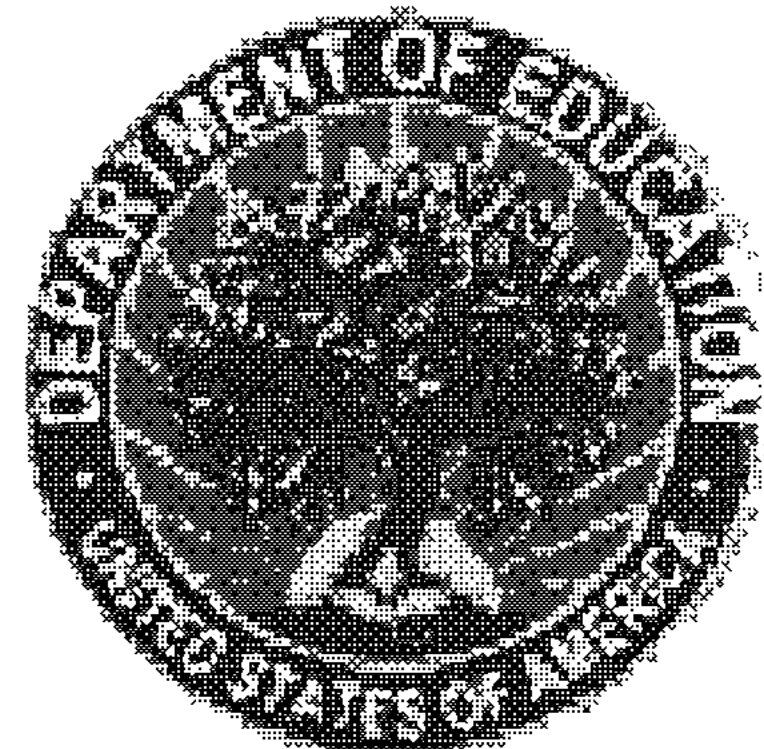


U.S. Department of Education

Washington, D.C. 20202-5335



APPLICATION FOR GRANTS UNDER THE

**CHARTER SCHOOLS PROGRAM NON-SEA PLANNING, PROGRAM DESIGN, AND
IMPLEMENTATION**

CFDA # 84.282B

PR/Award # U282B090008

OMB No. 1894-0006, Expiration Date:

Closing Date: AUG 26, 2009

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This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission	* 2. Type of Application: * If Revision, select appropriate letter(s):	
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	

* 3. Date Received:	4. Applicant Identifier:
8/25/2009	

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
	NA

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Shearwater Education Foundation

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
262850518	827635397

d. Address:

* Street1:	910 North 11th Street
Street2:	
* City:	Saint Louis
County:	Saint Louis City
State:	MO
Province:	
* Country:	USA
* Zip / Postal Code:	63101

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mrs.	* First Name:	Stephanie
Middle Name:	M		

* Last Name: Krauss

Suffix:

Title: President/CEO

Organizational Affiliation:

Employee

* Telephone
Number:

(314)539-4182

Fax Number:

(314)539-4270

* Email: SKRAUSS@SHEARWATEREDUCATION.ORG

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

10. Name of Federal Agency:

U.S. Department of Education

11. Catalog of Federal Domestic Assistance Number:

84.282B

CFDA Title:

Charter Schools Program Non-SEA Planning, Program Design, and Implementation

*** 12. Funding Opportunity Number:**

84.282B

Title:

Charter Schools Program Non-SEA Planning, Program Design, and Implementation

13. Competition Identification Number:

84.282B

Title:

Charter Schools Program Non-SEA Planning, Program Design, and Implementation

14. Areas Affected by Project (Cities, Counties, States, etc.):

Saint Louis City, Missouri

*** 15. Descriptive Title of Applicant's Project:**

Shearwater Education Foundation CFDA 84.282B Grant Application for Planning, Program Design, and Implementation of Shearwater High School

Attach supporting documents as specified in agency instructions.

Attachment:

Title :

File :

Attachment:

Title :

File :

Attachment:

Title :

File :

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant: MO-01

* b. Program/Project: MO-01

Attach an additional list of Program/Project Congressional Districts if needed.

Attachment:

Title :

File :

17. Proposed Project:

* a. Start Date: 9/16/2009

* b. End Date: 9/15/2012

18. Estimated Funding (\$):

a. Federal	\$ 872541
b. Applicant	\$ 0
c. State	\$
d. Local	\$ 0
e. Other	\$
f. Program Income	\$
g. TOTAL	\$ 872541

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. * First Name: Stephanie

Middle Name: M

* Last Name: Krauss

Suffix:

Title: President/CEO

* Telephone Number: (314)539-4182 Fax Number: (314)539-4270

* Email: SKRAUSS@SHEARWATEREDUCATION.ORG

* Signature of Authorized Representative:

* Date Signed:

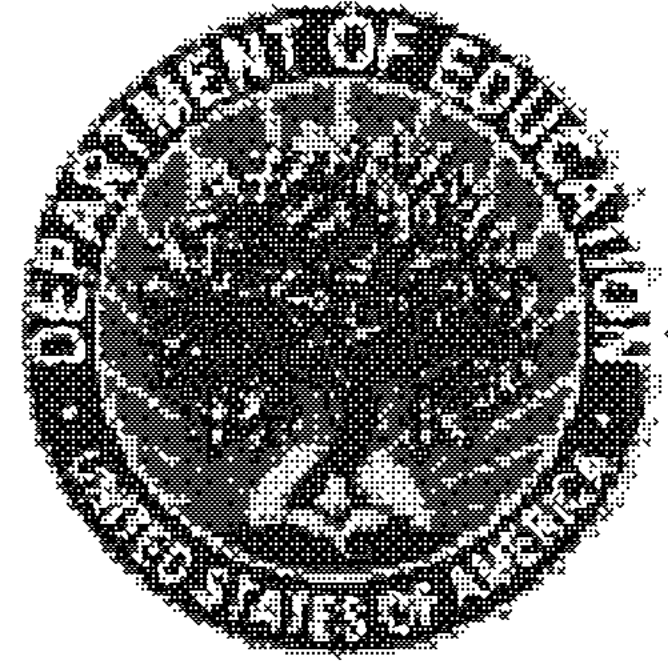
Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A



U.S. DEPARTMENT OF EDUCATION

BUDGET INFORMATION

NON-CONSTRUCTION PROGRAMS

OMB Control Number: 1894-0008

Expiration Date: 02/28/2011

Name of Institution/Organization: Shearwater Education Foundation

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION A - BUDGET SUMMARY
U.S. DEPARTMENT OF EDUCATION FUNDS

Table with 7 columns: Budget Categories, Project Year 1(a), Project Year 2 (b), Project Year 3 (c), Project Year 4 (d), Project Year 5 (e), Total (f). Rows include Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Construction, Other, Total Direct Costs, Indirect Costs, Training Stipends, and Total Costs.

*Indirect Cost Information (To Be Completed by Your Business Office):

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? [] Yes [X] No

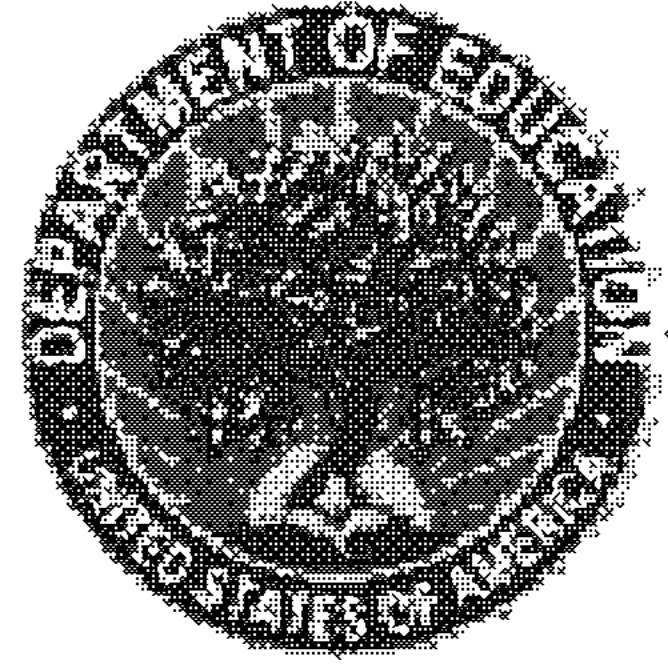
(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: ___/___/___ To: ___/___/___ (mm/dd/yyyy)

Approving Federal agency: [] ED [] Other (please specify): _____ The Indirect Cost Rate is 0%

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

[] Is included in your approved Indirect Cost Rate Agreement? or, [] Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is 0%



U.S. DEPARTMENT OF EDUCATION

BUDGET INFORMATION

NON-CONSTRUCTION PROGRAMS

OMB Control Number: 1894-0008

Expiration Date: 02/28/2011

Name of Institution/Organization:
Shearwater Education Foundation

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION B - BUDGET SUMMARY

NON-FEDERAL FUNDS

Budget Categories	Project Year 1(a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2. Fringe Benefits	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
3. Travel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
4. Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
5. Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
6. Contractual	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
7. Construction	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
8. Other	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
9. Total Direct Costs (lines 1-8)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
10. Indirect Costs	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
11. Training Stipends	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
12. Total Costs (lines 9-11)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Standard Form 424B (Rev.7-97)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. "4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. "1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. "276a to 276a-7), the Copeland Act (40 U.S.C. '276c and 18 U.S.C. "874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. " 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. "1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. "7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. "1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance

of 1975, as amended (42 U.S.C. " 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. " 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. "1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. '470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. "469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. "2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. "4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Representative:

Name of Authorized Certifying Representative: Stephanie Malia Krauss

Title: President/CEO

Date Submitted: 08/02/2009

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	3. Report Type: <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change only: Year: 0 Quarter: 0 Date of Last Report:
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: 0 Name: Shearwater Education Foundation Address: 910 N.11th Street City: Saint Louis State: MO Zip Code + 4: 63101-1018 Congressional District, if known: 01	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Name: Address: City: State: Zip Code + 4: - Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Education	7. Federal Program Name/Description: Charter Schools Program CFDA Number, if applicable: 84.282B	
8. Federal Action Number, if known:	9. Award Amount, if known: \$0	
10. a. Name of Lobbying Registrant (if individual, last name, first name, MI): N/A Address: City: State: Zip Code + 4: -	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A Address: City: State: Zip Code + 4: -	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Name: Stephanie M. Krauss Title: President/CEO Applicant: Shearwater Education Foundation Date: 08/10/2009	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

CHARTER SCHOOLS PROGRAM ASSURANCES

NON-SEA APPLICANTS FOR PLANNING, PROGRAM DESIGN, AND IMPLEMENTATION

Pursuant to Section 5202(b) of the ESEA, an applicant for CSP funds that is not a State educational agency (SEA) must provide the following assurances.

As the duly authorized representative of the applicant, I certify that the applicant will submit to the Secretary:

- (a) All items described in the application requirements;
- (b) An assurance that the eligible applicant will annually provide the Secretary such information as may be required to determine if the charter school is making satisfactory progress toward achieving the objectives described in section 5203(b)(3)(C)(i) of the ESEA;
- (c) An assurance that the applicant will cooperate with the Secretary in evaluating the program assisted under this subpart;
- (d) A description of how a charter school that is considered a local educational agency under State law, or a local educational agency in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act;
- (e) Proof that the applicant has applied to an authorized public chartering authority to operate a charter school and provided to that authority adequate and timely notice, and a copy, of this application; or an assurance that this application is for a precharter planning grant and the authorized public chartering authority to which a charter school proposal will be submitted has not been determined;
- (f) A copy of proof of applicant's non-profit status;
- (g) The applicant's DUNS and TIN numbers;
- (h) A statement as to whether or not an applicant for planning and implementation funding has previously received funding for this program either through a State subgrant or directly from the Department;
- (i) Such other information and assurances as the Secretary may require;
- (j) An assurance that the eligible applicant will use the funds to plan and implement a charter school in accordance with the Charter Schools Program; and
- (k) Assurances that the State educational agency will (i) grant, or will obtain, waivers of State statutory or regulatory requirements; and (ii) will assist each subgrantee in the State in receiving a waiver under section 5204(e) of the ESEA.

NAME OF AUTHORIZED OFFICIAL: Stephanie Malia Krauss

TITLE: President/CEO

SIGNATURE OF AUTHORIZED OFFICIAL:

APPLICANT ORGANIZATION: Shearwater Education Foundation

DATE SUBMITTED: 08/02/2009

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION

Shearwater Education Foundation

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
--

Prefix: Mrs.	First Name: Stephanie	Middle Name: M
Last Name: Krauss	Suffix:	
Title: President/CEO		

Signature: _____	Date: 08/02/2009
------------------	------------------

Section 427 of GEPA

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P. L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

- (1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.
- (2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.
- (3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is **1894-0005**. The time required to complete this information collection is estimated to average 1.5 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4537.

Applicants should use this section to address the GEPA provision.

Attachment:

Title : 84.282B Shearwater Section 427 of GEPA

File : S:\Shearwater Education\Development\Public Funds\Federal\USDE Non-SEA Grants\2009 Grant Preparation\Final Docs 2009 Non-SEA\84.282B Shearwater Section 427 of GEPA.doc

SHEARWATER EDUCATION FOUNDATION CFDA 84.282B

SECTION 427 OF GEPA

The provision, Section 427 of GEPA is addressed in Shearwater's submitted project narrative on pages 11-14. Pertinent text from that section of the project narrative is copied below:

[Excerpted from pages 11-14 of the Project Narrative]

Shearwater will provide a broad continuum of services to any student with special needs. In compliance with Section 427 of GEPA we will ensure that anyone requiring special services is given equitable access to, and participation in our programming. We will ensure the presence of Highly Qualified Special Education Teachers (HQT) in our hiring practices. Over half of our teaching staff will hold or actively seek special education certification. This will allow all students who require specialized services to receive instruction from a HQT, per Missouri's definition. HQT teachers will have opportunities to implement a class-within-a-class approach, as well as a resource or pullout approach for students with and without special needs. This will ensure that all students, regardless of ability status, have the resources and support that they need to meet high academic expectations. Per state law, we will review our student population on a routine basis to ensure that we are in compliance with all special education and LEP requirements.

The following sub-sections outline our comprehensive approach to LEP and special education services:

Limited English Proficiency (LEP) Students

Student Identification

All prospective students will be required to complete a Home Language Survey, in adherence to the Missouri School Improvement Program Standard 6.3. If an enrolled student is identified as having limited English proficiency, his or her support team will administer appropriate English language-proficiency assessments, such as our selected supplemental reading assessment, the Basic Reading Inventory (BRI).

Plan Development

All students will work with their support team to create an Individual Achievement Plan (IAP). If a student requires English language services, these modifications will be integrated into his or her IAP. LEP services may include, but are not limited to the following: individual instruction and/or tutoring, access to computer-based literacy programs, lesson plan modifications, and classroom units emphasizing language development.

Progress Monitoring and Evaluation

Teachers will monitor LEP student progress through qualitative and quantitative measures. These may include teacher observations and student conferencing, parent meetings, classroom assessments, and the administration of the BRI or other norm-referenced quality assessments designed to measure a student's English language skills.

At the end of each school year, Shearwater's Principal will distribute a multivariate survey (measured on a 1-10 Likert Inventory Scale) to all teaching staff to assess school wide LEP services. This information will be gathered and analyzed annually.

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Our small class size and individualized instruction mimics a traditional self-contained special education class. This enables all students to receive personalized and supportive instruction, and a maximum teacher-to-student ratio of 1:15. Every student, regardless of ability status, will be required to

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We will monitor progress through qualitative and quantitative measures for all students with an IEP. The primary methods of monitoring, per state and federal mandates, include, but are not limited to the following: an annual IEP review, provision of prior written notice and procedural safeguards to parents and/or guardians⁶, and providing parents and/or guardians with a Notice of Action that outlines recommendations or changes in student placement. Additional monitoring procedures may include teacher observations, student conferencing, parent and/or guardian meetings, classroom assessments, and the administration of the BRI and/or other criterion- and norm-referenced quality assessments.

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**SUPPLEMENTAL INFORMATION
REQUIRED FOR
DEPARTMENT OF EDUCATION GRANTS**

1. Project Director:

Prefix:	* First Name:	Middle Name:	* Last Name:	Suffix:
Ms.	Stephanie	M	Krauss	

Address:

* Street1: Shearwater Education Foundation
 Street2: 910 North 11th Street
 * City: Saint Louis
 County: Saint Louis City
 * State: MO * Zip / Postal Code: 63101 * Country: USA

* Phone Number (give area code)	Fax Number (give area code)
(314)539-4182	(314)539-4270

Email Address:

SKRAUSS@SHEARWATEREDUCATION.ORG

2. Applicant Experience

Novice Applicant Yes No Not applicable

3. Human Subjects Research

Are any research activities involving human subjects planned at any time during the proposed project period?

Yes No

Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #: 1, 2

No Provide Assurance #, if available:

Please attach an explanation Narrative:

Attachment:

Title : 84.282B Shearwater Supplemental Information SF 424
 File : 84.282B Shearwater Supplemental Information SF 424.doc



SHEARWATER EDUCATION FOUNDATION CFDA 84.282B

**DEPARTMENT OF EDUCATION SUPPLEMENTAL INFORMATION FOR SF 424
EXEMPT RESEARCH NARRATIVE**

Research Project: Impact Assessment of Shearwater's RISE Model for Success

Project Description: The purpose of the impact assessment will be to measure the effectiveness of Shearwater High School's RISE Model for Success when used as an intervention strategy to reengage dropout and disconnected urban youth, ages 17-21, back into school, and graduate them college-able, workforce-ready, and equipped to manage daily living.

Exemptions: The planned impact assessment of Shearwater's RISE Model for Success is exempt from human subjects regulations in accordance to exemptions (1) and (2) as they are described in *Definitions for Department of Education Supplemental Information for SF 424 I.B.*

Justification: An impact assessment will be conducted on Shearwater High School's campus by Shearwater staff and university collaborators. The assessment is divided into two components: (1) program evaluation of the RISE Model for Success, and (2) student progress and achievement during enrollment and after graduation.

As a mixed-methods assessment, empirical data will be obtained from the school's student information system (SIS). Qualitative data will include support team meeting notes, students' Individual Achievement Plans (IAP), staff notes and lesson plans, and site observations.

The program evaluation component satisfies Exemption (1). Research will be limited to examining the effectiveness of the RISE Model for Success program components. Data will be examined and analyzed for trends.

The ongoing and formative assessment of student progress and achievement satisfies Exemption (2). At enrollment, each student will be assigned a random ID number. At the end of each year Shearwater's SIS will generate a report that includes empirical student data and qualitative notes. In Project Years 2 and 3 these reports will be given to an outside program evaluator who will study and analyze the data without being able to link it to specific students. A comprehensive report will be generated for each student when he or she graduates or leaves Shearwater. This report will also be studied and analyzed. This process will enable an examination of trends by student, classroom, and cohort, without potential risk to the student.

Data will be used for program improvement, program efficacy, and outcomes for granting agencies, and potential program replication.

Project Narrative

ED Abstract Narrative Form

Attachment 1:

Title: **84.282B ED Abstract Pages: 1** Uploaded File: **S:\Shearwater Education\Development\Public Funds\Federal\USDE Non-SEA Grants\2009 Grant Preparation\Final Docs 2009 Non-SEA\84.282B Shearwater ED Abstract.pdf**

Organization: Shearwater Education Foundation
Address: 910 N. 11th Street, St. Louis, MO 63101
Project Director: Stephanie Krauss, *President/CEO*
Telephone: 314-539-4182 **Fax:** 314-539-4270
Email: skrauss@shearwatereducaton.org

SHEARWATER EDUCATION FOUNDATION CFDA 84.282B
GRANT APPLICATION FOR PLANNING, PROGRAM DESIGN, AND IMPLEMENTATION OF SHEARWATER HIGH SCHOOL

ED ABSTRACT NARRATIVE

Shearwater High School is a Missouri-approved, sponsored public charter school poised to open in August 2010. The school will provide a high-quality education option to St. Louis youth, ages 17-21, who have dropped out or whose level of disconnection from high school makes an on time graduation improbable. The school will provide students with an accelerated high school education that combines paid internships with instruction on a college campus. Students will receive needed social and economic support services from local nonprofits to ensure continuous engagement and success in both school and life.

Shearwater High School's inaugural class will have 75 students who will be grouped by interest and ability into classes of up to 15. The school will continue enrollment and graduation of students in a manner that will cap Shearwater's enrollment at 180 students.

The goal of Shearwater High School is to graduate all students with a high school degree, prepared for adult living. Readiness for adulthood is demonstrated by being college-able, workforce-ready, and capable of completing daily tasks.

At Shearwater High School students will participate in year-round schooling with school days that run from 9:00 am – 5:00 pm, to simulate regular employment. Shearwater has set ambitious and achievable performance objectives. Objectives in educational performance include student achievement of at least 1.2 years of academic growth each year, accrual of five or more high school credits each year, and transitioning into a postsecondary institution or full-time employment after graduation. Objectives in organizational viability include retention and support of a mission-driven staff, strong financial management and fundraising success.

Shearwater requests \$872,541.50 over a period of 36 months for planning, design and initial implementation of its school model. Requested funds will be used to acquire necessary classroom materials and equipment, pay for contractual services that will be used to refine curriculum, student support services, and the methods for measuring student and school progress toward achieving aforementioned objectives. Grant funds will also cover Shearwater's initial professional development costs, the start-up salary of the school Principal, student transportation, and a basic program evaluation.

In the City of St. Louis approximately one-half of youth from the St. Louis Public Schools fail to graduate. Shearwater High School is a needed school option. It also serves as a demonstration project for how youth who have disconnected can reengage in school, experience strong academic success, and graduate prepared for self-sufficiency in adulthood.

Receipt of grant funds will ensure a strong foundation for Shearwater High School's success.

Project Narrative

Project Narrative Attachment Form

Attachment 1:

Title: **84.282B Shearwater Project Narrative Pages: 50** Uploaded File: **S:\Shearwater Education\Development\Public Funds\Federal\USDE Non-SEA Grants\2009 Grant Preparation\Final Docs 2009 Non-SEA\84.282B.Shearwater Project Narrative .pdf**

SHEARWATER EDUCATION FOUNDATION CFDA 84.282B

**GRANT APPLICATION FOR PLANNING, PROGRAM DESIGN, AND IMPLEMENTATION
OF SHEARWATER HIGH SCHOOL**

PROJECT NARRATIVE

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Selection Criteria (viii)Page 45

Selection Criteria (ix)Page 3

Response to Meeting Selection and Application Criteria

In this grant application, Shearwater has responded to the selection criteria and application requirements as follows:

Selection Criteria	(Addresses) Application Requirement(s)
(i)	(i) and (x)
(ii)	(iv) and (vi)
(iii)	(v) and (ix)
(iv)	(iii) and (viii)
(v)	(iii)
(vi)	(iii)
(vii)	(v)
(viii)	(ii) and (ix)
(ix)	(i), (iii) and (x)

Regarding Application Requirement (ix), Shearwater will not use grant funds for dissemination activities under section 5202(c)(2)(C).

