

ATTACHMENT A

Bria Grant

3739 N 54th Milwaukee, WI 414-793-8531 Email:Shav114@yahoo.com

Objective

To pursue a career that will allow me to utilize my knowledge and experience working with and in the community by contributing to the growth its by implementing programs that will increase the knowledge of the community, increase civic engagement and ensure access to community resources.

Education- BS in Human Services- May 2007 Springfield College

Experience

Oct2009-Current Discerning Truth Consulting LLC Milwaukee, WI
Consultant

- Contract services to local community organizations to provide family support, counseling and case management
- Work with community organizer to analyze best practices and evidence-based research
- Contract services as a grant writer, business plan developer and strategic planner
- Campaign manager, fundraiser and volunteer recruiter

Aug 2012- Dec 2012 State of WI Milwaukee, WI
Community Outreach Coordinator

- Work with community organizer to analyze best practices and evidence-based research
- Project manager for the 4th Senate district
- Assisted with state legislation/laws
- Field director for the 4th Senate district of Wisconsin
- Planed, coordinated and facilitated community meetings
- Identified district community events and delegated staff
- Served as surrogacy for 4th Senate district

Sept 2010-Aug 2012 ATTIC Correctional Services Milwaukee, WI
AODA Counselor

- Interviewed client through continual assessments for program placement
- Lead Substance Abuse Counselor
- Primary and Aftercare drug treatment Program Coordinator

Sept 2007-August 2009 Career Youth Development Milwaukee, WI
Youth Prevention/Intervention Coordinator

- Youth Group facilitator
- Substance Abuse Counselor
- Program Coordinator
- Director of Summer Day Camp for Milwaukee youth 6-12 years old
- Supervised Milwaukee Area Workforce Investment Board supervisor of 40+ youth workers

August 2008- January 2009 St Aemilian-Lakeside Milwaukee, WI
Professional Foster Parent

- Wrap around youth care coordinator
- Coordinated youth support staff meetings
- Developed treatment plan

Oct 2004-May 2007

Dynacare Labs

Wauwatosa, WI

Phlebotomist

- Oriented satellite office staff
- Specimen collection and processing
- Improved lab turnaround time for quality result reporting
- Assisted with developing / revising office policy and procedures
- Ensure quality assurance and data analyzes

Sep 2003- Oct 2004

Aurora Healthcare

Milwaukee, WI

Phlebotomist

- Oriented satellite office staff
- Ensure quality assurance and data analyzes
- Specimen collection and processing
- Improved lab turnaround time for quality result reporting
- Assisted with developing / revising office policy and procedures

Nov 2001-Dec 2003

C.L.C. Boys And Girls Club

Milwaukee, WI

Administrative Assistant /Mentor

- Mentored high school age student preparing them for college and the work world
- Developed and coordinated programs for students
- Preserved stabilized parent, child and school relationships

Nov 2001-Dec 2003

Beginning of Children's Edu. Milwaukee, WI

Administrative Assistant

- Developed age appropriate curricula for early education programs
- Coordinated and conducted parent meeting and assessments
- Coordinated and facilitated staff trainings and meetings
- Increased enrollment by 50%
- Completed Payroll
- Developed and enhanced policy and procedures
- Created recruitment activities and reward programs

Extra Curriculum Activities/ Training

- Graduate of Center for Progressive Leadership Program
- Founding board member of Janus College Preparatory and Arts Academy
- Board member/ finance committee member of Sharon Junior Academy
- Sharon SDA Church Board member/ treasure's assistant
- Substance Abuse Counselor In-Training Certification with WI DRL
- Moral Recognition Therapy Nationally Certified
- UW-Milwaukee Youth Worker Certification

References upon request

RESUME

DE'SHAWN EWING

3867 N. 37th Street

Milwaukee, WI 53216

414-688-2651

OBJECTIVE: To impact the lives of all youth I encounter. I desire to educate and enlighten youth on ways to obtain their goals through positive means. I believe that children should learn to live their life for tomorrow and not just for today. I believe in personal and professional growth and hope to make that possible for all youth I work for and with.

QUALIFICATIONS

Strongly motivated to excel in all environments.

Dedication to and love for accomplishment

Strong commitment to achieving goals and tasks set before him

EDUCATION

1996 HIGH SCHOOL GRADUATE: John Marshall High School; Milwaukee, WI

Present: Working toward degree in Liberal Arts and Secondary Education.

Milwaukee Area Technical College; Milwaukee, WI

EMPLOYMENT

November 2012 – Present Program Leader

Our Next Generation, Inc; Milwaukee, WI

Work with children and youth ages 5-18 years old

Help conduct daily activities during CLC programming

Develop activities for programming

Assist in program development

January 2010 - August 2012 Summer and After School Program Coordinator

Next Door Foundation: Milwaukee, WI

Develop activities for programming

Direct and guide program focus

Work with children ages 5-12 years old

Monitor volunteers whom assisted with tutoring and other activities

Recruit participants from surrounding neighborhoods and schools

Supervise daily program operations and staff activities

Assist in program marketing and branding

Maintain accurate records of attendance and activities

Create monthly reports of statistics and outcomes

June 2008 – October 2009 Security Assistant

Genesis Detox Center; Milwaukee, WI

Provide protection for property and clientele

Secure Property of clientele

November 2004-January 2007 Curriculum Specialist/Family Interaction Facilitator

Children Service Society of Wisconsin; Milwaukee, WI

Building relationships with Milwaukee Public Schools and Private Schools

Implementation of a Life Skills program in schools within the City of Milwaukee

Monthly statistical reporting and documentation
Networking with other organizations for program growth
Large and small groups facilitation
Working with families on parenting and developmental skills
Supervising family interaction for specific periods of time
Creating goals and implementation of set goals for families in programming
Maintaining relationships with governmental and privatized entities around the City of Milwaukee

September 2003-August 2005 Curriculum Instructor

Milwaukee Public Schools; Best Men Program; Milwaukee, WI

Curriculum Teaching of Life Skills
Monthly statistical reporting and documentation
Conducting presentations to groups of 10 to 200 youth
Activity and Curriculum Development
Activity development and implementation

March, 2003-August, 2003 Curriculum Specialist/Case Manager:

Rosalie Manor Community & Family Services; Teens on the Move Program; Milwaukee

Curriculum Teaching of Life Skills
Curriculum Development and Redevelopment
Conducting small and large group facilitation
Activity development and implementation
Recruitment of teens, ages 13-18
Networking with other organizations for program growth
Presentation to groups 15-200
Monthly statistical reporting and documentation
Building relationships with Milwaukee Public Schools and Private Schools

May, 2002-March, 2003 Teen Leadership Coordinator

Rosalie Manor Community and Family Services; Families United to Prevent Teen Pregnancy Program; Milwaukee, WI

Enhancement and development of mentor program (job prep and college readiness)
Creation and implementation of training for teen mentors
Supervision of teen mentors
Continuing many case management duties
Documentation and statistical reporting
Working directly with youth and their families (referral services)

December, 2002 – May, 2002 Case Manager

Rosalie Manor Community and Family Services; Teens on the Move Program; Milwaukee, WI

Conducting small and large group facilitation
One on One home and school visitation
Activity development and implementation
Recruitment of teens, Ages 13-18
Networking with other organizations for program growth
Presentation to groups 15-200
Monthly statistical reporting and documentation
Building relationships with MPS and private schools
Acquired promotion

REFERENCES:

Debi Schwid (414) 218-2136
Theresa Morgan (414) 430-3818
Anntoinette Mckee (414) 397-9877

Bently Turner Vice President – Information Systems Sixteenth Street Community Health Center	
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Mr. Bently Turner is an information technology professional with more than 25 years experience. He is a graduate of the University of Wisconsin – Milwaukee, where he earned a Bachelor of Business Administration – Management Information Systems. Mr. Turner has worked in several industries, which include manufacturing, telecommunications, public utility, education, computer technology, financial services and health care.

During his career, Mr. Turner has developed a variety of skills. He has experience as a computer programmer where he has written software for large corporate systems, as well as customized systems for small business. As a computer consultant, he has worked with multiple clients while providing technical assistance and training for client staff personnel. He has a strong ability to analyze business problems and apply the appropriate technology based solution. Mr. Turner enjoys educating clients. He has conducted individual and group training sessions that focus on basic end user computer skills, Microsoft Office, using online services and the Internet.

He is heavily involved with implementing technology as it relates to providing health care patient services. He has participated in various state and county task forces to examine issues surrounding electronic medical record systems, patient privacy concerns and coordination of care amongst the Milwaukee county hospitals and community health centers.

Mr. Turner is involved in volunteer community service activities. He has served on advisory boards for several organizations in the Milwaukee Public High School system. He has participated in career exploration events where he informs students about technology career options. Mr. Turner is a frequent guest on a local radio show where he presents discussion of current technology news and answers caller questions.

Current Organizational Involvement

- Johnson Park Neighborhood Association Board Of Directors and Neighborhood Block Watch Coordinator

Neighborhood organization that promotes safety and improving the quality of life for residents. We advocate and develop programs and services that foster neighborhood involvement, community growth, economic and social stability.

- American Cancer Society - Sankofa Project Leadership Team

The Sankofa Project was designed to incorporate community feedback through an established collaboration with the Northside YMCA, identified community leaders and American Cancer Society staff using the Community Based Participatory Research Model (CBPR). The objective is working individually, collectively, and cross-functionally to promote success of the Sankofa Project and identify community partners, such as the YMCA, to help reach our goals.

African Americans are more likely to develop cancer than persons of any other racial and ethnic group and cancer death rates among African Americans are the highest among all populations. The Sankofa Project is in place to begin a strong community mobilization effort to increase our volunteer base and program participation in Milwaukee's African-American community.

- Northern Star School Advisory Board

Northern Star provides students with an academic program that includes lifelong learning skills, hands-on advanced technology, access to community and business resources and opportunities students need to succeed. Our school population includes students in grades sixth through ninth who are parents, Grade 8 transitional, underachievers, truant and over-age.

