relationships.

### **Core Accounting Services**

- General Accounting Services and Compilation of Financial Statements
- Bookkeeping
- Audits (Financial / Operational / Compliance)
- Internal Control and Risk Assessments (Financial / Operational / Program)
- Sarbanes-Oxley Compliance
- Small Business Consulting and Seminars
- Payroll Processing and Administration

### **Core Tax Services**

- Tax Preparation (individual, small business and non-profit)
- Electronic Tax Filings
- Calculation and Electronic Submission of Quarterly Estimated Tax Payments

### **Values**

- **Customers** - Our customers come first. Our passion is to serve them. Their success is our success.
- **Quality** - Best practices and strong internal controls are imbedded in all of our business processes.
- **Community** – We will be a responsible corporate citizen. We will create jobs, sponsor education requests, and support other causes that will make the community a better and safer place for everyone.

### **Founder**

- United Tax Service, LLC was founded by Linda A. Swift, CPA.

### **Professional Experience**

- **Linda A. Swift, CPA**, President & CEO, has a BS Degree in Accounting from Marquette University and over 30 years of accounting experience from Fortune 500 and 1000 companies. She is skilled in all areas of accounting including: tax preparation, general accounting, audit, risk assessment, asset based lending, revenue accounting, cash management, accounts payable, accounts receivable, collections, fixed asset accounting, billing, etc. She is a sought after speaker on fiscal policies and sound business practices by small businesses, government entities, and non-profit organizations. Linda is a freelance writer. Her articles can be found periodically in the Milwaukee Times and The Community Journal.

## **CONFIDENTIAL**

**Linda A. Swift, CPA**

Email: [ls swift@unitedtaxservice.biz](mailto:ls swift@unitedtaxservice.biz)

**Career Objective:** To own an accounting and tax preparation business.

**Work Experience:** **United Tax Service, LLC – Milwaukee, Wisconsin, 53216; Robinson-Swift CPAs & Associates; United Payroll Service, LLC**

**9/04 to Present**

**President and CEO:**

- Owner and founder of United Tax Service (UTS), Robinson Swift, CPAs & Associates, and United Payroll (Divisions of United Tax Service)
- Oversee development of UTS including expanding sales and increasing the client base.
- Provide tax preparation, bookkeeping, accounting, payroll, and auditing services to individuals, businesses, non-profit and government organizations.
- Conduct seminars and provide consulting services relating to sound business practices, accounting, internal controls, and tax planning, to individuals, businesses, government agencies, and non-profit organizations.
- Provide outsourced CFO services to organizations on a contract basis.

**Company Confidential – Brown Deer, Wisconsin, 53223**

**5/99 to 3/05**

**Financial Accounting Manager – Revenue Management**

- Managed a department of 15 Financial Accountants and Analysts.
- Was responsible for effectively managing the revenue process consisting of: contract administration, billing, accounts receivable, collections, posting revenue amounts to the correct general ledger accounts, and performing month-over-month revenue variance analysis.
- Generated approximately \$50M in invoices each month to over 2,800 clients and ensured contract terms were properly set-up in the various billing systems in efforts to generate accurate invoices to clients and to record the correct revenue in the general ledger each month.
- Created the company's first Collection Department in November 2002, reducing DSO to an average of 28.3 days from 36.0 days.
- Designed and published the monthly Accounts Receivable and Credit/Write-off Report to Executive and Senior management and provided explanations for changes in DSO and past due receivables 60+ days old.
- Implemented effective collection procedures to ensure timely remittance of payments from clients and to improve the quality of the organization's balance sheet.

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- Monitored and evaluated the adequacy and effectiveness of internal controls over the revenue process to timely detect, prevent, or correct errors to ensure compliance with Sarbanes-Oxley legislation and company policy.
- Established policies and procedures to ensure an efficient and effective revenue process. Trained staff on generally accepted accounting principals as deemed appropriate.
- Liaison to internal and external auditors on the company's revenue process.
- Met monthly with the CFO and/or the President of the company to review the monthly financial statements pertaining to Revenue.

**09/95 to 05/99**

**Manager – Fixed Assets and Cash Management (1/98 – 5/99)**

**Supervisor – Fixed Assets and Cash Management (6/96 – 12/97)**

**Financial Accountant II (9/95 – 5/96):**

- Managed a staff of four accountants and approximately \$100M in fixed assets.
- Was responsible for ensuring that the organization's investment in fixed assets were properly capitalized or expensed in accordance to GAAP or company policy.
- Filed personal property tax returns to the various state municipalities through-out the United States, including conducting research and writing proposals to state authorities requesting adjustments to the net book value of computer assets due to accelerated obsolesce and consequently a reduction in the company's personal property tax obligation.
- Managed the organization's cash function including projecting funding needs for day-to-day operations or paying down debt as deemed appropriate.
- Implemented effective cash management procedures which resulted in paying-off the company's \$60M line of credit for the first time in the organization's history.
- Developed and implemented the company's first investment program to ensure optimal utilization of excess cash resulting in approximately \$100K annually in interest income.
- Met monthly with the CFO and/or the President of the company to review the monthly balance sheet and fixed assets of the company pertaining to its cash position and fixed assets.

**Company Confidential – Milwaukee, Wisconsin, 53201**

**10/94 – 9/95**

**Commercial Credit Analyst:**

- Analyzed the financial stability of existing and prospective commercial customers with sales of \$5M+, including analysis of cash flow, financial trends, interpreting financial ratios, and calculating collateral coverage.

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- Performed comparative financial statement analysis of commercial customers and explained in a written format the changes in performance relative to company operations and external market forces.
- Conducted industry evaluations to determine current and future market conditions.
- Selected by the Chairman and CEO of the company and the First Vice President and Director of Human Resources, to serve on the newly formed Diversity Council to help develop the strategic plan for managing diversity at the bank.

03/94 to 09/94

### **Sabbatical**

#### **Company Confidential – Milwaukee, Wisconsin, 53201**

11/93 to 02/94

#### **Financial Taskforce – Finance Department:**

- Worked with a cross-functional team and made recommendations on the structure and staffing levels for the newly formed Finance Department.
- Identified responsibilities along with other members of the taskforce to be streamlined in the Finance Department in order to improve the company's efficiency and to save money.

09/86 to 10/93

#### **Internal Auditor – Internal Audit Department:**

- Performed more difficult financial and operational audits to assist members of management in the effective discharge of their responsibilities by furnishing them with written analyses, appraisals, recommendations, and pertinent comments concerning the activities and internal controls reviewed.
- Evaluated energy and other programs to ascertain whether they were being carried out as planned and if results were consistent with established objectives and goals.
- Drafted the audit report, executive summary, and closing report to the CEO of the company after the completion of an audit.
- Assisted the company's public accountants in their year-end evaluation and testing of the company's operations for purposes of the external accountant expressing an opinion on the company's financial statements and compliance with GAAP.

12/79 to 09/86

#### **Senior Analyst – Plant Accounting Division:**

- Determined the cost of constructed units of property for purposes of capitalization and depreciation.
- Determined whether proposed construction expenditures constituted expense or capital or both for purposes of budget preparation and authorization.
- Analyzed the appropriateness of charges to work orders and/or retirement orders. Where charges appeared inappropriate, conducted investigations including field investigations, consultation with engineers, crew foremen,



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service center analysts, and administrative personnel to resolve discrepancies. Where appropriate, made the necessary corrections.

- Worked in the Accounts Payable Department as needed to reduce the backlog in processing invoices for payment and resolving payment issues with vendors.
- Explained Plant Accounting records, policies and procedures to regulatory personnel, independent auditors and employees in other departments at Wisconsin Electric.
- Trained new Junior Analysts in policies and work procedures. Reviewed completed work and explained inconsistencies and directed the necessary adjustments.

**01/74 to 12/79**

**Other Positions Held:**

- Junior Analyst – Plant Accounting Division (01/79 to 12/79); Night Control Clerk (11/75 to 12/78); Key punch Operator (01/74 to 11/75).

**Education:**

**Marquette University – Bachelors of Science Degree in Accounting (05/86).**



## Long Range Business Plan

Attachment F

F

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## **Long Term Plan-Budget -Financial/Business Plans Narrative**

### **About The School**

Janus College Preparatory & Arts Academies, Inc., located in Milwaukee, Wisconsin, will serve a diverse population of urban students under a charter granted by the City of Milwaukee.

The estimated operating budgets list revenues by source (e.g., state general-purpose aid, state and federal categorical programs revenue, grants, earned income, etc.) while expenditures are shown by object (e.g., salaries, benefits, books, rent, utilities, etc.).

The following narrative highlights the major assumptions and features of the Janus College Preparatory & Arts Academies, Inc. budget and explains its major features.

### **Revenues**

One obvious feature of this planning budget is the fact that it is actually three budgets. It shows anticipated revenues and expenditures assuming three different levels of enrollment: 50, 75 and 100 students (see attached budgets). Under the budget assumptions shown in this school's planning budget, the school would need to serve between 50 and 100 students in order to be viable because the school would breakeven at 50, 75 and 100 students. We project that there would be a surplus with 100 students.

### **Expenditures**

The expenses listed in the budget are a combined reflection of the school's design principles and the fiscal realities of operating a charter school. This school places a relatively heavy emphasis on school operations specifically to support the STEM, arts, and college prep curriculum.

JCPAA's budget focuses the majority of its funds on staff, but does so in keeping with the school's design principles. For starters, the school has an unusually long work year, due in large part to the year-round concept and extensive investment in many days of common staff planning time.

Staff benefits are also a major expense and the budget assumptions underlying the figures are shown on and are reflected in total on the budget. They include federal Social Security and Medicaid (FICA) taxes, SUTA (Stat Unemployment tax, workers compensation insurance and other payroll costs, and health, life, and disability per employee, and retirement at 10% of salaries. JCPAA will hire a "School Lead"/ principal to be accountable for the day-to-day functions of the school as part of the staff.

JCPAA pays a very large proportion of its operating budget toward facilities lease costs. Fortunately, the proposed unique facilities at the Shops of Grand Avenue Mall will generate possible revenue. This location, combined with the fact that the school will grow to fill the leased site, will greatly enhance the school's budgetary position in 2015.

The school also spends relatively heavily on student transportation to ensure that all students have proper transportation sources to keep attendance rate high.

- \* Expenditure Assumptions
- \* Enrollment and staffing are projected to remain constant
- \* Total salary costs are projected to increase 4.0% per year
- \* Benefit and utility costs are expected to increase 10% per year
- \* Service cost increases are estimated at 7% per year
- \* Special education tuition costs are projected to increase 10% per year
- \* Expendable material and equipment cost increases are held at 5% per year

### **Expenditures Budget Lines & Explanations**

The expenditures classified as instructional will include expenditures for those activities dealing directly with the interaction between teachers and students. Teaching may be provided for students in a school classroom. Included here are the activities of aides or classroom assistance of any type.

### **Salaries of Teachers**

The salaries for all teaching services delivered to students, including the services of full-time, summer and substitute teachers. If teachers are sharing responsibilities between teaching assignments and administrative or support assignments, their salaries should be prorated based on the time spent on each major assignment whether teaching, administrative or support.

Other Salaries for Instruction & non-instruction – Instructional/Safety Aids /  
Paraprofessional/Secretary

The salaries for any assistants or aides instructional staff.

### **Purchased Professional and Technical Services**

Services which, by their nature, can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of assembly speakers and standardized specific subject exams.

### **Other Purchased Services**

Amounts paid for property services or other services rendered by organizations or personnel not on the payroll of the charter school (separate from professional and technical services). While product may or may not result from the transaction, the primary reason for the purchase is the services provided. Included is the rental of equipment for instructional use.

## **General Supplies**

Expenditures for all classroom supplies other than textbooks, including freight and cartage. Includes test protocols, chalk, paper, pencils, periodicals, etc.

## **Textbooks**

Expenditures for textbooks furnished free to pupils, binding and other textbook repairs and freight cartage of textbooks. Expenditures for books used in the classroom not meeting this definition are included in general supplies.

## **Expenditures-Administrative**

The expenditures in this area of the budget include the following: general/school administration, business/central services and improvement of instruction services. Total general/school administration includes the costs associated with the activities concerned with establishing and administering policy for operating the charter school.

Business services include costs for such services as budgeting services, receiving and disbursing services, financial/property accounting, payroll, inventory control, managing funds, purchasing services, printing, publishing and duplicating services.

Central services include activities such as research and development, planning, evaluation, information services, data processing services and staff services. Services related to improvement of instruction include the costs associated with the assistance of instructional staff in planning, developing and evaluating the process of providing learning experiences for students.

The combined total of administrative and support expenditures cannot be greater than 40 percent of total general fund expenditures.

## **Salaries of Administration**

The salaries for all positions, with the exception of secretarial and clerical assistants, as described under Administration Expenses. If the personnel in these positions are sharing responsibilities between administrative assignments and teaching or support assignments, their salaries should be prorated based on the time spent on each major assignment whether teaching, administrative or support.

## **Salaries of Secretarial/Clerical Assistants**

The salaries for all secretarial and clerical assistants, as described under Administration Expense.

## **Total Benefit Costs**

Expenses paid by the charter school on behalf of all employees; these amounts are not included in the gross salary but are in addition to that amount. Included in this category is group and health, . TPAF (Teachers Pension and Annuity Fund) Social Security and pension costs will be by the state on behalf of the charter school. TPAF Social Security will be on a reimbursement basis by the State; therefore, this should be considered in the cash disbursements in the Cash Flow Schedule.

## **Purchased Professional/Technical Services (Contracts)**

Services that are not performed by an employee of the charter school but rather purchased as it relates specifically to administration. Some examples are purchased services for areas such as business support services for budgeting and payroll, financial accounting, outside auditors, curriculum developers, legal services and fine and performing art consultants.

## **Other Purchased Services**

Amounts paid for property services or other services rendered by organizations or personnel not on the payroll of the charter school (separate from professional and technical services). Included is the rental of equipment (exclusive of communications/equipment), staff travel for administration and management fees.

## **Communications/Telephone**

Expenditures for telephone and communication services including the rental of equipment. Also included here are the expenses for postage equipment rental and postage.

## **Supplies and Materials**

Amounts paid for material items relating to administration of an expendable nature that are consumed, worn out or deteriorated by use.

## **Miscellaneous Expense**

Amounts paid for administrative goods and services not classified elsewhere.

## **Expenditures-Supportive Services**

Costs associated with the activities related to assisting the instructional staff with the content and process of providing learning experiences and other costs associated with daily operations of the charter school.

The major functions will include attendance/social work services, health/personnel services, arts services, guidance services, child study teams, educational media/school library, operations and maintenance of plant services, transportation services for field or athletic trips provided directly by the charter school, food services programs and board-sponsored athletics and co-curricular activities.

### **Salaries of Support Services**

Salaries for services rendered. If the personnel in these positions are sharing responsibilities between support assignments and teaching or administrative assignments as defined on the subsequent pages, their salaries should be prorated based on the time spent on each major assignment whether teaching, administrative or support.

#### **Purchased Professional/Technical Staff (Consultants)**

- Services that are not performed by an employee of the charter school but purchased as it relates specifically to support services.

### **Other Purchased Services**

- Amounts paid for property services or other services rendered by organizations or personnel not on the payroll of the charter school (separate from professional and technical services). Included is the rental of equipment for support services use and cleaning, repair and maintenance services by non-charter school employees.