Selection Criteria (i) - The quality of the proposed curriculum and instructional practices

On February 24, 2009, in an address to Congress, President Barack Obama called the country's dropout crisis a "prescription for economic decline." He said three-quarters of the fastest-growing jobs require education past high school. And he called on our country to "expand the promise of education."

In the City of St. Louis less than one-half of youth from the St. Louis Public Schools graduate on time¹. Many of these youth leave school because they have no place to live, have gotten pregnant, or have to support their family. Yet, without a high school degree, they are more likely to rely on public assistance, engage in criminal activity, become teenage parents, be unemployed, and earn much less than those who graduate².

St. Louis needs a portfolio of innovative, working and replicable school models that will reengage disconnected and dropout youth and graduate them as college-able and workforce-ready adults, so that they can experience success in life, and contribute to the stabilization and strengthening of our city and nation.

Shearwater High School (hereinafter, Shearwater) will be the first school in this citywide portfolio. Shearwater aims to meet the needs of youth in the City of St. Louis who have dropped out or whose level of disconnection from school makes an on time graduation improbable. We will provide these youth, ages 17-21, with a quality high school education that combines paid internships with instruction on a college campus, providing students the chance to grow and thrive both socially and economically, so that they can experience success as students and adults.

¹Missouri Department of Elementary and Secondary Education, 2008

²U.S. Government Accountability Office 2008 report on Disconnected Youth

Shearwater's inaugural class will begin in August 2010 and consist of 75 high school-aged students. Students will be grouped by interest, ability, and accumulated credits. In our second year of operations, an additional 75 students will enroll. The school will continue enrollment and graduation of students in a manner that will cap Shearwater's enrollment at 180 students. When the demand for Shearwater is large enough, a second campus will be opened. We believe that a small-school learning environment will best support our students.

Shearwater's Educational Philosophy

At Shearwater, students engage in a rigorous, interdisciplinary, and individualized academic program. Student learning is strengthened by our planned social and economic support services³. Students will attend school from 9:00 AM – 5:00 PM, year-round. The extended school day and year allows for accelerated learning and a simulated workday experience. In the morning, Shearwater students will participate in paid internships in high-growth industries. In the afternoon, students will receive individualized and accelerated instruction, delivered by our teachers, on a college campus.

The RISE Model for Success is the core of Shearwater's school design. It works by **Reengaging** students through a combination of **Instruction**, **Social Development**, and **Economic Development** activities. The model's comprehensiveness allows the school to maintain academic rigor in the classroom while meeting students' daily needs. With these needs met, students will be better engaged and able to meet challenging state and national standards.

³ The majority of social and economic services will be offered outside of the traditional school hours by collaborating agencies. Shearwater's Youth Development Specialists will coordinate student involvement in these services.

The RISE Model for Success was designed using the five-step process of evidence-based practice.⁴ Our team began by asking national and local leaders what was and was not working to reengage disconnected and dropout youth. These findings were vetted against the available research and the transcripts from a series of interviews that we conducted with select youth and educators. Our current version of the RISE Model for Success, as it is described below, emerged from the results of this process. In continuing the process of evidence-based practice, next we will implement the model and routinely evaluate its impact.

The RISE Model for Success

- **Reengagement:** Provision of relevant and rigorous education, plus social and economic developmental opportunities needed to prepare students for adulthood.
- **Instruction:** Individualized plans of study delivered by well-trained and supported teachers. Students will have on- and off-site learning opportunities.
- **Social Development:** Ongoing mentorship by community members and delivery of extracurricular activities, plus as-needed wraparound social services delivered by local nonprofits or government agencies.
- **Economic Development:** Delivery of an asset-building program that includes financial literacy, paid internships, an Individualized Development Account (IDA)⁵, and a checking account with a monitored debit card.

In addition to implementing the abovementioned model, Shearwater will adhere to the Gates Foundation's Alternative High School Initiative's universal distinguishers for excellent

⁴ For more information on evidence-based practice, check out: Bricout, J. C., Pollio, D. E., Edmond, T., & McBride, A. M. (2008). Macro practice teaching and curriculum development from an evidence-based perspective. *Journal of Evidence-based Social Work* (5), 597-621.

⁵ Shearwater High School plans to partner with the United Way of Greater St. Louis to offer students an Individual Development Account (IDA). This account will provide students with \$1: \$1 match in their savings. Savings are available to students after graduation and should be applied to postsecondary education.

alternative education. These distinguishers are as follows: (1) authentic learning, teaching, and performance assessment, (2) personalized school culture, (3) shared leadership and responsibility, (4) supportive partnerships, and (5) future focus for students⁶.

Throughout the term of this grant we will work to develop creative ways to measure the impact that these distinguishers have on helping us to achieve student and school objectives.

Instructional Practices

Each year, teachers will review students' background knowledge, credit-level, interests, and abilities to determine the most appropriate instructional "homeroom" placement. Most instruction will occur in students' homeroom classes, which are groups of up to 15 students who have similar abilities and interests.

We value the combination of instructional creativity with the use of best practices. Currently, our team is putting together an extensive online database of working practices, curricular units, and resources that Shearwater teachers will be able to access and use. In order to best prepare students for college and the workforce, courses will be taught using the following instructional methods:

- **Project-based learning** – a student-centered and guided instructional method that utilizes real-world situations to present new material. This method compels students to formulate connections across the curriculum, aiding in brain-based learning. At Shearwater, this includes internships and independent projects geared toward a student's individual learning styles, interests, and educational needs.

⁶ For more information on the Alternative High School Initiative, check out: www.ahsi.info

- **Problem-based learning** - a student-centered instructional method in which students are engaged in independent or collaborative problem solving. This instructional practice fosters self-directed learning and enables Shearwater students to prepare for adult decision-making.
- **Direct instruction** - a systematic approach to planning, delivering, and assessing lessons. Direct instruction is used to transmit knowledge from the teacher to the student in prearranged format. At Shearwater, this is a college-preparatory strategy.
- **Cooperative learning** - a method of instruction in which students work in a group to accomplish a curricular-based task. This method of instruction allows students to accomplish academic goals while teaching them the essential skills of how to work in a group. Shearwater plans to use this method for courses where students' meet content standards through internship placement.

Curriculum

Shearwater's curriculum will be interdisciplinary, academically rigorous, and easy to tailor to individual student needs. Throughout the pre-operations period, Shearwater's Curriculum Committee, a volunteer group comprised of experienced teachers, administrators, and counselors, has worked and will continue to work on developing the school's curricular framework and course offerings. By the time the school opens, our online database of working practices and resources will be complete.

Once the Principal is hired, he or she will connect to and seek additional resources from the Alternative High School and Early/Middle Colleges Initiatives. The Principal will use the Curriculum Committee's work and resources available from these national initiatives to create a Course Catalog, accessible to students in print and electronically. This catalog will outline the

school's graduation requirements and the various avenues that students have to complete all necessary courses and earn their high school degrees.

By planning an individual pathway to graduation, through a guided selection process, Shearwater provides students with flexibility and choice over their learning, while ensuring that graduation requirements and mastery over course content and standards are met. This prepares them for college registration and scheduling procedures. Most courses offered at Shearwater will integrate multiple academic subject areas. Existing outcomes-producing models, such as the Big Picture Matrix developed by the Big Picture Company, will be used to enhance our course structures. We will focus on increasing numeracy and literacy in each course as we see this as fundamental to student success.

Shearwater plans to hire its Principal on a part-time basis up to nine months prior to the school's opening. We plan to use grant funds to bring our Principal on full-time three months prior to the school's opening. This gives the Principal time to review what has already been accomplished, pull from existing and working models, and engage with our extensive network to create a curricular design that can be easily implemented and routinely evaluated. The Principal will engage all staff in an annual curriculum review and will work with the lead teacher(s) to modify curriculum and instruction as needed throughout the year.

The School Day

Shearwater's school day runs from 9:00 AM – 5:00 PM, Monday thru Friday. In the mornings, students will participate in a three-hour paid internship in a high-growth industry. By participating in paid internships, students accrue academic credit, increase their exposure to high-growth industries, and have the chance to earn and save money. Many youth that we've interviewed cite the need for money generation as a primary or secondary reason for leaving

school before degree completion. Shearwater is working with local nonprofits, St. Louis Community College, and the city's workforce development office⁷ to further develop this internship learning program and aligning it to state and national standards.

In the afternoons, we plan to have students engage in four 55-minute instructional blocks on the St. Louis Community College Forest Park campus. Classes will adhere to the aforementioned curriculum and instruction methods.

Shearwater will assign a trained community mentor to each student who will assist that student in strengthening the skills and knowledge he or she needs to develop for successful adult living. This mentor will also assist the student in academic learning, as appropriate.

Several times each year we will break from the routine to offer multi-day seminars around relevant skill-learning topic areas. Seminar topics may include (1) technology in work, (2) service learning, (3) college preparation, and (4) financial literacy. All seminars will be planned and cross referenced with course objectives and academic standards. Local nonprofits, government agencies and corporations will be invited to conduct or co-facilitate these seminars.

Accommodating Students with Unique Educational Needs

We are committed to providing an academically rigorous and supportive Free and Appropriate Public Education (FAPE) to all students, and will thereby accommodate the unique educational needs of any student with Limited English Proficiency (LEP) and/or requiring an Individualized Education Program (IEP), under Missouri and Federal statute. We will comply with sections 613(e)(1)(B) of the Individuals with Disabilities Education Act. As such, we will implement instructional expertise and training in limited English proficiency and mild to moderate disabilities. We will not discriminate against students with special needs. Professional development activities in differentiated instruction will be offered to all staff. The school's

⁷ Saint Louis Agency on Training and Employment (SLATE)

Principal will act as our Local Education Agency (LEA) representative and will actively work in partnership with Shearwater's Business Manager to evaluate the costs associated with services required or requested for students, while ensuring that the school maintains high quality support for all students. Shearwater will ensure that all special education documents and activities are in compliance with state and federal law.

Shearwater will provide a broad continuum of services to any student with special needs. In compliance with Section 427 of GEPA we will ensure that anyone requiring special services is given equitable access to, and participation in our programming. We will ensure the presence of Highly Qualified Special Education Teachers (HQT) in our hiring practices. Over half of our teaching staff will hold or actively seek special education certification. This will allow all students who require specialized services to receive instruction from a HQT, per Missouri's definition. HQT teachers will have opportunities to implement a class-within-a-class approach, as well as a resource or pullout approach for students with and without special needs. This will ensure that all students, regardless of ability status, have the resources and support that they need to meet high academic expectations. Per state law, we will review our student population on a routine basis to ensure that we are in compliance with all special education and LEP requirements.

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Our small class size and individualized instruction mimics a traditional self-contained special education class. This enables all students to receive personalized and supportive instruction, and a maximum teacher-to-student ratio of 1:15. Every student, regardless of ability status, will be required to meet regularly with his or her support team¹². Students with IEPs will receive their required special education services and all other students will learn in a supportive environment where small and individualized instruction is the standard.

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¹³ Upon a child's 18th birthday, the child and the parents are notified of the transfer of rights (per Indicator 100.410.a. in Transfer of Rights, "Missouri Division of Special Education Compliance Standards and Indicators Manual").

Academic Standards & Graduation Requirements

Shearwater students must show mastery in state and national high school academic standards. Teachers will be required to submit lesson plans to the Principal and/or lead teacher, which show evidence of content alignment with Missouri's Show-Me Standards and Course Level Expectations. Additionally, all lessons must align with national high school standards. We are working with staff members at Achieve, a national nonprofit that designed and works to promote a set of rigorous national standards and benchmarks, to cross reference Missouri's state standards with Achieve's national standards.

Our commitment to mission-centered and data-driven decision-making leads us to believe that students have a better chance of meeting challenging standards and graduation requirements if they are routinely assessed, shown and explained their assessment results, and invested in their learning. Student progress will be tracked by academic levels, academic closeness to meeting community college enrollment requirements, and a student's ability and interest in various high-growth industries.

Shearwater has chosen three core assessments, which are further described under Selection Criteria (v). The Northwest Evaluation Association's (NWEA) Measures of Academic Progress will measure students' current academic levels. St. Louis Community College's entrance exam, the Accuplacer®, will measure how close students are to meeting community college entrance requirements. The ACT® WorkKeys® assessment will measure the skill and ability levels that students have in a variety of workforce industries (see Table 1).

At Shearwater, academic promotion will be based upon mastery of corresponding objectives and standards for each course. Mastery will be determined according to the specific instructional method chosen for that course. A student demonstrating 90%-100% mastery will receive an A in

the course, 80%-89% mastery a B in the course, 70% -79% mastery a C, 60%-69% master a D, and anything below will count as a failing grade.

Students that fail a required course will be expected to complete that course through an independent study or virtual credit-recovery program, to be offered on-campus. Our use of frequent assessments and individualized learning should minimize this occurrence.

Shearwater's minimum graduation requirement is 24 credits, which is equal to Missouri's graduation requirements. Students must also pass the U.S. and Missouri Constitution tests and complete a college orientation course, which we plan to have administered either by St. Louis Community College or Saint Louis University.

Shearwater and St. Louis Community College (STLCC) leadership have jointly planned an academic pipeline for students to transition from Shearwater into STLCC. Staff from both entities will sit on a "Pipeline Team" tasked with coordinating students' transition into the community college or other postsecondary institution. For any student who is unable to graduate on time, he or she will transition from Shearwater into STLCC's adult education program.

Selection Criteria (ii) - The degree of flexibility afforded by the SEA, and, if applicable, the LEA to the charter school

Missouri law governing the establishment and operation of charter schools is defined in the public school laws of Missouri: 167.349, RSMo – 160.400, RSMo. Except as defined in these statutes, Missouri charter public schools, such as Shearwater, are exempt from all laws, rules, policies, and regulations that relate to public schools, school districts, and school district governing boards. Shearwater has freedom in operations that are regulated and managed based on a state-approved contract that we have signed with our sponsor, Saint Louis University (to review a copy of this contract, see Project Narrative – Other Attachments).

In Missouri, the three parties in a charter relationship are the charter school, its sponsor, and the state. Under Missouri law, it is the sponsor, not the State Education Agency (SEA), that is most heavily responsible for charter school monitoring. For charter schools within the City of St. Louis, the sponsor may be the St. Louis Public Schools, the SEA, or a public or private higher education institution, located within or in a county adjacent to the City of St. Louis.

Shearwater's sponsor is Saint Louis University (SLU). At SLU, the Provost's office acts as our primary university contact. SLU leadership invited Shearwater into a sponsor-charter school relationship because of our well-researched design, unique student population, and compatible mission-fit to the University. Per discussions with SLU, petition and charter renewal will be decided based on a mutual agreement to a sponsorship contract.

Shearwater and SLU's shared commitment to support the city public schools led to a unique section in our charter contract. According to the contract, if at charter renewal there is sufficient rationale that it is in the best interest of our students to have the St. Louis Public Schools serve as charter school sponsor, then SLU will invite the public schools to consider serving as sponsor.

The sponsorship relationship between Shearwater and the SLU has a five-year contractual term. During this time, SLU is responsible for overseeing Shearwater's compliance with the charter contract and applicable law. As sponsor, SLU will deal with matters involving public oversight and accountability. Shearwater will maintain its authority over the school's day-to-day operations and programmatic decisions.

SLU will provide Shearwater with support to maintain school activities, beyond the term of this grant. SLU has committed to use its expertise and resources to assist Shearwater in achieving our objectives, outlined in Selection Criteria (iv). Shearwater and SLU leadership are generating a list of possible connection and involvement points between the two entities. Some

of these opportunities may include the following: (1) SLU applying for an Upward Bound grant from the U.S. Department of Education to support academic and college-preparation activities for Shearwater students, (2) SLU applying to become an AmeriCorps site, and if awarded, using Shearwater as a frequent placement site for corps members, (3) Shearwater acting as a placement site for SLU interns and practicum students from degree programs including education, social work, nursing, and speech and language pathology, (4) Shearwater co-authoring grants with SLU's Center for Community and Social Research and/or Center for Community Service and Engagement, (4) SLU providing students preventative and psychiatric care by establishing a health clinic for Shearwater students.

Selection Criteria (iii) – The extent of community support for the application

Community Demand for Shearwater

In addition to parental demand for our school, Shearwater needed to ensure that there was sufficient student and community demand given the age and life situations of our targeted student body. We feel that the enrollment numbers for the recently closed CAN! Academy, a charter school that targeted a similar student body, indicates a sufficient parental demand for our school.

In its final year of operations, CAN! Academy received around 500 student applicants; 250 of those applicants were enrolled in the CAN! Academy, and the other 250 students were turned away. Our conversations with former school personnel indicate that many enrolled students were referred to the school by a parent or close family member.

Our model reflects the current demands of disconnected and dropout youth, as well as interested community members. Many model components are in line with demands expressed in recent St. Louis forums and youth summits focused on the issue of disconnected youth:

1. School as a safe and inclusive space
2. Provision of relevant instruction
3. Assistance connecting to postsecondary education and the workforce
4. A support system to help students stay in school, including case management¹⁴
5. Career education and adequate job training
6. Continuous involvement of social service agencies
7. Fostering equality in the classroom
8. Accommodating special needs
9. Recruiting and retaining good teachers¹⁵

The demands of the St. Louis community for this school, paired with Shearwater’s resolute commitment to implement a well-researched and community-vetted model, led to our proactive and frequent solicitation of community feedback. Over the first year of model development, our team met with over 200 professionals across many sectors. We regularly meet with an area youth council comprised of 10-20 older youth. We believe that community participation and support strengthens model quality and student retention.

Student Recruitment

Shearwater will engage in a wide-range of student recruitment activities designed to attract the students who are most likely to succeed in our school. We will accept any student in the City of St. Louis who is under 21 years old (or 22 if receiving special services) who has not graduated from high school and is thereby entitled to a Free and Appropriate Education (FAPE). Per 160.410.3 RSMo, we will not limit our recruitment or admission based on race, ethnicity,

¹⁴ Components 1-4 taken from the recorded conclusions of the January 19, 2008 “Youth Summit,” a part of the City of St. Louis Mayor’s Commission on Children, Youth, and Families Disconnected Youth Initiative.

¹⁵ Components 5-9 taken from the St. Louis Metropolitan Children’s Agenda’s 2007 publication entitled, “Local & National Perspectives on Critical Issues Facing the St. Louis Public Schools: Summaries from Community Forums in the Series “A Public Dialogue on Public Education.”

national origin, ability status, gender, income level, language or athletic ability. Our recruitment efforts will especially target 17-19 year olds who meet the definition of high-risk or dropout, per Missouri's charter school law, 160.405.2(4) RSMo. In adherence to Missouri's desegregation program we will recruit and admit students from within the city limits and also accept eligible county students. Some of our recruitment efforts will include, but are not limited to the following:

- **Use of youth recruiters:** Shearwater will work with local youth to develop relevant advertising techniques, (i.e., use of social media). Youth will assist us as co-facilitators in our outreach sessions.
- **Outreach sessions:** sessions will be held at community organizations where prospective students or the adults who know them attend.
- **Radio:** Shearwater staff will work to get local radio stations to discuss the school, its culture, and its enrollment process.
- **Signage in local nonprofits and neighborhood organizations:** this will include a one-page fact sheet with school highlights and admissions information, a "Frequently Asked Questions" brochure, and a postcard that includes our website and contact information.
- **Advertisements:** Shearwater staff will place ads in the print and online news and media sources that are most likely to be read by prospective students or the adults who know them.

Process for School Enrollment

Shearwater's Principal will work with the President/CEO to develop a thorough enrollment policy. The school's enrollment process will begin in January and end in July of each year. We have broken the enrollment process into five stages. Prospective students are encouraged to complete all stages in the order they appear:

- **Small group question-and-answer-sessions (January – May):** Shearwater recruiters will schedule bi-weekly sessions to answer prospective students’ questions about the school.
- **One-on-one interview (May - June):** students who are interested after the question-and-answer session will interview with a recruiter. Interviews will last approximately one hour.
- **Completion of written admissions survey (May - June):** all prospective students who complete the interview process will be invited to complete a written admissions survey. This includes basic demographic questions and asks youth why they want to enroll in Shearwater. It acts as a basic diagnostic to assess the prospective student’s reading and writing levels.
- **Selection by random lottery (Mid- to late-June):** if the enrollment demand exceeds Shearwater’s preset capacity a random lottery will be held. A community representative will conduct the lottery in a large public space in mid- to late-June. First preference for admission will be given to youth ages 17-19 who meet the high-risk student criteria, as defined in 160.405.2(4) RSMo¹⁶. Second preference for admission will be given to siblings of currently enrolled students. Selected students will receive a formal letter of admittance within one week of the lottery. See Project Narrative- Other Attachments for Shearwater’s policy on student selection by lottery.
- **Pre-start of school meeting (July):** students will meet with the Principal, a teacher and youth development specialist for a pre-opening school orientation, which includes an overview of student expectations, and the school schedule.

Selection Criteria (iv) – The ambitiousness of the objectives for the charter school

Shearwater’s three main educational performance and three organizational viability objectives are listed and described in this section. Organizational viability objectives are

¹⁶ This includes disconnected youth who may currently experience or have recently experienced dropout, homelessness, aging-out of foster care and/or adjudication.

included because of our belief that a well-run organization better educates its students. Project Year 1 applies to our pre-implementation year. Shearwater's achievement targets have been set up to year five of operations and are available upon request.

Shearwater Educational Performance Objectives

Objective 1: Student Graduation Rates

Shearwater students will graduate with a high school diploma and leave Shearwater with at least one of the following: (1) admission into a post-secondary education institution, (2) full-time employment, and/or (3) a well-planned business venture.

Achievement Targets

Project Year 1

Exceeding the Standard: Shearwater graduation requirements are determined; the articulation agreement with St. Louis Community College (STLCC) is complete; the student course catalog is complete with tools for planning students' pathways to graduation.

Meeting the Standard: Shearwater graduation requirements are determined; the articulation agreement with STLCC is awaiting STLCC trustee and/or Shearwater board approval; Shearwater's Program and Quality Oversight Committee needs to approve the course catalog.

Approaching the Standard: Most Shearwater graduation requirements have been determined; the articulation agreement with STLCC is in its final editing stages; the first draft of the student course catalog is complete.

Below the Standard: Shearwater graduation requirements have not been determined; the arrangement between STLCC and Shearwater is not formalized; the student course catalogue is incomplete.

Project Year 2

Exceeding the Standard: 71% - 100% of enrolled students have met first year learning goals and performance objectives, as set forth in their individualized learning plan.

Meeting the Standard: 50% - 70% of enrolled students have met first year learning goals and performance objectives, as set forth in their individualized learning plan.

Approaching the Standard: 31-49% of enrolled students have met first year learning goals and performance objectives, as set forth in their individualized learning plan.

Below the Standard: Less than 30% of enrolled students have met first year learning goals and performance objectives, as set forth in their individualized learning plan.