- Washington High School Academy Of Information Technology Advisory Board

In partnership with the community, the Academy of Information Technology provides a leading edge, rigorous, career-focused education which will prepare our diverse student body for post-secondary education and an increasingly technology-oriented society.

- Stay In The Game, Inc

The purpose of the organization is to encourage and assist grade, middle and high school amateur athletes, specifically inner-city high school students to remain in school until completion of their individual academic goals. The organization realized that there were many student athletes who performed well during their high school career but lost their eligibility to participate in high school sports activities and at the same time, did not

complete academic requirements to graduate. Helping this "at risk" student athlete, to stay in school, became the major focus of Stay In The Game's mission. Many of our youth will be first generation college students. We develop collaborations with students' families, collegiate academic programs and community partners to give exposure to non-traditional career options, the collegiate environment and to teach them processes for gaining admission to a college or university.

Darron Suttle
2827 West Oriole drive
Milwaukee Wisconsin 53209
414 464-2499
Email: Mugssuttledarron@gmail.com

Work Experience

Title: Assistant Varsity basketball coach Date: 11-7-08 to 2-7-09
Employer: Messmer High School
Address: 742 West Capitol Drive Milwaukee Wisconsin 53206
Phone: 414 264-5440
Supervisor: Jeff Monday (Principal)
Supervisor's phone # 414 264-5440

Title: Associate Director Date: 1-2-08 to Present
Employer: Milwaukee University Graduate School Cooperative
Address: 333 North 35 Street Milwaukee Wisconsin 53208
Phone # 414 344-3579
Supervisor: Chris Crawley
Supervisor's phone # 414 344-3579
Supervisor's email: Mugscrawleychris@gmail.com

Title: Physical Education Teacher Date: 9-7-08 to 11-09
Employer: V.E. Carter Charter School
Address: 2001 West Vliet Milwaukee Wisconsin 53225
Phone # 414 933-4044
Supervisor: Michael Carter
Supervisor's phone # 414 933-4044

Title: Physical Education Teacher Date: 8-24-05 to 8-24-08
Employer: The Hope School
Address: 3225 North Martin Luther King Drive Milwaukee WI 53212
Phone # 414 264-4476
Supervisor: Tommie Myles
Supervisor's email: Tmyles@thehopeschools.org

Title: Youth Counselor Date: 10-14-02 to 8-18-05
Employer: Norris Adolescent Center
Address: W247S10395 Center road Mukwonago Wisconsin 53149
Phone # 262 662-5900
Supervisor: Rick Burrow
Supervisor's phone # 262 662-5900

Title: Youth Counselor Date: 10-15-92 to 11-6-97
Employer: Willowglen Academy

Address: 3903 West Lisbon Milwaukee Wisconsin 53208
Phone # 414 225-4460
Supervisor: Louie Dyer
Supervisor's phone # 414 225-4460

Education

School: Whitefish Bay Dominican high school
Address: 115 East Silver Spring Whitefish Bay Wisconsin 53209

Civics

Vice-president Mugs Co-op board
Volunteer for Mugs Co-op
Garden Homes Community clean up
Basketball coach for The Hope School
Member of Garden Homes Lutheran Church
Former member of the Midwest Minority Officiating Association
Volunteer for the Red Line Milwaukee art collaboration with UWM and Harambee
community outreach

References upon request

DASHA KELLY

Dasha Kelly is a nationally-respected writer, artist and social entrepreneur. She travels extensively leading experiential workshops on creativity, team building and writing. Dasha has delivered her uniquely engaging workshops to college campuses, corporate teams, churches, correctional institutions, arts groups, class rooms in every primary grade (K-12), elderly recreational programs and non-profit organizations.

As a spoken word artist, Dasha has performed throughout the U.S., in Canada and appeared on the final season of *HBO presents Russell Simmons' Def Poetry Jam*. She has shared stages with UK's Linton Kwesi Johnson, former US poet laureate Elizabeth Alexander, Wisconsin poet laureate Max Garland, Grammy-nominated artist Angie Stone and appeared in the indie films *Role Play* and *Mark My Words*. Dasha has released four audio compilations and a poetry chapbook called *Hither*. She has written for *Upscale*, *Black Enterprise* and *Milwaukee* magazines and her narrative essays appear regularly online. Her first novel, *All Fall Down* (Syntax), earned her a place in *Written Word Magazine* as one of the Top Ten Up-and-Coming Writers of the Midwest. *Hershey Eats Peanuts* (Penmanship Books) is her collection of poems, essays and short stories. Her second collection, *Call It Forth*, was released in summer 2014. Dasha's second novel, *Almost Crimson* (Curbside Splendor), will appear on bookshelves nationwide in spring 2015.

Dasha holds an MFA in Creative Writing from Antioch University. She is an alum of the iconic Squaw Valley Writers Community, the former writer-in-residence for the historic Pfister Hotel, a sponsored artist of the National Performers' Network and founder of Still Waters Collective, an arts education and community-building initiative. In 2014, Dasha was selected as a U.S. Embassy Arts Envoy to teach and perform in Botswana, Africa. A former "Army brat," Dasha is currently based out of Milwaukee, where she lives with her cat and two teen daughters.

www.dashakelly.com

TRACEY JO WHITMORE

3715 North 2nd Street
 Milwaukee, WI 53212
 (414) 795-6183
 mswhitmore2002@yahoo.com

EDUCATION: B.A. Psychology-AODA focus/Community Leadership (double major)
 Alverno College (anticipated graduation: TBD)

RELEVANT COURSEWORK:**GROUP RESEARCH PROJECT**

Spring 2007 Initial development of study on women and body image

INDEPENDENT RESEARCHER

Spring 2006 Researched efficacy of mental health courts, mandatory outpatient commitment, jail diversion programs, and police diversion programs for chronically mentally ill criminals

Fall 2005 Researched psychological and physiological effects of PCP, marijuana, and embalming fluid

WORK HISTORY:

2008-2009 **PROGRAM ASSISTANT, Black Health Coalition of Wisconsin, Inc.**

- Provided administrative services to the coordinator of the African American HIV/AIDS Program
- Planned and coordinated community trainings, special events, and consumer/task force meetings
- Administered conventional HIV tests and reported documented information to the State of Wisconsin
- Attended trainings, meetings and conferences, as needed

2006-2008 **RESIDENTIAL CARE WORKER, Phoenix Care Systems, Inc.**

- Provided training/assistance in behavior change and habilitation programs, and health/medication needs
- Provided daily structure/routine for all residents
- Monitored and documented residents' progress relative to all program areas
- Accompanied clients on medical appointments/procedures
- Performed all necessary documentation required by state authorities and program needs as well as client and house account reconciliations

2006-2007 **TELEPHONE COUNSELOR, Mental Health Association in Waukesha County, Inc.**

- Provided and documented anonymous information and referral, crisis intervention, and supportive listening to mentally ill and suicidal individuals, and other callers in Waukesha, Milwaukee, Dane, and other counties according to AHS training

2004-2005 **OVERNIGHT HOUSE MANAGER, Sojourner Truth House, Inc.**

- Attended to the needs of shelter residents, including counseling and dispensing medication
- Assessed potential residents and implemented intake process
- Provided telephone crisis counseling to domestic violence and sexual assault victims; documented police domestic violence reports and bail releases

1991-2003 **CERTIFIED PHARMACY TECHNICIAN**

2002-2003 Milwaukee Health Services (Isaac Coggs Health Connection)

2001-2002 StatScript Pharmacy (now known as BioScript Pharmacy)

1991-2001 Walgreens Pharmacy

- Traditional pharmacy technician functions within a community health clinic, chronic disease specialty pharmacy and retail pharmacy settings, including insurance billing
- Assessed patient needs, provided patient education, and served as a patient advocate
- Worked closely with professionals within the HIV/AIDS, hepatitis and oncology fields and patients support systems

PROFESSIONAL TRAININGS/AFFILIATIONS/AWARDS:

1999-2011 Certified Pharmacy Technician (1401-0553-1063-131)

2002 Certified Red Cross HIV Starter Facts and Practice Trainer, African American/Basic HIV Trainer

2000-present Member, Black Health Coalition of Wisconsin, Inc. African American HIV/AIDS Task Force

2002-2003 Community member, Isaac Coggs Early Intervention Program Consumer Advisory Board

2003 Co-presenter, University of Wisconsin Continuing Medical Education, Caring for Ourselves Conference

2003 Co-presenter, National Association of People with AIDS 6th Annual Staying Alive Conference

2004 Co-author, Alverno College Student Political Activity report

2000-2010 Completed several HIV/AIDS related trainings offered by various organizations and the State of Wisconsin HIV/AIDS Training program

2009 Certified, HIV Counseling, Testing, and Referral (conventional), State of Wisconsin

CURRENT ACTIVITIES:

2002-present HIV/AIDS advocate and community speaker

2009-present	Peer Educator, Comprehensive Health Education, Inc.
2010-2011	Consultant, Northside Community Center and Owen T. Jackson LLC programs' HIV/AIDS play
2010-present	Coordinator, community-wide HIV/AIDS awareness days' events
2010-present	Funding board member, Janus College Preparatory Academic and Arts High School

RHONDA NICOLE BEGOS

Rhonda Begos has been an entertainer since attending and graduating high school in Stillwater, Minnesota. For over 25 years, Rhonda has learned how to connect with an audience, singing songs that are familiar but seem like a first time occurrence for most who hear it. She has had the esteemed pleasure of performing with: Gene Pitney, Susan Tedeschi, Daryl Stuermer, Jon Paris, Max Weinberg, Shirley Caesar, and most recently during half time at the Milwaukee Bucks game with Milwaukee, Wisconsin hometown favorite and American Idol Contestant, Danny Gokey. She has also opened for Kenny Loggins, Santa, BB King, Peter Frampton, the Gin Blossoms and many other national entertainers. In December of 2005, Rhonda performed backup singing for her former college roommate, Susan Tedeschi, on the Conan O'Brien show.