### **Rent of Land and Buildings**

- The cost to rent buildings or facilities used by the charter school.  
Insurance for Property, Liability and Fidelity

- Expenditures for all types of insurance coverage other than fringe benefits for employees and administrative-related insurance, which are reported under Administrative Expenses.  
Student Transportation

- The cost of transportation services for students attending the charter school. No other transportation costs are to be included in charter school's general fund budget.

### **Energy Costs**

- The cost of utilities; for example, heat, electricity and air conditioning.

### **Miscellaneous Expenditures**

- Amounts paid for goods or services related to support services not properly classified elsewhere.

### **After School & Summer Programs, and Students Scholarships.**

Instructional Equipment

- Expenditures for the initial, additional and replacement of instructional furniture and equipment. Instructional furniture and equipment is that which is purchased for use by pupils and instructional staff in instruction programs.

### **Non-Instructional Equipment**

- Expenditures for the initial, additional and replacement of non-instructional furniture and equipment. Non instructional furniture and equipment is that which is purchased for use by either administrative or support services and serve no direct instructional benefit to the students (for example, computer hardware for the business office).

In general, our Principal's payroll-reduction priorities will be as follows:

1. Elimination of non-instructional positions, including senior administrators, as needed, then filling these positions, where feasible, with volunteers.
2. Elimination of non-core instructional positions, as needed; and third, reduction of salaries across-the board, 5%–15%, if the previous two steps have yet to bring the budget into alignment, as specified in the preceding bullet point.

While our School Head will propose the payroll cuts and other reductions, this proposal must receive whole-Board simple-majority support prior to implementation.

We will not reduce marketing expenditures. If any area should receive increased funding under contingency-plan circumstances, this is the area. We will make sure all of our constituencies, current and prospective; understand that we will protect our school's ability to deliver its core mission. All parties must understand this.

### **Revenue Shortfall**

The revenue shortfall and the steps taken to deal with that shortfall will result in a strategic analysis of actual budgets to cut cost were necessary, evaluation of fundraising efforts, and strategic planning on grant writing and fund development. We will also analyze our marketing tactics and redevelop a new marketing campaign for new enrollment.

### **Target Population Segment Strategy**

The average age of at risk 8th grade students is 15. The average age of at risk 9th grade students is 16; however, they range in age from 15 to 18 and most with few to no credits. When compared to their middle class peers, whether local, district, state, or even nationally, both grade levels are 2 or more years behind.



- Over 75% of at risk students have previously demonstrated poor school attendance and/or had dropped out of the system. Too many of our students live in foster or group home situations, are living with their grandparent or other family members, living independently, or are “homeless”.
- 90% of Milwaukee's students are eligible for free or reduced lunch.

JCPAA is not in a position to serve the needs of every at risk student in our Milwaukee community. We can however, start and focus on one geographic location. Centering on this location will allow us to focus all of our energies in one place and intervene in the lives of both students and their community. Our target areas in Milwaukee are: 53210, 53205, 53208 and 53212.

Each partner of JCPAA has minimally ten years' experience working with inner city youth, each with a unique insight into urban education and curriculum development. Targeting this underserved population fits perfectly with the specialized skills each partner brings to the organization. Every student has family members or a social network; this leads to built-in awareness of JCPAA programs.

In addition, the Milwaukee inner city community is close-knit. Any company that successfully serves members of that population will be placed in a prime position for significant referral.

### **Competition and Service Needs Patterns**

Educational programs and services are sold mainly by reputation and word of mouth. Existing relationships and proven experience are the two most crucial factors in creating a competitive edge.

While there are many established charter schools here, inner-city youth will choose our school because we cater to their specific growth, academic, and developmental needs. We look toward students and families trying to rise above their poverty.

While organization's reputation takes time to grow, word of mouth will be our strongest source of recruiting new students. Each of our founding partners comes with a solid personal reputation that will be emphasized in our initial marketing literature. In addition, we will host bi-monthly free art exhibits and performances as a means of introducing ourselves to the local community and by demonstrating our core competencies.

Following our initial push to achieve a solid student base, we will rely largely on word of mouth and referrals and then will seek to form partnerships with community-based organizations to promote our educational programs as a way of recruiting new students. With our keen business insights and professional expertise, married with a high degree of reliability and trustworthiness, we are confident that our growth will match expectations.

## **Marketing Strategy**

Our prevailing marketing strategy involves increasing its visibility in the community. Educational program brochures will be distributed by other local service providers and agencies that also serve the target population groups. A membership drive held every semester and during the summer will also increase awareness of JCPAA.

All of our marketing efforts will stress our experience, knowledge, and unique capabilities to help bring quality education into the inner city and achieve high levels of success.

To that end, our staff and board members will appear on local TV programs, develop printed materials, special events, speak at parent-teacher conferences, and participate in other outreach activities to establish long term viability.

In advance, we will place advertisements in three or four publications most read by our target population. Finally, members of the Board of Directors and other advisors have been selected to assist in this venture.

This selection was based on the respective advisor's highly specialized business skills and expertise especially in areas of customer relations, donor development relationships, fundraising and managerial expertise.

In support roles, these members will voluntarily work directly with key management and staff to ensure the success of the business objectives. A list of the Board of Directors and members is attached.

## **Fundraising Strategy**

Our fundraising strategy will be carried out primarily through donation solicitation, grant writing, and events. One keystone for our fundraising will be performing events where students will display their various talents through our arts program. JCPAA will also apply for local, state, and federal grants. The Board of Directors will likewise be responsible for raising a specific target amount of funds.

## **Fundraising Forecast**

Fundraising forecast data is presented in the inserted sheet. The organization expects to have total first-year fundraising revenues of \$growing to over by year three. The bulk of these revenues will come from JCPAA, Fine & Performing Arts Studio, a combination of performing events, grants and other fundraising activities.

## **Fundraising Methods & Plans**

### **Janus College Preparatory & Arts Academies Fundraising Methods & Plans**

#### **Fundraising Strategy**

JCPAA fundraising strategy will be carried out primarily through donation solicitation, grant writing, and events. One keystone for our fundraising will be performing events where students will display their various talents through our arts program. JCPAA will also apply for local, state, and national grants. The Board of Directors will likewise be responsible for raising a specific target amount of funds.

##### **1. Mail solicitations**

We intend to maintain a mailing list of past, current and potential supporters to whom we will periodically ask for support. Direct mail solicitation will be a fundraising method used for finding new prospects, recruiting initial gifts, and securing money and other resources.

##### **2. Email solicitations**

We intend to maintain an email list of past, current and potential supporters to whom we will periodically ask for support.

##### **3. Personal solicitations**

We also intend to solicit for support in an ad hoc manner from friends and acquaintances.

##### **4. Foundation grant solicitations**

Our primary source of funding we expect to be from Foundation grants, and so we intend that most of our fundraising time be spent researching and writing a variety of grants. We hope to be able to cultivate strong relationships with local granting agencies, and are beginning to work with professional development people.

##### **5. Accept donations on your website**

We will include a mechanism for direct contribution to our organization from our website using Pay pal.

##### **6. Government grant solicitations**

In addition to private foundation grants, we intend to research and write government grants.

##### **7. Other**

Finally, we intend to combine marketing efforts with fundraising activities that bring stakeholders together via gala events and other organized activities. (Dances, music events, recognition/awards ceremonies)

## Management Summary

The Governing Board of JCPAA will identify and hire a capable administrator who shares the mission and vision of the school. The board will also be responsible for the annual evaluation of the administrator and the setting of professional goals for improvement. The board will support the administrator by ensuring that they have the necessary resources to accomplish goals for day-to-day decisions.

## Personnel Plan

The following is our initial personnel plan projections:

### PERSONNEL PLAN

<b>Title</b>	<b>Number of Staff</b>	<b>Salary</b>	<b>Subtotal</b>
Principal/School Leader	1	\$80,000	\$80,000
Academic Dean	1	\$71,000	\$71,000
Regular Ed Teachers	4	\$57,500	\$230,000
Special Ed Teacher	.5	\$28,750	\$28,750
Operations Manager	1	\$45,000	\$45,000
			<b>Total: \$454,750</b>

Janus College Preparatory & Arts Academies (JCPAA)

### Staff Job Descriptions

#### Principal/School Lead (1.0)

Provides instructional leadership, sets educational standards and goals, manages the day-to-day activities, and establishes the policies and procedures required to achieve them. Duties include: supervision of all staff, teachers, counselors, librarians, coaches, and other employees, develop academic programs, monitor students' educational progress, train and motivate teachers and other staff, manage student services, administer record keeping, prepare budgets, and perform many other duties. The education administrator also handles relations with parents, prospective and current students, employers, and the community.

Principal is also responsible for preparing budgets and reports on various subjects, such as finances, attendance and student performance, and must be involved in public relations and fundraising to secure financial support for the school from local businesses and the community.

## **Academic Dean**

Under limited supervision, performs a variety of supervisory and administrative tasks to provide leadership and coordination of curricular and instructional programs across all organizational levels. Employee is responsible for supporting and coordinating the efforts of principals as well as central office curriculum and instructional personnel. Work involves coordinating English language Arts (pre K-8), mathematics (preK-8), science (preK-8), social studies (preK-8) and arts (preK-12). Employee is also responsible for planning and implementing professional development related to curriculum and/or instruction.

## **Teachers (4)**

Math, Science, Social Studies, English,

Teachers act as facilitators or coaches, using classroom presentations or individual instruction to help students learn and apply concepts in subjects such as science, mathematics, and English. They plan, evaluate, and assign lessons; prepare, administer, and grade tests; listen to oral presentations; and maintain classroom discipline. Teachers observe and evaluate a student's performance and potential. They are increasingly asked to use new assessment methods.

Middle and secondary school teachers specialize in a specific subject, such as English, Spanish, mathematics, history, or biology. They also may teach subjects that are career oriented. Additional responsibilities of middle and secondary school teachers may include career guidance and job placement, as well as following up with students after graduation.

## **Special Education Teacher (.5)**

Special education teachers work with children and youths who have a variety of disabilities. Our special education teachers work with children with mild to moderate disabilities, using or modifying the general education curriculum to meet the child's individual needs and providing required remedial instruction.

Special education teachers help to develop an Individualized Education Program (IEP) for each student receiving special education. The IEP sets personalized goals for the student and are tailored to that student's individual needs and abilities. When appropriate, the program includes a transition plan outlining specific steps to prepare students for middle school or high school or, in the case of older students, a job or postsecondary study. Teachers review the IEP with the student's parents, school administrators, and the student's general education teachers. Teachers work closely with parents to inform them of their children's progress and suggest techniques to promote learning outside of school.

## **Facility**

We are proud to potentially be a part of a pool of independent schools that are attempting to increase the number of low income and often minority children to choose college as their first option for career.

JCPAA anticipates being located at 275 W. Wisconsin Ave. Milwaukee, WI 53203 (Shops of Grand Avenue Mall). JCPAA currently occupies space in the lower level of the Plankinton Building. The Shops of Grand Avenue has been home to several universities and charter schools in the past and the outcome was very successful.

JCPAA will occupy 2 separate areas in the lower level of the Plankinton Building. The estimated square foot is 15,000 sq ft. The Shops of Grand Avenue is located in the heart of Milwaukee Business & Entertainment District. Not to mention, our potential location right in the heart of Milwaukee's Arts scene, which will allow kids to experience the arts hands-on as the Arts is a core part of JCPAA curriculum. The Shops of Grand Avenue facility will offer JCPAA a Food Court for students and staff, a 24/7-security team, housekeeping and other partnership opportunities for JCPAA.

## **Financial Contingency Plan**

Our school's financial contingency plan will be automatically triggered by any circumstance in which all five of the following conditions occur at the same time, and may be triggered if any four are present at the same time:

1. Cash reserves totaling less than 2% of the total budget (less than 2% of total operations expenditures)
2. Total indebtedness—including debt from bonds—exceeding total endowment
3. Total indebtedness exceeding 70% of the total budget (exceeding 70% of total operations expenditures)
4. Hard income (revenues that are (a) billed or (b) transferred internally—such as applying 4.5% of the endowment corpus to operations), as distinct from revenues that are solicited, such as those generated by the annual fund drive) totaling less than 92% of the operations budget (less than 92% of total operations expenditures)
5. FTE enrollment (current actual enrollment, or enrollment projected for the coming year) down by 8% or more from the previous year's total.
6. If our school's contingency plan is triggered, operations expenditures will be cut as soon as practicable by reducing payroll and other expenses, as needed, to the point at which the budget—actual or projected— will be cash-positive by 1% (i.e., will show a surplus equal to 1%), to include the assumption that soft income—solicited funds—will drop by at least 20% from the previous year's total.



Not applicable

Attachment G



Estimated Budget

Attachment H

H

H



## Budget(s) & Cash Flow(s)

### Janus College Preparatory & Arts Academies High School

Contact Name: Valerie Benton  
Contact Email: [vbenton@wi.rr.com](mailto:vbenton@wi.rr.com)  
Contact Phone: 414.305.2563  
District of Location

Pre-Opening Period January 1, 2015 to June 30, 2015  
Operational Year ONE July 1, 2015 to June 30, 2015

**Janus College Preparatory & Arts Academies High School**  
**ESTIMATED BUDGET / OPERATING PLAN FOR PRE-OPENING PERIOD**  
**January 1, 2015 to June 30, 2015**

**Assumptions**

**DESCRIPTION OF ASSUMPTIONS** - Please reference section / page number in application if applicable. For example, student enrollment would reference the page in the application that states enrollment targets.

Please Note: The student enrollment data is entered below in the Enrollment Section beginning in row 148. This will populate the data in row 10.

Total Revenue	195,000
Total Expenses	40,500
Net Income	154,500
Actual Student Enrollment	-
Total Paid Student Enrollment	-
	<b>START-UP PERIOD</b>

**REVENUE**

**REVENUES FROM STATE SOURCES**

Per Pupil Revenue	CY Per Pupil Rate	
District of Location Milwaukee	7,775	
School District 2 (Enter Name)		
School District 3 (Enter Name)		
School District 4 (Enter Name)		
School District 5 (Enter Name)		
Special Education Revenue		
Grants		
Stimulus		
Other		
Other		

**TOTAL REVENUE FROM STATE SOURCES**

**REVENUE FROM FEDERAL FUNDING**

IDEA Special Needs	
Title I	
Title Funding - Other	
School Food Service (Free Lunch)	
Grants	
Charter School Program (CSP) Planning & Implementation	50,000
Other	125,000
Other	
<b>TOTAL REVENUE FROM FEDERAL SOURCES</b>	<b>175,000</b>

DPI Funding \$10,000 Planning Grant additional \$40,000 after awarded \$10,000 of potential grant.  
 Walton Family Foundation Start Up Grant Pre-Authorization \$30,000/Post Authorization \$220,000

**LOCAL and OTHER REVENUE**

Contributions and Donations, Fundraising	5,000
Erate Reimbursement	
Interest Income, Earnings on Investments,	
NYC-DYCD (Department of Youth and Community Development)	
Food Service (Income from meals)	
Text Book	
OTHER	15,000
	20,000
<b>TOTAL REVENUE FROM LOCAL and OTHER SOURCES</b>	
<b>TOTAL REVENUE</b>	<b>195,000</b>

Five fundraising events = approximately \$1000 per event.