Project Year 3

Exceeding the Standard: 71% - 100% of enrolled students have met annual learning goals and performance objectives, as set forth in their individualized learning plan. 65% - 100% of second-year students graduate with a high school degree; 91% - 100% of graduates leave Shearwater with at least one of the following: (1) admission into a postsecondary education institution, (2) a well-planned business venture, and/or (3) full-time employment.

Meeting the Standard: 50% - 70% of enrolled students have met annual learning goals and performance objectives, as set forth in their individualized learning plan.

50% - 64% of second-year students graduate with a high school degree; 80% - 90% of graduates leave Shearwater with at least one of the following: (1) admission into a postsecondary education institution, (2) a well-planned business venture, and/or (3) full-time employment.

Approaching the Standard: 31-49% of enrolled students have met annual learning goals and performance objectives, as set forth in their individualized learning plan. 25% - 49% of

second-year students graduate with a high school degree; 70% - 79% of graduates leave Shearwater with at least one of the following: (1) admission into a postsecondary education institution, (2) a well-planned business venture, and/or (3) full-time employment.

Below the Standard: Less than 30% of enrolled students have met annual learning goals and performance objectives, as set forth in their individualized learning plan. Less than 25% of second-year students graduate with a high school degree; less than 70% of graduates leave Shearwater with at least one of the following: (1) admission into a postsecondary education institution, (2) a well-planned business venture, and/or (3) full-time employment.

Measurement Tools

1. Articulation Agreement with STLCC.
2. Shearwater Course Catalog
3. Catalog tools to plan student pathways to graduation.
4. Student Individual Achievement Plan
5. PowerSchool® database and reports.
6. College admittance letters.
7. Business plan template.
8. Employment Verification Form.

Objective 2: Student Mastery over High School Standards

Shearwater students will pass required high school courses, by demonstrating mastery in course-specific standards.

Achievement Targets

Project Year 1

Exceeding the standard: Shearwater has cross referenced courses with Missouri's Show-Me and Achieve national standards and course-level expectations; PowerSchool® is purchased and management staff trained.

Meeting the standard: Shearwater has cross referenced Missouri's Show-Me and Achieve national standards and course-level expectations; Shearwater has finalized the list of course offerings; PowerSchool® is implemented.

Approaching the standard: Shearwater has copies of Missouri's Show-Me and Achieve national standards and course-level expectations. Shearwater has placed an order with PowerSchool®.

Below the standard: Shearwater has not obtained copies of Missouri's Show Me and/or Achieve national standards and course-level expectations. Shearwater has not placed a purchase order with PowerSchool®.

Project Year 2

Exceeding the standard: More than 90% of Shearwater students accrue at least 5 academic credits; more than 45% of students pass assigned end-of-course exams¹⁷.

Meeting the standard: 70-89% of Shearwater students accrue 5 or more academic credits; 35% - 45% of students pass assigned end-of-course exams.

¹⁷ End-of-Course pass rates are low because the 2010-2011 school year will be the first year that some of these exams are offered.

Approaching the standard: 59%-69% of students accrue 5 or more academic credits; 25% - 34% of students pass assigned end-of-course.

Below the standard: Less than 59% of students accrue 5 or more academic credits; less than 25% of students pass assigned end-of-course exams.

Project Year 3

Exceeding the standard: More than 90% of Shearwater students accrue at least 6 academic credits; more than 45% of students in Cohort 1 pass assigned end-of-course exams and more than 60% of students in Cohort 2 pass assigned end-of-course exams.

Meeting the standard: 70-89% of Shearwater students accrue 6 or more academic credits; 35% - 45% of students in Cohort 1 pass assigned end-of-course exams and 50%-59% of students in Cohort 2 pass assigned end-of-course exams.

Approaching the standard: 59%-69% of students accrue 6 or more academic credits; 25% - 34% of students in Cohort 1 pass assigned end-of-course exams and 40% - 49% of students in Cohort 2 pass assigned end-of-course exams.

Below the standard: Less than 25% of students in Cohort 1 pass assigned end-of-course exams and less than 40% of Cohort 2 students pass assigned end-of-course exams.

Measurement Tools

1. Missouri End-of-Course exams
2. Missouri Show-Me Standards and Course-level Expectations
3. Achieve National Standards
4. Shearwater's PowerSchool® database and reports

Objective 3: Students' Academic Growth

Students will demonstrate at least 1.2 years of academic growth each year¹⁸.

Achievement Targets

Project Year 1

Exceeding the Standard: PowerSchool® is installed and NWEA Measures of Academic Progress test is purchased; Shearwater's President/CEO and Principal are trained in both systems. Shearwater has scheduled at least two pre-opening professional training opportunities in data systems and data-driven decision-making.

Meeting the Standard: PowerSchool® and NWEA Measures of Academic Progress test have been purchased; Shearwater's President/CEO and Principal have scheduled trainings in both systems. Shearwater has scheduled at least one pre-opening professional training opportunity in data systems or data-driven decision-making.

Approaching the Standard: Either PowerSchool® or NWEA Measures of Academic Progress test has been purchased; Shearwater's President/CEO and Principal have not been trained in either system. Shearwater has scheduled one professional training opportunity in data systems or data-driven decision-making.

Below the Standard: Neither PowerSchool® nor NWEA Measures of Academic Progress test have been purchased; Shearwater's President/CEO and Principal have not been trained in either system. Shearwater has not scheduled any pre-opening professional training opportunities in data systems and data-driven decision-making.

Project Year 2

Exceeding the Standard: 86% – 100% of students demonstrate at least 1.2 years of academic growth.

¹⁸ Shearwater has a 223-day school year

Meeting the Standard: 75% - 85% of students demonstrate at least 1.2 years of academic growth.

Approaching the Standard: 60% - 74% of students demonstrate at least 1.2 years of academic growth.

Below the Standard: Less than 60% of students demonstrate at least 1.2 years of academic growth.

Project Year 3

Exceeding the Standard: 91% – 100% of students demonstrate at least 1.2 years of academic growth.

Meeting the Standard: 80% - 90% of students demonstrate at least 1.2 years of academic growth.

Approaching the Standard: 60% - 79% of students demonstrate at least 1.2 years of academic growth.

Below the Standard: Less than 60% of students demonstrate at least 1.2 years of academic growth.

Measurement Tools

1. NWEA Measures of Academic Performance Test, Support Package, and Reports
2. PowerSchool® Student Information System, Support Package, and Reports

Shearwater's Organizational Viability Objectives

Objective 1: Shearwater's Financial Management

Shearwater will demonstrate the sustainability of its school model through careful planning and use of financial resources.

Achievement Targets

Project Year 1

Exceeding the standard: Shearwater board adopts a set of financial policies; a full-time Business Manager is hired and has installed accounting software; the FY2011 budget is compliant with the Missouri Financial Accounting Manual (MFAM); the year-end budget has surplus revenue.

Meeting the standard: Shearwater board adopts a set of financial policies; a full-time Business Manager is hired and purchases accounting software; the FY2011 budget is at least 75% compliant with the Missouri Financial Accounting Manual (MFAM); the year-end budget is balanced.

Approaching the standard: Shearwater board has a draft of financial policies; there is a list of final candidates for the full-time Business Manager position; the FY2011 budget is at least 25% compliant with the Missouri Financial Accounting Manual (MFAM); the year-end budget shows a deficit less than 10% its operating budget expenses.

Below the Standard: Shearwater board has no set of financial policies; there is no list of final candidates for the full-time Business Manager; the FY2011 budget is still in its current form, and not compliant with the Missouri Financial Accounting Manual (MFAM); the year-end budget shows a deficit budget more than 10% its operating budget expenses.

Project Year 2

Exceeding the standard: Shearwater receives a non-qualified audit, and has a budget with surplus revenue.

Meeting the standard: Shearwater regularly fundraises with success, receives a non-qualified audit, and maintains a balanced budget.

Approaching the standard: Shearwater struggles with fundraising, receives a letter of notice from the audit firm, and maintains a deficit budget less than 10% its operating budget expenses.

Below the Standard: Shearwater constantly struggles with fundraising, receives a qualified audit statement, and maintains a deficit budget of more than 10% its operating budget expenses.

Project Year 3

Exceeding the standard: Shearwater has a long-range financial plan in progress, receives a non-qualified audit, and has a budget with surplus revenue.

Meeting the standard: Shearwater regularly fundraises with success, receives a non-qualified audit, and maintains a balanced budget.

Approaching the standard: Shearwater struggles with fundraising, receives a letter of notice from the audit firm, and maintains a deficit budget less than 10% its operating budget expenses.

Below the Standard: Shearwater constantly struggles with fundraising, receives a qualified audit statement, and maintains a deficit budget of more than 10% its operating budget expenses.

Measurement Tools

1. Financial statements and reports.
2. School Accounting Software and data.

Objective 2: Shearwater's Fundraising Development

Shearwater will successfully accomplish the fundraising objectives set forth in its fundraising plan.

Achievement Targets

Project Year 1

Exceeding the standard: Shearwater has completed and adopted a fundraising plan; Shearwater has excess of revenues at the end of the year.

Meeting the standard: Shearwater has completed and adopted a fundraising plan; Shearwater has a balanced budget at the end of the year.

Approaching the standard: Shearwater has completed, but not adopted a fundraising plan; Shearwater has a balanced budget at the end of the year.

Below the standard: Shearwater has not completed a fundraising plan; Shearwater has a deficit budget at the end of the year.

Project Year 2

Exceeding the standard: Shearwater has met or exceeded 75% of the objective set-forth in the Fundraising Plan.

Meeting the standard: Shearwater has met 60% - 74% of the objectives set-forth in the Fundraising Plan.

Approaching the standard: Shearwater has met 45% - 59% of the objectives set forth in the Fundraising Plan.

Below the standard: Shearwater has met less than 45% of the objectives set forth in the Fundraising Plan.

Project Year 3

Exceeding the standard: Shearwater has met over 80% of the objective set-forth in the Fundraising Plan, or exceeded them.

Meeting the standard: Shearwater has met at least 70% of the objectives set-forth in the Fundraising Plan

Approaching the standard: Shearwater has met 50% - 69% of the objectives set forth in the Fundraising Plan.

Below the standard: Shearwater has met less than 50% of the objectives set forth in the Fundraising Plan.

Tools to Determine Progress

1. Financial and revenue records and reports.
2. Minutes, Fund Development and Community Relations board committee.
3. Fundraising plan.

Objective 3: Mission-Driven Staff

Shearwater staff members will set and meet individual performance goals and objectives that support working toward educational performance objectives. Performance goals will be student-centered, focusing on staff members' instructional and content knowledge, application, and use of data and assessment to drive student achievement.

Achievement Targets

Project Year 1

Exceeding the standard: Shearwater has modified select evaluation tools for setting and tracking staff performance, to be model-specific; Shearwater has finalized a pay-for-performance system

Meeting the standard: Shearwater has selected evaluation tools to use for setting and tracking staff performance; Shearwater has designed a pay-for-performance system.

Approaching the standard: Shearwater has selected several evaluation tools to use for setting and tracking staff performance; Shearwater has developed a thorough outline of a pay-for-performance system.

Below the standard: Shearwater has not selected staff evaluation tools or developed a pay-for-performance system.

Project Year 2

Exceeding the standard: Over 80% of the staff meets annual goals.

Meeting the standard: 70% - 79% of staff meets annual goals.

Approaching the standard: 60% - 69% of staff meets annual goals.

Below the standard: Less than 60% of staff meets annual goals.

Year 2

Exceeding the standard: Over 85% of the staff meets annual goals.

Meeting the standard: 70% - 79% of staff meets annual goals.

Approaching the standard: 65% - 69% of staff meets annual goals.

Below the standard: Less than 65% of staff meets annual goals.

Tools to Determine Progress

1. Evaluation tools (supervisor, self, and peer).
2. Pay-for-Performance program plan.

Use of Requested CFDA 84.282B Grant Funds

Shearwater is a novice applicant and requests CFDA 84.282B grant funds for multiple purposes in accordance with the purpose and funding restrictions of the Charter Schools Program and in support of our educational performance and organizational viability objectives. For a detailed outline of requested funds refer to the completed ED 524 form Sections A and C, and Shearwater's optional budget narrative located in Project Narrative – Other Attachments.

Moneys awarded to Shearwater under CFDA 84.282B will be used in conjunction with other Federal programs administered by the Secretary of Education in the following ways:

- CFDA 84.282B funds are requested to assist in the initial purchase of curriculum and instruction materials, technology resources, student and school assessments and growth-tracking software, and the contractual expenses associated with establishing our student support programs, financial systems, curriculum and standards guides, and technology plans. Applying CFDA 84.282B funds to these items allows the school to devote a majority of state money to support Title I purposes. We anticipate that most, if not all of our students will be eligible for free or reduced lunch pricing. Shearwater plans to hold schoolwide Title I status.
- CFDA 84.282B funds are requested to cover costs for the purchase, licensing, installation of and training in our assessments and data management systems. The NWEA Measures of Academic Progress Test, Accuplacer, and ACT® WorkKeys® are three tests that will enable Shearwater to get a full and data-rich picture of students' instructional level, college-readiness, and workplace interests and abilities. The PowerSchool® student information

system allows us to clearly document and analyze student, class, and cohort-level data.

These assessments and software will help us to track individual and schoolwide growth and performance, such as progress towards meeting our educational performance goals listed in Selection Criteria (iv). The NWEA Measures of Academic Progress test will be a key tool in measuring Shearwater students' progress in meeting challenging academic standards.

Generated reports will assist us in measuring Shearwater's progress toward satisfying Annual Yearly Progress under No Child Left Behind. Additionally, grant funds have been requested to contract with an outside evaluator in Project Years 2 and 3 to conduct a basic program evaluation and write a report of generated findings.

- CFDA 84.282B grant funds are requested to pay for a variety of professional development opportunities. We will use funds to obtain a membership with the St. Louis Cooperating School District (CSD). This will allow our staff access to ongoing professional development programs, workshops, and support. In addition, our school will use grant monies to attend the Charter School Program's Grant Project Directors' meeting, and select staff will be able to attend trainings and conferences that will help Shearwater achieve its objectives. These professional development funds will supplement the training of our staff from Title II.A funding, which Shearwater will investigate in the coming months.
- CFDA 84.282B funds are requested to enable Shearwater to integrate technology into the school day and curriculum.. While Shearwater is not scheduled to receive Title II.D funding at this time, we know the value of technology literacy in today's workforce and insist that our students use technology in the classroom. Requested funds would be used to purchase a desktop computer for every classroom in addition to 45 laptops to be used by students throughout the school. Funds would be used to provide students with a USB key and to

purchase several shared iPods, which teachers would use as an instructional aid, uploading relevant podcasts on a regular basis and making them available for student checkout.

- CFDA 84.282B funds are requested to meet Shearwater student’s transportation costs. The age and life situations of our student population, matched with our school model have led us to decide to provide students with free access to public transportation. Throughout any given school day, Shearwater students will have to be transported to and from school, and to and from their paid internship. Grant funds will be used to purchase and provide students with weekly full-access Metro passes. Missouri’s Department of Elementary and Secondary Education does not reimburse costs associated with public transportation, unless a student has transportation needs under McKinney-Vento. Although the cost of weekly full-access passes is somewhat higher than monthly passes or limited-passes, we feel that this type of bus pass will provide students with the highest incentive for continued attendance, and the highest flexibility for all of their transportation needs. St. Louis Community College is accessible via public transport routes and we have worked with Metro personnel to match our preliminary list of internship sites with metro routes.

Selection Criteria (v) – The quality of the strategy for assessing achievement of those objectives

Tracking Students’ Educational Performance

Determining Progress

Shearwater teachers will be trained to properly administer comprehensive baseline assessments to measure students’ intellectual and developmental levels and to use test results to inform and modify instruction.

As mentioned in Selection Criteria (i), we have selected the NWEA’s Measures of Academic Performance test to determine students’ instructional levels. We plan to give students the MIDAS™ Inventory, an online test that measures students’ multiple intelligence levels. This will help teachers to better plan students’ individualized plan of study. Lastly, students will take the ACT® WorkKeys® assessments to measure workforce skills and interests.

Measuring Progress

Internal measures will be administered throughout the school year at a teacher’s discretion or by state and school mandate. Students will learn how to self-monitor academic growth. Table 1 depicts when assessments are administered and provides a description of those assessments.

Table 1: Student Assessments

START-OF-THE-YR	ONGOING	MID-YEAR	ONGOING	END-OF-THE-YR
<p>1. NWEA (Year 1 (Y1), Year 2 & following (Y2+) comprehensive, computer-based</p> <p>2. MIDAS™ Inventory (Y1) – computer-based, online assessment</p> <p>3. WorkKeys® Assessment (Y1, Y2) online or paper assessment.</p>	<p>1. Classroom Observations</p> <p>2. Internship Site Visits</p> <p>3. Daily Checks</p> <p>4. Surveys</p> <p>5. Quizzes</p> <p>6. Exams</p> <p>7. Rubric-Graded Projects</p> <p>8. Student Self-Monitoring</p> <p>9. Mid-course exams</p>	<p>1. NWEA (Y1, Y2+) comprehensive, computer-based</p> <p>2. AccuPlacer (Y1, Y2+) computer-based online community college placement exam.</p> <p>3. Kaplan ACT Online Practice Tests (Y2+) computer-based or paper preparatory tests for the ACT.</p>	<p>1. Classroom Observations</p> <p>2. Internship Site Visits</p> <p>3. Daily Check</p> <p>4. Surveys</p> <p>5. Quizzes</p> <p>6. Exams</p> <p>7. Rubric-Graded Projects</p> <p>8. Student - Monitoring</p> <p>9. Mid-course exams</p>	<p>1. NWEA (Y1, Y2+) – comprehensive, computer-based</p> <p>2. AccuPlacer (Y1, Y2+) computer-based online community college placement exam.</p> <p>3. End-of-Course Exams (Y1, Y2+) norm-referenced State-mandated.</p> <p>4. ACT: off-site.</p>

Reporting Progress

Assessment results will be shared with a student and his or her school support team, made up of his or her teacher, youth development specialist, and community mentor. Results will be used to modify instruction and individualize student learning. We will use our chosen student information system, PowerSchool®, to regularly generate student reports, which will be distributed three to five times each year to students' biological and/or surrogate parents. We will generate school wide performance reports for internal review and distribution to interested parties. PowerSchool® will produce all student and school achievement reports required by Missouri's Department of Elementary and Secondary Education (DESE), for the School's Annual Yearly Progress (AYP), compliance, and Missouri's School Improvement Program (MSIP) requirements. Our founding team has spoken with PowerSchool® sales representatives and budgeted for ample systems training and technical support.

Proposed Internal Measures of Assessment

Shearwater commits to routine formal and informal student assessments, around both academic and non-academic goals and objectives. Our internal measures will include, but not be limited to: (1) classroom observations, (2) internship site visits, (3) daily checks, (4) surveys, quizzes, or tests, (5) attendance rates, (6) discipline reports, (7) student retention rates (8) rubric-graded projects, and (9) student self-assessments. These internal measures will allow us to properly adjust and monitor students' Individualized Achievement Plans to maximize student engagement, learning, and achievement. Instruction will be differentiated to meet the educational needs for students at, below, or above the measured performance standard.

Proposed External Measures of Assessment

In addition to our internal assessment mechanisms, our students will participate in all mandatory state and federal testing requirements. In the State of Missouri, this means that students will take the End-of-Course Exams as a required norm-referenced measure. Internal measures will track student progress in content mastery and this external measure will show student's course mastery.

Other Assessments

Every student will create an Individualized Achievement Plan (IAP) with their support team during the first weeks of school. This plan will include several components, each with articulated and modifiable performance goals and objectives. The IAP components are as follows: (1) classroom and internship learning, (2) transition, (3) social and economic development. Student progress will be informally determined through regular school support team meetings and feedback received from internship supervisors, community mentors, tutors, biological and/or surrogate parents, and/or involved nonprofit workers. For students requiring special services, Individualized Education Plans (IEPs) will directly connect to students' IAPs. See Selection Criteria (i) for a more full description on how we'll meet the unique needs of students requiring special education services.

Utilization of Assessment Results

Assessment results will be used to make decisions around school management, curriculum, instruction, and future planning. Assessment data will be used to indicate whether or not the school is meeting or exceeding its performance goals and objectives, as they have been described in Selection Criteria (iv). A full School Accountability Plan will be created and adopted by the end of Project Year 2. Assessment results will be used to identify school or student needs and to

develop a School Improvement Plan (SIP). Regular report generation will allow us to easily communicate student and school progress for any marketing, compliance, or stakeholder request.

Tracking Organizational Viability Objectives

Mission-Driven Staff

Shearwater is committed to routine formal and informal teacher evaluation. Shearwater's Principal will conduct formal teacher evaluations twice annually, and teacher observations on a bi-monthly basis. Other staff will be evaluated annually. The formal teacher evaluation process will begin in July and August with a goal-setting meeting between the Principal and the teacher. Prior to these initial teacher meetings the Principal will develop performance evaluation criteria with the lead teacher that will be used to measure teacher performance. In accordance to Shearwater's intention to implement a pay-for-performance system, teachers will have a financial incentive to demonstrate adherence to set performance indicators.

During the initial goal-setting meeting between the Principal and teacher, the teacher will identify his or her own professional goals; from there performance indicators will be set, as they relate to Shearwater's educational performance objectives and the teacher's professional goals. The results of that meeting will form the basis for all formal and informal evaluations thereafter. At the end of each year the Principal will formally meet with each teacher; during this time the teacher will present a sample student portfolio to the Principal and reflect on areas of growth and needed improvement. In addition to formal evaluations, teachers will be able to observe other teachers, or be observed by either an internal staff member, or an outside educator. Like their students, school staff will be expected to engage in continuous learning and growth.

Each year Shearwater's President/CEO will evaluate the Principal using a similar set of performance indicators. Shearwater's board will evaluate the President/CEO, self-evaluate, and be evaluated by our sponsor.

Financial Management and Fundraising Success

Shearwater has established a Finance and Audit Committee who is charged with monitoring and evaluating Shearwater's finances and financial management systems in an ongoing capacity. An independent financial audit firm will evaluate Shearwater's financial system each year.

Similarly, Shearwater has a Fund Development and Community Relations Committee who is charged with developing a fundraising plan, proposing the plan for board approval, and monitoring Shearwater's progress in achieving the objective set-forth in the approved plan.

Selection Criteria (vi) – The likelihood that the charter school will meet those objectives and improve educational results for students during and after the period of Federal financial assistance

Shearwater's objectives have been determined and shaped by our resolute commitment to see each of our students succeed in life. Our high standard of accountability coupled with our commitment to data-driven decision making and organizational viability has earned us significant community investment and involvement. Our ability to meet both educational performance and organizational viability objectives is strengthened by the levels of expertise and talent that we regularly tap into in our local community (see Project Narrative – Other Attachments for information on the nonprofits and volunteers that work with Shearwater). We view our school objectives as vehicles that drive progress in student achievement and school performance. We view the strength of our sponsor relationship and our incredible volunteer mass, including active board members, advisors, and committees as our fuel. We are

accountable first to our students, second to our staff, third to our sponsor, fourth to our partners and the St. Louis community, and lastly to the larger community who are so desperate for an outcomes-driven, replicable high school model that effectively reengages disconnected and dropout youth and prepares them for life after high school. We find our objectives to be both ambitious and achievable. Educators, government officials, business executives, and youth alike have vetted them. Over the pre-opening period Shearwater will continue to work closely with our sponsor and advisors to further establish the systems and policies that will allow us to track and measure progress toward achieving and working to exceed each objective, both during the period of this grant and thereafter.