Rhonda is an active member of her church, Fox River Congregational, where she performs on a regular basis. She is also a member of the very popular nationally known band, StreetLife, the official band of the Milwaukee Bucks which was voted the BEST BAND OF THE NBA. She has performed with

The Eddie Butts Band, Hot Sauce, Cold Sweat, Nana's Basement, Christopher's Project, Body Language, Dynasty, Diamond, Crystal, and she is currently in her 4th year of performing with the nationally known group,

Chick Singer Night. She also performed the National Anthem for the Inauguration of Governor Scott Walker on January 3rd, 2011. She sings the National Anthem for the Milwaukee Brewers - 2 games a month - every season, and for various other professional sporting teams in the State. She also sings the anthem for many patriotic events - not getting paid - but as a "thank you" to our service men and women for putting their lives on the line for me.

Rhonda's philosophy in teaching is to inspire the individual student to find their specific area of expertise, so that their special, unique needs can be realized. Music provides the opportunity for students to expand their horizons, and experiment with different ways to maintain their interest in all areas of life, even outside of the classroom. Her motto is: "Lessons are taught and retained when they can be used in a variety of settings. I remember teachers whose words rang true throughout my life; not just in the classroom."

ATTACHMENT B

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN
Sec. 181.0
Wis. Stats.
2010 MAY 20 AM 9:16

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services



ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: Do not use this form for organizing a for-profit business corporation. Use Form 2)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Janus College Preparatory & Arts Academies, Inc.

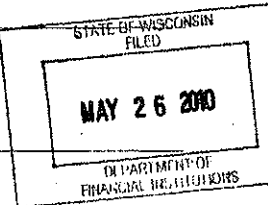
Article 1. Name of the corporation: _____
(Must include "Inc." or similar word. See Instructions)

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: Valerie Benton-Davis

Article 4. Street address of the initial registered office: (The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.)

3109 W McKinley Blvd.
Milwaukee, WI 53208



Article 5. Mailing address of the initial principal office: 3109 W McKinley Blvd.

Milwaukee, WI 53208

Article 6. (Select and mark (X) one of the statements below)

☐ The corporation will have members. OR ☒ The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

Valerie Benton-Davis - 3109 W McKinley Blvd., Milwaukee, WI 53208
Contessa Cole - 2329 North 54th Street., Milwaukee, WI 53210
Teresa Echols - 3844 N. 17th Street., Milwaukee, WI 53206
Shannon Mattox - 4210 W. Juneau Ave., Milwaukee, WI 53208

WI - DFI CORP
FILE IN #


T024421

(OPTIONAL.) Article 8. The purpose or purposes for which the corporation is organized:

This organization was organized for educational and charitable purposes. We will prepare students academically and technically so that they can participate in our global economy, successfully, by providing a rigorous college focused curriculum.

Article 9. Name and complete address of each incorporator:

Valerie Benton-Davis
3109 W McKinley Blvd.
Milwaukee, WI 53208


Incorporator's signature

Incorporator's signature

This document was drafted by Valerie Benton-Davis
(Name the individual who drafted the document)

OPTIONAL - Second choice corporate name if first choice is not available: _____

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy along with the required filing fee of \$35.00 to the address listed below. Make checks payable to the "Department of Financial Institutions". Filing fee is non-refundable. Sign the document manually or otherwise allowed under sec. 181.0120(2).

Mailing Address: Department of Financial Institutions Division of Corporate & Consumer Services P O Box 7846 Madison WI 53707-7846	Physical Address for Express Mail: Department of Financial Institutions Division of Corporate & Consumer Services 345 W. Washington Ave -- 3 rd Fl. Madison WI 53703	Phone: 608-261-7577 FAX: 608-267-6813 TTY: 608-266-8818
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NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.

DFI/CORP/102(R2/8/10)

2 of 3

ARTICLES OF INCORPORATION
Nonstock Corporation

Valerie Benton-Davis
3109 W McKinley Blvd
Milwaukee, WI 53208

▲ Enter your return address within the bracket above.

Phone number during the day: (414) 305 - 2563

INSTRUCTIONS (Continued)

Articles 3 & 4. (Cont'd) P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 6 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. Do not include by-laws, as the department does not accept by-laws for record. Extensive additional provisions may make use of this pre-printed form impractical. If you elect to draft your own articles of incorporation, do not also submit the pre-printed form. (NOTE: Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

DFI/CORP/1021(R2/8/10)

3 of 3

**BY-LAWS OF
JANUS COLLEGE PREPARATORY & ARTS ACADEMIES, INC. (JCPAA)
A NONPROFIT CORPORATION
ADOPTED BY JCPAA BOARD JULY 20, 2010**

ARTICLE I - ORGANIZATION

Section 1. Name

The name of the organization is Janus College Preparatory Arts & Academies, Inc. (JCPAA).

Section 2. Mission

The mission of JCPAA is to prepare students academically and technically so that they can participate in our global economy, successfully, by providing a rigorous college focused curriculum. We believe that one way to help at risk students is by removing the countless obstacles and barriers that keep them from achieving the knowledge and skills they need to succeed. Our mission is based on the philosophy that the best way for students to escape poverty is through educational achievement.

ARTICLE II – PURPOSE

philosophy that the best way for students to escape poverty is through educational achievement.

Section 3. Principal Office

The principal office of the facility shall be located in Milwaukee County, State of Wisconsin.

ARTICLE III – GOALS

JCPAA was created as small learning communities that have a new and ambitious method for educating students facing real academic challenges. The goals of Janus College Preparatory & Arts Academies are to:

- Increase high school graduation rates among at-risk students.
- Increase college acceptance rates.
- Narrow the achievement gap that currently exists in our district.
- See our students through college.
- Promote the arts in music, dance, theater, and visual arts.

ARTICLE IV GOVERNING BOARD

Section 1: Number.

Janus College Preparatory & Arts Academies, Inc. shall have a Governing Board consisting of staff, parents, students, and the community composed of a minimum of seven (7) and a maximum of twelve (12) members. Efforts shall be made to recruit Board Members from diverse segments of the community including business, education government, and human/social services.

Section 2: Term.

- a.) Each member of the Governing Board shall serve up to (4) four school year terms.
- b.) Nominations to the JCPAA Board may occur at any anytime; however, all terms will end on June 30th.

Section 3: Vacancies.

Vacancies on the Governing Board shall exist due to (I.) Resignation or removal of any member, (II.) when term of a current Board Member is up and the Member elects not to renew his/her term; or (III.) whenever the authorized number of directors is increased. Upon such a vacancy, the Governing Board will solicit letters of applications from members of the public interested in serving on the Governing Board. Vacancies on the board may be filled by consensus of the Governing Board.

Section 4: Resignation and Removal.

Any Member may resign at any time by giving written notice to the President or Secretary of the Board. Any member of the Board may be removed at any time, with or without cause, by an affirmative vote of a majority of the remaining Members whenever, in their judgment, the best interest of JCPAA is served by the removal.

Section 5: Compensation.

Members of the Board shall receive no compensation for their services as so members of the Janus College Preparatory & Arts Academies, Inc. Governing or Advisory Board.

Section 6: Attendance.

It is mandatory that the members attend at least 70% of the Governing Board meetings for the school year. Missing numerous meetings may be grounds for dismissal from the Board.

Section 7: Definition of Authority.

The JCPAA Board will supervise, control, and direct the affairs and assets of the Organization and will determine its policies or changes therein within the limits of these by-laws; will actively pursue its purposes; and will, at its discretion, determine the disbursement of its funds. It may adopt rules and regulations for conduct of its business and may, in the execution of the powers granted, appoint such agents or employees, as it may consider necessary.

Section 8: Advisory Board

The Board shall appoint and remove members of an Advisory Board.

Section 9: Board Member Conflicts Of Interest.

It is the intent of this By-law to maintain public confidence and prevent the use of public office or private gain. It is the policy of the Board not to employ Board Members or engage in any action that would result in economic gain for an individual Board Member. Board Members shall notify the Board of any potential conflict of interest prior to the time set for discussion on any such transaction. The written disclosures will be attached to the minutes of the meeting in which Board action occurred relating to the matter disclosed. The JPCAA Board recognizes that each member brings specific expertise, which may be essential to the JCPAA Board informed decision-making on an issue.

Section 10: JCPAA Board Member Job Description

- A) Attend all regular board meetings (should have dates a year ahead)
- B) Serve as an active member of at least one committee
- C) Support the fundraising activities of the Organization
- D) Prepare in advance for board policy and decision-making
- E) Attend the annual board planning retreat (should make strategic plan every three (3) years.

ARTICLE V OFFICERS OF THE GOVERNING BOARD

Section 1: Officers.

The officers of the JCPAA Governing Board will be selected from among the members of the JCPAA Board and will consist of a President, Vice-President, Secretary and Treasurer. The Education Director of the organization by virtue of his office shall be Chairman/President of the Board.

Section 2: Term of Office.

Each officer shall hold office until he or she resigns, is removed, or is otherwise disqualified to serve.

Section 3: Vacancies.

Any vacancy among the Officers shall be filled by the Governing Board. An Officer appointed to fill a vacancy shall serve for the unexpired term of his her predecessor in office.

Section 4: Resignation and Removal

Any Officer may resign at any time by giving written notice to the Director of the Governing Board. Such resignation shall take effect at the time specified therein; and unless otherwise stated therein the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time, with or without cause, by an affirmative vote of a majority of Board Members, whenever, in their judgment the best interests of Janus College Preparatory Arts & Academies is served by the removal.

Section 6: Duties

The duties of the initial officers of the organization shall be as follows:

President:

- The President shall preside at all membership meetings. He/She shall by virtue of his/her office be Chairman of the Board of Directors.
- He/She shall present at each annual meeting of the organization an annual report of the work of the organization.
- He/She shall appoint all committees, temporary or permanent.
- He/She shall see all books, reports and certificates required by law are properly kept or filed.
- He/She shall be one of the officers who may sign the checks or drafts of the organization.