JCPAA Fine and Performing Arts Studio rental of facilities and student fees.Approx \$1250 monthly

**EXPENSES**

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

	No. of Positions	
Executive Management		
Instructional Management		
Deans, Directors & Coordinators		
CFO / Director of Finance		
Operation / Business Manager		
Administrative Staff		

**TOTAL ADMINISTRATIVE STAFF**

**INSTRUCTIONAL PERSONNEL COSTS**

Teachers - Regular		
Teachers - SPED		
Substitute Teachers		
Teaching Assistants		
Specialty Teachers		
Aides		
Therapists & Counselors		
Other		

**TOTAL INSTRUCTIONAL**

**NON-INSTRUCTIONAL PERSONNEL COSTS**

Nurse		
Librarian		
Custodian		
Security		
Other		

**TOTAL NON-INSTRUCTIONAL**

**SUBTOTAL PERSONNEL SERVICE COSTS**

<b>PAYROLL TAXES AND BENEFITS</b>	
Payroll Taxes	
Fringe / Employee Benefits	
Retirement / Pension	
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>	
<b>TOTAL PERSONNEL SERVICE COSTS</b>	

**CONTRACTED SERVICES**

Accounting / Audit	15,000
Legal	5,000
Management Company Fee	
Nurse Services	
Food Service / School Lunch	

List exact titles included in the position category, if different from description, and staff FTE's ( Full time equivalent)

consultant to set up school's accounting systems and day to day tasks related to financial operation of school.  
 Legal counsel retainer fee.

Payroll Services		
Special Ed Services		
Titlement Services (i.e. Title I)		
Other Purchased / Professional / Consulting		
<b>TOTAL CONTRACTED SERVICES</b>	<b>20,000</b>	
<b>SCHOOL OPERATIONS</b>		
Board Expenses	7,000	Training for Finance, Strategic Planning, and Development Committees
Classroom / Teaching Supplies & Materials		
Special Ed Supplies & Materials		
Textbooks / Workbooks		
Supplies & Materials other		
Equipment / Furniture		
Telephone		
Technology		
Student Testing & Assessment		
Field Trips		
Transportation (student)		
Student Services - other		
Office Expense		
Staff Development		
Staff Recruitment		
Student Recruitment / Marketing		
School Meals / Lunch		
Travel (Staff)		
Fundraising		
Other		
<b>TOTAL SCHOOL OPERATIONS</b>	<b>7,000</b>	
<b>FACILITY OPERATION &amp; MAINTENANCE</b>		
Insurance	1,500	IPFS insurance quote for JCPAA
Janitorial	9,000	\$1500 monthly lease
Building and Land Rent / Lease		
Repairs & Maintenance		
Equipment / Furniture		
Security	3,000	Approx \$500 monthly.
Utilities		
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>13,500</b>	
<b>DEPRECIATION &amp; AMORTIZATION</b>		
<b>DISSOLUTION ESCROW &amp; RESERVES / CONTIGENCY</b>		
<b>TOTAL EXPENSES</b>	<b>40,500</b>	
<b>NET INCOME</b>	<b>154,500</b>	
<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>		
District of Location Milwaukee		
School District 2 (Enter Name)		
School District 3 (Enter Name)		
School District 4 (Enter Name)		
School District 5 (Enter Name)		
<b>TOTAL ENROLLMENT</b>		
<b>REVENUE PER PUPIL</b>		
<b>EXPENSES PER PUPIL</b>		







School Meals / Lunch	-	-	-	-	-	-	-
Travel (Staff)	5,000	-	-	-	-	5,000	Staff travel to attend approved professional events
Fundraising	-	-	-	-	-	-	-
Authorizer Fee	16,509	-	-	-	-	16,509	2% Authorizer fee
<b>TOTAL SCHOOL OPERATIONS</b>	<b>179,609</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>5,000</b>	<b>187,109</b>	
<b>FACILITY OPERATION &amp; MAINTENANCE</b>							
Insurance	-	-	-	-	8,000	8,000	
Janitorial	-	-	-	-	18,000	18,000	Approximately \$1500 monthly lease
Building and Land Rent / Lease	-	-	-	-	-	-	
Repairs & Maintenance	-	-	-	-	-	-	
Equipment / Furniture	12,000	-	-	-	-	12,000	\$3000/phone equipment \$4000
Security	-	-	-	-	-	-	
Utilities	-	-	-	-	6,000	6,000	Approximately \$500 monthly lease
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>12,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>32,000</b>	<b>44,000</b>	
DEPRECIATION & AMORTIZATION	-	-	-	-	-	-	
DISSOLUTION ESCROW & RESERVES / CONTINGENCY	-	-	-	-	-	-	
<b>TOTAL EXPENSES</b>	<b>764,930</b>	<b>31,250</b>	<b>-</b>	<b>-</b>	<b>53,500</b>	<b>849,680</b>	
<b>NET INCOME</b>	<b>60,520</b>	<b>(25,250)</b>	<b>-</b>	<b>-</b>	<b>(53,500)</b>	<b>24,320</b>	

<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>		<b>REGULAR EDUCATION</b>	<b>SPECIAL EDUCATION</b>		
Milwaukee Wisc		45	5		50
0					-
0					-
0					-
<b>TOTAL ENROLLMENT</b>		<b>45</b>	<b>5</b>	<b>-</b>	<b>50</b>
<b>REVENUE PER PUPIL</b>		<b>18,343</b>		<b>-</b>	<b>17,480</b>
<b>EXPENSES PER PUPIL</b>		<b>16,998</b>	<b>6,250</b>	<b>-</b>	<b>16,994</b>

## July 1, 2015 to June 30, 2016

[illegible]

## REVENUES FROM STATE SOURCES

[illegible]

## REVENUE FROM FEDERAL FUNDING

[illegible]

## TOTAL REVENUE FROM FEDERAL SOURCES

[illegible]

## EXPENSES

Executive Management	1.00	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,666	6,66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### INSTRUCTIONAL PERSONNEL COSTS

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### NON-INSTRUCTIONAL PERSONNEL COSTS

	Librarian	Custodian	Security	Other	TOTAL NON-INSTRUCTIONAL
Nurse	0	0	0	0	0
Librarian	0	0	0	0	0
Custodian	0	0	0	0	0
Security	0	0	0	0	0
Other	0	0	0	0	0
<b>TOTAL NON-INSTRUCTIONAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

TOTAL NON-INSTRUCTIONAL



SUBTOTAL PERSONNEL SERVICE COSTS															7.50
PAYROLL TAXES AND BENEFITS															7.50
Payroll Taxes	29,525	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	20,737
Fringe / Employee Benefits	50,000	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	95,392
Retirement / Pension	4,429	1,036	1,036	1,036	1,036	1,036	1,036	1,036	1,036	1,036	1,036	1,036	1,036	1,036	12,442
		10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	20,000
TOTAL PAYROLL TAXES AND BENEFITS		10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	10,714	128,571
TOTAL PERSONNEL SERVICE COSTS		48,607	48,607	48,607	48,607	48,607	48,607	48,607	48,607	48,607	48,607	48,607	48,607	48,607	583,321
CONTRACTED SERVICES															7.50
Accounting / Audit					5,000			5,000							10,000
Legal															5,000
Management Company / Fee															
Nurse Services															
Food Service / School Lunch															1,500
Payroll Services	1,500														
Special Ed Services															
Therapist Services (i.e. Title I)	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	18,750
Other Purchased / Professional / Consulting	8,062	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	35,250
TOTAL CONTRACTED SERVICES															
SCHOOL OPERATIONS															
Board Expenses															
Classroom / Teaching Supplies & Materials	1,500	1,000	1,000	1,000	1,500										5,000
Special Ed Supplies & Materials	10,000	1,500		1,000						1,000	500				10,000
Textbooks / Workbooks	25,000														25,000
Supplies & Materials other	5,000	5,000													10,000
Equipment / Furniture	10,000	10,000	8,000	300											28,000
Telephone	300	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Technology															
Student Testing & Assessment	5,000	5,000	1,500	1,000											7,500
Field Trips															
Transportation (student)	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Student Services - other															5,000
Office Expense										1,500					15,000
Staff Development															
Student Recruitment / Marketing															
School Meals / Lunch															
Travel (Staff)															5,000
Fundraising															
Other		16,509													16,509
TOTAL SCHOOL OPERATIONS	29,300	76,809	15,300	8,800	2,800	2,800	2,800	5,300	3,300	7,800	7,800	14,300	5,300		187,109
FACILITY OPERATION & MAINTENANCE															
Insurance															
Janitorial					800	800	800	800	800	800	800	800	800	800	8,000
Building and Land Rent / Lease	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Repairs & Maintenance															
Equipment / Furniture	5,000	5,000	2,000												12,000
Security	500	500	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Utilities				4,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	44,000
TOTAL FACILITY OPERATION & MAINTENANCE															
DEPRECIATION & AMORTIZATION															
DISOLUTION ESCROW & RESERVES / CONTINGENCY															
TOTAL EXPENSES	85,969	126,978	75,269	66,769	55,769	58,269	56,269	60,769	60,769	67,269	58,269				849,680
NET INCOME	(56,803)	(94,864)	(39,155)	(33,655)	(19,655)	(22,655)	(23,155)	(27,655)	(27,655)	(34,155)	(34,103)				24,320
CASH FLOW ADJUSTMENTS															
OPERATING ACTIVITIES															
Example - Add Back Depreciation															
Other															
Total Operating Activities															
INVESTMENT ACTIVITIES															
Example - Subtract Property and Equipment Expenditures															
Other															
Total Investment Activities															
FINANCING ACTIVITIES															
Example - Add Expected Proceeds from a Loan or Line of Credit															
Other															
Total Financing Activities															
NET INCOME	(56,803)	(94,864)	(39,155)	(33,655)	(19,655)	(22,655)	(23,155)	(27,655)	(27,655)	(34,155)	(34,103)				24,320
Beginning Cash Balance															
ENDING CASH BALANCE	(56,803)	(94,864)	(39,155)	(33,655)	(19,655)	(22,655)	(23,155)	(27,655)	(27,655)	(34,155)	(34,103)				24,320

**Janus College Preparatory & Arts Academies High School**  
**ESTIMATED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

\*NOTE: If a Planning Year is Taken in the Beginning of the Charter, the Charter Will Be Extended to Encompass Five Years of Operation. **Projected Five Year Budget on this Tab Should Be For the First Five Years of Actual Operations.**

Please note: The student enrollment data is entered below in the Enrollment Section beginning in row 148. This will populate the data in row 10.

Total Revenue	874,000	894,575	1,139,382	1,139,382	1,139,382
Total Expenses	849,680	894,159	993,868	1,029,158	1,022,007
Net Income (Before Cash Flow Adjustments)	24,320	416	145,514	110,224	117,375
Actual Student Enrollment	50	75	100	125	125
Total Paid Student Enrollment	50	75	100	100	100

	Year 1 2015	Year 2 2016	Year 3 2017	Year 4 2018	Year 5 2019
*Year 1 should tie to Totals for Year 1 on Tabs 4 and 5					
Per Pupil Revenue Percentage Increase					

REVENUE	0.0%	2.3%	2.3%	0.0%	0.0%
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2.3% increase proposal years 2 & 3

**REVENUES FROM STATE SOURCES**

Per Pupil Revenue	CY Per Pupil Rate	388,750	596,550	795,382	795,382	795,382
District of Location	7,775	-	-	-	-	-
School District 2 (Enter Name)	-	-	-	-	-	-
School District 3 (Enter Name)	-	-	-	-	-	-
School District 4 (Enter Name)	-	-	-	-	-	-
School District 5 (Enter Name)	-	-	-	-	-	-
Special Education Revenue	-	388,750	597,675	795,382	795,382	795,382
Grants	-	6,000	8,400	12,000	12,000	12,000
Stimulus	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>TOTAL REVENUE FROM STATE SOURCES</b>		<b>394,750</b>	<b>606,075</b>	<b>807,382</b>	<b>807,382</b>	<b>807,382</b>

1200 per qualified child

**REVENUE FROM FEDERAL FUNDING**

IDEA Special Needs	37,000	55,500	74,000	74,000	74,000
Title I	4,000	4,000	4,000	4,000	4,000
Title II Funding - Other	37,980	50,000	75,000	75,000	75,000
School Food Service (Free Lunch)	-	-	-	-	-
Grants	150,000	150,000	150,000	150,000	150,000
Charter School Program (CSP) Planning & Implementation	250,000	-	-	-	-
Other	9,000	9,000	9,000	9,000	9,000
<b>TOTAL REVENUE FROM FEDERAL SOURCES</b>	<b>458,000</b>	<b>268,500</b>	<b>312,000</b>	<b>312,000</b>	<b>312,000</b>

\$740 per qualified Assume 100% of the students are Title I  
 \$1000 per teacher. Title II Professional Development  
 \$4.22 per qual pupil/day

OP1 Implementation & Dissemination  
 Walton Family Foundation  
 Assume Title IIA, Title IID, Title IVA & Title VA, Title Funding

**LOCAL and OTHER REVENUE**

Contributions and Donations, Fundraising	5,000	5,000	5,000	5,000	5,000
Erate Reimbursement	-	-	-	-	-
Interest Income, Earnings on Investments,	-	-	-	-	-
NYC-DYCD (Department of Youth and Community Developmt.)	-	-	-	-	-
Food Service (Income from meals)	-	-	-	-	-
Text Book	15,000	15,000	15,000	15,000	15,000
OTHER	20,000	20,000	20,000	20,000	20,000
<b>TOTAL REVENUE FROM LOCAL and OTHER SOURCES</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>
<b>TOTAL REVENUE</b>	<b>874,000</b>	<b>894,575</b>	<b>1,139,382</b>	<b>1,139,382</b>	<b>1,139,382</b>

JCPAA Fundraising events 5 per year

monthly.

**EXPENSES**

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

Executive Management	1	80,000	82,000	84,000	86,000	88,000
Instructional Management	1.00	71,000	72,500	74,000	75,500	77,000
Deans, Directors & Coordinators	-	-	-	-	-	-
Bookkeeper	-	-	-	-	-	-
Operation / Business Manager	1.00	45,000	45,900	46,800	47,800	48,700
Administrative Staff	3.00	196,000	200,400	204,800	209,300	213,700
TOTAL ADMINISTRATIVE STAFF						

List exact titles included in the position category, if different from description, and staff FTE's ( Full time equivalent)

1. \$80,000 annually  
 71,000 annually

\$45,000 annually

**INSTRUCTIONAL PERSONNEL COSTS**

Teachers - Regular	No. of	4	230,000	345,000	338,000	341,000	343,000
Teachers - SPED	0.50		28,750	28,500	30,000	31,500	33,000
Substitute Teachers	-		-	-	-	-	-
Teaching Assistants	-		-	-	-	-	-
Specialty Teachers	-		-	-	-	-	-
Aides	-		-	-	-	-	-
Therapists & Counselors	-		-	-	-	-	-
Other	-		-	-	-	-	-
TOTAL INSTRUCTIONAL	4.50		258,750	373,500	368,000	372,500	376,000

Year II add on two teachers  
 Based on the number of special ed students enrolled.