Selection Criteria (vii) – The extent to which the proposed project encourages parental involvement

Parental Involvement

Shearwater recognizes that many of our prospective students will have weak or no parental ties. Student support teams will work with those students who are unaccompanied (without parental care), or have unsafe/unstable parental relationships, to determine a surrogate parent (i.e., extended family member, foster parent, case manager) to act in place of a biological parent. Hereinafter, parental involvement includes the involvement of a biological or surrogate parent.

Shearwater will make a point of inviting parents into the school on a routine basis and as appropriate our staff will visit students at their places of residence. Shearwater recognizes that it may not be easy to have parents accept an invitation to be involved. For many parents, it is difficult to visit during the 9:00 AM – 5:00 PM school day. For others, their negative experiences with school provide a disincentive for engaging in their students' education. Additionally, many students, due to their school history or age, may not want their parents

involved in their education. Shearwater will be innovative in choosing and developing strategies for parental engagement. A comfortable parent welcome area will be created in the school. Shearwater staff will go to parents as a resource when planning or evaluating student IAPs.

Community Involvement

Shearwater's formal strategy for community involvement is through the activity and maintenance of volunteer committees. To date, our most active committees are our Curriculum and Youth Development Committees. These committees include over 40 local educators, youth workers, social workers, university students, and local youth. Another active committee is our Mentoring Program Committee, which includes Occupational Therapy professors and students from Saint Louis University and Washington University in St. Louis. These committees are open to anyone in the community who has a skill set that will help the committee to meet its goals as well as an expressed interest in Shearwater's work.

Shearwater's Close Working Relationships with Local Nonprofits

Shearwater is committed to collaborating with local nonprofits. We view these close working relationships as a strong avenue for student recruitment and support. Listed below are our closest nonprofit colleagues and the services that they offer to us. These organizations already work with Shearwater's student population, plus they each demonstrate integrity-driven leadership, positive program outcomes, and high-quality services. For more information on the nature of these relationships, refer to Shearwater's Letters of Intent in the Project Narrative – Other Attachments.

- **Youth In Need** – *pre-opening infrastructure support, student residential and social services.*
- **Covenant House Missouri** – *student residential and social services.*
- **Epworth** – *student residential and social services.*

- **Provident Inc.** – *student counseling and case management.*
- **Project ARK** – *student healthcare and access to the SPOT Youth Center.*
- **Employment Connection** – *student career advising, financial literacy, and job referrals.*
- **Teach For America St. Louis**– *staff recruitment, public relations*
- **St. Patrick Center** – *student job training and internships.*
- **Urban League of Metropolitan St. Louis**– *employment training, childcare.*
- **United Way of Greater St. Louis** – *office space, IDA and asset building program.*
- **St. Louis Agency on Training and Employment** –*job training and internship support.*

Shearwater’s Close Working Relationships with Area Colleges and Universities

Shearwater believes that university involvement and partnership will greatly increase students’ chances of pursuing postsecondary education and our chance for creating a strong and replicable school model. We currently have ties with Saint Louis University (SLU), Washington University in St. Louis (WUSTL), and St. Louis Community College (STLCC).

As described in Selection Criteria (ii), SLU will serve as Shearwater’s charter school sponsor. Select leadership and faculty at WUSTL have agreed to work with Shearwater on research and evaluation. STLCC plans to offer Shearwater facilities space on their Forest Park Campus and will work with our staff to create an academic pipeline for Shearwater students into the college. For additional information on our college and university support and involvement, refer to the letters of support included in the Project Narrative – Other Attachments.

Plans to Increase Parental and Community Involvement

We are committed to continuing to grow Shearwater’s community support and involvement. Over the next year we will be inviting local businesses and organizations to provide internship opportunities to Shearwater students. Local vocational schools, community colleges, and

universities will be asked to award dual-credit, postsecondary education and training to our students. Shearwater will cultivate relationships with various neighborhood and faith-based organizations. Our existing governmental and nonprofit relationships will assist the growth of these community networks.

Shearwater frequently elicits feedback and input from community members, including educators and prospective parents, in our model development and its startup operations. Currently, we are seeking feedback on our mentor and internship programs, as well as soliciting personal interest and nomination of individuals to serve as mentors and businesses to serve as internship placement sites. Our Mentorship Program Committee is meeting with area youth to get feedback on the preliminary program design of the mentorship program model. Seeking community input will continue once the school is operational. Shearwater will be intentional and proactive in seeking community feedback about what is working and what needs to be improved.

The larger community has been and will continue to be updated through our blog, e-mail updates, social media, periodic public forums, and other news and media. Our Fund Development and Community Relations board committee will determine Shearwater's key messaging and public relations approach.

Selection Criteria (viii) – The qualifications, including relevant training and experience, of the project director; and the extent to which the applicant encourages applications for employment from persons who are members of groups that traditionally have been underrepresented based on race, color, national origin, gender, age, or disability

Shearwater Education Foundation is a nonsectarian Missouri 501c(3) Nonprofit Corporation and a recognized Missouri Local Education Agency. The Missouri State Board of Education approved Shearwater's charter application in June of 2009, for a five-year term under the

sponsorship of Saint Louis University. As an approved charter school, we are not requesting any waivers to the Charter Schools Program. Refer to Project Narrative – Other Attachments to view a letter confirming the State Board of Education’s charter approval.

Shearwater is committed to maintaining a workplace and educational environment that is free from illegal discrimination or harassment in admission or access to and treatment or employment in its programs, activities and facilities. Discrimination or harassment against employees, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age or any other characteristic protected by law is strictly prohibited in accordance with law. Shearwater is an equal opportunity employer.

At present time, Shearwater has 11 voting members on our board of directors. See Project Narrative – Other Attachments for the IRS declaration of tax-exempt status and a copy of Shearwater’s approved bylaws.

Currently, Shearwater’s only paid staff is the President/CEO. Throughout the pre-implementation period, the President/CEO will continue to work with an active volunteer base (discussed in Selection Criteria (vii)) toward the operational and programmatic development of the school. Once the school is operational, the President/CEO will support the school’s growth and development through executive leadership. The day-to-day programmatic decisions will be under the direction of the Principal. Our school management style is loosely based off of the See Forever Foundation, a 501c(3) that supports the Maya Angelou Public Charter School in Washington DC.

Board of Directors

The role of Shearwater’s board is to act out their fiduciary responsibility, set the organization’s strategic direction and policies, and interact with Shearwater’s charter school

sponsor, Saint Louis University. Current board composition reflects the diversity and broad scope of our community support.

Compliance with Missouri's charter school law and the National Association of Charter School Authorizers' Quality Standards¹⁹ will enable us to maintain a division of clear roles and responsibilities between Shearwater's sponsor and our board of directors. Adherence to the United Way's Governance Quality Standards (see Project Narrative – Other Attachments) will ensure an effective governance structure and clearly delineated roles between the board and staff. We will recruit and retain actively involved board members. We will compound the strengths of a strong staff with a well-trained and committed board, and an informed school sponsor. Our reporting structures are developed so that staff and leadership can work together to best meet the school's objectives.

Our board of directors meets bimonthly, and committees meet on alternate months. Our board members know and agree to the Missouri Sunshine law and Missouri Ethics requirements; as such, Shearwater holds open board meetings.

Board committees have been created in the following four areas: (1) Program and Quality Oversight, (2) Governance and Membership, (3) Finance and Audit, (4) Fund Development and Community Relations. These committees are open to participation from our sponsor, nonprofit workers, advisors, and select community supporters. Refer to Project Narrative – Other Attachments for more information on the work conducted by each committee.

Management Staff

Shearwater's management staff will initially consist of the President/CEO and Business Manager. As a management team these two will support the school through forging and sustaining the collaborations and partnerships that support and strengthen the school and its

¹⁹ Standards can be accessed at <http://www.qualitycharters.org/i4a/pages/index.cfm?pageid=3393>

students, developing and maintaining operational, financial, and administrative systems so that the Principal and staff can focus on student support and instruction, leading Shearwater's development projects, such as capital campaigns, its operating funding needs, long-range endowment planning, and special projects that will further support student learning, and educating local and national groups about Shearwater so that students receive the highest quality education and support services possible.

Management staff will also collaborate with Shearwater's sponsor, and the nonprofits and postsecondary institutions with which we have close working relationships (see Selection Criteria (vii), to conduct an impact assessment of Shearwater's school model. As a result of utilizing the process of evidence-based practice and engaging the community in model development Shearwater believes that the RISE Model for Success may have replication potential. We maintain local commitment and national vision. Shearwater would like to use its working strategies to create an array of services and educational programs that meet the needs of all disconnected and dropout youth, no matter their age or learning ability.

President/CEO and Grant Project Director

Shearwater's President/CEO has led efforts to establish Shearwater and act as Shearwater's primary representative in development activities and community affairs. Shearwater's President/CEO is Stephanie M. Krauss, M.ED/MSW.

Ms. Krauss joined Teach For America at 18, making her one of Teach For America's youngest corps members. Ms. Krauss experienced extraordinary success with her students who averaged between 2.5 - 3 years of academic progress in one year. While teaching, Ms. Krauss became a certified teacher and earned a Master's degree in Education with a concentration in curriculum and instruction from Arizona State University.

After Teach For America, Ms. Krauss was awarded the Whitney M. Young Scholarship from the George Warren Brown School of Social Work at Washington University and moved to St. Louis, Missouri to obtain an additional Master's degree in Social Work with a concentration in Social and Economic Development of Youth across Cultures.

Throughout her career, Ms. Krauss has worked with Shearwater's target youth population in Texas, Florida, and Arizona. She has written on issues of youth homelessness, street culture, and evidence-based practice for the helping professional. Ms. Krauss currently serves as an active member of the City of St. Louis' Mayor's Youth Development Task Force, and was recently invited to chair the City's Disconnected Youth Initiative. She remains actively engaged in Teach For America's alumni efforts.

Ms. Krauss brings a unique mix of professional credibility, personal experience, and passion to her role as President/CEO. At 16, Ms. Krauss dropped out of school due to factors similar to those faced by St Louis' dropout and disconnected youth. Today, she brings a variety of professional experiences to her role, including but not limited to work as a classroom teacher, teacher trainer, residential advisor, program evaluator, education consultant, social researcher, and athletics coach (to view Ms Krauss' resume, see Project Narrative – Other Attachments).

Business Manager

The Business Manager will oversee fiscal operations as well as some human resource (HR) and development functions as they relate to finance and operations. He or she will be responsible for budget and fiscal administration, general school accounting and finance management and compliance, grant accounting, financial reporting to the board and the Missouri Department of Elementary and Secondary Education, and any No Child Left Behind (NCLB) financial reporting. This individual will offer operational oversight and have final decision-

making power for operations- and finance-related tasks. The Business Manager will have a primary reporting responsibility to the President/CEO. A strong Business Manager will support our objective to demonstrate the sustainability of our school model through careful planning and use of financial resources. Shearwater plans to hire a full-time Business Manager by January of 2010.

School Principal

The Principal's main responsibilities include, but are not limited to the following: (1) operating all school programs, (2) ensuring positive programmatic outcomes and student educational achievement, (3) leading school faculty and staff, and (4) developing a school culture to achieve Shearwater's mission.

In addition to these roles, the Principal will regularly meet with staff, school volunteers and local nonprofit representatives. The Principal will sit on board committees as needed and at-times may facilitate community advisory groups. Additionally, he or she will present once per quarter to the board of directors and use this group of highly talented leaders as a source for resources and ideas. At this time Shearwater has not hired a Principal, but plans to do so in the fall or early winter of 2009.

Project Narrative

Competitive Preference Priority

Attachment 1:

Title: **84.282B Shearwater Response to Competitive Priority Pages: 1** Uploaded File: **S:\Shearwater Education\Development\Public Funds\Federal\USDE Non-SEA Grants\2009 Grant Preparation\Final Docs 2009 Non-SEA\84.282B Shearwater Response to Competitive Priority.pdf**

SHEARWATER EDUCATION FOUNDATION CFDA 84.282B

RESPONSE TO COMPETITIVE PRIORITY

Shearwater Education Foundation's grant application strongly meets the Charter School Program Fiscal Year 2009 competitive priority. Shearwater High School is specifically designed to serve St. Louis youth who are at highest-risk of entering into adulthood without a high school degree. This includes youth who have dropped out, who experience homelessness, teen pregnancy and parenthood, foster-care, and/or youth who leave school to earn extra income.

Project Narrative

Other Attachments

Attachment 1:

Title: **84.282B Shearwater Project Narrative - Other Attachments Pages: 83** Uploaded File: **S:\Shearwater Education\Development\Public Funds\Federal\USDE Non-SEA Grants\2009 Grant Preparation\Final Docs 2009 Non-SEA\Attachments\84.282B Shearwater Project Narrative - Other Attachments.pdf**

SHEARWATER EDUCATION FOUNDATION CFDA 84.282B

**GRANT APPLICATION FOR PLANNING, PROGRAM DESIGN, AND
IMPLEMENTATION OF SHEARWATER HIGH SCHOOL**

PROJECT NARRATIVE – OTHER ATTACHMENTS

STEPHANIE MALIA KRAUSS

(b)(6)

PROFESSIONAL EXPERIENCE

SHEARWATER EDUCATION FOUNDATION

St. Louis, MO
2008 - Present

President/Chief Executive Officer

- Oversee strategic, programmatic, financial, and administrative operations of the Foundation
- Lead efforts to establish Shearwater High School, an accelerated public charter school for disconnected youth
- Act as Foundation representative in development and community affairs activities

THOMAS JEFFERSON SCHOOL

St. Louis, MO
2006-2008

Residential Advisor

- Supervised 87 international and domestic coed students aged 11–18
- Provided tutoring, mentorship and discipline to students

VISION FOR CHILDREN AT RISK

St. Louis, MO
Fall 2007

Student Intern

- Conducted a needs assessment of unaccompanied homeless youth in St. Louis, MO
- Researched and disseminated best practices for public education forums and dropout prevention

ALLIANCE FOR BUILDING CAPACITY

St. Louis, MO
Spring 2007

Program Evaluator

- Acted as a liaison between University and St. Louis community partnerships
- Conducted research on organizational sustainability, nonprofit management and cross-campus collaboration
- Wrote articles for publication in academic journals

DYSART ELEMENTARY SCHOOL

Phoenix, AZ
2004-2006

Fifth Grade Teacher

- Served as member of Teach For America, the national corps in which members commit two years to teach in public and rural schools in low-income communities
- Taught language arts, mathematics, social studies, and science
- Utilized differentiated instruction to meet the needs of diverse learners
- Led students to achieve an average of 3.5 years of academic progress in one year
- Chaired the school site council, discipline committee, and spirit committee

EDUCATION

WASHINGTON UNIVERSITY - GEORGE WARREN BROWN SCHOOL OF SOCIAL WORK

St. Louis, MO
2006-2008

Master of Social Work, cum laude, May 2008

- Concentration in Social and Economic Development of Youth Across Cultures
- Recipient of the Whitney M. Young Full-Tuition Scholarship
- Co-Chair, Washington University Teach for America Alumni

ARIZONA STATE UNIVERSITY

Phoenix, AZ
2004-2006

Master of Education in Curriculum and Instruction, summa cum laude, May 2006

PALM BEACH ATLANTIC UNIVERSITY

West Palm Beach, FL
2002-2004

Bachelor of Science in Psychology, cum laude, May 2004

SELECT VOLUNTEER AND RELATED EXPERIENCE

MAYOR'S YOUTH DEVELOPMENT TASK FORCE

St. Louis, MO
2007-Present

Task Force Member: Creating a Youth-Focused Community and Youth Engagement subcommittees

TEACH FOR AMERICA FAITH-BASED INITIATIVE

St. Louis, MO
2006-Present

Advisory Board Member

CHINA INSTITUTE ON SOCIAL INCLUSION AND POVERTY

Hong Kong & Kunming, China
Summer 2007

Participant

CHILDREN OF THE NATIONS

Lilongwe, Malawi
Summer 2006

Primary Teacher Trainer

INTERNAL REVENUE SERVICE

DEPARTMENT OF THE TREASURY

P. O. BOX 2508
CINCINNATI, OH 45201

Date:

MAR 27 2009

SHEARWATER EDUCATION FOUNDATION
910 NORTH 11TH STREET
ST. LOUIS, MO 63101-1018

Employer Identification Number:
26-2850518
DLN:
17053268353008
Contact Person:
MIKE M KERR ID# 31611
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
February 15, 2008
Contribution Deductibility:
Yes
Addendum Applies:
Yes

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.

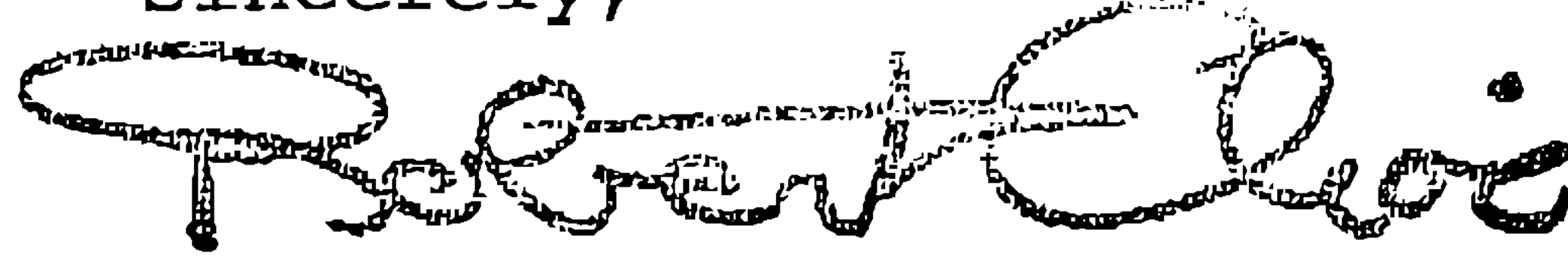
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

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)

SHEARWATER EDUCATION FOUNDATION

Sincerely,

A handwritten signature in cursive script that reads "Robert Choi". The signature is written in dark ink and is positioned below the word "Sincerely,".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

SHEARWATER EDUCATION FOUNDATION CFDA 84.282B

POLICY FOR STUDENT ENROLLMENT BY LOTTERY



Policy and/or Procedure

Policy/Procedure Title: Lottery, Recruitment, and Admissions Policy

Policy/Procedure Type: (check one) **Organization-Wide** **High School**

Policy/Procedure Effective Date:

Date of Required Approval:

Executive Management Team	<u>2.01.2010</u>
Program & Quality Oversight Team	<u>2.28.2010</u>
Board of Directors	<u>3.16.2010</u>

I. Policy: A lottery of all recruited student candidates will be conducted in the spring of each year to admit Shearwater's incoming student body.

II. Applicable Agency Values: Integrity; Respect & Value for All

III. Procedure: A community representative will conduct the lottery in a large public space in mid-to-late June. First preference for admission will be given to youth ages 17-19 who meet the high-risk student criteria, as defined in 160.405.2(4) RSMo¹. Second preference for admission will be given to siblings of currently enrolled students. Selected students will receive a formal letter of admittance within one week of the lottery.

¹ This includes disconnected youth who may currently experience or have recently experienced dropout, homelessness, aging-out of foster care and/or adjudication

BYLAWS

OF

Shearwater Education Foundation

A Missouri Nonprofit Corporation

ARTICLE I-NAME/PURPOSE

1. The name of the organization shall be Shearwater Education Foundation.
2. The Corporation, Shearwater Education Foundation (“Shearwater”) is organized exclusively for charitable, research, educational, social services, and community economic development purposes within the meaning of Section 501(c)(3). The Corporation is organized exclusively for charitable, educational, and community economic development purposes by providing educational, financial, research, services and support to enrich educational programs for children; teenagers; young adults and other persons in need regardless of race; color; creed; gender; sexual orientation; or religion affiliation, by any means that are lawful under Section 501 (c) (3).

ARTICLE II-OFFICES

1. The corporation may have offices at such places as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE III-DIRECTORS

1. The affairs of the corporation shall be managed by the Board of Directors. The numbers of Directors to constitute the Board of Directors shall not exceed fifteen (15), unless and until changed by amendment to this bylaw, provided, however, that there shall always be at least three (3) Directors.
2. The Directors may keep the books of the corporation at the principal business office of the corporation in this state or at such other place as they may from time to time determine and as may be permitted by law.

ARTICLE IV-BOARD ELECTIONS

1. At the first meeting of the Directors of the corporation in 2008, the Directors shall elect one (1) Director for a term of (1) year, two (2) Directors for a term of two (2) years, and two (2) Directors for a term of three (3) years. Thereafter, successor Directors shall be elected at the annual meeting of Directors to serve for a term of two (2) years or until his or her successor shall have been elected or qualified. For as long as the Memorandum of Agreement, dated April 1, 2008, is in effect between the corporation and Youth In Need, Youth In Need shall appoint Jim Braun, President and Chief Executive Officer of Youth In Need, and another member of the Board of Directors of Youth In Need to the board of the corporation as non-voting members.

2. Directors may be removed, with or without cause, by the vote of a majority of all of the Directors at a meeting of the Directors called expressly for that purpose. Any vacancy created by such removal shall be filled for the unexpired term in respect of such vacancy by majority vote of the Directors present at such special meeting or, in the absence of such action at such special meeting, by resolution of the board.

3. If the office of a Director becomes vacant for any reason, other than by removal of Director in the manner prescribed in paragraph 2 hereof, the remaining Directors shall choose a successor or successors, which successor(s) shall hold office for the unexpired term in respect of which such vacancy occurred or until the next election of Directors.

ARTICLE V-COMPENSATION OF DIRECTORS

1. Directors, in that capacity, shall not receive any stated salary for their services, but by resolution of the Board, expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation or reimbursement of expenses therefore.

ARTICLE VI-MEETINGS OF THE BOARD

1. The annual meeting of the Board shall be held in June at such time and place as shall be determined by the Board. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

2. Special Meetings of the Board may be called by the Chairman, Vice-Chairman, the Secretary, or one-third (1/3) of the Directors, not less than two (2) days' notice to each director, either personally or by first class mail, electronic mail, telephone or facsimile.

3. A Director's attendance at or participation in a meeting waives any required notice of the meeting unless the Director upon arriving at the meeting or prior to the vote on a matter was not noticed in conformity with the law, the Articles or Bylaws, objects to lack of notice and does not vote for or assent to the objected action. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in any notice or waiver of notice of such meeting.

4. At all meetings of the Board, a majority of all the Directors in office shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, unless the action is one upon which, by express provision of the statutes, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. If a quorum shall not be present at any meeting of Directors, the Directors present may adjourn the meeting, from time to time, without notice other than announcement at the meeting, unless a quorum shall be present.

5. Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

6. Action required or permitted by law to be taken at a Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. Such action shall be effective when the last Director signs the consent, unless the consent specifies a different date.

ARTICLE VII-COMMITTEES

1. The Board of Directors, by a resolution adopted by a majority of the Directors in office, may designate an Executive Committee, which shall consist of at least three (3) Directors of the corporation. The Executive Committee shall have and exercise the authority of the Board of Directors between meetings of the Board of the Board of Directors.

2. The Board of Directors, by a resolution adopted by a majority of the Directors in office, may designate one or more other Board committees, each of which shall include at least one (1) Director. Such committees shall exercise authority only to the extent specified by the Board of Directors.

3. At all meetings of committees, a majority of the members of the committee shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee, unless the action is one upon which, by express provision of the statutes, the Articles of Incorporation, these Bylaws, or a resolution of the Board of Directors, a different vote is required, in which case such express provision shall govern and control. Provisions in these Bylaws pertaining to meetings of the Board shall also apply to committee or committees of the Board.

ARTICLE VIII-ADVISORY COMMITTEES

1. The Board may create one or more advisory committees to carry out the corporation's purposes. Each Board resolution establishing an advisory committee shall clearly define the committee's role and the scope of its activities and identify the committee's members. Each advisory committee shall be responsible for keeping its own minutes and submitting copies of such minutes to the secretary for inclusion in the corporation's permanent minute book or records. All advisory committees shall report to the board and no advisory committee shall be permitted to bind the corporation or exercise the authority of the Board.

ARTICLE IX-NOTICES

1. Whenever, under provisions of the statutes, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director, such notice may be given orally or in writing. Notice may be communicated in person; by any form of wire or wireless communication in person; by any form of wire or wireless communication such as telephone, telegraph, or e-mail; by mail or private carrier; or if the preceding forms of personal notice are impracticable, by a newspaper of general circulation in the area where published; or other form of public broadcast communication such as radio, or television.

2. Whenever notice is required to be given, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, and filed with the minutes or corporate records, shall be deemed equivalent thereto.

ARTICLE X-OFFICERS

1. The officers of the corporation shall consist of a Chairman of the Board, Vice-Chairman, a Secretary and such other officers as may be elected by the Board of Directors. The Board may also a Treasurer, one or more Assistant Secretaries and Assistant Treasurers, and such officers and agents as it shall deem necessary, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

2. The officers of the corporation shall hold their office for a term of two (2) years. Officers may be reelected to successive terms, though no officer may serve for more than three (3) terms total. Any officer may be removed at any time by the Board of Directors. Any officer may resign at any time by delivering notice to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a future effective date. If the office of any officers becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

ARTICLE XI -SECRETARY AND ASSISTANT SECRETARIES

1. The Secretary shall keep or cause to be kept a record of all meetings of the Board of Directors and shall record all votes and the minutes of all proceedings in a book to be kept for that purpose. He or she shall give, or cause to be given, notice of all special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he or she shall be. He or she shall be responsible for authenticating the records of the corporation.

2. The Assistant Secretaries, if any, in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors may prescribe.

ARTICLE XII-TREASURER AND ASSISTANT TREASURERS

1. The Treasurer, if any, shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors and shall perform such other duties as the Board of Directors may prescribe.

2. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his or her transactions as Treasurer and of the financial condition of the corporation.

3. If required by the Board of Directors, the Treasurer shall give the corporation a bond in such sum and with such surety or sureties or shall be satisfactory to the Board for the faithful performance of the duties of his or her office and for the restoration to the corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the corporation.

4. The Assistant Treasurer, if any, in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the Board of Directors.

ARTICLE XIII-CHECKS

All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE XIV-FISCAL YEAR

The fiscal year of the corporation shall begin the first day of July in each year.

ARTICLE XV-ALTERATION, AMENDMENT OR REPEAL OF BYLAWS

These Bylaws may be altered, amended or repealed at any regular or special meeting of the Directors by the affirmative vote of a majority of all the Directors in office.

ARTICLE XVI-RECORDS

1. The corporation shall keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the Directors without a meeting, and a record of all actions taken by committees of the Board of Directors.

2. The corporation shall maintain appropriate accounting records. A copy of the following records shall be kept at the corporation's principal office: The Articles of Incorporation and all amendments to them currently in effect; these Bylaws and all amendments to them currently in effect; a list of the names and business or home addresses of the current Directors and officers; the most recent annual report delivered to the Secretary of State; and appropriate financial statements of all income and expenses.

ARTICLE XVII-INTEREST IN TRANSACTIONS

1. A possible conflict of interest exists when a director has a material financial or personal interest, either direct or indirect, in a proposed transaction involving this organization. When a director has an interest in a transaction being considered by the organization, the director should disclose that conflict before the Board of directors or staff member take action on the matter. Any Board member having a conflict of interest will not vote or use his or her personal influence on the matter and shall not be present when the matter is discussed by the Board. The minutes of the meeting will reflect that a disclosure was made, and the abstention from voting.

2. This policy also will apply to immediate family members, the organization's committees, and its advisory board. Directors, committee members, staff members, and members of the advisory board will be required to attest annually to their familiarity with this policy, and to provide information concerning any possible conflict of interest so that disclosure, if necessary, is made.

3. Staff members and their immediate families will not benefit materially from the organization beyond receipt of salaries, fringe benefits, and reimbursement for authorized expenses.

4. The organization's conflict of interest policy supplements this bylaw provision and should be reviewed annually by any person to whom this policy applies.

ARTICLE XVIII-INDEMNIFICATION

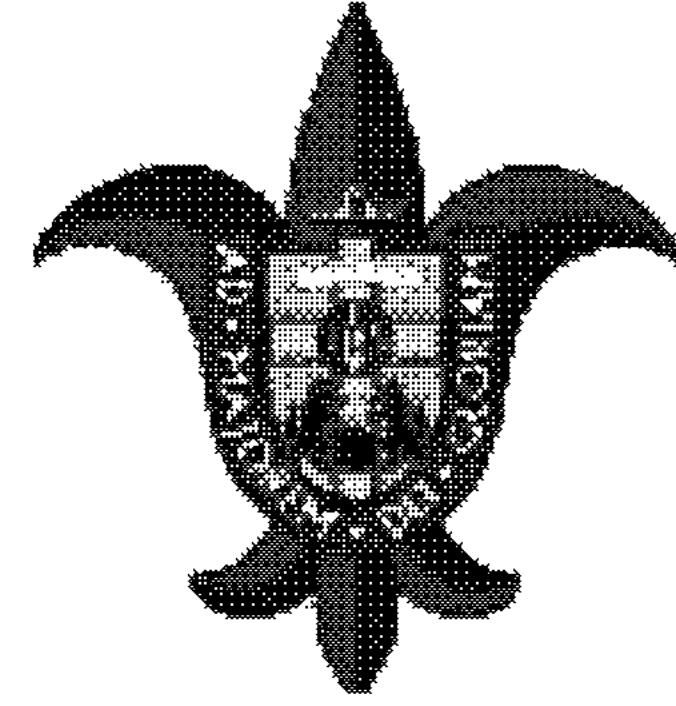
1. Neither the Board of Directors, nor any of its members individually, shall be liable for acts, neglects or defaults of an employee, agent or representative selected with reasonable care, nor for anything it may do or refrain from doing in good faith, including the following if done in good faith: errors in judgment, acts done or committed on advice of counsel, or mistakes of fact or law.

2. The corporation shall indemnify each Director, officer and employee and each former Director, officer and employee of this corporation, against expenses, judgments, decrees, fines, penalties or amounts paid in settlement in connection with the deense of any past, pending or threatened action, suit or proceeding, criminal or civil, to which he or she was, is or may be made a party by reason of being or having been such Director, officer or employee, provided a determination by the Board of Directors or by independent counsel appointed by the Board of Directors that:

a. such Director, officer or employee was not, and has not been adjudicated to have been negligent or guilty of misconduct in the performance of his or her duty to the corporation of which he or she is or was a Director, officer or employee,

b. he or she acted in good faith in what he reasonably believed to be the best interest of such corporation, and

c. in any matter the subject of a criminal action, suit or proceeding, he or she had no reasonable cause to believe that his or her conduct was unlawful.



SAINT LOUIS
UNIVERSITY

*Charter Contract for
Shearwater High School*

12/11/2014

**CHARTER SCHOOL CONTRACT BETWEEN SAINT LOUIS UNIVERSITY AND
SHEARWATER HIGH SCHOOL**

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Declaration of Contract

This Charter School Contract ("Contract") between Saint Louis University ("University") and Shearwater Education Foundation ("Shearwater") is entered into on the 31st of March 2009 ("Effective Date"), for the purpose of defining the responsibilities and obligations of each party in operating a charter school.

Recitals

WHEREAS, the State of Missouri, via the Missouri Revised Statutes (Sections 160.400 to 160.420, RSMo), has authorized the establishment of independent, publicly-supported schools known as charter schools;

WHEREAS, those statutes specify all organizational, operational and educational requirements to be met by such charter schools;

WHEREAS, Saint Louis University is authorized by those statutes to sponsor such charter schools;

WHEREAS, the Shearwater Education Foundation is seeking approval of its application to operate Shearwater Charter School by the Missouri State DESE of Education;

WHEREAS, Shearwater Education Foundation and Saint Louis University have jointly negotiated this contract;

WHEREAS, both Saint Louis University and Shearwater Education Foundation have reviewed and this contract and agree to abide by all provisions herein;

NOW, THEREFORE, this contract is comprised of the following terms and conditions, to which all parties agree:

ARTICLE I: DEFINITIONS AND CLARIFICATIONS

Section 1.1. Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) "Shearwater" means the Missouri nonprofit corporation named Shearwater Education Foundation, which is establishing a public charter school pursuant to this Contract.
- (b) "Shearwater Board" means the Board of Directors of Shearwater.
- (c) "Applicable Law" means all state and federal laws applicable to Missouri public charter schools and any regulations implemented pursuant to those laws.
- (d) "Application" means the amended charter school application and supporting documentation submitted to the University for the establishment of Shearwater. The Application is attached to this Contract as Attachment 1.
- (e) "Statutes" means the Missouri Revised Statutes, 2007, Chapter 160, Sections 160.400 to 160.420, of the Missouri Compiled Laws.
- (f) "Contract" means, in addition to the definition set forth in the Statutes, these Terms and Conditions, and all attachments.
- (g) "University" means Saint Louis University. The University will designate an employee(s) who, unless otherwise noted, will serve as the director of the University's sponsorship work and the primary point of contact for Shearwater personnel.
- (h) "DESE" means the Missouri Department of Elementary and Secondary Education.
- (i) "Education management organization" means any for-profit or non-profit corporation contracted by Shearwater Education Foundation to develop and manage the school's curriculum, faculty and staff, and/or administration services; corporations contracted by Shearwater Education Foundation to provide non-comprehensive services and support to school operations (e.g. payroll services, faculty development programs, building maintenance) shall not be included in this definition.
- (j) "SLPS" means the Saint Louis Public School District as defined in March 2009.

Section 1.2. Clarifications. For the purpose of clarity in understanding terms or components of this Contract, note:

- (a) The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

(b) All attachments to this Contract are incorporated into, and made part of, this Contract.

(c) The Application submitted to the University for the establishment of Shearwater and approved by the Missouri DESE of Elementary and Secondary Education is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and any other component of this Contract, the language or provisions in the Contract shall control.

ARTICLE II: STATUS OF AND RELATIONSHIP BETWEEN SHEARWATER AND THE UNIVERSITY

Section 2.1. Status of the University. The University is an independent, non-profit organization operating as a private university. In approving this Contract, the University voluntarily exercises additional powers given to the University via state statutes to sponsor public charter schools. Nothing in this Contract shall be deemed to be any waiver of the University's autonomy or powers and Shearwater shall not be deemed to be a part of the University. Representation by Shearwater of the University or use of the University name and trademarks outside of the terms and conditions of this contract is prohibited. No fee has been or will be offered to Saint Louis University for consideration of the charter.

Section 2.2. Status of Shearwater. Shearwater is a charitable not-for-profit corporation and quasi-governmental entity authorized by Missouri statutes. It is organized and shall operate as a public charter school. It is not a division or part of the University. The relationship between Shearwater and the University is based solely on the applicable provisions of the statutes and the terms and conditions of this Contract or other agreements between the University and Shearwater. It is understood that Shearwater is not an agent of the University.

Section 2.3. Financial Obligations of Shearwater are Separate From the State of Missouri and Saint Louis University. Any contract, mortgage, loan or other instrument of indebtedness entered into by Shearwater and a third party shall not in anyway constitute an obligation, either general, special, or moral, of the State of Missouri or the University. Neither the full faith and credit nor the taxing power of the State of Missouri, nor agency of the State, nor the full faith and credit of the University shall ever be pledged for the payment of any Shearwater contract, mortgage, loan or other instrument of indebtedness.

Section 2.4. Shearwater Has No Power To Obligate or Bind State of Missouri or Saint Louis University. Shearwater has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Missouri or the University, nor does Shearwater have any authority whatsoever to make any representations to lenders or third parties, that the State of Missouri or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by Shearwater.

ARTICLE III: ROLE OF THE UNIVERSITY AS SPONSORING BODY

Section 3.1. Oversight Responsibilities of the University. The University has the responsibility to comply with this Contract and all Applicable Law, and to oversee Shearwater's compliance with this Contract and all Applicable Law.

Section 3.2. University Representation on Shearwater Governing Committees. One University-appointed faculty or staff member will serve as a non-voting, non-member advisor to each Shearwater Governing Committee. The duration of such appointments will be determined by the University in consultation with Shearwater.

Section 3.3. Reimbursement of University Expenses. The University's expenses associated with sponsorship of Shearwater shall be defrayed by DESE retaining and remitting to the University one and five-tenths percent of the amount of annual state and local funding allocated to Shearwater under section 160.415 RSMo, not to exceed one hundred twenty-five thousand dollars (\$125,000) annually, adjusted for inflation.

Section 3.4. Notification of Real Estate Transaction. Shearwater will notify the University within 72 hours of any action to purchase or lease property for the purpose of any charter school operations.

Section 3.5. Authorization of Employment. The University authorizes Shearwater to employ or contract directly with personnel identified in the Application. An employee hired by Shearwater shall be an employee of Shearwater for all purposes and not an employee of the University for any purpose. With respect to Shearwater employees, Shearwater shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Shearwater Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. Collective bargaining agreements, if any, with employees of Shearwater shall be the responsibility of Shearwater.

Section 3.6. Approval of Non-EMO Contracts. Shearwater may contract with service providers to provide specified work at Shearwater according to provisions established in the Application. Shearwater may, without prior University approval, enter into agreements with other school districts, schools, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of Shearwater or advance education in this state.

Section 3.7. Approval of EMO Contracts. Any contract established between Shearwater and an Education Management Organization requires the prior approval of the University.

Section 3.8. Approval of Expansion. Shearwater's Board may not authorize the expansion of its school by grade level or campus without the prior written approval of the University.

Section 3.9. Assistance to the Saint Louis Public School District. In each year of Shearwater High School's operation under University sponsorship, the University will

- (a) communicate to the SLPS Superintendent its commitment to sponsorship of Shearwater High School as one element of the University's comprehensive commitment to public education in general, and to SLPS in particular;
- (b) offer to SLPS faculty and staff knowledge of any potential pedagogical, organizational or other improvements to public education gained via sponsorship of Shearwater and any other charter school;
- (c) offer to partner with SLPS as appropriate to advance the success of current and future Shearwater High School students, as well as current and future SLPS students;
- (d) encourage SLPS to consider future sponsorship of Shearwater High School.

ARTICLE IV: SHEARWATER AS A NONPROFIT AND QUASI-GOVERNMENTAL ENTITY

Section 4.1. Nonprofit Corporation. Shearwater shall be incorporated, organized and operated as a public charter school and a nonprofit corporation according to Missouri law. The Articles of Incorporation and Bylaws of Shearwater are included in the Application. Other charter schools, programs or incorporated entities operated by the same Board of Directors that operates Shearwater are legally distinct entities, and no part of this Contract pertains to any corporation, program or entity other than Shearwater.

Section 4.2. Limitation on Actions in Performance of Governmental Functions. Shearwater shall act exclusively as a quasi-governmental entity and shall not undertake any action inconsistent with its status as a corporate body authorized to receive state school aid funds pursuant the State Constitution and Missouri law.

Section 4.3. Other Permitted Activities. Nothing in this Contract shall prohibit Shearwater from engaging in other lawful activities that are not in derogation of Shearwater's status as a public school or that would not jeopardize the eligibility of Shearwater for state school aid funds.

Section 4.4. Shearwater Board Members Serve in Their Individual Capacity. All voting members of Shearwater's Board of Directors shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in his or her individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of Shearwater's Board.

Section 4.5. Tuition Prohibited; Fees and Expenses. As a public school, Shearwater shall not charge tuition. Shearwater may impose fees and require payment of expenses for activities of the school where such fees and payments are not prohibited by law.

Section 4.6. Status as a Local Education Agency. Shearwater will operate in the State of Missouri as a local education agency (LEA) consisting of one public charter school. Shearwater shall be considered a quasi- governmental body and subject to the provisions of sections 610.010 to 610.035, RSMo. Copies of the charter will be presented to St. Louis Public Schools and the State Board of Education.

Section 4.7. Compliance with Applicable State and Federal Law; Nonsectarian Structure. Shearwater shall comply with all applicable State and Federal law and rules pertaining to charter schools. Shearwater shall comply with all applicable State and Federal law pertaining to health, safety, civil rights and minimal educational standards. Shearwater shall be nonsectarian in its programs, admissions policies, employment practices and all other aspects of its operations.

Section 4.8. Open Meetings Compliance. Shearwater shall abide by the State of Missouri's open meetings laws. Shearwater shall make available for public inspection a copy of the charter, the most recent annual report card and results of background checks on board members. Shearwater acknowledges it may charge reasonable fees, not to exceed the rate specified in section 610.026, RSMo, for furnishing copies of these documents.

ARTICLE V: EDUCATIONAL AND OPERATIONAL REQUIREMENTS

Section 5.1. Timeline of operations. Shearwater shall open and operate as a fully-functioning school, as detailed in the Application, beginning August 2010.

Section 5.2. Mission, Vision and Educational Philosophy. Shearwater shall at all times operate in full accordance with its mission, vision and educational philosophy, and toward its stated educational and operational objectives, as identified in the Application.

Section 5.3. Educational Programs and Curriculum. Toward achievement of the goals identified in the Application, Shearwater shall deliver the educational programs as identified in the Application.

Section 5.4. Assessment of Student Performance. Shearwater shall assess pupils' work in accordance with the assessment strategies identified in the Application. A comprehensive Assessment Plan, including specific annual student learning outcomes and annual measures of student performance for the duration of this contract, will be developed by Shearwater and the University, and be approved for implementation by the University no later than June 30th, 2011.

Section 5.5. Application and Enrollment of Students. Shearwater shall comply with the student application and enrollment policies identified in the Application.

Section 5.6. School Calendar and School Day Schedule. Shearwater shall comply with the school calendar and school day schedule identified in the Application.

Section 5.7. Grade Range of Pupils. Shearwater shall officially classify students as detailed in the Application. Assessments of student performance will be administered annually according to officially designated classifications for each student.

Section 5.8. Special Education. Shearwater shall comply with all Applicable Law concerning the provision of special education programs and services at Shearwater.

Section 5.9. Accounting Standards. Shearwater shall use accounting practices consistent with the Missouri Financial Accounting Manual, provide for an annual audit by a certified public accountant, and publish audit reports and annual financial reports as provided in chapter 165, RSMo.

Section 5.10. Annual Financial Statement Audit. Shearwater shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. By December 1st of each year, Shearwater shall submit to the University one (1) copy of the annual financial statement audit, auditor's management letters, and a copy of any responses to auditor's management letters. The University reserves the right to review, at any time, the Shearwater budget to monitor fiscal responsibility throughout the budget cycle.

Section 5.11. Address and Description of Physical Plant. The address and description of the proposed physical plant for Shearwater, as well as plans for future physical plants, are identified in the Application.

Section 5.12. Contributions and Fund Raising. Shearwater may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to Shearwater is for the benefit of the University.

Section 5.13. Disqualified Organizational or Contractual Affiliations. Shearwater shall comply with all state and federal law applicable to public schools concerning church-state issues.

Section 5.14. Method for Monitoring Shearwater's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. Shearwater shall perform the compliance certification duties required by Applicable Law and the University as outlined in the Application. Shearwater shall provide to the University all data deemed necessary by the University to support the University's statutory monitoring responsibilities in a timely manner.

Section 5.15. Shearwater Budget. Shearwater is responsible for establishing, approving, and amending an annual budget in accordance with the all Applicable Law and DESE requirements. By June 1st of each year, Shearwater shall submit to the University a detailed copy of its annual budget for the upcoming fiscal year. In addition, Shearwater is responsible for approving all revisions and amendments to the annual budget. Within ten (10) business days after Shearwater Board approval, revisions or amendments to Shearwater's budget shall be submitted to the University.

Section 5.16. Insurance. Shearwater Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- (a) real and personal property insurance covering all of Shearwater's real and personal property, whether owned or leased;
- (b) a minimum of general liability insurance of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- (c) minimum automobile insurance coverage of one million dollars (\$1,000,000), if needed;
- (d) workers' compensation insurance or "workers' compensation without employees if any insurance";
- (e) Employee Dishonesty Insurance of five hundred thousand dollars (\$500,000), if needed.
- (f) Any additional insurance deemed necessary by the Shearwater Board and/or the University.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Missouri. Shearwater may join with other public charter schools to obtain insurance if Shearwater Board finds that such an association provides economic advantages to Shearwater, provided that each school maintains its identity as first named insured. Shearwater shall list the University on the insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. Shearwater shall have a

provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, Shearwater shall provide the University or its designee copies of all insurance policies required by this Contract. When changing insurance programs or carriers, Shearwater must provide copies of the proposed policies to the University at least thirty (30) days prior to the proposed change. Shearwater shall not cancel its existing coverage without the prior approval of the University. Shearwater may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

The University's insurance carrier periodically reviews the types and amounts of insurance coverages that Shearwater must secure in order for the University to maintain insurance coverage for the sponsorship and oversight of Shearwater. In the event that the University's carrier requests additional changes in coverage identified above, Shearwater agrees to comply with any changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 5.17. Legal Liabilities and Covenant Against Suit. The parties acknowledge and agree that each has no authority to extend the faith and credit of the other party or to enter into a contract that would bind the other party. Shearwater also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The parties hereby covenant not to sue the other party or the other party's Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The parties do not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the other and no such person shall have the right or standing to bring suit against the the other or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, or terminating of this Contract.

Section 5.18. Lease or Deed for Proposed Site. Shearwater shall provide to the University copies of its lease or deed for the premises in which Shearwater shall operate.