- He/She shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.
- He/She shall keep the minutes and records of the organization in appropriate books.
- It shall be his/her duty to file any certificate required by any statute, federal or state.
- He/She shall give and serve all notices to members of this organization.
- He/She shall be the official custodian of the records and seal of this organization.
- He/She may be required to sign the checks and drafts of the organization.
- He/She shall present at any meetings any communication addressed to him as President of the organization.
- He/She shall attend to all correspondence of the organization and shall exercise all duties incident to the office of Secretary.
- He/She shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization.
- He/She shall cause to be deposited in a regular business bank or trust company a sum not exceeding \$ 20,000.00 and the balance of the funds of the organization shall be deposited in a savings bank except that the Board may cause such funds to be invested in such investments as shall be legal for a non-profit corporation in this state.
- He/She shall render at stated periods as the Board shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of such meeting.

Vice-President:

- The Vice-President shall in the event of the absence or inability of the President to exercise his office become acting president of the organization with all the rights, privileges and powers as if he/she had been the duly elected president.

Secretary:

- The Secretary shall keep the minutes and records of the organization in appropriate books.
- It shall be his/her duty to file any certificate required by any statute, federal or state.
- He/She shall give and serve all notices to members of this organization.
- He/She shall be the official custodian of the records and seal of this organization.
- He/She may be one of the officers required to sign the checks and drafts of the organization.
- He/She shall present to the membership at any meetings any communication addressed to him as Secretary of the organization.
- He/She shall submit to the Board any communications, which shall be addressed to him as Secretary of the organization.
- He/She shall attend to all correspondence of the organization and shall exercise all duties incident to the office of Secretary.

Treasurer:

- The Treasurer shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization.
- He/She shall cause to be deposited in a regular business bank or trust company a sum not exceeding \$ 20,000.00 and the balance of the funds of the organization shall be deposited in a savings bank except that the Board may cause such funds to be invested in such investments as shall be legal for a non-profit corporation in this state.
- He/She must be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.
- He/She shall render at stated periods as the Board shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of such meeting.
- He/She shall exercise all duties incident to the office of Treasurer.

Officers shall by virtue of their offices be members of the Board. No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the organization for duties other than as a board of director member or officer.

ARTICLE VI COMMITTEES

Section 1: Committees

The Board of Directors shall appoint all committees of this organization and their term of office shall be for a period of one year or less if sooner terminated by the action of the Board. Executive Committee can make decisions in place of the Board when needed.

Section 2: Permanent Committees

There shall be permanent committees. Fundraising Committee, Board Development Committee, Marketing/Public Relations Committee, Executive Committee, Strategic Planning Committee and Curriculum/Program Committee.

Section 3: Special Committees

Additionally, we will develop two special committees: Parent and Student Committees.

Section 4: Advisory Committee

Advisory Committee will perform specific tasks and report to the Board for final decisions.

ARTICLE VII MEETINGS

Section 1: Types

- A) Regular
 - 1) The JCPAA Board will hold a minimum of twelve meetings, including an annual meeting, per year to conduct the regular affairs of the Organization. The Governing Board will meet monthly to discuss JCPAA operations and to hear reports, problem-solving scenarios, and updates from Board Members and committees; to consider and to adopt or change policy; consider requests and concerns from parents, students, staff and the community.
- B) Special
 - 1) The President may call special meetings.
 - 2) Written notice of the place, time, and subject matter of each special meeting will be given to each member of the JCPAA Board in a timely fashion before the meeting date. Such notice may be oral, written, mailed, emailed or by telephone transmission.
- C) Annual
 - 1) In August will be the Annual Meeting for the purpose of selection of officers, transacting of such other business as may be brought before the meeting and reviewing and celebrating the accomplishments of the past year.

Section 2: Time and Place of Meetings

The time and place of each regular meeting shall be determined by the President and written notice provided to all members of the JCPAA Board in a timely fashion before the meeting date.

The time and place of each Annual Meeting shall be determined by the President and written notice provided to all members of the JCPAA Board at least ten (10) calendar days prior to the meeting.

Section 3: Meetings by Telephone or other Communicative Technology

Any or all Members may participate in a regular, special, or committee meeting by meeting through the use of telephone or any other means of communication by which either (I) all participating members may simultaneously hear each other during the meeting (II) all communication during the meeting is immediately transmitted to each participating member, and each participating member is able to immediately send messages to all other participating members.

If a meeting will be conducted through the use of any means described above, all participating members shall be informed that a meeting is taking place at which official business may be transacted. A Member participating in a meeting by any means described above is deemed to be present in person at the meeting.

Section 4: Notice and Waiver of Notice.

Notice, including specific agenda information where possible, of any meetings of the JCPAA Governance/Advisory Board at which time adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the Board is or is expected to be in attendances may be posted twenty-four hours in advance at the place of the principal office.

Section 6: Quorum.

For the purpose of transacting business at meetings of the board a quorum shall consist of a majority of the members in office immediately before the meeting begins.

Section 7:

At all meetings, all votes shall be by voice.

ARTICLE VIII ORDER OF BUSINESS VOTING

1. Roll Call.
2. Reading of the Minutes of the preceding meeting.
3. Reports of Committees.
4. Reports of Officers.
5. Old and Unfinished Business.
6. New Business.
7. Next Meeting
8. Adjournment.

ARTICLE IX DUES

There shall be no dues.

ARTICLE X ADMINISTRATIVE

Section 1. Contracts and Documents

Either the Chair, or the Vice-chair will sign, unless otherwise required by law, contracts and other official documents to be executed by the JCPAA Board.

Section 2. Checks, Claims and Financial Documents

An agent empowered by the JCPAA Board will sign all checks, claims and financial documents of JCPAA. Non-payroll checks over \$1,000.00 will require two signatures from the Board for approval for the fiscal agent to issue a check.

Section 3. Deposits

All funds of the JCPAA organization will be deposited to the credit of JCPAA with the fiscal agent and all funds of the school shall be deposited from time to time to the credit of the school at US Banks.

Section 4. Disbursements

JCPAA shall generally disburse funds and pay for services on a reimbursement or payment in arrears basis, unless otherwise specified by the JCPAA Board, or by its designated committees or sub-committees as authorized by the JCPAA Board, for specific purposes or circumstances.

Section 5. Fiscal Year

The fiscal year of the JCPAA will end on December 31 each year.

Section 6. Contracted Services

The JCPAA may, at its discretion, contract with individuals or organizations in order to fulfill its purposes, objectives, and responsibilities.

Section 7. Fiscal Agent

JCPAA may select a fiscal agent, which will serve as a contract agent on behalf of JCPAA and receive and disburse funds.

The fiscal agent must adhere to standard accounting practices and government accounting principles; and must provide the JCPAA with monthly and annual financial statements, and such other financial reports as may be required by the JCPAA or state funding/governing agencies.

Section 8: Books and Records

JCPAA School shall keep correct records and shall also keep minutes of the proceedings of its Board and Committees, and shall keep at its registered or principal office a record giving the names and addresses of the Governing Board and operating Committees. All records of JCPAA School are considered public documents and may be inspected at any reasonable time. However, student personnel records and any other records protected under privacy laws are excluded.

Section 9: Loans

No moneys shall be borrowed on behalf of the school.

ARTICLE XI Indemnification of Officers, directors and Agents; Insurance

Section 1. Indemnification

Subject to the conditions set out below, each person now or heretofore or hereafter a member of the Organization or officer of the Organization, whether or not such person continues to serve in any such capacity at the time of incurring the costs or expenses hereinafter indicated, will be indemnified by the Organization against all financial loss, damage, costs and expenses (including counsel fees) reasonable incurred by or imposed on him/her in connection with or resulting from any civil or criminal action, suit, proceeding, claim or investigation in which he/she may be

involved by reason of any action taken or omitted to be taken by him/her in good faith as such members or officers of the Organization.

Such indemnification is subject to the condition that a majority of a quorum of the JCPAA Board comprised of the members who are not parties to such action, suit, proceedings, claim or investigation, or, if there be no such quorum, independent counsel selected by a quorum of the entire JCPAA Board of directors shall be of the opinion that the person involved exercised and used the care and skill as a prudent man/woman would have exercised or used under the circumstances, or that such person took or omitted to take such action in reliance upon information furnished by an officer of the JCPAA Board and accepted in good faith by such person.

The indemnification provided herein shall insure to the benefit of the heirs, executors or administrators of any member or officer and shall not be exclusive of any other rights to which such party may be entitled by law or under any resolutions adopted by the JCPAA Board.

Section 2. Insurance

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Organization, or who is or was serving at the request of the Organization as a director, officer, employee or agent of another organization, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any capacity, or arising out of his/her status as such, whether or not the organization would have the power to indemnify such person against liability under the provision of this section.

ARTICLE XII AMENDMENTS

The Bylaws may be amended, altered or repeated and new Bylaws adopted upon the affirmative vote of the majority of the Board.