**NON-INSTRUCTIONAL PERSONNEL COSTS**

Nurse	No. of	-	-	-	-	-
Librarian	-	-	-	-	-	-
Custodian	-	-	-	-	-	-
Security	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>TOTAL NON-INSTRUCTIONAL</b>						
<b>SUBTOTAL PERSONNEL SERVICE COSTS</b>	<b>7.50</b>	<b>454,750</b>	<b>573,900</b>	<b>572,800</b>	<b>581,800</b>	<b>589,700</b>

**PAYROLL TAXES AND BENEFITS**

Payroll Taxes		20,737	28,695	28,640	29,090	29,485
Fringe / Employee Benefits		95,392	131,997	131,744	133,814	135,631
Retirement / Pension		12,442	17,217	17,184	17,454	17,691
Substitutes		20,000	20,000	20,000	20,000	20,000
TOTAL PAYROLL TAXES AND BENEFITS		128,571	177,909	177,568	180,358	182,807
TOTAL PERSONNEL SERVICE COSTS	7.50	554,571	751,809	750,368	762,158	772,507

**CONTRACTED SERVICES**

Accounting / Audit	10,000	10,000	17,000	17,000	17,000
Legal	5,000	5,000	5,000	5,000	5,000
Management Company Fee	-	-	-	-	-
Nurse Services	-	3,000	3,000	3,000	3,000
Food Service / School Lunch	-	-	-	-	-
Payroll Services	1,500	1,500	3,500	3,500	3,500
Special Ed Services	-	-	-	-	-
Talentment Services (i.e. Title I)	-	-	-	-	-
Other Purchased / Professional / Consulting	18,750	18,750	15,000	15,000	15,000
<b>TOTAL CONTRACTED SERVICES</b>	<b>35,250</b>	<b>38,250</b>	<b>43,500</b>	<b>43,500</b>	<b>43,500</b>

Fine & Performing Arts Instructors

**SCHOOL OPERATIONS**

Board Expenses	5,000	-	2,500	5,000	5,000
Classroom / Teaching Supplies & Materials	10,000	5,000	10,000	10,000	10,000
Special Ed Supplies & Materials	2,500	-	2,500	2,500	-
Textbooks / Workbooks	25,000	20,000	25,000	30,000	20,000
Supplies & Materials other	10,000	-	10,000	10,000	10,000
Equipment / Furniture	28,000	-	10,000	10,000	5,000
Telephone	3,600	3,600	4,500	4,500	4,500
Technology	20,000	-	10,000	10,000	10,000
Student Testing & Assessment	7,500	-	10,000	20,000	10,000
Field Trips	1,000	-	1,000	5,000	2,000
Transportation (student)	30,000	30,000	36,000	43,000	50,000
Student Services - other	5,000	-	-	-	-

Board Training (consultant providers, training)  
 Projected STEM materials/supplies  
 Materials Instructional and Non Instructional (\$500 per special ed student)  
 Approximately \$500 per student for textbooks/materials  
 Projected AVID program costs  
 Classroom Smartboard Technology, Other instructional equipment (\$500 per classroom.)  
 Approximately \$300 per month  
 Student workstations Laptops, computers, tablets, software  
 \$150 per student.  
 Annual budgeted amount  
 City bus tickets- 2 per student @2.75ea  
 Student achievement, recognition, incentive, social high school events

Office Expense	3,000	3,000	4,500	4,500	5,000	\$12,000
Staff Development	15,000	3,500	5,000	5,000	5,000	
Staff Recruitment		5,000	5,000	10,000	10,000	
Student Recruitment / Marketing		5,000	10,000	10,000	5,000	
School Meals / Lunch		-	-	-	-	
Travel (Staff)	5,000		5,000	5,000	3,500	
Fundraising		-	-	-	-	
Authorized Fee	16,509					
<b>TOTAL SCHOOL OPERATIONS</b>	<b>187,109</b>	<b>75,100</b>	<b>151,000</b>	<b>184,500</b>	<b>155,000</b>	
<b>FACILITY OPERATION &amp; MAINTENANCE</b>						
Insurance		-	-	-	-	
Janitorial	8,000	5,000	5,000	5,000	5,000	
Building and Land Rent / Lease	18,000	18,000	18,000	18,000	18,000	
Repairs & Maintenance			5,000	5,000	5,000	
Equipment / Furniture	12,000		10,000	5,000	15,000	
Security			5,000	-	-	
Utilities	6,000	6,000	6,000	6,000	8,000	Approx \$500 monthly
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>44,000</b>	<b>29,000</b>	<b>49,000</b>	<b>39,000</b>	<b>51,000</b>	
DEPRECIATION & AMORTIZATION	-	-	-	-	-	
DISSOLUTION ESCROW & RESERVES / CONTINGENCY	-	-	-	-	-	
<b>TOTAL EXPENSES</b>	<b>849,680</b>	<b>894,159</b>	<b>993,868</b>	<b>1,029,158</b>	<b>1,022,007</b>	
<b>NET INCOME</b>	<b>24,320</b>	<b>416</b>	<b>145,514</b>	<b>110,224</b>	<b>117,375</b>	
<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>						
District of Location	-	-	-	-	-	
School District 2 (Enter Name)	-	-	-	-	-	
School District 3 (Enter Name)	-	-	-	-	-	
School District 4 (Enter Name)	-	-	-	-	-	
School District 5 (Enter Name)	-	-	-	-	-	
<b>TOTAL ENROLLMENT</b>	<b>50</b>	<b>75</b>	<b>100</b>	<b>100</b>	<b>100</b>	
<b>REVENUE PER PUPIL</b>	<b>11,480</b>	<b>11,928</b>	<b>11,394</b>	<b>11,394</b>	<b>11,394</b>	
<b>EXPENSES PER PUPIL</b>	<b>10,994</b>	<b>11,944</b>	<b>9,934</b>	<b>10,494</b>	<b>10,440</b>	
<b>CASH FLOW ADJUSTMENTS</b>						
OPERATING ACTIVITIES						
Example - Add Back Depreciation	-	-	-	-	-	
Other	-	-	-	-	-	
Total Operating Activities	-	-	-	-	-	
INVESTMENT ACTIVITIES						
Example - Subtract Property and Equipment Expenditures	-	-	-	-	-	
Other	-	-	-	-	-	
Total Investment Activities	-	-	-	-	-	
FINANCING ACTIVITIES						
Example - Add Expected Proceeds from a Loan or Line of Credit	-	-	-	-	-	
Other	-	-	-	-	-	
Total Financing Activities	-	-	-	-	-	
<b>Total Cash Flow Adjustments</b>	<b>24,320</b>	<b>416</b>	<b>145,514</b>	<b>110,224</b>	<b>117,375</b>	
<b>NET INCOME</b>	<b>24,320</b>	<b>416</b>	<b>145,514</b>	<b>110,224</b>	<b>117,375</b>	
<b>Beginning Cash Balance</b>	-	24,320	24,736	170,250	280,474	
<b>ENDING CASH BALANCE</b>	<b>24,320</b>	<b>24,736</b>	<b>170,250</b>	<b>280,474</b>	<b>397,849</b>	

**Janus College Preparatory & Arts Academies High School**  
**ESTIMATED BUDGET / OPERATING PLAN FOR YEAR ONE - 85% ENROLLMENT**

July 1, 2015 to June 30, 2016

Please Note: The student enrollment data is entered below in the Enrollment Section beginning in row 147. This will populate the data in row 9.

**Assumptions**  
 DESCRIPTION OF ASSUMPTIONS - Please reference section/page number in application *if applicable*. For example, student enrollment would reference the page in the application that states enrollment targets.

Total Revenue	747,353	4,800	35,080	-	-	787,233
Total Expenses	651,610	33,000	-	-	26,500	742,610
Net Income	95,743	(28,200)	35,080	-	(26,500)	44,623
Actual Student Enrollment	42					42
Total Paid Student Enrollment						

Assume 10% of students are special education

	PROGRAM SERVICES			SUPPORT SERVICES		TOTAL
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	

**REVENUE**

**REVENUES FROM STATE SOURCES**

Per Pupil Revenue	CY Per Pupil Rate	295.450	-	-	-	295.450
Milwaukee Wisc	7.775	-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		295.450	-	-	-	295.450
Special Education Revenue		4.800	-	-	-	4.800
Grants		-	-	-	-	-
Stimulus		-	-	-	-	-
Other		-	-	-	-	-
<b>TOTAL REVENUE FROM STATE SOURCES</b>		<b>295.450</b>	<b>4.800</b>	<b>-</b>	<b>-</b>	<b>300.250</b>

50 students in Year 1

**REVENUE FROM FEDERAL FUNDING**

IDEA Special Needs	-	-	-	-	-	-
Title I	-	31,080	-	-	-	31,080
Title II Funding - Other	-	4,000	-	-	-	4,000
School Food Service (Free Lunch)	31,903	-	-	-	-	31,903
Grants	-	-	-	-	-	-
Charter School Program (CSP) Planning & Implementation	150,000	-	-	-	-	150,000
Other	250,000	-	-	-	-	250,000
<b>TOTAL REVENUE FROM FEDERAL SOURCES</b>	<b>431,903</b>	<b>35,080</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>466,983</b>

Assume 100% of the students are Title I \$740 per child  
 \$1000 per teacher

DPI Implementation  
 Walton Foundation Post Authorization

**LOCAL and OTHER REVENUE**

Contributions and Donations, Fundraising	5,000	-	-	-	-	5,000
Erate Reimbursement	-	-	-	-	-	-
Interest Income, Earnings on Investments	-	-	-	-	-	-
NYC-DYCD (Department of Youth and Community Developmt.)	-	-	-	-	-	-
Food Service (Income from meals)	-	-	-	-	-	-
Text Book	15,000	-	-	-	-	15,000
JCPAA FINE & PERFORMING ARTS STUDIO	20,000	-	-	-	-	20,000
<b>TOTAL REVENUE FROM LOCAL and OTHER SOURCES</b>	<b>40,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>40,000</b>

JCPAA fundraising events 10 per year

<b>TOTAL REVENUE</b>	<b>747,353</b>	<b>4,800</b>	<b>35,080</b>	<b>-</b>	<b>-</b>	<b>787,233</b>
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**EXPENSES**

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

Executive Management	No. of	80,000	-	-	-	80,000
Instructional Management	1.00	71,000	-	-	-	71,000
Deans, Directors & Coordinators	-	-	-	-	-	-
CEO / Director of Finance	-	-	-	-	-	-
Operation / Business Manager	1.00	45,000	-	-	-	45,000
Administrative Staff	-	-	-	-	-	-
<b>TOTAL ADMINISTRATIVE STAFF</b>	<b>3.00</b>	<b>196,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>196,000</b>

List exact titles included in the position category, if different from description, and staff FTE's ( Full time equivalent)

See Personnel Chart  
 Principal  
 Curriculum Generalist

**INSTRUCTIONAL PERSONNEL COSTS**

Teachers - Regular	4.00	230,000	-	-	-	230,000
Teachers - SPED	0.50	28,000	-	-	-	28,000
Substitute Teachers	-	-	-	-	-	-
Teaching Assistants	-	-	-	-	-	-
Specialty Teachers	-	-	-	-	-	-
Aides	-	-	-	-	-	-
Therapists & Counselors	-	-	-	-	-	-
Other	4.50	230,000	28,000	-	-	258,000
<b>TOTAL INSTRUCTIONAL</b>	<b>9.00</b>	<b>488,000</b>	<b>28,000</b>	<b>-</b>	<b>-</b>	<b>516,000</b>

STEM Instruction Grade 9  
 Potential sp ed students at 10% student enrollment.

**NON-INSTRUCTIONAL PERSONNEL COSTS**

Nurse	-	-	-	-	-	-
Librarian	-	-	-	-	-	-
Custodian	-	-	-	-	-	-
Security	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>TOTAL NON-INSTRUCTIONAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**SUBTOTAL PERSONNEL SERVICE COSTS**

	7.50	426,000	28,000	-	-	454,000
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**PAYROLL TAXES AND BENEFITS**

Payroll Taxes	32,925	-	-	-	-	32,925
Fringe / Employee Benefits	79,255	-	-	-	-	79,255
Retirement / Pension	4,430	-	-	-	-	4,430
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>	<b>116,610</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>116,610</b>

10% of gross pay (FICA, SUTA, Workers Comp and Medicare) participate  
 50% employee participate.

**TOTAL PERSONNEL SERVICE COSTS**

	7.50	542,610	28,000	-	-	570,610
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**CONTRACTED SERVICES**

Accounting / Audit	-	-	-	-	10,000	10,000
Legal	-	-	-	-	4,000	4,000
Management Company Fee	-	-	-	-	-	-
Nurse Services	-	-	-	-	-	-
Food Service / School Lunch	-	-	-	-	2,500	2,500
Payroll Services	-	-	-	-	-	-
Special Ed Services	-	-	-	-	-	-
Titlement Services (i.e. Title I)	-	-	-	-	15,000	15,000
Other Purchased / Professional / Consulting	-	-	-	-	-	-
<b>TOTAL CONTRACTED SERVICES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>31,500</b>	<b>31,500</b>

Financial Audits  
 Retainer Fee

\$150 per employee annually for payroll processing fee.

Instructors dance, music, theater, visual arts, poetry, recording & production

**SCHOOL OPERATIONS**

Board Expenses	-	-	-	-	2,500	2,500
Classroom / Teaching Supplies & Materials	12,000	5,000	-	-	-	17,000
Special Ed Supplies & Materials	20,000	-	-	-	-	20,000
Textbooks / Workbooks	10,000	-	-	-	-	10,000
Supplies & Materials other	10,000	-	-	-	-	10,000
Equipment / Furniture	2,000	-	-	-	-	2,000
Telephone	10,000	-	-	-	-	10,000
Technology	7,500	-	-	-	-	7,500
Student Testing & Assessment	-	-	-	-	-	-

Board Training (consultant providers, training)  
 Smartboards STEM curriculum  
 Materials Instructional and Non Instructional

AVID Curriculum

Laptops, computers, software  
 \$150 per student

		-	-	-	-	20,000	City bus tickets- 2 per student
Field Trine	20,000	-	-	-	-	-	
Transporation (student)		-	-	-	-	-	
Student Services - other		-	-	-	-	-	
Office Expense	3,000	-	-	-	-	3,000	
Stall Development	2,500	-	-	-	-	2,500	conferences, and workshops \$ 10,000
Staff Recruitment		-	-	-	-	-	
Student Recruitment / Marketing		-	-	-	-	-	
School Meals / Lunch	-	-	-	-	-	-	
Travel (Staff)	-	-	-	-	-	-	
Fundraising	-	-	-	-	-	-	
Other	-	-	-	-	-	-	
TOTAL SCHOOL OPERATIONS	97,000	5,000	-	-	2,500	104,500	
FACILITY OPERATION & MAINTENANCE							
Insurance		-	-	-	-	-	
Janitorial		-	-	-	-	-	
Building and Land Rent / Lease		-	-	-	18,000	18,000	
Repairs & Maintenance	-	-	-	-	-	-	\$3000/phone equipment \$4000
Equipment / Furniture	12,000	-	-	-	-	12,000	
Security	-	-	-	-	-	-	
Utilities	-	-	-	-	6,000	6,000	
TOTAL FACILITY OPERATION & MAINTENANCE	12,000	-	-	-	24,000	36,000	
DEPRECIATION & AMORTIZATION		-	-	-	-	-	
DISSOLUTION ESCROW & RESERVES / CONTINGENCY		-	-	-	-	-	
TOTAL EXPENSES	651,610	33,000	-	-	26,500	742,610	
NET INCOME	95,743	(28,200)	35,080	-	(26,500)	44,623	
ENROLLMENT- *School Districts Are Linked To Above Entries*	REGULAR EDUCATI	SPECIAL EDUCATI					
Milwaukee Wise	38	4				42	
						-	
0						-	
0						-	
0						-	
0						-	
TOTAL ENROLLMENI		4				42	
REVENUE PER PUPIL	-	-				18,/44	
EXPENSES PER PUPIL	-	0,620	-			1 ,091	





**Janus College Preparatory & Arts Academics High School**  
**ESTIMATED BUDGET / OPERATING PLAN FOR YEAR ONE - 70% ENROLLMENT**

July 1, 2015 to June 30, 2016

Please Note: The student enrollment data is entered below in the Enrollment Section beginning in row 147. This will populate the data in row 9.