Section 5.19. Occupancy and Safety Certificates. The Shearwater Board shall: (i) ensure that Shearwater High School's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for Shearwater's physical facilities. Shearwater High School shall not conduct classes until the Shearwater Board has complied with this Section.

Section 5.20. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. Shearwater shall comply with all Applicable Law concerning criminal background, criminal history, and sex abuse registry checks for its teachers, school administrator(s), and for any other position requiring Board approval. In addition, Shearwater shall comply with all Applicable Laws concerning the disclosure of unprofessional conduct by persons applying for Shearwater employment or employed by Shearwater. This Section shall apply to such persons irrespective of whether they are contracted special education service providers as identified in the Application, employed by Shearwater or a Shearwater-contracted EMO, or are substitute teachers.

ARTICLE VI: CONTRACT PROBATION, SUSPENSION AND TERMINATION

Section 6.1. Probation. If the University determines that Shearwater is failing to meet one or more required performance standards but that the failure does not warrant Suspension or Termination, the University may place Shearwater on probation for a defined period of time. During the probationary period, the University may require the implementation of a University-developed remediation plan, which may require changes in curriculum, pedagogy, financial management, administrative services, and/or personnel. A written Notice of Probation, setting forth the grounds for and conditions of the probation, shall be sent to the Shearwater Board immediately.

Section 6.2. Suspension. If the University determines that probable cause exists to believe that Shearwater Board (a) has placed staff or students at risk; (b) is not properly exercising its fiduciary obligations to protect and preserve Shearwater's public funds and property; (c) has lost its right to occupancy any of its physical facilities, and cannot find another suitable physical facility for Shearwater prior to the expiration or termination of its right to occupy its existing physical facilities; (d) has failed to secure or has lost the necessary fire, health, and safety approvals as required; or (e) has willfully or intentionally violated this Contract or Applicable Law; the university may immediately suspend this contract. A written Notice of Suspension, setting forth (a) the grounds for and conditions of suspension, and (b) terms (if any) for reinstatement of the contract, shall be sent to the Shearwater Board immediately.

Section 6.3. Grounds for Termination by the University. This Contract may be terminated by the University upon a determination by the University, pursuant to the process set forth in section 6.2, that one or more of the following has occurred:

- (a) Failure of Shearwater to abide by and meet the educational goals mutually agreed upon by both the University and Shearwater, as identified in the Application and in all amendments to the Application and this Contract;
- (b) Failure of Shearwater to comply with all Applicable Law;
- (c) Failure of Shearwater to employ and abide by accounting standards required by all Applicable Law;
- (d) Shearwater is insolvent, has been adjudged bankrupt, or has operated for two (2) or more school fiscal years with a fund balance deficit;
- (e) For two (2) consecutive years Shearwater enrolls fewer than fifty percent (50%) of its capacity as stated in the Application.
- (f) Shearwater defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (g) Shearwater files amendments to its Articles of Incorporation or Bylaws without first obtaining the University's input;
- (h) Shearwater's directors, officers, employees or agents engage in negligent, fraudulent or criminal conduct in relation to their performance under this Contract;
- (i) Shearwater's directors, officers, employees or agents have provided false or misleading information or documentation to the University in connection with the Application, this Contract, Shearwater's operation, or reporting or compliance requirements under this Contract or Applicable Law.
- (j) The University deems it no longer in the best interests of Shearwater's students and/or community at large for the University to sponsor Shearwater.

Section 6.4. Procedures for Termination by Saint Louis University. This Contract may be terminated by the University according to the following process:

- (a) Upon reasonable belief that grounds for termination of the Contract exist, the University shall notify Shearwater Board of such grounds by issuing, in writing, to the Shearwater Board a Notice of Intent to Terminate. The Notice of Intent to Terminate (i) shall set forth in sufficient detail the grounds for termination and (ii) must be delivered to the Shearwater Board at least ninety (90) days prior to terminating this contract. In the case that the grounds for termination by the University are any of those identified in 6.1(j) above, the University must issue a Notice of Intent to Terminate at least two (2) years prior to terminating this contract.
- (b) Within thirty (30) days of receipt of the Notice of Intent to Terminate, the Shearwater Board shall respond in writing to the University to the alleged grounds for termination.
- (c) Within (14) days of receipt of the Notice of Intent to Terminate, the Shearwater Board may request a hearing with the University to respond to the Notice and discuss the future of the Shearwater. The hearing will be conducted (i) only after the University's receipt of Shearwater's written response; (ii) within thirty (30) days of issuance of the Notice of Intent to Terminate; and (iii) will be conducted according to procedures established by the University that afford Shearwater a full, fair and impartial hearing, including the right to present evidence and witnesses to rebut the allegations in the Notice of Intent to Terminate.
- (d) The University reserves the right to amend or rescind a Notice of Intent to Terminate should the Shearwater response to the Notice (in written form or via a hearing) warrant such action as determined by the University. A decision on amendment or rescission must be communicated to Shearwater in writing no more than forty-five (45) days after issuing the Notice of Intent to Terminate. Amendments may include the establishment of a Probationary Period during which certain conditions established by the University must be met by Shearwater or the Contract will be terminated.
- (e) Unless specified otherwise by the University in its Notice of Intent to Terminate, a decision by the University to terminate the Contract shall be effective immediately following the final day of classes at Shearwater in the academic year in which the Notice was given.
- (h) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University after a decision to terminate the Contract may be withheld by the University or returned to the Missouri DESE of Treasury upon request.

Section 6.5. Grounds for Termination of Contract by Shearwater. This Contract may be terminated by a majority vote of the Shearwater Board pursuant to the procedures set forth in Section 6.5 below.

Section 6.6. Procedures for Termination of Contract by Shearwater. This Contract may be terminated by Shearwater according to the following process:

- (a) Shearwater shall notify the University of its intent by issuing, in writing, to the University a Notice of Intent to Terminate. The Notice of Intent to Terminate (i) shall set forth in sufficient detail the grounds for termination and (ii) must be delivered to the University at least six (6) months prior to terminating this contract.
- (b) Within thirty (30) days of receipt of the Notice of Intent to Terminate, the University shall respond in writing to Shearwater to the grounds for termination.
- (c) Shearwater reserves the right to amend or rescind a Notice of Intent to Terminate should the University response to the Notice warrant such action as determined by the Shearwater Board. A decision on amendment or rescission must be communicated to the University in writing no more than forty-five (45) days after issuing the Notice of Intent to Terminate.
- (d) Unless specified otherwise by Shearwater in its Notice of Intent to Terminate, a decision by the Shearwater to terminate the Contract shall be effective immediately following the final day of classes at Shearwater in the academic year in which the Notice was given.

Section 6.7. Change in Existing Law. If, after the Effective Date of this Contract, there is a change in Applicable Law which substantially alters or amends the responsibilities and obligations of either Shearwater or the University, this Contract may be terminated upon approval of both parties according to a process approved by both parties.

ARTICLE VII: GENERAL TERMS

Section 7.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

Saint Louis University
Provost's Office
DuBourg Hall, Rm. 450
221 N. Grand Blvd.
St. Louis, MO 63103

Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO 63101

Section 7.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 7.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 7.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the University and Shearwater with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 7.5. Assignment. This Contract is not assignable by either Shearwater or the University.

Section 7.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 7.7. Governing Law. This Contract shall be governed and controlled by the laws of the State of Missouri as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 7.8. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 7.9. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 7.10. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 7.11. No Third Party Rights. This Contract is made for the sole benefit of the Shearwater and the University. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 7.12. Non-Agency. It is understood that Shearwater is not an agent of the University.

Section 7.13. Contract Length. This Contract will be effective upon the determination of the Missouri State Board of Education that it meets the requirements of sections 160.400 to 160.420 and section 167.349, RSMo, and that the University has not previously failed to meet the statutory responsibilities of a charter sponsor; the Contract will be effective through and including June 30, 2015, unless terminated prior to that time in accordance with the provisions of this Contract. This Contract term may be extended, or the Contract may be renewed for an additional term, in accordance with State law and upon mutual written consent of the parties hereto.

Section 7.14. Survival of Provisions. The terms, provisions, and representations of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 7.15. Termination of Responsibilities. Upon termination or revocation of the Contract, the University or its designee shall have no further obligations or responsibilities under this Contract to Shearwater or any other person or persons in connection with this Contract.

ARTICLE VIII: AMENDMENT

Section 8.1. Amendment. The University and Shearwater acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time will require appropriate amendment of this Contract. In order to assure a proper balance between the need for independent development of Shearwater and the statutory responsibilities of the University as a sponsoring body, the parties have established a flexible process for amending this Contract.

Section 8.2. Process for Amendment Initiated by Shearwater. Shearwater, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University through its designee. In the event that a proposed change is not accepted by the University, the University shall consider a change proposed by Shearwater following an opportunity for a presentation to the University by Shearwater.

Section 8.3. Process for Amendment Initiated by the University. The University may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Shearwater Board may delegate to an officer of Shearwater the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the University upon a majority vote of the Shearwater Board.

Section 8.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved in writing by the Shearwater Board and by the University.

Section 8.5. Change in Existing Law. If, after the Effective Date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities and obligations of either the Shearwater or the University, this Contract shall be amended or terminated to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of Shearwater and the University shall conform to and be carried out in accordance with the change in Applicable Law.

SAINT LOUIS UNIVERSITY

As the authorized representative of Saint Louis University, I hereby issue this Charter to Shearwater Education Foundation and certify that Saint Louis University will comply with this Contract and all Applicable Law.

Joe Weixlmann
Provost

Date

SHEARWATER EDUCATION FOUNDATION

As the authorized representative of Shearwater High School, I hereby certify that Shearwater Education Foundation will comply with this Contract and all Applicable Law.

James L. Frazier
Chair of the Board

Date

Chris L. Nicastro
Commissioner of Education



205 Jefferson Street
P.O. Box 480
Jefferson City, MO 65102-0480
<http://dese.mo.gov>

Missouri Department of Elementary and Secondary Education

— Making a positive difference through education and service —

COPY

August 3, 2009

Dr. Steve Sanchez
Assistant Provost
Saint Louis University
221 North Grand Blvd.
DuBourg Hall, Room 458
St. Louis, MO 63103

Dear Steve:

The State Board of Education met in its regularly scheduled session on June 25, 2009. At that time, the Shearwater High School charter school proposal was presented as approved by Saint Louis University. The State Board found the application in compliance with the law and authorized Shearwater High School charter school to commence operations pursuant to the charter granted by the Saint Louis University.

I look forward to working with you as this school prepares to open for the 2010-11 school year.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Jocelyn Strand".

Jocelyn M. Strand, Director
A+ Schools/Charter Schools

c: Stephanie Krauss, President/CEO, Shearwater Education Foundation

SHEARWATER EDUCATION FOUNDATION CFDA 84.282B - OPTIONAL BUDGET NARRATIVE

<u>Personnel - Recruitment</u>		Project Year 1	Project Year 2	Project Year 3			
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Staff Recruitment	\$8,000.00		\$5,000.00		\$1,500.00		\$1,500.00
Total	\$8,000.00		\$5,000.00		\$1,500.00		\$1,500.00
<u>Personnel - Professional Development (PD)</u>		Project Year 1	Project Year 2	Project Year 3			
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
President/CEO	\$4,500.00	1	\$1,500.00	1	\$1,500.00	1	\$1,500.00
Business Manager	\$2,000.00	1	\$0.00	1	\$1,000.00	1	\$1,000.00
Principal	\$3,140.00	1	\$0.00	1	\$1,570.00	1	\$1,570.00
Teachers	\$6,110.00	0	\$0.00	5	\$2,350.00	8	\$3,760.00
Youth Development Specialists (YDS)	\$1,680.00	0	\$0.00	2	\$480.00	5	\$1,200.00
School Psychologist	\$750.00	0	\$0.00	0.5	\$250.00	1	\$500.00
Membership, Dues, & Subscription Fees	\$6,000.00		\$2,000.00		\$2,000.00		\$2,000.00
Training & Materials	\$16,950.00		\$5,650.00		\$5,650.00		\$5,650.00
Total	\$41,130.00		\$9,150.00		\$14,800.00		\$17,180.00
<u>Personnel - Start-Up Salaries</u>		Project Year 1	Project Year 2	Project Year 3			
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Principal	\$18,750.00	1	\$18,750.00	1	\$0.00	1	\$0.00
Total	\$18,750.00		\$18,750.00		\$0.00		\$0.00
<u>Pringe Benefits</u>		Project Year 1	Project Year 2	Project Year 3			
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Principals Employee Benefits	\$5,625.00		\$5,625.00		\$0.00		\$0.00
Total	\$5,625.00		\$5,625.00		\$0.00		\$0.00
<u>Travel</u>		Project Year 1	Project Year 2	Project Year 3			
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Conferences	\$12,500.00	5	\$2,500.00	10	\$5,000.00	10	\$5,000.00
Principal Site Visits and Training Sessions	\$750.00	3	\$750.00				
Total	\$13,250.00		\$3,250.00		\$5,000.00		\$5,000.00
<u>Equipment</u>		Project Year 1	Project Year 2	Project Year 3			
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Office & Classroom Furniture	\$23,400.00		\$15,000.00		\$4,200.00		\$4,200.00
Website	\$700.00		\$100.00		\$500.00		\$100.00
Office Computers	\$6,000.00		\$0.00	2	\$2,400.00	3	\$3,600.00
Classroom Computers	\$13,200.00	5	\$6,000.00	5	\$6,000.00	1	\$1,200.00
Laptops	\$36,000.00		\$36,000.00	45	\$0.00		\$0.00
Software Unlimited	\$14,600.00		\$10,200.00		\$2,200.00		\$2,200.00
PowerSchool Data Mgmt System	\$17,000.00		\$15,000.00		\$1,000.00		\$1,000.00
USB Key	\$5,450.00	80	\$1,600.00	80	\$1,600.00	30	\$2,250.00
IPods, available for checkout	\$1,650.00	5	\$750.00	5	\$750.00	1	\$150.00
Additional Software Programs & Technology	\$6,000.00		\$2,000.00		\$2,000.00		\$2,000.00
Total	\$124,000.00		\$86,650.00		\$20,650.00		\$16,700.00

Item	Project Year 1		Project Year 2		Project Year 3	
	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Supplies - Materials						
Textbooks & Supplies	0	\$0.00	75	\$30,000.00	75	\$30,000.00
Textbooks & Supplies	0	\$0.00	0	\$0.00	75	\$7,500.00
School Library		\$4,000.00		\$1,500.00		\$1,500.00
Course Catalogs & Individual Achievement Plans	85	\$4,250.00	150	\$12,750.00	165	\$8,250.00
Printing and Copying		\$6,000.00		\$6,000.00		\$6,000.00
Classroom Supplies		\$3,000.00		\$3,000.00		\$3,000.00
Student Recruitment Costs		\$500.00		\$300.00		\$300.00
Board Recruitment and Training Materials Costs		\$1,032.00		\$1,032.00		\$815.00
Student Enrichment Programs		\$0.00	75	\$18,375.00	150	\$36,750.00
Total		\$18,782.00		\$72,957.00		\$94,115.00
Supplies - Student Assessments						
Item	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
NWEA MAP Test - Per Pupil	0	\$0.00	75	\$1,012.50	150	\$2,025.00
Accuplacer - Per Pupil	0	\$0.00	75	\$1,500.00	150	\$3,000.00
ACT WorkKeys® - Targets for Instruction	8	\$120.00	0	\$0.00	0	\$0.00
ACT WorkKeys®	0	\$0.00	75	\$1,125.00	150	\$2,250.00
Additional Assessment Costs		\$3,000.00		\$3,000.00		\$3,000.00
Total		\$3,120.00		\$6,637.50		\$10,275.00
Contractual						
Item	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Finance & Audit Consultant		\$45,500.00		\$0.00		\$0.00
Mentor and Volunteer Start-Up Coordinator	1	\$35,000.00	1	\$35,500.00	0	\$0.00
Internship Program Start-up Coordinator	1	\$35,000.00	0.5	\$35,500.00	0	\$0.00
Program Evaluator		\$0.00		\$15,000.00		\$15,000.00
Curriculum Consultant	1	\$3,600.00				
Marketing & Public Relations Consultant	1	\$3,600.00		\$3,600.00		
Information Technology Consultant		\$3,600.00				
Total		\$126,300.00		\$89,600.00		\$15,000.00
Other						
Item	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Student Transportation	0	\$0.00	75	\$75,000.00	150	\$150,000.00
Total		\$0.00		\$75,000.00		\$150,000.00
TOTAL REQUESTED		\$872,541.50		\$276,627.00		\$309,770.00

shearwater

REENGAGING DISCONNECTED YOUTH

LETTER OF INTENT

Shearwater Education Foundation (“Shearwater”) is the lead agency in the development and implementation of an accelerated charter high school (“Shearwater High School”) for disconnected youth in the City of St. Louis, ages 16-21.

The purpose of this letter is to explore the terms of working in collaboration with Youth In Need to develop this accelerated charter high school to better serve the educational, social and economic needs of disconnected youth in St. Louis, **free of charge to the youth and with as few administrative barriers as possible.**

Goals of Shearwater include:

- providing an accelerated and rigorous high school model with supplementary programs tailored to disconnected youth
- engaging youth in all aspects of our RISE Academic model, thereby **Reengaging** youth through **I**nstruction, **S**ocial development, and **E**conomic development
- working closely with strategic alliances to provide and coordinate a variety of services reengage disconnected youth while they’re receiving their education
- removing barriers that impede youth from completing their education due to their current life circumstances, and
- successfully linking youth to the higher education system.

The following delineates areas of sought reciprocal support between Shearwater and Youth In Need to attain the mutual purpose of this partnership and are as follows:

1. Shearwater and Youth In Need provide services to disconnected youth in the St. Louis region.
2. The partnership between Shearwater and Youth In Need will allow both organizations to advance their missions and visions.
3. Shearwater and Youth In Need will partner for the purpose of serving youth in the St. Louis region who are in need of residential stability, educational development, and social services to support and encourage completion of their secondary education.
4. Shearwater agrees to provide:
 - a high school diploma option for select Youth In Need clients
 - access to agencies serving different needs of the disconnected youth population

ARTICLE IV-BOARD ELECTIONS

1. At the first meeting of the Directors of the corporation in 2008, the Directors shall elect one (1) Director for a term of (1) year, two (2) Directors for a term of two (2) years, and two (2) Directors for a term of three (3) years. Thereafter, successor Directors shall be elected at the annual meeting of Directors to serve for a term of two (2) years or until his or her successor shall have been elected or qualified. For as long as the Memorandum of Agreement, dated April 1, 2008, is in effect between the corporation and Youth In Need, Youth In Need shall appoint Jim Braun, President and Chief Executive Officer of Youth In Need, and another member of the Board of Directors of Youth In Need to the board of the corporation as non-voting members.

2. Directors may be removed, with or without cause, by the vote of a majority of all of the Directors at a meeting of the Directors called expressly for that purpose. Any vacancy created by such removal shall be filled for the unexpired term in respect of such vacancy by majority vote of the Directors present at such special meeting or, in the absence of such action at such special meeting, by resolution of the board.

3. If the office of a Director becomes vacant for any reason, other than by removal of Director in the manner prescribed in paragraph 2 hereof, the remaining Directors shall choose a successor or successors, which successor(s) shall hold office for the unexpired term in respect of which such vacancy occurred or until the next election of Directors.

ARTICLE V-COMPENSATION OF DIRECTORS

1. Directors, in that capacity, shall not receive any stated salary for their services, but by resolution of the Board, expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation or reimbursement of expenses therefore.

ARTICLE VI-MEETINGS OF THE BOARD

1. The annual meeting of the Board shall be held in June at such time and place as shall be determined by the Board. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

2. Special Meetings of the Board may be called by the Chairman, Vice-Chairman, the Secretary, or one-third (1/3) of the Directors, not less than two (2) days' notice to each director, either personally or by first class mail, electronic mail, telephone or facsimile.

3. A Director's attendance at or participation in a meeting waives any required notice of the meeting unless the Director upon arriving at the meeting or prior to the vote on a matter was not noticed in conformity with the law, the Articles or Bylaws, objects to lack of notice and does not vote for or assent to the objected action. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in any notice or waiver of notice of such meeting.

4. At all meetings of the Board, a majority of all the Directors in office shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, unless the action is one upon which, by express provision of the statutes, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. If a quorum shall not be present at any meeting of Directors, the Directors present may adjourn the meeting, from time to time, without notice other than announcement at the meeting, unless a quorum shall be present.

5. Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

6. Action required or permitted by law to be taken at a Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. Such action shall be effective when the last Director signs the consent, unless the consent specifies a different date.

ARTICLE VII-COMMITTEES

1. The Board of Directors, by a resolution adopted by a majority of the Directors in office, may designate an Executive Committee, which shall consist of at least three (3) Directors of the corporation. The Executive Committee shall have and exercise the authority of the Board of Directors between meetings of the Board of the Board of Directors.

2. The Board of Directors, by a resolution adopted by a majority of the Directors in office, may designate one or more other Board committees, each of which shall include at least one (1) Director. Such committees shall exercise authority only to the extent specified by the Board of Directors.

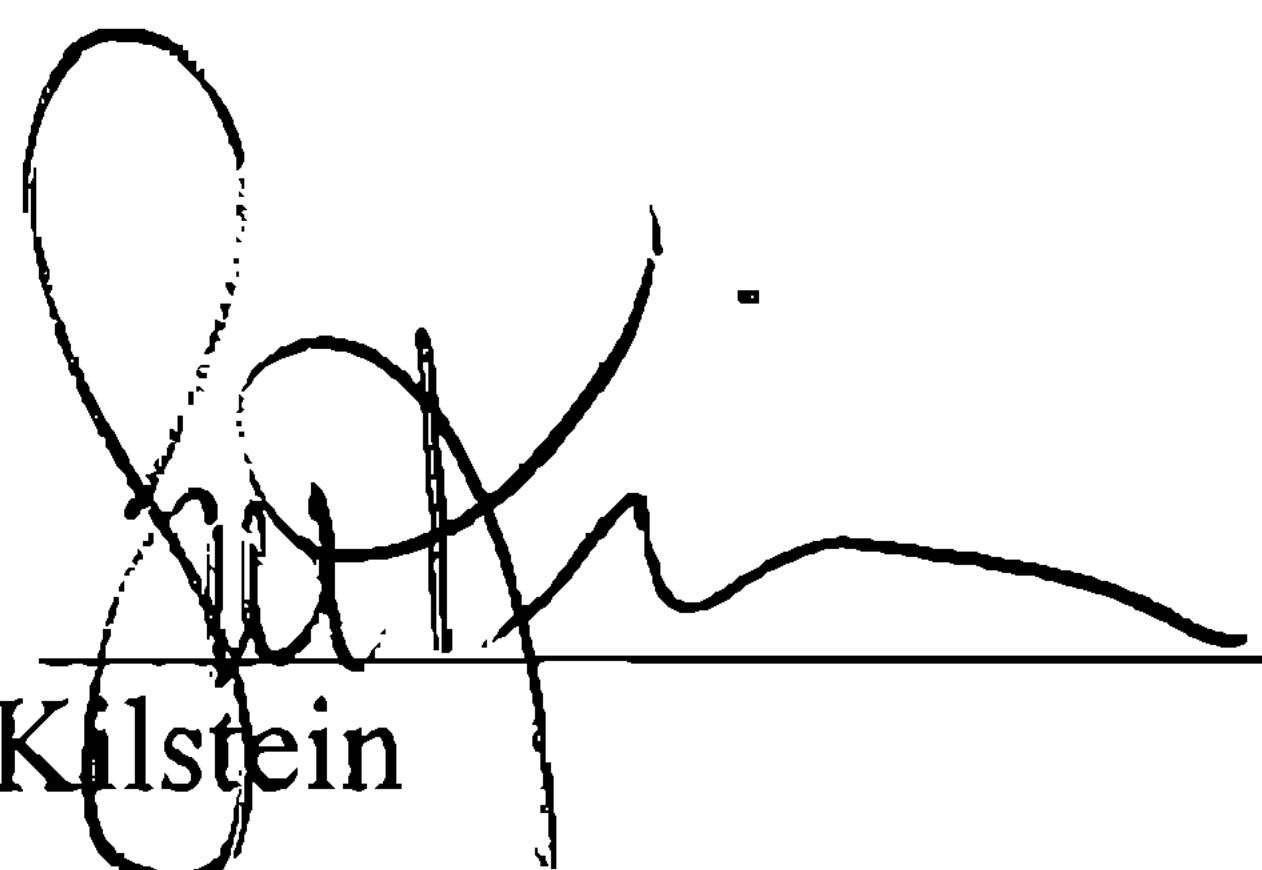
3. At all meetings of committees, a majority of the members of the committee shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee, unless the action is one upon which, by express provision of the statutes, the Articles of Incorporation, these Bylaws, or a resolution of the Board of Directors, a different vote is required, in which case such express provision shall govern and control. Provisions in these Bylaws pertaining to meetings of the Board shall also apply to committee or committees of the Board.