ARTICLE XIII DISSOLUTION OF THE ORGANIZATION

In the event of the liquidation or dissolution of the Organization, whether voluntary or involuntary, the members of the JCPAA Board will, after paying or making provision for the payment of the liabilities of the Organization, distribute or use the remaining assets for one or more of the exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax codes, or distribute such assets to the federal government, or to the state or local government, for a public purpose. Any such assets not so disposed of will be disposed of by the Circuit Court of the county in which the principal office of the Organization is then located, exclusively for such purposes or to such organization or organizations, as said Court will determine, which are organized and operated exclusively for such purposes.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 02 2011

JANUS COLLEGE PREPARATORY & ARTS
ACADEMIES INC
C/O VALERIE BENTON-DAVIS
3109 W MCKINLEY BLVD
MILWAUKEE, WI 53208-2955

Employer Identification Number:
27-2306660
DLN:
17053054361031
Contact Person: ID# 95032
ALICE T LI
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
509(a)(2)
Form 990 Required:
YES
Effective Date of Exemption:
MAY 20, 2010
Contribution Deductibility:
YES
Addendum Applies:
NO

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

-2-

JANUS COLLEGE PREPARATORY & ARTS

Sincerely,



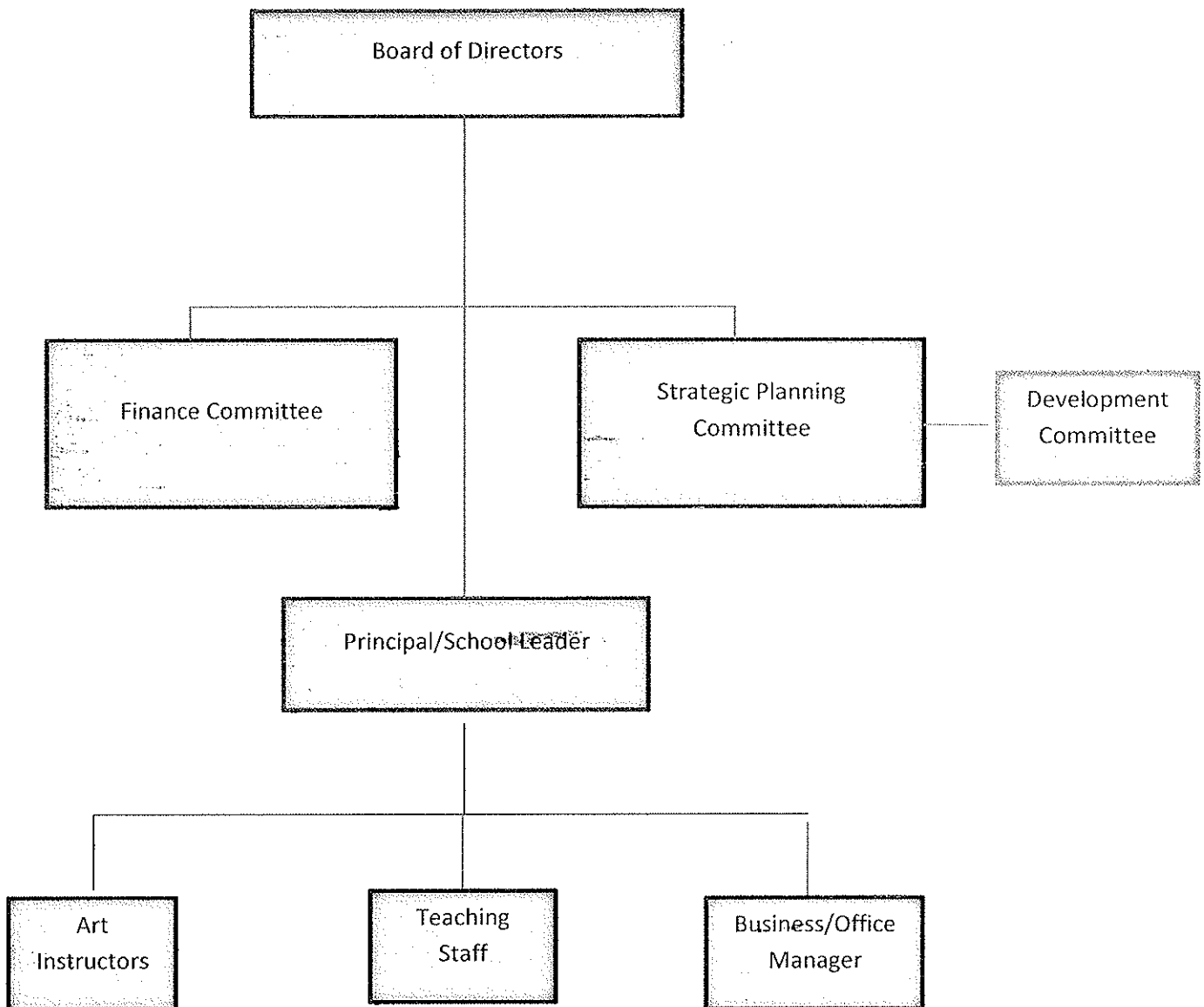
Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

ATTACHMENT C

JCPAA ORGANIZATIONAL CHART



Explanation of the line of authority

- 1. Charter Authority**
- 2. Board of Directors**
- 3. Director/Principal**
- 4. Staff**

JCPAA GOVERNANCE



Janus College Preparatory & Arts Academies (JCPAA) intends to be a not-for-profit independent high school designed to prepare students for a post-secondary education and a career.

JCPAA will be the first arts-focused, college preparatory, independent, charter school in Milwaukee. The school design caters to the needs of students from all socioeconomic backgrounds. Janus provides an academic program that opens doors for lower income high school students by equipping them with the skills, knowledge, and specific resources they need to gain entrance into college and secure financial aid at a college or university of their choice. 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.

Janus College Preparatory & Arts Academies, Inc. shall have a Board consisting of parents, school, and community, and business community. It will be composed of a minimum of seven (7) and a maximum of twelve (12) members. Efforts shall be made to recruit Board Members from diverse segments of the community including business, education, government, and human/social services.

Directors are selected by JCPAA, as the sole member of the Charter School. It is the policy of JCPAA that at least one (1) director will be a parent of a child enrolled in the Charter School. The governance structure is designed to ensure parental involvement:

The Board of Directors of JCPAA is responsible for the overall management of the business and affairs of the Charter School, including reviewing and approving financial and educational policies of the Charter School.

A. The Board of Directors

The JCPAA Board consists of a team of volunteers who share in the mission and vision of JCPAA and have established themselves for the purpose of creating and operating this charter school.

The Board is accountable to the chartering authority for ensuring that funds used to operate the school are in compliance with the charter and that all applicable legal requirements. Additionally, the Board is responsible to students, families, and the community for the direction, financial health and effectiveness of the school. To carry out its responsibilities, the Board exercises the ultimate authority over the operation of the school.

In order to accomplish the task of forming and opening an independent charter school, the Members must bring their educational background, skills, and areas of expertise to the forefront.

JCPAA board members bring the education and professional backgrounds needed to operate a college-based and arts-focused high school. Board members are active in both the arts and education communities. They are developers of foundations and community events. Several are Advocates for the educational rights of students living in the city of Milwaukee and are involved in mentorship programs that provide one-on-one assistance and guidance for underprivileged youth. JCPAA board members are active in several community organizations and neighborhood associations and, have coordinate, organized, and facilitated programs, classes, and workshops. The expertise, educational, and professional backgrounds that each board member has will help with school operations and the success of the school. All members are committed to improving the lives and academic achievement of students in the city of Milwaukee and sharing the mission and vision of JCPAA.

Janus Liberal Arts High School

City of Milwaukee Charter School Application

- Establish a professional rapport with students, parents and staff. Be present at all school-related functions, including open house, new parents' orientation, performances, special events, etc.
- Prepare and file required reports.

Governance Board Members

JCPAA's governing board members are committed to promoting the mission and vision of the school, developing strategic long-term planning, engaging in professional development and training. Our members offer varied expertise in education, human resources, personnel management, finance, marketing, strategic planning, and fundraising, as well as individuals with connections to the community, local businesses, and political leaders.

Listed are the experiences and expertise each board member brings to JCPAA:

Bria Grant

Consultant

Self-Employed

Skills

Educational Programming
Community Organizer/Activist
Prior Board Experience
Campaign Manager
Administration
Human Services
Case Management
Grant Writing
Business Plan Developer
Community Outreach
AODA Counselor
Youth Care Coordinator
Communication
Fundraising
Fund Development
Strategic Planning
Community Volunteer

Janus Liberal Arts High School
City of Milwaukee Charter School Application

Previous or Current Board Experience

Sharon Seventh Day Adventist Church
Janus College Preparatory & Arts Academies, Inc.

Bently Turner

Vice President-Information Systems
Sixteenth Street Community Health Center

Skills

Fundraising (Policy & Procedures)
Governance
Human Resource Training & Development
Technical Assistance & Training
Strategic Planning
Prior Board Experience
Community Volunteer

Previous or Current Board Experience

Janus College Preparatory & Arts Academies, Inc.
Johnson Park Neighborhood Association
American Cancer Society-Sankofa Project Leadership Team
Washington High School IT Board
Stay In the Game, Inc.
Northern Star School

Deshawn Ewing

Program Coordinator
Next Door Foundation

Skills

Organizing/outreach
Fundraising
Curriculum Development & Specialist
Group facilitation
Youth Services
Motivational Speaker
Poet & Spoken Word Performer
Youth Consultant
Program Coordinator
Family Interaction Facilitator
Case Management
Fund Development

Previous or Current Board Experience

Janus College Preparatory & Arts Academies, Inc.
Northern Star School

Janus Liberal Arts High School
City of Milwaukee Charter School Application

Norma Madison
Education Coordinator & Outreach
Milwaukee Urban League

Skills
Human Resources
Public Policy
Fundraising
Event Planning
Teen Parent Advocate
Community Advocacy
Organizing Outreach
Strategic Planning

Previous or Current Board Experience

Northern Star School
Janus College Preparatory & Arts Academies, Inc.
Project Respect, Inc.
Black Health Coalition

Tracey Jo Whitmore
Consultant & Coordinator
Comprehensive Health Education, Inc.

Skills
Health Care
Education
Marketing/Public Relations
Community Organizer/Activist
Community Volunteer
Administration
Prior Board Experience
Programs

Previous or Current Board Experience

Black Health Coalition of Wisconsin, Inc. African American HIV/AIDS Task Force
Isaac Coggs Early Intervention Program
Janus College Preparatory & Arts Academies, Inc.

Darron Suttle
Mentor/Counselor
Genesis One

Skills
Community Outreach
Career & College Readiness Instruction
Training & Development
Youth Consultant & Counselor

Janus Liberal Arts High School
City of Milwaukee Charter School Application

Youth & Young Adult Services

Athletic Coaching

Prior Board Experience

Current or Previous Board Experience

Janus College Preparatory & Arts Academies, Inc.