Total Revenue	724,028	3,600	29,900	-	-	757,528
Total Expenses	651,610	33,000	-	-	26,500	742,610
Net Income	72,418	(29,400)	29,900	-	(26,500)	14,918
Actual Student Enrollment	35					35
Total Paid Student Enrollment						

**Assumptions**  
 DESCRIPTION OF ASSUMPTIONS - Please reference section/page number in application if applicable. For example, student enrollment would reference the page in the application that states enrollment targets.

Assume 10% of students are special education

	PROGRAM SERVICES			SUPPORT SERVICES		TOTAL
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	
<b>REVENUE</b>						
<b>REVENUES FROM STATE SOURCES</b>						
Per Pupil Revenue	CV Per Pupil Rate					
Milwaukee Wisc	7.775	272.125	-	-	-	272.125
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		272.125	-	-	-	272.125
Special Education Revenue		3,600	-	-	-	3,600
Grants		-	-	-	-	-
Stimulus		-	-	-	-	-
Other		-	-	-	-	-
<b>TOTAL REVENUE FROM STATE SOURCES</b>		272.125	3,600	-	-	275.725
<b>REVENUE FROM FEDERAL FUNDING</b>						
IDEA Special Needs		-	-	-	-	-
Title I		-	25,900	-	-	25,900
Title II Funding - Other		-	4,000	-	-	4,000
School Food Service (Free Lunch)		31,903	-	-	-	31,903
Grants		-	-	-	-	-
Charter School Program (CSP) Planning & Implementation		150,000	-	-	-	150,000
Other		250,000	-	-	-	250,000
<b>TOTAL REVENUE FROM FEDERAL SOURCES</b>		431,903	29,900	-	-	461,803
<b>LOCAL and OTHER REVENUE</b>						
Contributions and Donations, Fundraising		5,000	-	-	-	5,000
Erate Reimbursement		-	-	-	-	-
Interest Income, Earnings on Investments		-	-	-	-	-
NYC-DYCD (Department of Youth and Community Development)		-	-	-	-	-
Food Service (Income from meals)		-	-	-	-	-
Text Book		15,000	-	-	-	15,000
JCPAA FINE and PERFORMING ARTS STUDIO		20,000	-	-	-	20,000
<b>TOTAL REVENUE FROM LOCAL and OTHER SOURCES</b>		724,028	3,600	29,900	-	757,528
<b>TOTAL REVENUE</b>		724,028	3,600	29,900	-	757,528

Assume 100% of the students are Title I \$740 per child \$1000 per teacher

DPI Implementation  
 Walton Foundation Post Authorization

JCPAA fundraising events 10 per year

<b>EXPENSES</b>	No. of					
<b>ADMINISTRATIVE STAFF PERSONNEL COSTS</b>						
Executive Management	1.00	80,000	-	-	-	80,000
Instructional Management	1.00	71,000	-	-	-	71,000
Deans, Directors & Coordinators	-	-	-	-	-	-
CFO / Director of Finance	1.00	45,000	-	-	-	45,000
Operation / Business Manager	-	-	-	-	-	-
Administrative Staff	3.00	196,000	-	-	-	196,000
<b>TOTAL ADMINISTRATIVE STAFF</b>						
<b>INSTRUCTIONAL PERSONNEL COSTS</b>						
Teachers - Regular	4.00	230,000	-	-	-	230,000
Teachers - SPED	0.50	-	28,000	-	-	28,000
Substitute Teachers	-	-	-	-	-	-
Teaching Assistants	-	-	-	-	-	-
Specialty Teachers	-	-	-	-	-	-
Aides	-	-	-	-	-	-
Therapists & Counselors	-	-	-	-	-	-
Other	4.50	230,000	28,000	-	-	258,000
<b>TOTAL INSTRUCTIONAL</b>						
<b>NON-INSTRUCTIONAL PERSONNEL COSTS</b>						
Nurse	-	-	-	-	-	-
Librarian	-	-	-	-	-	-
Custodian	-	-	-	-	-	-
Security	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>TOTAL NON-INSTRUCTIONAL</b>						
<b>SUBTOTAL PERSONNEL SERVICE COSTS</b>	7.50	426,000	28,000	-	-	454,000
<b>PAYROLL TAXES AND BENEFITS</b>						
Payroll Taxes	-	32,925	-	-	-	32,925
Fringe / Employee Benefits	-	79,255	-	-	-	79,255
Retirement / Pension	-	4,430	-	-	-	4,430
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>		116,610	-	-	-	116,610
<b>TOTAL PERSONNEL SERVICE COSTS</b>	7.50	542,610	28,000	-	-	570,610
<b>CONTRACTED SERVICES</b>						
Accounting / Audit	-	-	-	-	10,000	10,000
Legal	-	-	-	-	4,000	4,000
Management Company Fee	-	-	-	-	-	-
Nurse Services	-	-	-	-	-	-
Food Service / School Lunch	-	-	-	-	2,500	2,500
Payroll Services	-	-	-	-	-	-
Special Ed Services	-	-	-	-	-	-
Tuition Services (i.e. Title I)	-	-	-	-	15,000	15,000
Other Purchased / Professional / Consulting	-	-	-	-	-	-
<b>TOTAL CONTRACTED SERVICES</b>					31,500	31,500
<b>SCHOOL OPERATIONS</b>						
Board Expenses	-	-	-	-	2,500	2,500
Classroom / Teaching Supplies & Materials	-	12,000	5,000	-	-	17,000
Special Ed Supplies & Materials	-	-	-	-	-	-
Textbooks / Workbooks	-	20,000	-	-	-	20,000
Supplies & Materials other	-	10,000	-	-	-	10,000
Equipment / Furniture	-	10,000	-	-	-	10,000
Telephone	-	2,000	-	-	-	2,000
Technology	-	10,000	-	-	-	10,000
Student Testing & Assessment	-	7,500	-	-	-	7,500

List exact titles included in the position category, if different from description, and staff FTE's ( Full time equivalent)

See Personnel Chart  
 Principal  
 Curriculum Generalist

STEM Instruction Grade 9  
 Potential sp ed students at 10% student enrollment.

10% of gross pay (FICA, SUTA, Workers Comp and Medicare) participate  
 50% employee participate.

Financial Audits  
 Retainer Fee

\$150 per employee annually for payroll processing fee.

Instructors dance, music, theater, visual arts, poetry, recording & production

Board Training (consultant providers, training)  
 Smartboards STEM curriculum  
 Materials Instructional and Non Instructional

AVID Curriculum  
 Laptops, computers, software  
 \$150 per student

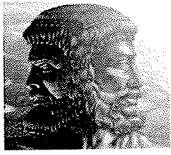


Field Trips	20,000	-	-	-	-	20,000	City bus tickets - 2 per student
Transportation (student)							
Student Services - other	3,000	-	-	-	-	3,000	
Office Expense	2,500	-	-	-	-	2,500	conferences, and workshops \$10,000
Staff Development		-	-	-	-		
Staff Recruitment		-	-	-	-		
Student Recruitment / Marketing		-	-	-	-		
School Meals / Lunch		-	-	-	-		
Travel (Staff)		-	-	-	-		
Fundraising		-	-	-	-		
Other		-	-	-	-		
<b>TOTAL SCHOOL OPERATIONS</b>	<b>97,000</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>2,500</b>	<b>104,500</b>	
<b>FACILITY OPERATION &amp; MAINTENANCE</b>							
Insurance		-	-	-	-		
Janitorial		-	-	-	-		
Building and Land Rent / Lease		-	-	-	18,000	18,000	
Repairs & Maintenance		-	-	-	-		
Equipment / Furniture	12,000	-	-	-	-	12,000	\$3000/phone equipment \$4000
Security		-	-	-	6,000	6,000	
Utilities	12,000	-	-	-	24,000	36,000	
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>							
<b>DEPRECIATION &amp; AMORTIZATION</b>							
<b>DISSOLUTION ESCROW &amp; RESERVES / CONTINGENCY</b>							
<b>TOTAL EXPENSES</b>	<b>651,610</b>	<b>33,000</b>	<b>-</b>	<b>-</b>	<b>26,500</b>	<b>742,610</b>	
<b>NET INCOME</b>	<b>72,418</b>	<b>(29,400)</b>	<b>29,900</b>	<b>-</b>	<b>(26,500)</b>	<b>14,918</b>	
<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>							
Milwaukee Wisc	0	32	3			35	
	0						
	0						
	0						
<b>TOTAL ENROLLMENT</b>			<b>3</b>			<b>35</b>	
<b>REVENUE PER PUPIL</b>						<b>21,644</b>	
<b>EXPENSES PER PUPIL</b>			<b>11,000</b>			<b>21,211</b>	



## Annual Cash Budget (New Applicant)

Attachment I



## Position Listing of Staff

Attachment J

J

J

# YEAR ONE POSITION LISTING

Principal	1
Academic Dean	1
Regular Education Teachers	4
Special Education Teacher	.50
Operations Business Manager	1



Current Year Budget (New Applicant)

Attachment L



Proof of Tenant Status

Attachment M

M

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## LICENSE

THIS LICENSE ("License") is made this 12th day of December, 2013, by and between 275 West Wisconsin Avenue Holdings, LLC ("Licensor") and Janus College Preparatory Arts Academies, Inc retail in-line space. ("Licensee").

In consideration of the mutual covenants and conditions herein contained, the parties hereby agree as follows:

1. **Basic Terms.** The following terms shall have the following meanings throughout this License:

- a. **Center:** all the certain land and all buildings, improvements, equipment and facilities now or hereafter erected thereon commonly known as The Shops of Grand Avenue located in the City of Milwaukee, State of Wisconsin.
- b. **Premises:** the space in the Center single-hatched on the Site Plan attached hereto as Exhibit A and by this reference made a part hereof, and identified as Space Number BL0800 containing approximately 4,100 rentable square feet in the Center.
- c. **Term:** the period commencing on January 1, 2014 ("Commencement Date") and expiring on December 31, 2014 ("Expiration Date").
- d. **Permitted Trade Name:** JCPAA
- e. **Permitted Use:** Office space for engaging students in the performing arts, music, and art only and for no other purpose whatsoever.
- f. **Minimum Rental:** From the Commencement Date through the Expiration Date, the monthly Minimum Rental shall be as follows (the "Minimum Rental"):

<u>Period</u>	<u>Monthly Minimum Rental</u>
<u>01/01/14 through 12/31/14</u>	<u>\$538.25</u>

- g. **Additional Rental:** "Additional Rental" or "Additional Rent" means all sums of money, if any, required to be paid by Licensee under the terms of this License with the exception of Minimum Rental.
- h. **Percentage Rent:** Tenant shall pay as Percentage Rent the applicable Percentage Rent Rate (set forth below) of all Gross Sales (hereinafter defined) during each month of the Term in excess of the amount set forth below as the Percentage Rent Breakpoint:

<u>Period</u>	<u>Percentage Rent Rate</u>	<u>Percentage Rent Breakpoint</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

- i. **Security Deposit:** \$1,600.00.
- j. **Guarantor:** N/A

k. **Basic Information for Licensee and Guarantor, if applicable:**

<u>Licensee</u>	<u>Guarantor:</u>
Address: <u>3109 W. McKinley Blvd.</u> <u>Milwaukee, WI 53208</u>	Address: _____ _____
Phone Number: <u>414-305-2563</u>	Phone Number: _____
Fax Number: <u>N/A</u>	Fax Number: _____
E-mail Address: <u>N/A</u>	E-mail Address: _____
FEIN/SSN: <u>27-2306660</u>	FEIN/SSN: _____

l. **Other Considerations:**

Tenant may disregard Section 11., Hours of Operation: Usage, due to space location in the Plankinton Building.

m. **Other Monthly Charges:**

<u>Charge</u>	<u>Amount</u>
Trash Removal _____	<u>\$34.60</u>
Water and Sewer _____	<u>\$25.00</u>
Electric _____	<u>\$275.00</u>
CAM Charges _____	<u>\$36.08</u>
Marketing Fund _____	<u>\$12.03</u>
Estate Tax _____	<u>\$15.04</u>

2. **Premises and Term.** Licensor hereby licenses to Licensee, and Licensee hereby accepts said license, the Premises for the Term subject to the terms and conditions of this License. If Licensee shall open its business at the Premises prior to the Commencement Date (which Licensee shall not do without Licensor's advance written consent), the Term shall be deemed to begin on such date as Licensee shall have opened for business, but the Term shall still expire on the Expiration Date. The rights in favor of Licensee contained in this License are in the nature of a license and do not create any leasehold or other estate or possessory rights in Licensee.

3. **Use/Trade Name; Employee Parking.** Licensee shall use the Premises only for the Permitted Use and for no other uses. Licensee shall operate its business at the Premises only under the Permitted Trade Name. Licensee and its employees shall park their cars only in such areas, if any, designated for that purpose by Licensor. Licensee represents and warrants to Licensor that it has the right to sell all products comprising its inventory. If Licensee uses the Premises for a purpose other than the Permitted Use or operates its business under a name other than the Permitted Trade Name without Licensor's approval, Licensee shall pay Licensor a fee of \$50.00 per day for so long as Licensee continues to do so. Licensor's right to receive this fee from Licensee is in addition to any other rights or remedies Licensor may have under this License, at law, or in equity.

4. **Rent and Charges.** Licensee shall pay all rentals and other charges and render all statements herein prescribed to the Licensor at the following address: The Shops of Grand Avenue, c/o Mid-America Asset Management, Inc., One Parkview Plaza, 9th Floor, Oakbrook Terrace, IL 60181, or to such other person and at such other place as shall be designated by Licensor. All payments of Minimum Rental, Additional Rental and all other charges and rents due Licensor hereunder (all such rents and other charges hereinafter sometimes referred to collectively as "Rent") shall be made via certified or cashier's check or wire transfer of federal funds without set-off or counterclaim. Payments of all Rents for partial months shall be prorated accordingly. Simultaneous with Licensee's execution and delivery of this License to Licensor, Licensee shall pay Minimum Rental for the first full month of the Term. Thereafter, with respect to any charges under this License payable monthly, Licensee shall pay the charge on or before the first day of each month. Licensor may, in its sole discretion, apply payments made by Licensee to accrued charges, interest, and rent in the following order or in any other order Licensor elects in its sole discretion: (i) late charges, (ii) interest, (iii) past due Minimum Rental and/or Additional Rental, and (iv) any balance remaining to current Minimum Rental and/or Additional Rental. Licensee is responsible for all utilities during the Term. The cost of utilities will be invoiced and payment will be due within fifteen (15) days of the invoice date. Licensee is responsible for providing two bills of service for HVAC maintenance: summer and winter checks to ensure proper functionality.