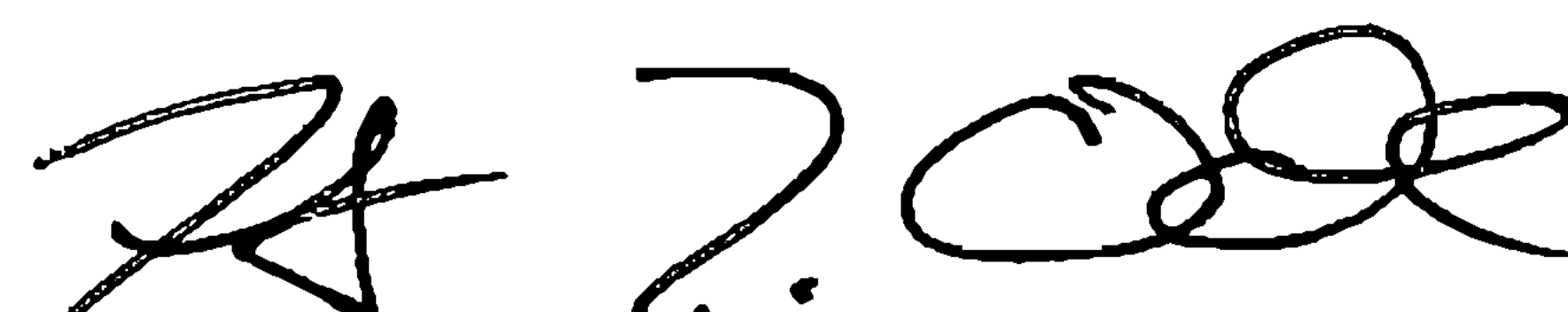
shearwater

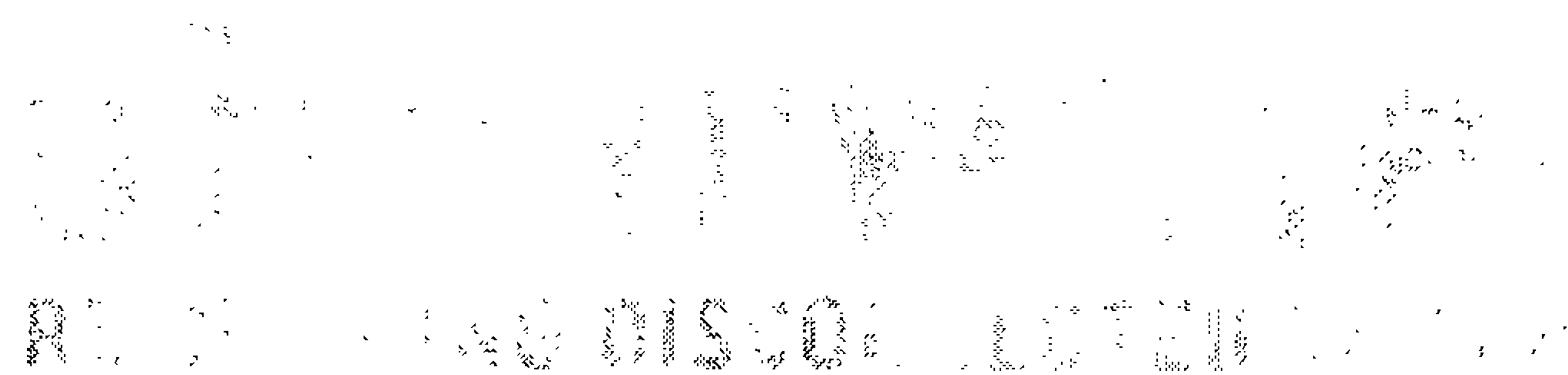
REENGAGING DISCONNECTED YOUTH

5. Teach for America St. Louis agrees to provide:
 - avenues for staff recruitment
 - public relations opportunities for Shearwater
 - connections to national Teach for America resources

6. Shearwater and Teach for America St. Louis agree to an annual review of this agreement to evaluate continuation and nature of the agreement/partnership.

Signature: 
Stephanie Kilstein
President
Shearwater Education Foundation

Signature: 
Name: Dustin Odham
Position: Executive Director
Teach for America St. Louis



LETTER OF INTENT

Shearwater Education Foundation (“Shearwater”) is the lead agency in the development and implementation of an accelerated charter high school (“Shearwater High School”) for disconnected youth in the City of St. Louis, ages 16-21.

The purpose of this letter is to explore the terms of working in collaboration with Epworth to develop this accelerated charter high school to better serve the educational, social and economic needs of disconnected youth in St. Louis, **free of charge to the youth and with as few administrative barriers as possible.**

Goals of Shearwater include:

- providing an accelerated and rigorous high school model with supplementary programs tailored to disconnected youth
- engaging youth in all aspects of our RISE Academic model, thereby **R**eengaging youth through **I**nstruction, **S**ocial development, and **E**conomic development
- working closely with strategic alliances to provide and coordinate a variety of services reengage disconnected youth while they’re receiving their education
- removing barriers that impede youth from completing their education due to their current life circumstances, and
- successfully linking youth to the higher education system.

The following delineates areas of sought reciprocal support between Shearwater and Epworth to attain the mutual purpose of this partnership and are as follows:

1. Shearwater and Epworth provide services to disconnected youth in the St. Louis region.
2. The partnership between Shearwater and Epworth will allow both organizations to advance their missions and visions.
3. Shearwater and Epworth will partner for the purpose of serving youth in the St. Louis region who are in need of residential stability, educational development, and social services to support and encourage completion of their secondary education.
4. Shearwater agrees to provide:
 - a high school diploma option for select Epworth clients
 - access to agencies serving different needs of the disconnected youth population
 - opportunities to coauthor grants

Shearwater Education Foundation | Shearwater High Schools
910 North 11th Street - St. Louis, MO | 63101-1018
Phone: 314.539.4180 | Fax: 314.539.4270 | E-mail: shearwaterfoundation@gmail.com

ARTICLE XIV-FISCAL YEAR

The fiscal year of the corporation shall begin the first day of July in each year.

ARTICLE XV-ALTERATION, AMENDMENT OR REPEAL OF BYLAWS

These Bylaws may be altered, amended or repealed at any regular or special meeting of the Directors by the affirmative vote of a majority of all the Directors in office.

ARTICLE XVI-RECORDS

1. The corporation shall keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the Directors without a meeting, and a record of all actions taken by committees of the Board of Directors.
2. The corporation shall maintain appropriate accounting records. A copy of the following records shall be kept at the corporation's principal office: The Articles of Incorporation and all amendments to them currently in effect; these Bylaws and all amendments to them currently in effect; a list of the names and business or home addresses of the current Directors and officers; the most recent annual report delivered to the Secretary of State; and appropriate financial statements of all income and expenses.

ARTICLE XVII-INTEREST IN TRANSACTIONS

1. A possible conflict of interest exists when a director has a material financial or personal interest, either direct or indirect, in a proposed transaction involving this organization. When a director has an interest in a transaction being considered by the organization, the director should disclose that conflict before the Board of directors or staff member take action on the matter. Any Board member having a conflict of interest will not vote or use his or her personal influence on the matter and shall not be present when the matter is discussed by the Board. The minutes of the meeting will reflect that a disclosure was made, and the abstention from voting.
2. This policy also will apply to immediate family members, the organization's committees, and its advisory board. Directors, committee members, staff members, and members of the advisory board will be required to attest annually to their familiarity with this policy, and to provide information concerning any possible conflict of interest so that disclosure, if necessary, is made.
3. Staff members and their immediate families will not benefit materially from the organization beyond receipt of salaries, fringe benefits, and reimbursement for authorized expenses.
4. The organization's conflict of interest policy supplements this bylaw provision and should be reviewed annually by any person to whom this policy applies.

ARTICLE XVIII-INDEMNIFICATION

1. Neither the Board of Directors, nor any of its members individually, shall be liable for acts, neglects or defaults of an employee, agent or representative selected with reasonable care, nor for anything it may do or refrain from doing in good faith, including the following if done in good faith: errors in judgment, acts done or committed on advice of counsel, or mistakes of fact or law.

2. The corporation shall indemnify each Director, officer and employee and each former Director, officer and employee of this corporation, against expenses, judgments, decrees, fines, penalties or amounts paid in settlement in connection with the deense of any past, pending or threatened action, suit or proceeding, criminal or civil, to which he or she was, is or may be made a party by reason of being or having been such Director, officer or employee, provided a determination by the Board of Directors or by independent counsel appointed by the Board of Directors that:

a. such Director, officer or employee was not, and has not been adjudicated to have been negligent or guilty of misconduct in the performance of his or her duty to the corporation of which he or she is or was a Director, officer or employee,

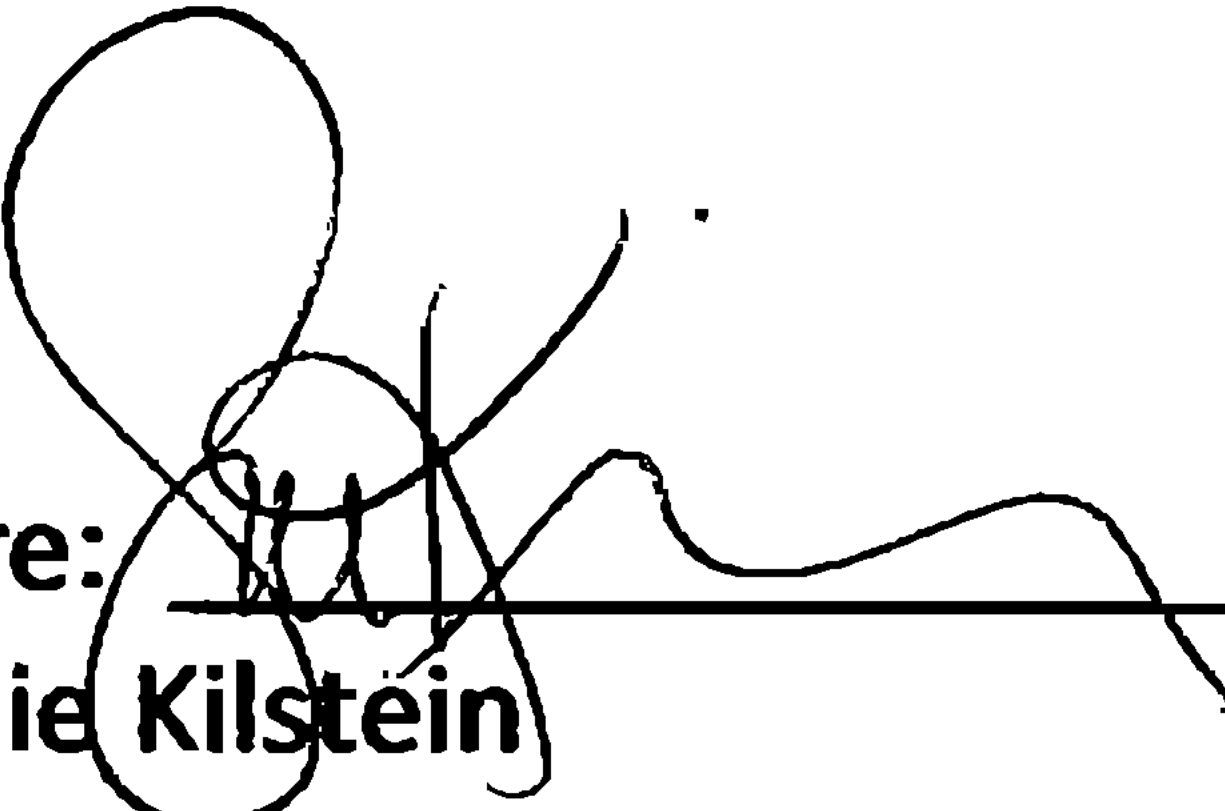
b. he or she acted in good faith in what he reasonably believed to be the best interest of such corporation, and


c. in any matter the subject of a criminal action, suit or proceeding, he or she had no reasonable cause to believe that his or her conduct was unlawful.

shearwater

REENGAGING DISCONNECTED YOUTH

- opportunities to coauthor grants
5. Covenant House MO agrees to provide:
 - social programming and residential services
 - avenues for student recruitment and student recruitment support
 - classroom space, if agreed by both parties at a later date
 6. Shearwater and Covenant House MO agree to an annual review of this agreement to evaluate continuation and nature of the agreement/partnership.

Signature: 
Stephanie Kilstein
President
Shearwater Education Foundation

Signature: 
Name: SUZANNE WALKER
Position: EXECUTIVE DIRECTOR
Covenant House Missouri

shearwater

REENGAGING DISCONNECTED YOUTH

LETTER OF INTENT

Shearwater Education Foundation (“Shearwater”) is the lead agency in the development and implementation of an accelerated charter high school (“Shearwater High School”) for disconnected youth in the City of St. Louis, ages 16-21.

The purpose of this letter is to explore the terms of working in collaboration with Project ARK to develop this accelerated charter high school to better serve the educational, social, and economic needs of disconnected youth in St. Louis, **free of charge to the youth and with as few administrative barriers as possible.**

Goals of Shearwater include:

- providing an accelerated and rigorous high school model with supplementary programs tailored to the unique needs of disconnected youth,
- engaging youth in all aspects of our RISE Academic Model, thereby **R**eengaging youth through **I**nstruction, **S**ocial development, and **E**conomic development.
- working closely with strategic alliances to provide and coordinate a variety of services to reengage disconnected youth while they’re receiving their education.
- removing barriers that impede youth from completing their education due to their current life circumstances, and
- successfully linking youth to the higher education system.

The following delineates areas of sought reciprocal support between Shearwater and Project Ark to attain the mutual purpose of this partnership and are as follows:

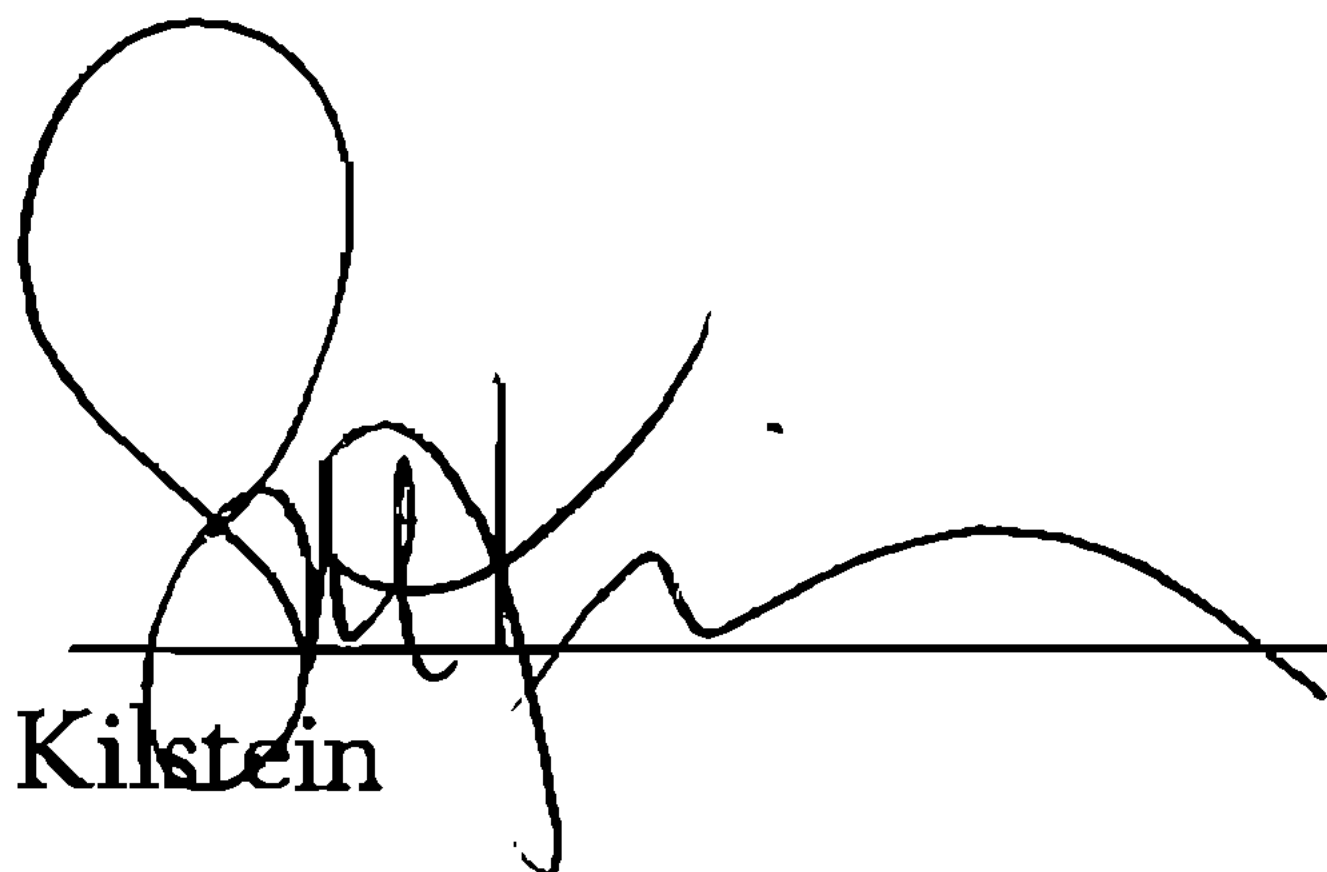
1. Shearwater and Project ARK provide services to disconnected youth in the St. Louis region.
2. The partnership between Shearwater and Project ARK will allow both organizations to advance their missions and visions.
3. Shearwater and Project ARK will partner for the purpose of serving youth in the St. Louis region who are in need of residential stability, educational development, and social services to support and encourage completion of their secondary education.
4. Shearwater agrees to provide:
 - a high school diploma option to select Project ARK clients
 - access to agencies serving different needs of the disconnected youth population
 - opportunities to coauthor grants
5. Project ARK agrees to provide:
 - basic and sexual health services to Shearwater students

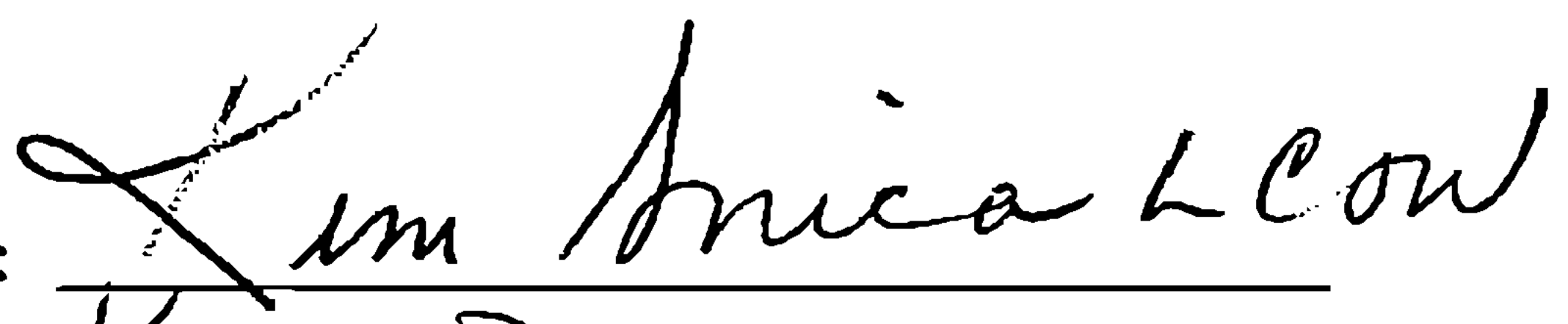
Shearwater Education Foundation | Shearwater High Schools
910 North 11th Street | St. Louis, MO | 63101-1018
Phone: 314.539.4180 | Fax: 314.539.4270 | E-mail: shearwaterfoundation@gmail.com

shearwater

REENGAGING DISCONNECTED YOUTH

- avenues for student recruitment and student recruitment support
 - opportunities for Shearwater students to utilize the SPOT youth center
6. Shearwater and Project ARK agree to an annual review of this agreement to evaluate continuation and nature of the agreement/partnership.

Signature: 
Stephanie Kilstein
President
Shearwater Education Foundation

Signature: 
Name: Kim Donica
Position: Director
Project ARK

shearwater

REENGAGING DISCONNECTED YOUTH

LETTER OF INTENT

Shearwater Education Foundation is the lead agency in the development and implementation of an accelerated charter high school for disconnected youth in the City of St. Louis, ages 16-21.

The purpose of this letter is to explore the terms of working in collaboration with St. Patrick Center to develop this accelerated charter high school for youth to serve their educational, social, and economic needs, **free of charge to the youth and with as few administrative barriers as possible.**

Goals of Shearwater include:

- providing an accelerated and rigorous high school model with supplementary programs tailored to disconnected and highly mobile youth
- engaging youth in all aspects of our RISE Academic model, thereby **R**eengaging youth through **I**nstruction, **S**ocial development, and **E**conomic development
- working closely with strategic alliances to provide and coordinate a variety of services for disconnected youth while they're receiving their education.
- removing barriers that impede youth from completing their education due to current life circumstances, and
- successfully linking youth to the higher education system.