Midwest Minority Officiating Association

Milwaukee University Graduate School Cooperative

Valerie Benton

Educator

Milwaukee Public Schools

Skills

Training & Development

Curriculum, Instruction, & Assessment

Expertise in teaching and learning

Management of budgets

Organizing/outreach

Youth Care Coordinator

Governance

Event Planning

Strategic Planning

Educational Administration

Case Management

Human Resource Management

Personnel Management

Finance & Operations

Effectively delegate tasks

Communication

Youth Advocacy

Counseling Facilitator

Fine & Performing Arts Entertainment

Entrepreneurial

Business Management

Current or Previous Board

Northern Star School

Janus College Preparatory & Arts Academies, Inc

The governing body, at JCPAA, is responsible for proactively creating, adopting and then rigorously following our own procedures for resolving internal disputes. We will use community resources to assist in developing resolution procedures and in resolving disputes; set procedures for seeking outside assistance from community-based organizations; and ensure that new policy group members are made aware of the process.

ATTACHMENT D

**BOARD RESOLUTION OF
JANUS COLLEGE PREPARATORY & ARTS ACADEMIES, INC. (JCPAA)
A NONPROFIT CORPORATION
ADOPTED BY JCPAA BOARD January 15, 2015**



BOARD RESOLUTION

At the meeting of the Board of Directors of Janus College Preparatory & Arts Academies, Inc. on January 15, 2015, the following resolution was proposed by the board:

Resolved:

WHEREAS the mission of Janus College Preparatory & Arts Academies, Inc. is;

to provide a rigorous college-focused curriculum to prepare students academically and technically so they can successfully participate in our global economy. Our mission is based on the philosophy that the best way for students to escape poverty is through educational attainment and achievement.

WHEREAS Janus College Preparatory & Arts Academies, Inc. is;

a nonprofit organization that intends to open a fine arts and college preparatory charter high school. The Board is in full support of and approves the development of a city charter school and proceeding with completing the application in its entirety.

Signed:



Valerie Benton
President

City Authorizer

ATTACHMENT E

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.

Valerie D. Benton

3109 W. McKinley Boulevard
Milwaukee, Wisconsin 53208
Phone (414) 305-2563 e-mail: 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 6th thru 9th (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 6th thru 8th.
- 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



License Details

When viewing the license details of an educator, the Stage displayed on a license that expires this year may not reflect the actual Stage for which the educator has been approved. If verifying current licensure for employment, it is recommended that the applicant provide proof of accurate licensure via a copy of their license certificate.

Information valid as of 03/03/2015 12:31 PM

All paid applications will be reviewed by DPI. The length of the review process (and possible approval) will vary due to the complexity of each application and overall volume of applications received. This process may take at least 6-8 weeks.

Click "Search Results" to return to the Search Results list.

Click "New Search Criteria" to do another search of this type.

Click "New Search" to start new search.

Click "Print" to print a copy of this page.

BENTON, VALERIE D

Entity Number: 142439

License Type:	A001 - Administrator
Stage:	Professional Educator 5 Year
License Number:	2001006734
Original License Date:	07/01/2000
Most Recent Application/Payment Received:	
Valid From:	07/01/2011
Expires On:	06/30/2016
License Status:	Current
Renewal Guidelines:	Six Credits or PDP Allowed
Pending Renewal/Extension:	No

Position/Subject:	5051 - Principal
Developmental Level:	N/A
Low Grade:	PK
High Grade:	Grade 12

License Type:	T001 - Teacher
Stage:	Professional Educator 5 Year
License Number:	1001018822
Original License Date:	07/01/1993
Most Recent Application/Payment Received:	
Valid From:	07/01/2011
Expires On:	06/30/2016
License Status:	Current
Renewal Guidelines:	Six Credits or PDP Allowed
Pending Renewal/Extension:	No

Position/Subject:	1088 - Elementary/Middle Level Education
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Developmental Level: N/A
Low Grade: Grade 1
High Grade: Grade 8

Position/Subject: 1703 - Social Studies
Developmental Level: N/A
Low Grade: Grade 1
High Grade: Grade 9

License Type: T990 - Intern (Teacher)
Stage: 1 Semester
License Number: 1990011050
Original License Date: 07/01/1992
Most Recent Application/Payment Received:
Valid From: 07/01/1992
Expires On: 06/30/1993
License Status: Expired
Renewal Guidelines:
Pending Renewal/Extension: No

License Type: T400 - Charter School Instructional Staff License
Stage: 5 year
License Number: 1400000884
Original License Date: 07/01/2005
Most Recent Application/Payment Received:
Valid From: 07/01/2011
Expires On: 06/30/2012
License Status: Expired
Renewal Guidelines: Six Credits or PDP Allowed
Pending Renewal/Extension: No

Position/Subject: 1951 - Charter School Teacher
Developmental Level: N/A
Low Grade: PK
High Grade: Grade 12

Linda A. Swift, CPA

Email: lswift@unitedtaxservice.com

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.

- 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.

- 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,

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).

United Tax Service

Email: info@unitedtaxservice.com
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

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.

ATTACHMENT F

Long Term Plan-Budget -Financial/Business Plans Narrative

About The School

Janus Liberal Arts High School, 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 liberal 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.

Janus 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 Janus 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. Janus 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.

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

Title	Number of Staff	Salary	Subtotal
Principal/School Leader	1	\$80,000	\$80,000
Curriculum Generalist	1	\$71,000	\$71,000
Business Manager	1	\$45,000	\$45,000
Regular Ed Teachers	4	\$57,500	\$230,000
Special Ed Teacher	.5	\$28,750	\$28,750
			Total: \$454,750

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.

Curriculum Generalist

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.

ATTACHMENT G

ATTACHMENT H

School Meals / Lunch	5,000	-	-	-	5,000	Staff travel to attend approved professional events
Travel (Staff)						
Fundraising	16,509				16,509	7% Authorizer fee
Authorizer Fee						
TOTAL SCHOOL OPERATIONS	179,609	2,500	-	-	5,000	187,109
FACILITY OPERATION & MAINTENANCE						
Insurance						
Janitorial					8,000	8,000
Building and Land Rent / Lease					18,000	18,000
Repairs & Maintenance						
Equipment / Furniture	12,000				12,000	\$3000/phone equipment \$4000
Security						
Utilities					6,000	6,000
TOTAL FACILITY OPERATION & MAINTENANCE	12,000	-	-	-	32,000	44,000
DEPRECIATION & AMORTIZATION						
DISSOLUTION ESCROW & RESERVES / CONTINGENCY						
TOTAL EXPENSES	764,930	31,250	-	-	53,500	849,680
NET INCOME	60,520	(25,250)	-	-	(53,500)	24,320
ENROLLMENT - *School Districts Are Linked To Above Entries*						
Milwaukee Wisc	45	5				50
	0					
	0					
	0					
TOTAL ENROLLMENT	45	5	-	-		50
REVENUE PER PUPIL	18,343	-	-	-		17,480
EXPENSES PER PUPIL	16,998	6,250	-	-		16,994

Janus Liberal Arts High School

[illegible]

REVENUES FROM STATE SOURCES

	6-7/92	6-8/92	6-9/92	6-10/92	6-11/92	6-12/92	6-13/92	6-14/92	6-15/92	6-16/92	6-17/92	6-18/92	6-19/92	6-20/92	6-21/92	6-22/92	6-23/92	6-24/92	6-25/92	6-26/92	6-27/92	6-28/92	6-29/92	6-30/92	6-31/92	6-32/92	6-33/92	6-34/92	6-35/92	6-36/92	6-37/92	6-38/92	6-39/92	6-40/92	6-41/92	6-42/92	6-43/92	6-44/92	6-45/92	6-46/92	6-47/92	6-48/92	6-49/92	6-50/92	6-51/92	6-52/92	6-53/92	6-54/92	6-55/92	6-56/92	6-57/92	6-58/92	6-59/92	6-60/92	6-61/92	6-62/92	6-63/92	6-64/92	6-65/92	6-66/92	6-67/92	6-68/92	6-69/92	6-70/92	6-71/92	6-72/92	6-73/92	6-74/92	6-75/92	6-76/92	6-77/92	6-78/92	6-79/92	6-80/92	6-81/92	6-82/92	6-83/92	6-84/92	6-85/92	6-86/92	6-87/92	6-88/92	6-89/92	6-90/92	6-91/92	6-92/92	6-93/92	6-94/92	6-95/92	6-96/92	6-97/92	6-98/92	6-99/92	6-100/92	6-101/92	6-102/92	6-103/92	6-104/92	6-105/92	6-106/92	6-107/92	6-108/92	6-109/92	6-110/92	6-111/92	6-112/92	6-113/92	6-114/92	6-115/92	6-116/92	6-117/92	6-118/92	6-119/92	6-120/92	6-121/92	6-122/92	6-123/92	6-124/92	6-125/92	6-126/92	6-127/92	6-128/92	6-129/92	6-130/92	6-131/92	6-132/92	6-133/92	6-134/92	6-135/92	6-136/92	6-137/92	6-138/92	6-139/92	6-140/92	6-141/92	6-142/92	6-143/92	6-144/92	6-145/92	6-146/92	6-147/92	6-148/92	6-149/92	6-150/92	6-151/92	6-152/92	6-153/92	6-154/92	6-155/92	6-156/92	6-157/92	6-158/92	6-159/92	6-160/92	6-161/92	6-162/92	6-163/92	6-164/92	6-165/92	6-166/92	6-167/92	6-168/92	6-169/92	6-170/92	6-171/92	6-172/92	6-173/92	6-174/92	6-175/92	6-176/92	6-177/92	6-178/92	6-179/92	6-180/92	6-181/92	6-182/92	6-183/92	6-184/92	6-185/92	6-186/92	6-187/92	6-188/92	6-189/92	6-190/92	6-191/92	6-192/92	6-193/92	6-194/92	6-195/92	6-196/92	6-197/92	6-198/92	6-199/92	6-200/92	6-201/92	6-202/92	6-203/92	6-204/92	6-205/92	6-206/92	6-207/92	6-208/92	6-209/92	6-210/92	6-211/92	6-212/92	6-213/92	6-214/92	6-215/92	6-216/92	6-217/92	6-218/92	6-219/92	6-220/92	6-221/92	6-222/92	6-223/92	6-224/92	6-225/92	6-226/92	6-227/92	6-228/92	6-229/92	6-230/92	6-231/92	6-232/92	6-233/92	6-234/92	6-235/92	6-236/92	6-237/92	6-238/92	6-239/92	6-240/92	6-241/92	6-242/92	6-243/92	6-244/92	6-245/92	6-246/92	6-247/92	6-248/92	6-249/92	6-250/92	6-251/92	6-252/92	6-253/92	6-254/92	6-255/92	6-256/92	6-257/92	6-258/92	6-259/92	6-260/92	6-261/92	6-262/92	6-263/92	6-264/92	6-265/92	6-266/92	6-267/92	6-268/92	6-269/92	6-270/92	6-271/92	6-272/92	6-273/92	6-274/92	6-275/92	6-276/92	6-277/92	6-278/92	6-279/92	6-280/92	6-281/92	6-282/92	6-283/92	6-284/92	6-285/92	6-286/92	6-287/92	6-288/92	6-289/92	6-290/92	6-291/92	6-292/92	6-293/92	6-294/92	6-295/92	6-296/92	6-297/92	6-298/92	6-299/92	6-300/92	6-301/92	6-302/92	6-303/92	6-304/92	6
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TOTAL REVENUE FROM STATE SOURCES
REVENUE FROM FEDERAL FUNDING[illegible]