5. **Percentage Rent.** (a) "Gross Sales" shall mean the total amount of the actual sales price, whether for cash or credit, of all sales made at the Premises, without any exclusions, except that sales tax received shall be excluded. Licensee shall record all sales in accordance with generally accepted accounting practices and shall make such records, as well as copies of all sales tax reports, available to Licensor upon demand. Licensee shall pay Licensor the Percentage Rent Rate of all Licensee's Gross Sales during each month of the Term which are in excess of the Percentage Rent Breakpoint as set forth in Paragraph 1.h hereof. Within 5 days after the end of each month of the Term Licensee shall deliver to Licensor a statement certified by Licensee of Licensee's Gross Sales for the month, together with the amount of any Percentage Rent due for the month. Licensee shall, within 5 days after the end of the Term, furnish Licensor a statement certified by Licensee of Licensee's Gross Sales for the Term, together with the amount of any additional Percentage Rent due. If Licensee fails to submit its certified statement of Gross Sales, or if it is late, Licensee shall pay Licensor a late fee of \$50.00 which fee is in addition to any other rights or remedies Licensor may have under this License, at law, or in equity on account thereof.

(b) Licensee shall record all sales in accordance with generally accepted accounting practices and retain copies of all sales tax reports. Licensee shall preserve such records for each year for at least three years from the end of said year in the continental United States and make them available to Licensor upon demand at the place such records are preserved. Upon demand Licensee shall furnish Licensor copies of its sales tax reports for such months as Licensor shall request. Licensor, by itself or through its auditor or other designated representative, shall have the right upon notice to Licensee to audit all pertinent books and records of Licensee for the purposes of verifying statements of Gross Sales submitted by Licensee. All expenses of any such audit shall be borne by Licensor unless such audit shall disclose additional percentage rental liability with respect to any statement submitted by Licensee of one percent (1%) or more in which case all expenses of such audit, including travel and related expenses, shall be borne by Licensee and be payable on demand. If any such audit shall disclose a deficiency in the payment of Percentage Rent, then such deficiency shall immediately become due and payable with interest at the rate set forth in Paragraph 6 below on the deficiency from the date such payment should have been made. If any such audit discloses additional percentage rental liability with respect to any statement submitted by Licensee of five percent (5%) or more, Licensee shall be in breach under this License and Licensor shall have all rights set forth herein for breach by Licensee in addition to the rights set forth in this Paragraph.

6. **Interest and Late Charge.** In the event Licensee fails to make any payment to Licensor when due, then in addition to all rights, powers and remedies provided herein, by law or otherwise, Licensee will also pay to Licensor on demand, interest at the rate of eighteen percent (18%) per annum (or the highest rate permitted by applicable law, whichever is lower) on all overdue installments of Rent and on overdue amounts of any other monetary obligations of Licensee, in each case from the due date thereof until paid in full. If Licensee fails to pay when due any rent or other amounts or charges which Licensee is obligated to pay under the terms of this License, then Licensee shall pay Licensor a late charge equal to five (5%) percent of each such installment if any such installment is not received by the Licensor within five (5) days from the date it is due, and Licensee agrees that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Licensor for its loss and expenses suffered by such nonpayment by Licensee. Acceptance of any late charge shall not constitute a waiver of Licensee's default with respect to such nonpayment by Licensee nor prevent Licensor from exercising any other rights or remedies available to Licensor under this License. Late charges are deemed Additional Rent. In no event shall this provision for the imposition of a late charge be deemed to grant to Licensee a grace period or an extension of time within which to pay any Rent due hereunder or prevent Licensor from exercising any right or remedy available to Licensor upon Licensee's failure to pay such Rent when due.

7. **Security Deposit.** Licensee has concurrently with the execution of this License deposited the Security Deposit with Licensor as security for the full performance of every provision of this License by Licensee. Licensor may (but shall not be obligated to) apply all or any part of the Security Deposit to cure any default by Licensee hereunder or for the payment of any amount which Licensor may spend or become obligated to spend by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default, and Licensee shall restore to the Security Deposit all amounts so applied within ten (10) days of invoice. Licensor shall not be required to keep the Security Deposit separate from its general funds and Licensee shall not be entitled to interest on the Security Deposit. If Licensee shall fully perform each provision of this License and no amounts are or may become payable to Licensor by Licensee after the expiration or termination of this License, any portion of the Security Deposit which has not been appropriated by Licensor in accordance with the provisions hereof shall be returned to Licensee within thirty (30) days after the expiration of the full stated term of this License. No trust relationship is created hereby between Licensor and Licensee with respect to the Security Deposit.

8. **Work at Premises.** Licensee takes the Premises in an "as is" condition. Licensor makes no warranties, express or implied, including but not limited to any implied warranties of fitness for a particular purpose or habitability. Licensee, at Licensee's sole cost and expense, shall obtain all necessary permits and licenses and perform any and all work to the Premises necessary to make the Premises suitable for Licensee's operations. All such work shall be in accordance with Exhibit B attached hereto and subject to Licensor's advance written approval. Licensee shall not make any alterations to the Premises without Licensor's advance written consent. Licensee shall pay all taxes based on any property of Licensee, real or personal, which shall at any time be in the Premises or any other part of the Center, including Licensee's installations, additions, improvements, fixtures and personal property. Licensee shall not suffer any mechanic's lien to be filed against the Premises or any other part of the Center by reason of any work, labor, services, or materials performed at or furnished to the Premises for Licensee or anyone holding the Premises through or under Licensee. If a mechanic's lien shall be so filed, Licensor may remove it at Licensee's expense.

9. **Maintenance and Operations by Licensee.** In regard to the use and occupancy of the Premises, Licensee will at its expense conduct its business in all respects in a dignified manner in accordance with high standards of store operation consistent with the quality of operation of the Center as determined by Licensor and provide an appropriate mercantile quality comparable with the entire Center, including, without limitation, Licensee shall: (a) keep all exterior store surfaces, including windows and doors, if any, of the Premises clean and in good condition; (b) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (c) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises until removed; (d) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (e) comply with all laws, ordinances,

rules and regulations of governmental authorities and all recommendations of Licensor's fire insurance rating organization now or hereafter in effect; (f) light the show windows of the Premises, if any, and exterior signs, if any, and turn the same off to the extent required by Licensor; (g) keep the Premises sufficiently heated to prevent freezing in water pipes; (h) comply with and observe the Operating Rules/Conditions of Use attached hereto as Exhibit C and all other rules and regulations established by Licensor from time to time which apply generally to all retail tenants in the Center; (i) maintain sufficient and seasonal inventory and have sufficient number of personnel to maximize sales volume in the Premises; (j) only sell products for which it has an agreement or license from the manufacturer of such product authorizing Licensee to sell such product; (k) if the Premises is a kiosk, cart or RMU, display all merchandise only on the kiosk, cart or RMU and not on the floor or adjacent to the kiosk, cart or RMU; (l) load and unload goods only at such times, in the areas and through the entrances designated for that purpose by Licensor; and (m) cause its employees to park their cars in those portions of the parking area designated for customer parking by Licensor; if Licensee or Licensee's employees park in portions of the parking area designated for customer parking, Licensor may, in addition to its other remedies, have the car removed at Licensee's expense.

In regard to its use and occupancy of the Premises and the Center, Licensee will not: (n) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, footwalk, parking area or any other area of the Center; (o) use or permit the use of any objectionable advertising medium such as, without limitation, flashing lights, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the boundaries of the Center, which is in any manner audible or visible outside of the Premises; (p) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (q) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (r) solicit business in the parking area or any other area of the Center; (s) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwalk, parking area or any other area of the Center; (t) receive or ship articles of any kind outside the designated loading areas for the Premises; (u) use any Common Areas for the sale or display of any merchandise or for any other business, occupation or undertaking; (v) conduct or permit to be conducted any auction, fire, going out of business, bankruptcy, or other similar type sale in or connected with the Premises; (w) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for similar centers conducted in accordance with good and generally accepted standards of operation including, without limitation, the sale or marketing of counterfeit goods or goods or services that otherwise infringe or confuse another party's trademarks, trade dress or other intellectual property rights; (x) place a load upon any floor which exceeds the floor load which the floor was designed to carry; (y) operate its heating or air-conditioning in such a manner as to drain heat or air-conditioning from the premises of any other tenant or other occupant of the Center; or (z) distribute any handbills or other advertising matter in the Center or on automobiles parked in the parking areas of the Center.

If Licensee does not fulfill its obligations to repair and maintain the Premises, Licensor has the right to perform such obligations for Licensee, without responsibility for any damage caused by Licensor's work. Licensor also has the right to make any emergency repairs. Licensee shall immediately reimburse Licensor for any cost Licensor incurs in performing any maintenance or repair work, plus a 20% administrative fee.

**10. Signs.** Subject to Licensor's prior written approval, Licensee shall install a storefront sign in compliance with Licensor's storefront criteria and all laws, ordinances, rules and regulations imposed by any governmental authority which sign shall depict Licensee's Permitted Trade Name. Licensee shall not be allowed to open for business in the Premises until such storefront signage (or kiosk or RMU signage, as the case may be) is installed by Licensee. Licensee shall not inscribe, paint or affix any other sign, advertisement, display or notice on any part of the Premises or the Center, except as Licensor may approve in advance in writing. All signs, placards, banners, pennants and other advertising matter shall be prepared in a professional manner. All signs installed by Licensee shall be removed, at Licensee's sole cost and expense, upon termination of this License with the sign location restored to its former state.

**11. Hours of Operation; Usage.** Licensee covenants to continuously operate during the entire term of this License (including any applicable extensions or renewals hereof) upon the whole of the Premises Monday through Friday 10 a.m. to 7 p.m., Saturday 10 a.m. to 6 p.m., and Sunday 11 a.m. to 5 p.m. or other such hours as are from time to time imposed by Licensor ("Store Hours"). The Licensee shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of the maximum volume of business in and at the Premises. Licensee shall only open for business outside of the Store Hours with Licensor's prior written approval. If Licensee shall fail to operate its business during the Store Hours, in addition to any other remedy available to Licensor under this License or by law, Licensee shall pay to Licensor as limited damages for such breach a sum equal to \$50 for each hour or portion thereof during which Licensee shall fail to operate. If the Licensee shall fail to operate its business during the Store Hours then Licensor reserves the right to remove Licensee and Licensee's property from the Premises and store said property. Licensor shall not be responsible for loss or damage to, and/or theft of Licensee's property during or subsequent to such removal from the Premises.

Licensee shall not do, permit or suffer to be done anything in or about the Premises or the Center which will in any way obstruct or interfere with the rights of other tenants or occupants of the Center or injure or annoy them, their customers or clients, nor shall Licensee use or allow the Premises to be used for any purpose which is objectionable or offensive in Licensor's reasonable judgment or which may be unlawful. In no event shall Licensee use the Premises in any manner which violates any recorded restriction applicable to the Premises or the Center or use or permit the use of space in the Premises for any use which is in conflict with or may create rights pursuant to the exclusive or prohibited use rights of other tenants.

If Licensee permits or engages in any activity which, in Licensor's reasonable judgment, is objectionable, offensive or otherwise constitutes a nuisance to the customers or other tenants of the Center or that may be unlawful, or in violation of this License, Licensee shall immediately discontinue such activity or take immediate action to cause the activity to be discontinued with all due diligence. Licensee's failure to comply shall constitute a default of this License and entitle Licensor to pursue its remedies for such a breach and default.

**12. Access to Premises.** Licensor reserves the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, or the use thereof by Licensee, or for making repairs. The exercise by Licensor of any of its rights herein shall not be deemed an eviction or disturbance of Licensee's use and possession of the Premises.

**13. Insurance.** Licensee shall maintain at its sole expense during the term hereof, commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00) and Licensee shall provide, in addition, excess liability insurance on a following form basis, with overall excess limits of at least Three Million Dollars (\$3,000,000.00), specifically including liquor liability insurance covering consumption of alcoholic beverages purchased or received from Licensee, if the sale or distribution of alcoholic beverages is permitted in the Premises. Such policy shall insure Licensee's performance of the indemnity provisions of this License, but the amount of such insurance shall not limit Licensee's liability nor relieve Licensee of any obligations hereunder. Licensee shall also keep in force insurance against loss or damage to plate glass in or on the Premises and fire and extended coverage insurance for the full replacement value of Licensee's improvements and Licensee's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Licensee shall also maintain boiler and machinery insurance on the heating, ventilating and air conditioning system serving the Premises. All such policies shall be written by companies reasonably satisfactory to Licensor, and Licensee will cause such insurance policies to name the following as additional insureds: Licensor (owner), CWC Capital Asset Management, LLC (special servicer), Mid-America Asset Management, Inc., (agent) and Mid-America Real Estate Wisconsin, LLC (agent), and such other parties reasonably requested by Licensor in writing. All such policies shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Licensor in connection with any loss or damage covered by the policy. In addition, Licensee shall keep in force Workman's Compensation or similar insurance to the extent required by law. Upon execution of this License, Licensee shall deliver copies of said policies or, pending issuance of such policies, certificates thereof to Licensor. Should Licensee fail to effect the insurance called for herein Licensor may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Licensee shall pay all sums so expended to Licensor as Additional Rental following invoice and promptly upon demand. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Licensor thirty (30) days prior written notice to Licensor before the policy or policies in question shall be altered or cancelled. All insurance carried by Licensee must be "guaranteed cost" insurance coverage with no deductible allowed for real or personal property coverage greater than Twenty Five Thousand Dollars (\$25,000.00). High deductibles, self insured retentions, or any form of "self-insurance", or "captive insurance" may not be used to fulfill this requirement. No deductible or similar retention will be accepted for any third party coverage; including, without limitation, workers compensation, commercial general liability or auto liability. Licensee's insurance shall be primary, and any insurance maintained by Licensor or any other additional insureds hereunder shall be excess and noncontributory. Licensor shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Licensee hereunder from time to time.

**14. Waiver of Subrogation.** Licensee hereby releases Licensor, and Licensor's partners, officers, directors, members, agents and employees, from any and all liability and responsibility to the releasing party and to anyone claiming by or through it or under it, by way of subrogation or otherwise, for all claims, or demands whatsoever which arise out of damage or destruction of property occasioned by perils which can be insured by a "Causes of Loss - Special Form" and/or "special coverage" insurance form, including endorsements extending coverage to the perils of earthquake, earth movement and flood. Licensee grants this release on behalf of Licensee and Licensee's insurance company and represents and warrants to Licensor that Licensee is authorized by its insurance company to grant the waiver of subrogation contained in this Paragraph 14. This release and waiver shall be binding upon Licensee whether or not insurance coverage is in force at the time of the loss or destruction of property referred to in this Paragraph 14.

**15. Waiver of Claims and Indemnity.** Licensee hereby agrees to indemnify and hold and, at Licensor's election, defend Licensor, its partners, members, servicers, trustees, officers, directors, shareholders, beneficiaries, agents and employees harmless from any and all claims, damages, liabilities or expenses arising out of (a) Licensee's use of the Premises; (b) any and all claims arising from any breach or default in the performance of any obligation of Licensee under this License; and (c) any act, omission or negligence of Licensee, its agents, contractors, licensees, invitees or employees. Licensee further releases Licensor from liability for any damages sustained by Licensee or any other person claiming by, through or under Licensee due to the Premises, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of co-tenants or other occupants of the Center. To the maximum extent permitted by law, Licensee agrees to use and occupy the Premises and to use such other portions of the Center as Licensee is herein given the right to use, at Licensee's own risk. Licensor shall not be liable for any damage to or loss of Licensee's personal property, inventory, fixtures or improvements, from any cause whatsoever except the affirmative acts of proven negligence of Licensor, and then only to the extent not covered by insurance to be obtained by Licensee in accordance with Paragraph 13 hereof. The provisions of this Paragraph 15 shall survive the termination of this License.