TOTAL REVENUE FROM FEDERAL SOURCES

[illegible]

EXPENSES
ADMINISTRATIVE STAFF PERSONNEL COSTS

[illegible]

INSTRUCTIONAL PERSONNEL COSTS

Teachers - Regular	4.60																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</
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NON-INSTRUCTIONAL PERSONNEL COSTS

[illegible]

Janus Liberal Arts High School PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD

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 carries.

*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.

entered below in the Enrollment Section
Please review this schedule with your date is

in row 10.

Total Revenue
Total Expenses
Net Income (Before Cash Flow Adjustments)
Actual Student Enrollment
Total Paid Student Enrollment

Year 1
Year 2
Year 3
Year 4
Year 5

*Year 1 should tie to Totals for Year 1 on Tabs 4 and 5
2016
2017
2018
2019
2020

REVENUE
REVENUES FROM STATE SOURCES
Per Pupil Revenue
CV Per Pupil Rate

Special Education Revenue
Grants
Stimulus
Other
Other

REVENUE FROM FEDERAL FUNDING
IDEA Special Needs
Title I
Title Funding - Other
School Food Service (Free Lunch)
Grants
Charter School Program (CSP) Planning & Implementation
Other
Other

LOCAL AND OTHER REVENUE
Contributions and Donations, Fundraising
Rents Reimbursement
Investment Income, Earnings on Investments
NYC DYCD (Department of Youth and Community Development)
Food Service (Income from meals)
Text Book
Other

TOTAL REVENUE FROM LOCAL AND OTHER SOURCES
TOTAL REVENUE FROM FEDERAL SOURCES
TOTAL REVENUE

EXPENSES
ADMINISTRATIVE STAFF PERSONNEL COSTS
Principal
Curriculum Generalist
Business/Office Manager
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
PAYROLL TAXES AND BENEFITS
Payroll Taxes
Rental / Employee Benefits
Retirement / Pension

TOTAL PAYROLL TAXES AND BENEFITS
TOTAL PERSONNEL SERVICE COSTS
7.50

CONTRACTED SERVICES
Accounting / Audit
Legal
Management Company Fee
Nurse Services
Food Service / School Lunch
Payroll Services
Special Ed Services
Therapist Services (i.e. Title I)
Other Purchased / Professional / Consulting

TOTAL CONTRACTED SERVICES
SCHOOL OPERATIONS
Board Expenses
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

7.50
554,571
598,820
633,220
722,625
647,100

128,571
29,000
12,442
95,392
49,500
15,700

20,737
14,300
46,860
135,303
49,500
15,700

230,000
253,550
338,000
338,000
207,000
207,000

156,000
199,000
202,000
205,000
207,000
207,000

50,000
61,000
62,000
83,000
84,000
84,000

71,000
72,000
73,000
74,000
74,000
74,000

45,000
46,000
47,000
48,000
48,000
48,000

10,000
17,000
5,000
5,000
5,000
5,000

1,500
3,000
3,500
3,500
3,500
3,500

18,750
15,000
15,000
15,000
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15,000

35,250
40,000
40,000
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40,000

5,000
5,000
5,000
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5,000
5,000

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

Based on the number of special ed students enrolled.

2.5% increase proposed years 2 & 3

Lincoln Liberal Arts High School
FOR YEAR ONE OF OPERATION
July 1, 2015 to June 30, 2016

[illegible]REVENUE
REVENUES FROM STATE SOURCES[illegible]

TOTAL REVENUE FROM STATE SOURCES

[illegible]

TOTAL REVENUE FROM FEDERAL SOURCES

[illegible]

EXPENSES

[illegible]

TOTAL ADMINISTRATIVE STAFF

[illegible]

INSTRUCTIONAL PERSONNEL COSTS

[illegible]

NON-INSTRUCTIONAL PERSONNEL COSTS

[illegible]

7.50

24/004

24,604

24,504

24,504

24,604

24,604

24,604

24.604

24.604

24.504

24.604 i

24.604

5.250

[illegible]

Janus Liberal Arts High School **ESTIMATED BUDGET / OPERATING PLAN FOR YEAR ONE - 70% ENROLLMENT**

July 1, 2016 to June 30, 2017

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	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						

Assume 10% of students are special education

	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL
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REVENUE						
REVENUES FROM STATE SOURCES						
Per Pupil Revenue						
Milwaukee Wise	7,775					
	272,125					272,125
	272,125					272,125
Special Education Revenue		3,600				3,600
Grants						
Stipend						
Other						
TOTAL REVENUE FROM STATE SOURCES	272,125	3,600				275,725

REVENUE FROM FEDERAL FUNDING						
IDBA 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
Other						
TOTAL REVENUE FROM FEDERAL SOURCES	431,903		29,900			461,803

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
Estate Reimbursement						
Interest Income, Earnings on Investments						
NYC-DYCD (Department of Youth and Community Development)						
Food Service (Income from meals)						
Text Book						
JCPAA FINE & PERFORMING ARTS STUDIO	15,000					15,000
TOTAL REVENUE FROM LOCAL and OTHER SOURCES	20,000					20,000
TOTAL REVENUE	724,028	3,600	29,900			757,528

JCPAA fundraising events 10 per year

EXPENSES						
ADMINISTRATIVE STAFF PERSONNEL COSTS						
Principal	1.00	80,000				80,000
Instructional Management	1.00	71,000				71,000
Operation / Business Manager	1.00	45,000				45,000
Administrative Staff						
TOTAL ADMINISTRATIVE STAFF	3.00	196,000				196,000

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						
Teacher Assistants						
Specialty Teachers						
Aides						
Therapists & Counselors						
Other						
TOTAL INSTRUCTIONAL	4.50	230,000	28,000			258,000

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

NON-INSTRUCTIONAL PERSONNEL COSTS						
Nurse						
Librarian						
Custodian						
Security						
Other						
TOTAL NON-INSTRUCTIONAL						

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
TOTAL PAYROLL TAXES AND BENEFITS		116,610				116,610

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 Consulting Fee						
Nurse Services						
Food Service / School Lunch						
Payroll Services				2,500		2,500
Special Ed Services						
Tuition Services (i.e. Title I)						
Other Purchased / Professional / Consulting				15,000		15,000
TOTAL CONTRACTED SERVICES						31,500

Financial Audit
 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					12,000
Special Ed Supplies & Materials		5,000				5,000
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

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	-	-	-	-	-	-	
TOTAL SCHOOL OPERATIONS	27,000	5,000	-	-	2,500	104,500	
FACILITY OPERATION & MAINTENANCE							
Insurance	-	-	-	-	-	-	
Insurance	-	-	-	-	-	-	
Building and Land Rent / Lease	-	-	-	-	18,000	18,000	
Repairs & Maintenance	-	-	-	-	-	-	
Equipment / Furniture	12,000	-	-	-	-	12,000	\$3000/phone equipment \$4000
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	72,418	(29,400)	29,900	-	(26,500)	14,918	
ENROLLMENT - *School Districts Are Linked To Above Entries*							
Milwaukee Wisc	0	REGULAR EDUCATI	SPECIAL EDUCATI			35	
0	0	32	3			-	
0	0					-	
0	0					-	
TOTAL ENROLLMENT	0					35	
REVENUE PER PUPIL						21,634	
EXPENSES PER PUPIL						21,211	

ATTACHMENT I

ATTACHMENT J

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

Title	Number of Staff	Salary	Subtotal
Principal/School Leader	1	\$80,000	\$80,000
Curriculum Generalist	1	\$71,000	\$71,000
Business Manager	1	\$45,000	\$45,000
Regular Ed Teachers	4	\$57,500	\$230,000
Special Ed Teacher	.5	\$28,750	\$28,750
			Total: \$454,750

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.

ATTACHMENT K

ATTACHMENT L

ATTACHMENT M

ATTACHMENT N

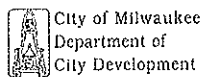


Department of City Development
(414) 286-8211

This Certificate of Occupancy shall be posted in a conspicuous place in the building or structure, or on the premises. The certificate is issued subject to compliance with Board of Zoning Appeals conditions on the reverse side.

If this business is a convenience store, filling station, personal service establishment, or restaurant, operation is prohibited between 12 midnight and 5 a.m., unless the business has obtained a 24-hour establishment license from the City of Milwaukee.

Valerie Benton
Janus College Preparatory and Arts Academy
3109 W McKinley Bld
Milwaukee, WI 53208



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 8/59

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:

Robert Benton

LICENSOR:

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

By: Mid-America Asset Management Inc.,
Its Authorized Agent

By: [Signature]
Its Authorized Agent

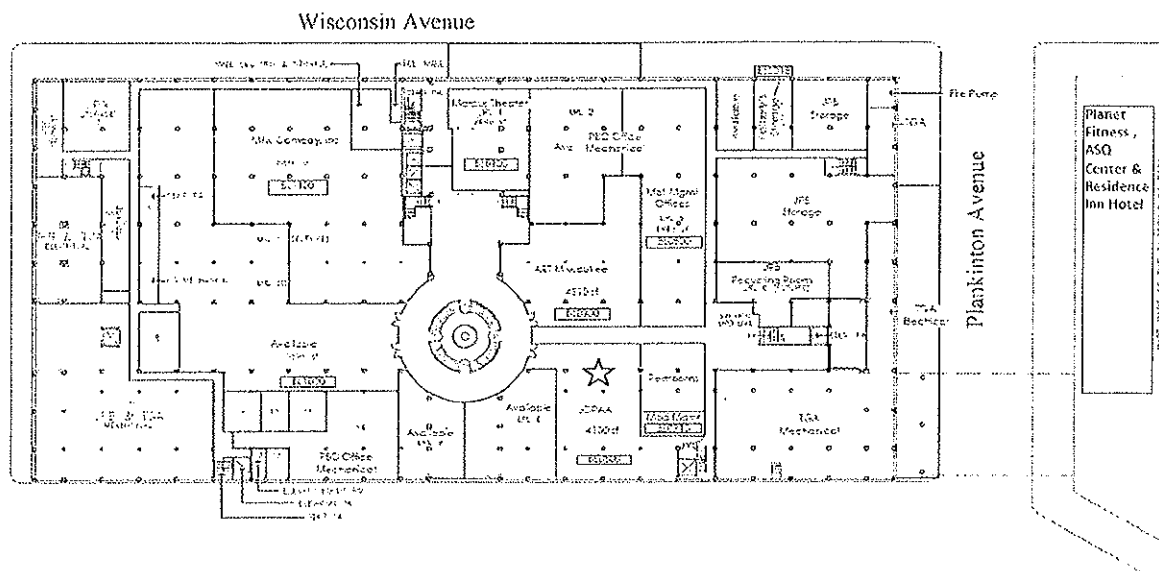
EXHIBIT B

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.

THE SHOPS OF GRAND AVENUE





Occupancy Permit

Attachment N

N

N

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, Licensor 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 Licensor 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 Licensor, Licensor 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 Licensor to enforce Licensor's rights hereunder, which shall be reimbursed to Licensor by Licensee, and Licensor 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 Licensor 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 Licensor 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 Licensor may dispose of same as it sees fit. Any holding over without the Licensor's written consent (including any such holdover where the Licensee claims that the Licensor 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 Licensor immediately on delivery of written notice, and during such holdover, Licensee shall be obligated to pay Licensor 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 Licensor's Liability.** Licensee acknowledges and agrees that the liability of Licensor under this License shall be limited to its interest in the Center and any judgments rendered against Licensor shall be satisfied solely out of the proceeds of sale of its interest in the Center. No personal judgment shall lie against Licensor 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 Licensor's assets. For the purposes of this paragraph only, the term "Licensor" shall mean and include all partners of Licensor (if Licensor is a partnership) and all members and managers of Licensor (if Licensor is a limited liability company). The provisions hereof shall inure to Licensor's successors and assigns, including any mortgagee. The foregoing provisions are not intended to relieve Licensor from the performance of any of Licensor's obligations under this License, but only to limit the personal liability of Licensor in case of recovery of a judgment against Licensor; 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 Licensor 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) Licensor, c/o CWC Capital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500, West, Bethesda, Maryland 20814 Attention: Legal Department; with a copy to Licensor'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 Licensor shall notify Licensee that it is the holder of a mortgage effecting the Premises, no notice, request or demand thereafter sent by Licensee to Licensor 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 Licensor irreparable harm and shall be a default of this License without notice or opportunity to cure, and Licensor shall have the right to pursue any and all remedies available to Licensor 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 Licensor, which may be withheld in Licensor's sole discretion. If Licensor's consent is not received, anything erected

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.

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.

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,

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.

ORIGINAL

THE SHOPS OF GRAND AVENUE

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:

I. **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 BLO800 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:** ICPAA
- 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"):

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

- 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:

Period	Percentage Rent Rate	Percentage Rent Breakpoint
N/A	N/A	N/A

- i. **Security Deposit:** \$1,600.00.

- j. **Guarantor:** N/A



Proof of Tenant Status

Attachment M

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ATTACHMENT O

BOARD OF ZONING APPEALS

CITY OF MILWAUKEE

In the Matter of the Appeal of:
BENTON VALERIE, PETITIONER

Case No. 31267

Premises:
275 W. WISCONSIN AV. BL800

The above matter was heard before the Board of Zoning Appeals of the City of Milwaukee on September 22, 2011, based on an appeal from a determination of the Commissioner of City Development of the City of Milwaukee dated July 20, 2011, of a request for permit to occupy a portion of the premises as a specialty school (after-school and weekend program for youth). A decision of the Board was rendered on September 22, 2011. The decision and the minutes were filed immediately thereafter in the office of the Board of Zoning Appeals pursuant to Wisconsin Statutes, 62.23(7)(e).

IT IS FOUND:

That the Plan Examiner from the Department of City Development properly denied the request to occupy a portion of the premises as a specialty school (after-school and weekend program for youth).

Special Uses are required by the Milwaukee Code of Ordinances for the following reasons:

295-703-1

A specialty / personal instruction school is a Special Use in a Central Business District.

The Board of Zoning Appeals concluded, after receiving the Notice of Appeal and Application for Review from the petitioner, and after due notice to the parties in interest, and having heard the evidence of the petitioner, interested parties, and the City of Milwaukee, and being fully advised in the premises,

IT IS CONCLUDED:

Based on the testimony heard by the Board, that the proposed Special Use under Section 295-703-1 of the Milwaukee Code of Ordinances is consistent with:

1. Protection of Public Health, Safety and Welfare.
That the use is designed, located, and operated in a manner so that the public health safety and welfare is protected.
2. Protection of Property.
That the use, value and enjoyment of other property in the neighborhood will not substantially impaired or diminished by the establishment, maintenance or operation of the special use.
3. Traffic and Pedestrian Safety.
That adequate measures have been or will be taken to provide safe pedestrian and vehicular access.
4. Consistency with Comprehensive Plan.
That this special use will be designed, located and operated in a manner consistent with the city's comprehensive plan.

ATTACHMENT P



CERTIFICATE OF LIABILITY INSURANCE

JANUS-1

OP ID: MMB

DATE (MM/DD/YYYY)

02/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. P. & Associates, Inc. 5629 W North Avenue Milwaukee, WI 53208 Mark Behrman	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Century Surety Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Janus College Preparatory Arts Academies, Inc. 275 W Wisconsin Ave, BL0800 Milwaukee, WI 53202	NAIC #	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CCP729160	11/04/2014	11/04/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage for Lower Level and First Floor of Plankinton Arcade
161 W Wisconsin Ave
Mid-American Asset Management Inc., Mid-American Real Estate Wisconsin LLC
Grand Avenue Mall LLC, Alliance Capital Investments

CERTIFICATE HOLDER**CANCELLATION**

The Shops of Grand Avenue 275 W. Wisconsin Ave Suite 5 Milwaukee, WI 53203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Behrman

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ATTACHMENT Q

ATTACHMENT R

ATTACHMENT S

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

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



Auditor Report
Attachment T

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

Engelson & Associates, Ltd.

Certified Public Accountants and Consultants
3317 Mormon Couleas 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

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,



Bruce Michael Redlin, CPA, LLC

RESPONSE:

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

Signature:

Title:

Date:

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.

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

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

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.



Auditor Report
Attachment S

S

S

Bruce Michael Redlin, CPA, LLC
Certified Public Accountant
2323 S 109th 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

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Alameda County

Bruce Michael Redlin, CPA, LLC
Certified Public Accountant
2323 S 109th 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

References – See attached list of clients.

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

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 Academics, Inc.

We have examined management's assertions that Janus College Preparatory & Arts Academics, 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 Academics, 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 Academics, Inc. internal control structure over financial reporting as described in the Janus College Preparatory & Arts Academics, 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

Art's Placement, Inc.	CDRF
Armen Automotive	401(K)
Art's Carpent	CDRF
Athens White Birch	CDRF
Armen's Living	CDRF
Brice House	CDRF
Carney, Edward David	CDRF
Cher Girl	401(K)
Charmaine's Employment Bureau	CDRF
Factor Sean	401(K)
Chadwick's Construction	CDRF
Family Living Services	CDRF
Cherry's Mgmt	CDRF
Golden Gate	CDRF
Chadwick's Living	CDRF
Hoppe Street Ministries	Non Profit
Chadwick's Living	CDRF
Kathy's House	Non Profit
Family Home	CDRF
Literacy Services	CDRF
John's Home	401(K)
Oakton Manor	CDRF
Chadwick's Living	CDRF
Christina's Services	CDRF
Whitman's Vision	401(K)

Bruce Michael Redlin, CPA, LLC
Certified Public Accountant
2323 S 109th 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

References – See attached list of clients.

Bruce Michael Redlin, CPA, LLC
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2323 S 109th 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 Academics, Inc.

I accept the opportunity to provide financial and audit services.

My resume is attached.

Sincerely,

Bruce Michael Redlin, CPA



Engagement Letter

Attachment R

R

R

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 extending from the end.

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



Certificate of Insurance

Attachment P

P

P

ATTACHMENT T

ATTACHMENT U

ATTACHMENT V

ATTACHMENT W

ATTACHMENT X