**16. Assignment.** Licensee shall not sell, assign, mortgage, pledge or in any manner transfer this License or any interest herein, nor sublet or license all or any part of the Premises, by operation of law or otherwise. Licensor may assign this License.

**17. Substitute Space; Termination; Redesign.** At any time hereafter, including prior to the Commencement Date, Licensor may substitute for the space designated herein as the Premises (the "current space") other space at the Center (hereinafter referred to as the "new space") and Licensee shall pay the expenses for moving from the current space to the new space. **Licensor may terminate the Term at any time, with or without cause, (including prior to the Commencement Date) upon five (5) days' notice to Licensee. In the event of termination by Licensor pursuant to the terms hereof, Licensee shall immediately surrender the Premises as required in Paragraph 20 hereof whereupon Licensee shall be entitled to a pro rata refund of any advanced rental payments made by Licensee.** Licensor reserves the right to require Licensee to re-design its merchandise area upon twenty four hour (24) advance notice at Licensee's sole cost and expense in the event the Premises is a cart or RMU, and upon five (5) days advance notice at Licensee's sole cost and expense if the Premises is an in-line space.

**18. Damage; Condemnation.** If the Premises are damaged by fire, explosion, or other casualty or occurrence or any portion of the Premises shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, Licenser may by notice to Licensee elect either to repair or restore the Premises to the extent reasonably practicable (in which, event Licensee shall promptly reopen for business after completion) or terminate the Term. In the event of termination by Licenser pursuant hereto, Licensee shall be entitled to a pro rata refund of any advanced rental payments made by Licensee.

**19. Default.** In the event Licensee fails to perform any of the obligations herein, or fails to pay timely any sums required of Licensee hereunder, or in the event a dispute should arise between Licensee and Licenser, Licenser may, after 24 hours written notice to Licensee, revoke, cancel and terminate this License and remove Licensee's improvements from the Premises, all at Licensee's cost and expense, including, without limitation, attorneys' fees incurred by Licenser to enforce Licenser's rights hereunder, which shall be reimbursed to Licenser by Licensee, and Licenser may pursue all rights afforded by this License, at law or in equity. The remedies specifically provided for in this License are in addition to other remedies available to Licenser under applicable law. The rights in favor of Licensee contained in this License are in the nature of a license and do not create any leasehold or other estate or possessory rights in Licensee, and if Licensee defaults hereunder or this License is terminated, Licensee shall immediately vacate the Center, and any occupancy or activity of Licensee thereafter on the Center is a trespass.

**20. Surrender of Premises.** Upon the expiration of the Term, Licensee shall surrender the Premises to Licenser in "broom clean" condition and otherwise in the same or better condition as the Premises were in upon delivery to Licensee, reasonable wear and tear excepted, and in a neat, clean and orderly condition and in good repair. Licensee shall remove any and all merchandise and other personal property of Licensee from the Premises at the expiration of the Term. If Licensee does not remove its property as herein provided, such property shall be deemed abandoned by Licensee and Licenser may dispose of same as it sees fit. Any holding over without the Licenser's written consent (including any such holdover where the Licensee claims that the Licenser has given oral consent, has consented by conduct, has waived its right to withhold consent, or is estopped from withholding consent) shall constitute only a license at sufferance, terminable by Licenser immediately on delivery of written notice, and during such holdover, Licensee shall be obligated to pay Licenser as liquidated damages and not as a penalty, a sum equal to twice the Rent provided for in this License, prorated on a per diem basis, provided in no event shall Licensee be liable for less than fifty dollars (\$50.00) per day, for all the time Licensee shall so retain possession of the Premises beyond the expiration of the Term plus any additional payments provided for in this License.

**21. Limitation of Licenser's Liability.** Licensee acknowledges and agrees that the liability of Licenser under this License shall be limited to its interest in the Center and any judgments rendered against Licenser shall be satisfied solely out of the proceeds of sale of its interest in the Center. No personal judgment shall lie against Licenser upon extinguishment of its rights in the Center and any judgment so rendered shall not give rise to any right of execution or levy against Licenser's assets. For the purposes of this paragraph only, the term "Licenser" shall mean and include all partners of Licenser (if Licenser is a partnership) and all members and managers of Licenser (if Licenser is a limited liability company). The provisions hereof shall inure to Licenser's successors and assigns, including any mortgagee. The foregoing provisions are not intended to relieve Licenser from the performance of any of Licenser's obligations under this License, but only to limit the personal liability of Licenser in case of recovery of a judgment against Licenser; nor shall the foregoing be deemed to limit Licensee's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Licensee by law or under this License.

**22. Brokers.** Licensee agrees to indemnify Licenser against any claims for brokerage commissions in connection herewith.

**23. Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by U.S. certified or registered mail, postage prepaid, return receipt requested, or via reputable overnight courier addressed to: (a) Licensee, at the address as hereinbefore given, or by posting such notice on the Premises; and (b) Licenser, c/o CWC Capital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500, West, Bethesda, Maryland 20814 Attention: Legal Department; with a copy to Licenser's management company at Mid-America Asset Management, Inc., One Parkview Plaza, 9th Floor, Oakbrook Terrace, IL 60181, Attention: C. Michelle Panovich. Notices and demands shall be deemed to have been given (i) upon the date of the executed return receipt if sent by certified or registered mail, provided that if delivery cannot be made or if any party shall refuse delivery, notices shall be deemed given when mailed; (ii) one business day after delivery to a reputable overnight courier; (iii) upon delivery if personally delivered; or (iv) upon posting if posted to the Premises. If any mortgagee of Licenser shall notify Licensee that it is the holder of a mortgage affecting the Premises, no notice, request or demand thereafter sent by Licensee to Licenser shall be effective unless and until a copy of the same shall also be sent to such mortgagee in the manner prescribed herein, and to such address as such mortgagee shall designate.

**24. Confidentiality.** Licensee represents and warrants that it shall keep the provisions of this License confidential and shall not disclose the provisions to a third party. Licensee acknowledges that any breach of this Paragraph by Licensee shall cause Licenser irreparable harm and shall be a default of this License without notice or opportunity to cure, and Licenser shall have the right to pursue any and all remedies available to Licenser under this License, in equity or at law. The terms and provisions contained in this Paragraph shall survive the termination of this License.

**25. Equipment.** Licensee agrees that any high speed communications equipment used to demonstrate Licensee's goods and services ("Connectivity Equipment") shall only be utilized by Licensee's internal operations within the Premises, that Licensee shall not permit any other party to utilize the Connectivity Equipment nor shall Licensee lease the Connectivity Equipment to any third party or otherwise receive a fee from any third party in connection with the Connectivity Equipment. Except solely for Licensee's own internal operations used within the Premises, no radio or television aerials or other receivers and/or equipment, infrared transmitters/receivers, cabling, telecommunications systems (including but not limited to switching, relay, hub or booster systems) other than the Connectivity Equipment shall be erected or placed within the Premises or on the roof or walls (interior or exterior) of the Premises or the Center without the written consent of Licenser, which may be withheld in Licenser's sole discretion. If Licenser's consent is not received, anything erected



Occupancy Permit

Attachment N

N

N

## THE SHOPS OF GRAND AVENUE

[illegible]

## **EXHIBIT B**

### **THE SHOPS OF GRAND AVENUE**

#### **DESIGN CRITERIA**

- a. If the Premises is a kiosk, the kiosk structure shall be limited to counter units with no overhead obstructions that inhibit the visibility of any mall tenant or business activity in the Center. Counter units shall not exceed 5'-0" in height.
- b. If the Premises is a kiosk, the kiosk structure, if located in an open floor area, shall not be anchored into the floor or other part of the Center structure. Common area width of 10'-0" minimum shall be maintained on all sides of the kiosk, subject to traffic flow.
- c. If the Premises is a kiosk, water service, special HVAC systems and fire sprinkler Protection are not available. HVAC and fire protection systems shall be that which is provided to common areas in the Center.
- d. Design criteria for signage, construction, finish materials, special equipment and, if the Premises is a kiosk, kiosk size shall be evaluated specifically for each Licensee. Licensee shall submit plans and specifications for Licensor's review and approval prior to commencement of construction. Pictures of existing units should be provided.
- e. Licensee shall prepare its plans and perform all work to comply with governing statutes, ordinances, regulations, codes and insurance rating boards and apply for and obtain all necessary permits. Licensor's approval of Licensee's plans shall not relieve Licensee of its obligation to complete all work in accordance with the License, nor does Licensor's approval relieve Licensee from complying with laws, rules, regulations and requirements of local governing authorities, nor can Licensor's approval be relied upon by Licensee as verification of the sufficiency of the plans and specifications for any purpose or for compliance with any legal requirement. Certificates of occupancy and waivers of lien from Licensee's contractors, subcontractors and material men shall be filed with Licensor upon completion of work.
- f. If the Premises is a kiosk, set up and tear down of kiosks must take place when the Center is not open for business, unless Licensor has agreed with Licensee otherwise in writing.
- g. All alterations, additions and improvements to the Premises shall become upon completion the property of Licensor.

## EXHIBIT C

### THE SHOPS OF GRAND AVENUE

#### OPERATING RULES/CONDITIONS OF USE

- a. Licensee must always maintain the Premises in good, clean and safe condition;
- b. Licensee must always maintain all required permits and licenses and observe and comply with all laws, ordinances, rules, regulations and code requirements applicable to the Premises or Licensee's business, and Licensee must abide by Licensor's Operational Guidelines;
- c. Licensee must not sell or market any unlawful or counterfeit goods or services, or otherwise infringe or confuse another party's trademarks, trade dress or other intellectual property rights;
- d. Licensee must run Licensee's business in a professional, first-class and tasteful manner in accordance with Licensor's rules and regulations, as well as reputable business standards and practices;
- e. Licensee may not keep or display any merchandise in the common area of the Center or adjacent to or outside of the Premises or otherwise obstruct these areas;
- f. Licensee's employees must wear appropriate professional attire at all times while at the Center;
- g. Licensee may not permit loudspeakers, televisions, phonographs, radios, flashing lights or other devices to be used in a manner so as to be heard or seen outside of the Premises without Licensor's prior written consent;
- h. Licensee may not distribute any handbills or other advertising material at the Center or on automobiles parked in the parking lots serving the Center;
- i. Food or beverage may not be consumed at the Premises, unless the Premises is an in-line space, where it is possible to do so in a back room, out of sight of customers. Loitering is not permitted at the Premises;
- j. Licensor is not required to provide Licensee with storage space. If Licensor chooses to do so, the terms of that arrangement will set forth in a separate license agreement;
- k. Licensee may not change Licensee's Trade Name without Licensor's prior approval; Licensee hereby represent and warrant that Licensee have the right to use the Trade Name;
- l. All garbage and trash must be stored in an adequate, sanitary, closed container, not visible to the public, within the Premises or the Center as directed by Licensor. Licensee must dispose of such garbage and trash daily, or more frequently if required by the circumstances;
- m. Unless otherwise approved in advance by Licensor, all set-ups, breakdowns and re-stockings must be completed either prior to the Center's opening or after the Center's closing;
- n. No hazardous materials may be brought onto the Premises or any other part of the Center;
- o. Licensee must always maintain a fully stocked supply of inventory, use a sufficient number of adequately trained personnel for efficient service, and otherwise diligently operate Licensee's business so as to produce maximum Gross Sales;
- p. Licensee are responsible for designing, constructing, installing, and maintaining all store signage, including interior and exterior signs, at Licensee's sole expense. All signage must meet Licensor's design criteria, be pre-approved by Licensor and be professionally made – hand-written signs will not be permitted at any time; and
- q. Licensee must comply with Licensor's visual merchandising standards and submit a visual merchandising plan for Licensor's approval prior to opening for business. Licensee agrees to implement Licensor's reasonable visual merchandising recommendations and to modify Licensee's visual merchandising presentation promptly if requested by Licensor. Licensee must furnish all display fixtures, the design, size, and quantity of which will be subject to Licensor's prior written approval. Display fixtures must be of professional quality, well designed and maintained, and must be aesthetically complementary to the surroundings in the Center. Any unapproved fixtures may be removed by Center personnel, and Licensee must pay for the cost of removal and storing any such fixtures.

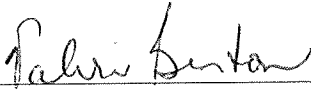


or placed on the roof or elsewhere within the Center may be removed, without notice, and any damage to the walls or roof or elsewhere within the Center shall be the responsibility of Licensee.

26. **Miscellaneous.** The failure of Licensor to insist upon performance by Licensee of any of the terms, conditions and covenants hereof shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. All obligations (including indemnity obligations) herein shall survive the expiration of this License. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. The non-prevailing party shall pay reasonable attorney's fees incurred by the prevailing in the enforcement of any of the terms, covenants or provisions hereof. Time is of the essence with respect to the terms, conditions and provisions of this License. This License shall be construed in accordance with the laws of the state in which the Center is located. The submission of this License for examination or execution does not constitute an offer or a reservation or an option for the Premises, and this License shall become effective only upon execution by Licensor and delivery thereof to Licensee. This License contains all of the agreements between the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Neither party shall record this License.

IN WITNESS WHEREOF, the parties have executed this License, as of the day and year first above written.

**LICENSEE:**

  
\_\_\_\_\_

**LICENSOR:**

275 WEST WISCONSIN AVENUE HOLDINGS, LLC,  
a Maryland limited liability company

By:   
Its Authorized Agent

By: \_\_\_\_\_  
Its: Authorized Agent



City of Milwaukee  
Department of  
City Development

## CERTIFICATE OF OCCUPANCY

**Location:** 275 W. WISCONSIN AV. BL800      **Issued:** October 06, 2011      **#1005002**

**Issued to:** Janus College Preparatory and Arts Academy      **Expires:** 07/23/2017

**Area:** Suite BL 0800, a portion of lower level of the Plankinton Building

**Use:** School, specialty/personal instruction (after-school and weekend program for youth in the performing arts)

**NOT TRANSFERABLE**

\*Occupancy must conform with provisions of chapters 200 and 295 of the building and zoning code. This certificate affects only the use of the premises and does not permit to conduct a licensed business or one prohibited by law.

DCD 201 8/99

**restaurant operation is prohibited between 12 midnight and 5 a.m. unless the business has**



## Building Inspection Letter

Attachment O





Certificate of Insurance

Attachment P

P

P

J.P. and Associates  
5629 W North Avenue  
Milwaukee, WI 53208  
414-871-9040

February 17, 2012

Milwaukee Charter Review  
Milwaukee, WI

To whom it may concern:

This letter is to confirm that Janus Academy has current insurance. In addition, the coverage is being amended to comply with the minimum limits as required by the Charter School program of Milwaukee. The charter program will be added as additional insured and will be notified of any changes or cancellations.

A handwritten signature in black ink, appearing to read 'Mark', with a stylized flourish at the end.

Mark Behrman CPCU, ARM  
J.P. and Associates  
414-871-9040



Engagement Letter

Attachment R

R

R

Bruce Michael Redlin, CPA, LLC  
Certified Public Accountant  
2323 S 109<sup>th</sup> Street, Suite 135  
West Allis, WI 53227  
414-543-1550

January 25, 2011

To whom it may concern:

I have been asked to provide audit and other financial services to Janus College  
Preparatory & Arts Academies, Inc.

I accept the opportunity to provide financial and audit services.

My resume is attached.

Sincerely,

Bruce Michael Redlin, CPA

Bruce Michael Redlin, CPA, LLC  
Certified Public Accountant  
2323 S 109<sup>th</sup> Street, Suite 135  
West Allis, WI 53227  
414-543-1550

Personal Resume -

Graduated from UW – Milwaukee in 1974.

CPA Certificate #5467 issued by the State of Wisconsin in 1975.

Firm resume –

Experience providing financial and audit services to schools, churches, group homes, healthcare facilities and a host of other businesses.

See also [bredlin.com](http://bredlin.com)

References – See attached list of clients.



ABS Wisconsin, Inc.	CBRF
Amato Automotive	401(K)
Anita's Gardens	CBRF
Athens White Birch	CBRF
Autumn Living	CBRF
Brian House	CBRF
Caring Alternatives	CBRF
Char Grill	401(K)
Christian FamilyCare Homes	CBRF
Easter Seals	401(K)
Elizabeth Residence	CBRF
Family Living Services	CBRF
Family Options	CBRF
Golden Care	CBRF
Golden Living	CBRF
Hope Street Ministries	Non Profit
Independent Lifestyles	CBRF
Kathy's House	Non Profit
Liberty House	CBRF
Literacy Services	CBRF
Nord Gear	401(K)
Oakton Manor	CBRF
R & L Spring	401(K)
Sunshine Services	CBRF
Wisconsin Vision	401(K)

**Bruce Michael Redlin, CPA, LLC**  
**Accountants and Auditors**  
2323 South 109<sup>th</sup> Street, Suite 135  
West Allis, Wisconsin 53227  
414-543-1550  
414-543-1580(fax)  
bredlin@bredlin.com

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February 23, 2011

Independent Auditor Report on Management's Planned, Documented Internal  
Controls Policies and Procedures

To the Board of Directors  
Janus College Preparatory & Arts Academies, Inc.

We have examined management's assertions that Janus College Preparatory & Arts Academies, Inc internal control structure over financial reporting is suitably designed to prevent or detect material misstatements in the financial statements on a timely basis as described in the Janus College Preparatory & Arts Academies, Inc Financial Policies Manual.

Our examination was made in accordance with standards established by the American Institute of Certified Public Accountants and, accordingly, included obtaining an understanding of the internal control structure over financial reporting, evaluating the design of the internal control structure, and such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

In our opinion Janus College Preparatory & Arts Academies, Inc. internal control structure over financial reporting as described in the Janus College Preparatory & Arts Academies, Inc. Financial Policies Manual is suitably designed to provide reasonable assurance that the specific control objectives would be achieved if the described policies and procedures were complied with satisfactorily.

Sincerely,



Bruce Michael Redlin, CPA, LLC

Bruce Michael Redlin, CPA, LLC  
Certified Public Accountant  
2323 S 109<sup>th</sup> Street, Suite 135  
West Allis, WI 53227  
414-543-1550

Personal Resume -

Graduated from UW – Milwaukee in 1974.

CPA Certificate #5467 issued by the State of Wisconsin in 1975.

Firm resume –

Experience providing financial and audit services to schools, churches, group homes, healthcare facilities and a host of other businesses.

See also [bredlin.com](http://bredlin.com)

References – See attached list of clients.

AMERICA'S CAR CARE CENTER

AMORIS AUTOMOTIVE

AMORIS LIFESTYLE

Adlene White Birch

AMERICA'S WHITE

Bial House

AMONG THE WOODS

Anor Gm

ANOR Gm - ANOR Gm - ANOR Gm

Antor Sana

ANORIS - ANORIS - ANORIS

Family Living Services

ANORIS - ANORIS

Golden Care

ANORIS - ANORIS

Wagon Street Services

ANORIS - ANORIS - ANORIS

Kenny's House

ANORIS - ANORIS

Library Services

ANORIS - ANORIS

Oakton Manor

ANORIS - ANORIS

Sunshine Services

Vincennes Union

ANORIS

ANORIS

ANORIS

CBRF

ANORIS

CBRF

ANORIS

ANORIS

ANORIS

ANORIS

ANORIS

CBRF

ANORIS

CBRF

ANORIS

Non Profit

ANORIS

Non Profit

ANORIS

CBRF

ANORIS

CBRF

ANORIS

CBRF

ANORIS

Bruce Michael Redlin, CPA, LLC  
Certified Public Accountant  
2323 S 109<sup>th</sup> Street, Suite 135  
West Allis, WI 53227  
414-543-1550

January 25, 2011

To whom it may concern:

I have been asked to provide audit and other financial services to Janus College  
Preparatory & Arts Academies, Inc.

I accept the opportunity to provide financial and audit services.

My resume is attached.

Sincerely,

Bruce Michael Redlin, CPA



# Auditor Report

Attachment S

S

S

**Bruce Michael Redlin, CPA, LLC**  
**Accountants and Auditors**  
2323 South 109<sup>th</sup> Street, Suite 135  
West Allis, Wisconsin 53227  
414-543-1550  
414-543-1580(fax)  
bredlin@bredlin.com

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February 23, 2011

Janus College Preparatory & Arts Academies, Inc.  
Valerie Benton, President  
P.O. Box 080318  
Milwaukee, WI 53208

We are pleased to confirm our understanding of the services we are to provide Janus College Preparatory & Arts Academies, Inc. for the fiscal year ended June 30, 2011.

We will:

- Audit the School's Academic Achievement and Program Results.
- Audit the School's compliance with contractual requirements of the charter school contract.
- Audit the statement of financial position of Janus College Preparatory & Arts Academies, Inc. as of June 30, 2011 and the related statements of activities and cash flows for the year ended June 30, 2011 ("financial statements") presented in accordance with generally accepted accounting principles. In addition, the document we submit to you will include additional information including a Schedule of Instructional Expenses and Schedule of Non-Instructional Expenses. The additional information will be subjected to the auditing procedures applied in our audit of the financial statements.

The objective of our audit of the School's Academic Achievement and Program Results is the expression of an opinion whether your Report on Academic Performance is accurate, valid and representative of the students participating in the program, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America. If our opinion on the Report on Academic Performance is other than unqualified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report because of this engagement.

The objective of our audit of the School's compliance with contractual requirements of the charter school contract is the expression of an opinion whether your assertion on compliance with contract requirements is accurate based on our examination, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America. If our opinion on the compliance with contract requirements is other than unqualified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report because of this engagement.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unqualified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report because of this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report will include a statement that the report is intended solely for the information, use of the Board of Directors, management, and specific legislative or regulatory bodies, is not intended to be, and should not be used by anyone other than these specified parties.

The management of Janus College Preparatory & Arts Academies, Inc. is responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise management about appropriate accounting principles and their application and will assist in the preparation of the School's financial statements, but the responsibility for the financial statements remains with management as part of our engagement we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. Your responsibility includes the establishment and maintenance of adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and taken together, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the School involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the School received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the School complies with applicable laws and regulations.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the School or to acts by management or employees acting on behalf of the School. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or



misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will also request written representations from the School's attorneys as part of the engagement, and they may bill the School for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Identifying and ensuring that Janus College Preparatory & Arts Academies, Inc. complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Janus College Preparatory & Arts Academies, Inc. compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for expressing our opinion on Janus College Preparatory & Arts Academies, Inc. financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform management of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Janus College Preparatory & Arts Academies, Inc.  
Page Four  
February 23, 2011

The audit documentation for this engagement is the property of Bruce Michael Redlin, CPA, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to contracting agencies pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Bruce Michael Redlin, CPA, LLC personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to contracting agencies. The contracting agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

As part of our engagement, we will also prepare the federal and state information returns for the year ended June 30, 2011.

Our fees for this engagement will be based on the time required, billed at our hourly rates, adjusted for the value of the service provided plus our out-of-pocket expenses such as report production, typing, postage, etc. Our invoice for these fees will be rendered upon completion of our engagement and is payable on presentation.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our current peer review report accompanies this letter.

We appreciate the opportunity to be of service to Janus College Preparatory & Arts Academies, Inc. and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Michael Redlin, CPA, LLC". The signature is fluid and cursive, with the initials "BMR" being prominent.

Bruce Michael Redlin, CPA, LLC

RESPONSE:

This letter correctly sets forth the understanding of Janus College Preparatory & Arts Academies, Inc.

Signature:

Title:

Date:



Earl E. Engelson, CPA  
William J. Sherry, CPA

## Engelson & Associates, Ltd.

Certified Public Accountants and Consultants  
3317 Mormon Coulee Road • P.O. Box 785, La Crosse, WI 54602-0785  
(608) 788-2181 • Fax: (608) 788-3162

Bradley J. Peterson, CPA  
Ronald O. Helstad, CPA

September 17, 2008

To the Member  
Bruce Michael Redlin, CPA, LLC

We have reviewed the system of quality control for the accounting and auditing practice of Bruce Michael Redlin, CPA, LLC (the firm) in effect for the year ended June 30, 2008. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included, among others, an audit of an Employee Benefit Plan and an engagement performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests; therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Bruce Michael Redlin, CPA, LLC in effect for the year ended June 30, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

As is customary in a system review, we have issued a letter under this date that sets forth comments that were not considered to be of sufficient significance to affect the opinion expressed in this report.

*Engelson and Associates, Ltd.*

Engelson and Associates, Ltd.

### Members

American Institute of Certified Public Accountants  
PCPS - Division of Firms  
Government & Employee Benefit Plan Audit Quality Centers  
Wisconsin Institute and Minnesota Society of Certified Public Accountants



Auditor Report

Attachment T

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**Bruce Michael Redlin, CPA, LLC**  
**Accountants and Auditors**  
2323 South 109<sup>th</sup> Street, Suite 135  
West Allis, Wisconsin 53227  
414-543-1550  
414-543-1580(fax)  
bredlin@bredlin.com

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February 23, 2011

Independent Auditor Report of Management's Long Range  
Business Plan and 2010-11 School Year Budget

To the Board of Directors  
Janus College Preparatory & Arts Academies, Inc.

We have examined management's long range business plan and 2010-11 school year budget for Janus College Preparatory & Arts Academies, Inc. We believe that the plan contains the essential components of a long range business plan. The five-year plan is based on an increase in the number of students each year. The plan details include increases in its revenue streams as well as diversification of its revenue streams.

The long range business plan includes a detailing of projected expenses. Wages and rent expense are expected to increase 2.5% per year. Classroom related expense increases are determined by the projected increase in number of students. Instructor expenses are determined by the projected increase in the number of staff.

In our review of Milwaukee Janus College Preparatory & Arts Academies, Inc. long range business plan and 2010-11 school year budget, we conclude that the plan provides a sufficient basis for planning, budgeting and reporting as the plan is implemented.

Sincerely,



Bruce Michael Redlin, CPA, LLC



Not Applicable

Attachment U

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Teacher Licensure Assurance

Attachment V

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## EMERGENCY LICENSURE

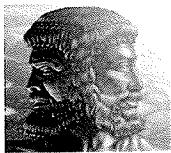
Pursuant to Wis. Stat. 118.19, “any person seeking to teach in a public school, including a charter school, or in a school or institution operated by a county or the state shall first procure a license or permit” from the Wisconsin Department of Public Instruction.

General requirements for educator licensing in Wisconsin (unless otherwise specified under each license type):

- A minimum of bachelor’s degree.
- Completion of an approved educator preparation program, including meeting all applicable Wisconsin statutory requirements and testing requirements.
- Satisfactory background checks result.

JCPAA will assure that any individual that is instructing with an emergency license is working towards appropriate licensure by following the Wisconsin Department of Public Instruction’s License Types and Guidelines and Emergency Licensure Guidelines.





Collaborating Agencies-Pending Approval

Attachment W

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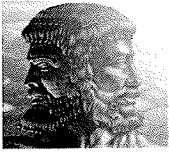
# Janus College Preparatory & Arts Academies High School

## City of Milwaukee Charter School Application

one special education provider of the child. 115.78(1m)(c)

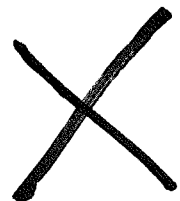
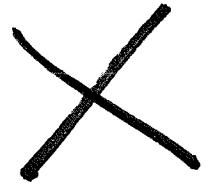
We will work to develop collaborations and partnerships with other agencies, organizations, and institutions that serve students with disabilities for whom we cannot educate on site and to help us with facilitate the best educational program for our students with special education needs.

- Aurora Family Service of Milwaukee
- Counseling Center of Milwaukee
- CSSW Child & Family Counseling
- Milwaukee Public Schools-Special Education Services-Psychological ServicesLuthern Social Services Behavioral Health
- Marquette University
- The Parenting Network
- Sixteenth Street Community Health Center
- United Community Center
- Milwaukee Urban League
- Northcott Neighborhood House
- **Wisconsin Department of Public Instruction**
- **Wisconsin Family Assistance Center for Education, Training and Support, Inc. (WI FACETS)**



Certifications

Attachment X



## 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. (Attachment R)

- ☒ 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 such as the Milwaukee Parental Choice Program. However, schools may not receive tuition payments for the same students from more than one program. Schools may also charge reasonable fees for such items as field trips or extracurricular activities.)
- ☒ 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 that students must meet the following tests: the student is a city resident.
- ☒ I certify that the school named in this application will administer required state examinations. (State law requires charter schools to administer the state's examinations for fourth, eighth and tenth graders.)
- ☒ I certify that the school named in this application is or will be nonsectarian.
- ☒ 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.
- ☒ 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 who are also one or more of the following: dropouts, habitual truants, parents or adjudicated delinquents.)
- ☒ I certify that the school named in this application will abide by health and safety codes that apply to public schools, including immunization requirements.
- ☒ I certify that the school named in this application is located in the City of Milwaukee.

*Continued*

Certification, continued

- ☒ I certify that the applicant is not a for-profit entity.
- ☒ I certify that the school named in this application will abide by city requirements for access to records of a contractor with the city.
- ☒ 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 that 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 convictions of criminal offenses, which would render them unfit to work or otherwise have contact with the school's students and employees.
- ☒ I certify that the school named in this application will submit information required by contract, including an annual financial audit, to the sponsor by the date established in the contract.
- ☒ I certify that I understand that the award of a charter school contract is contingent meeting benchmarks identified in the charter school contract.
- ☒ I certify that the school named in this application will comply with federal regulations that apply to charter schools authorized by the City of Milwaukee, including, but not limited to, the provisions in the *No Child Left Behind Act* that apply to schools in need of improvement (The 2001 passage of the Elementary and Secondary Education Act, also known as *No Child Left Behind*, contains significant sanctions for schools that do not meet its requirements; charter schools are required to comply with its provisions. For guidance from the US Department of Education, please see Charter School Policy Guidance for NCLB.)
- ☒ I certify that the school named in this application will comply with the requirements of the CSRC regarding tasks required by the academic monitoring and operations monitoring consultants and any additional monitoring requirements that the CSRC develops as needed during the lifetime of the school's contract with the City of Milwaukee.

**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.**

Valerie Benton  
Applicant Legal Name

Sah Bui  
Applicant Signature

2/1/14  
Date