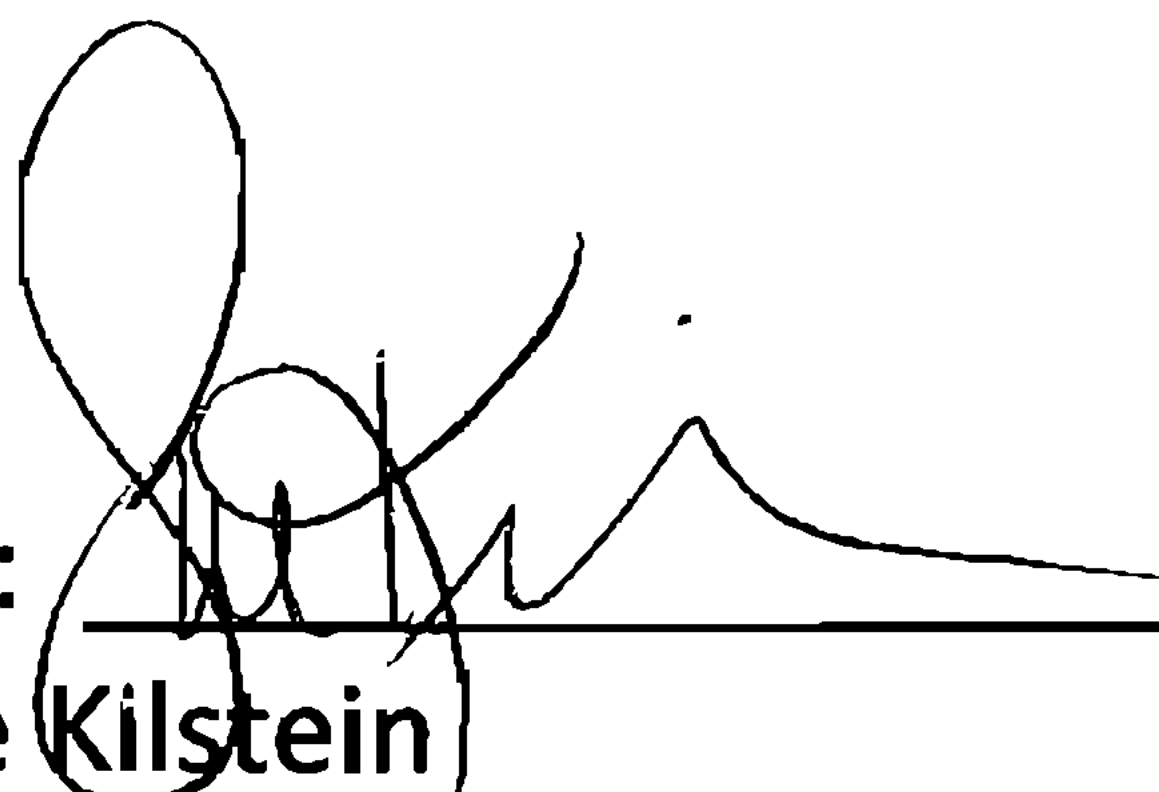
The following delineates areas of sought reciprocal support between Shearwater and St. Patrick Center to attain the mutual purpose of this partnership and are as follows:

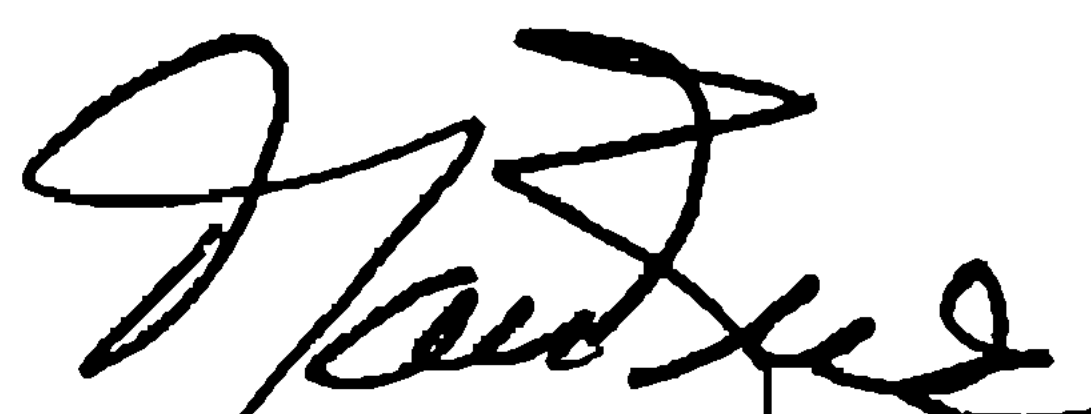
1. Shearwater and St. Patrick Center provide services to disconnected and highly mobile youth and adults in the St. Louis region.
2. The partnership between Shearwater and St. Patrick Center will allow both organizations to advance their missions and visions.
3. Shearwater and St. Patrick Center will partner for the purpose of serving youth in the St. Louis region who are in need of residential stability, educational development, and social services to support and encourage completion of their secondary education.
4. Shearwater agrees to provide:
 - opportunities to pilot workforce and internship initiatives in the Partnership Center
 - opportunities to coauthor grants
 - referrals to select St. Patrick Center program and services

shearwater

REENGAGING DISCONNECTED YOUTH

- education program knowledge for St. Patrick Center use
5. St. Patrick's Center agrees to provide:
- expertise in housing and assistance in creating a residential facility
 - part-time employment opportunities to select Shearwater students
 - referrals for eligible youth
 - facility space if agreed upon at a later date by both parties
6. Shearwater and St. Patrick Center agree to an annual review of this agreement to evaluate continuation and nature of the agreement/partnership.

Signature:  _____
Stephanie Kilstein
President
Shearwater Education Foundation

Signature:  _____
Name: Dan Buck
Position: CEO
St. Patrick Center

shearwater

REENGAGING DISCONNECTED YOUTH

LETTER OF INTENT

Shearwater Education Foundation (“Shearwater”) is the lead agency in the development and implementation of an accelerated charter high school for disconnected youth in the City of St. Louis, ages 16-21.

The purpose of this letter is to explore the terms of working in collaboration with Provident Inc. (“Provident”) to develop this accelerated charter high school to better serve the educational, social, and economic needs of these disconnected youth in St. Louis, **free of charge to the youth and with as few administrative barriers as possible.**

Goals of Shearwater include:

- providing an accelerated and rigorous high school model with supplementary programs tailored to disconnected youth
- engaging youth in all aspects of our RISE Academic Model, thereby Reengaging youth through Instruction, Social development, and Economic development
- working closely with strategic alliances to provide and coordinate a variety of services to reengage disconnected youth while they’re receiving their education.
- removing barriers that impede youth from completing their education due to their current life circumstances, and
- successfully linking youth to the higher education system.

The following delineates areas of sought reciprocal support between Shearwater and Provident to attain the mutual purpose of this partnership and are as follows:

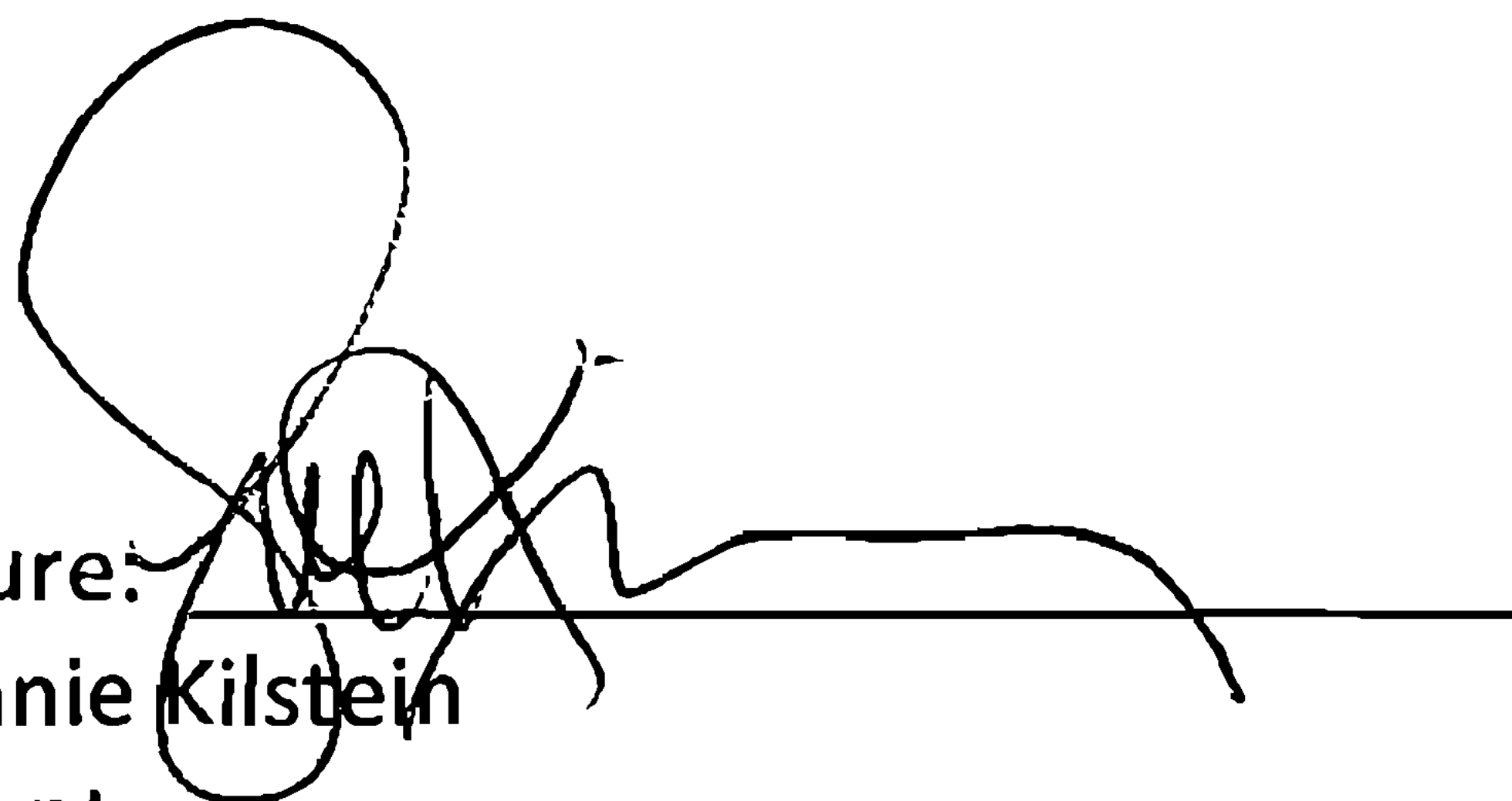
1. Shearwater and Provident provide services to disconnected youth in the St. Louis region.
2. The partnership between Shearwater and Provident will allow both organizations to advance their missions and visions.
3. Shearwater and Provident will partner for the purpose of serving youth in the St. Louis region who are in need of residential stability, educational development, and social services to support and encourage completion of their secondary education.
4. Shearwater agrees to provide:
 - a high school diploma option to select Provident clients
 - access to agencies serving different needs of the disconnected youth population
 - opportunities to coauthor grants

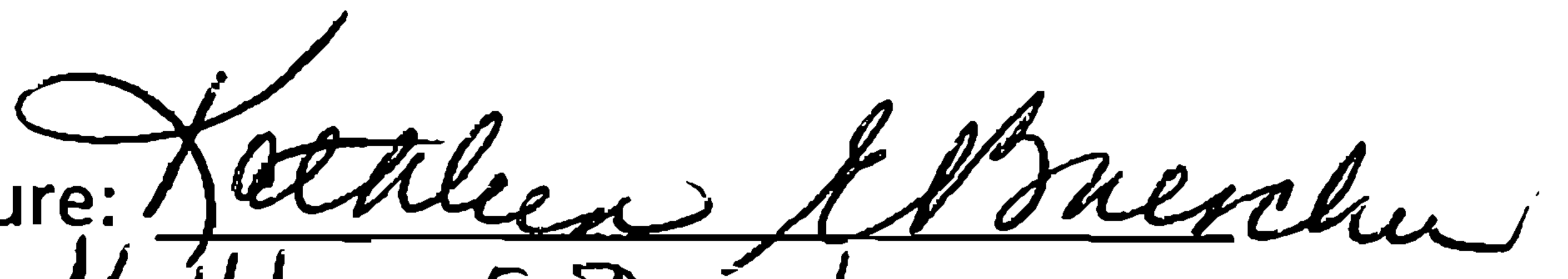
shearwater

REENGAGING DISCONNECTED YOUTH

5. Provident agrees to provide:
 - mental health and substance abuse counseling to Shearwater students
 - avenues for student recruitment and student recruitment support
 - local neighborhood resources as relevant

6. Shearwater and Provident agree to an annual review of this agreement to evaluate continuation and nature of the agreement/partnership.

Signature: 
Stephanie Kilstein
President
Shearwater Education Foundation

Signature: 
Name: Kathleen E. Buéscher
Position: President & CEO
Provident Inc.

shearwater

REENGAGING DISCONNECTED YOUTH

LETTER OF INTENT

Shearwater Education Foundation is the lead agency in the development and implementation of an accelerated charter high school for disconnected youth in the City of St. Louis, ages 16-21.

The purpose of this letter is to explore the terms of working in collaboration with Employment Connection to develop this accelerated charter high school for youth to serve their educational, social, and economic needs, **free of charge to the youth and with as few administrative barriers as possible.**

Goals of Shearwater include:

- providing an accelerated and rigorous high school model with supplementary programs tailored to highly mobile youth,
- engaging youth in all aspects of our RISE Academic model, thereby **Reengaging** youth through **I**nstruction, **S**ocial development, and **E**conomic development
- working closely with strategic alliances to provide and coordinate a variety of services for disconnected youth while they're receiving their education.
- removing barriers that impede youth from completing their education due to current life circumstances, and
- successfully linking youth to the higher education system.

The following delineates areas of sought reciprocal support between Shearwater and Employment Connection to attain the mutual purpose of this partnership and are as follows:

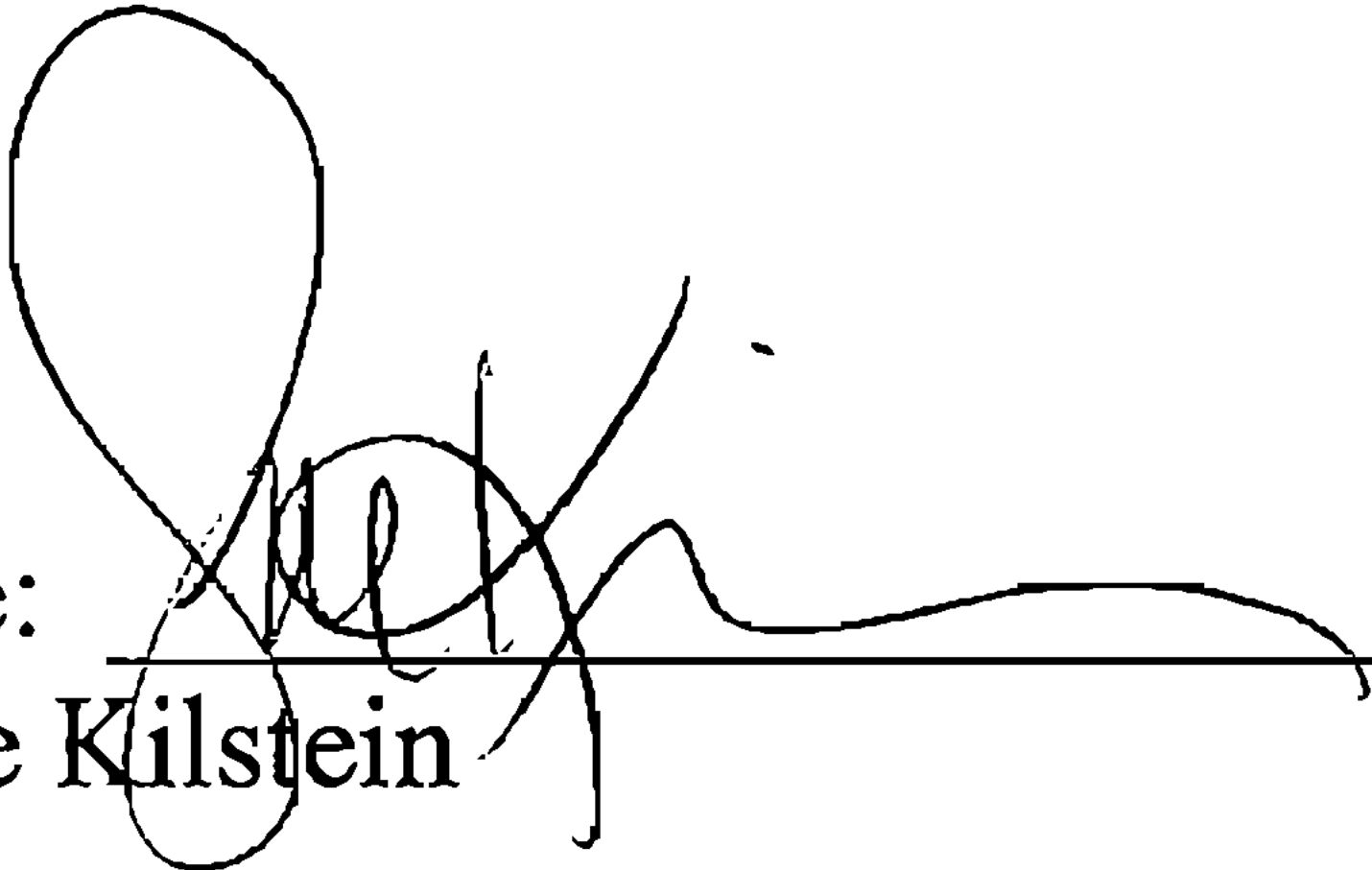
1. Shearwater and Employment Connection provide services to disconnected youth in the St. Louis region.
2. The partnership between Shearwater and Employment Connection will allow both organizations to advance their missions and visions.
3. Shearwater and Employment Connection will partner for the purpose of serving youth in the St. Louis region who are in need of residential stability, educational development, and social services to support and encourage completion of their secondary education.
4. Shearwater agrees to provide:
 - opportunities for workforce expansion with the target population
 - a consistent stream of clients
 - opportunities to pilot workforce initiatives in a single setting
 - opportunities to coauthor grants
 - referrals to Employment Connection program and services
 - determine a staff person to act as key contact for this initiative

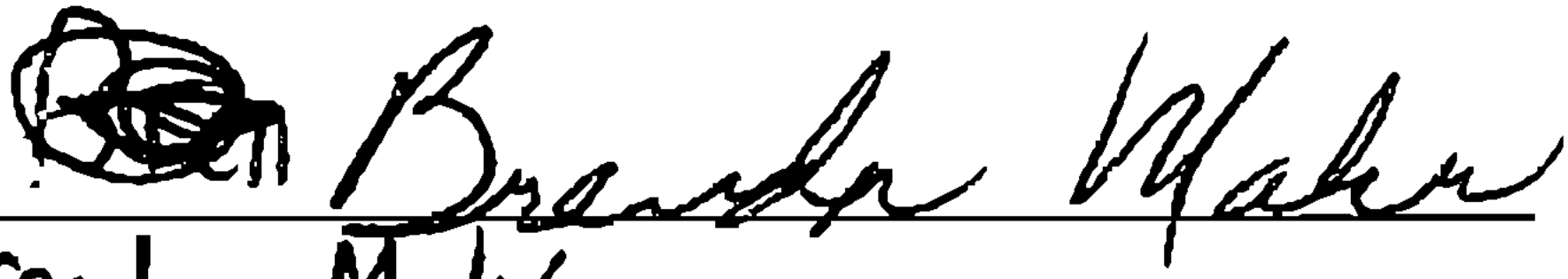
shearwater

REENGAGING DISCONNECTED YOUTH

5. Employment Connection agrees to provide:
 - A career specialist for each student
 - referrals of part-time employment opportunities to Shearwater students
 - financial literacy instruction to Shearwater staff and students
 - referrals for eligible youth
 - determine a staff person to act as key contact for this initiative.

6. Shearwater and Employment Connection agree to an annual review of this agreement to evaluate continuation and nature of the agreement/partnership.

Signature: 
Stephanie Kilstein
President
Shearwater Education Foundation

Signature: 
Name: Brenda Mahl
Position: CEO
Employment Connection

July 24, 2008



**United Way
of Greater St. Louis**

910 North 11th Street
St. Louis, Missouri 63101-1018
Phone (314) 421-0700
Fax (314) 539-4154
Home Page:
<http://www.stl.unitedway.org>

Ms. Stephanie M. Kilstein
Shearwater Education Foundation
910 North 11th Street
St. Louis, MO 63101

Ms. Kilstein:

Thank you for including the United Way of Greater St. Louis in the planning discussions regarding Shearwater. Our organization has a long history of supporting quality services providing structured alternatives in support of youths' educational and social development. Additionally, since 1998, the United Way has developed and implemented collaboratives aimed at asset building among disengaged populations - including youth "aging out" of the foster care system. A partnership between the United Way and Shearwater will allow both organizations to advance their missions.

As the development and planning of Shearwater proceeds, the United Way is pleased to continue to work with you to develop collaborative strategies supporting young people striving for a better life. It is evident that, because of the strategic partnerships that Shearwater is committed to, this model is positioned for success.

The United Way looks forward to being a part of this opportunity to improve the lives of disengaged youths, so that all students, regardless of living or residential circumstances, receive a quality education, and achieve success in life.

Sincerely,

Gary C. Dollar, President and CEO
The United Way of Greater St. Louis

Board/Executive Committee

Officers:

Chair
David L. Steward

Vice Chairs
Mrs. Stephen F. Brauer
Brenda Newberry
Robert A. Soutier
Dr. Donald M. Suggs
Douglas H. Yaeger

Treasurer
Todd R. Schnuck

Audit Committee
Juanita H. Hinshaw
Chair

Campaign Committee
Douglas A. Albrecht
Andrew C. Taylor
Co-Chairs

Hugh Grant
Vice Chair

Communications Committee
Susan Veidt
Chair

Community Investment Committee
Dorothy L. McMurtry
Chair

Finance Committee
Steven J. Brackney
Chair

Nominating Committee
Charles W. Mueller
Chair

Organizational Development Committee
Dr. Ann Beatty
Chair

Legal Counsel
Thomas J. Minogue

Members
Thomas E. Berry, Sr.
Katherine Bulton Bell
Robert J. Ciapciak
John J. Ebeling
David N. Farr
Queen D. Fowler, Ph.D.
Ronald A. Fromm
Janet M. Holloway
Joseph F. Imbs III
Stephen C. Jones
David E. Janicke
Brian Keck
James D. Maher
W. Stephen Maritz
S. Whitaker Meyer
Peter M. Ouchi
Deborah J. Patterson
Ann Pipkin
Roger E. Poole
Janet Ramey, CPA
Ellen Sherberg
Wayman F. Smith III
Charles A. Stewart, Jr.
Lawrence E. Thomas
James D. Weddle
Chuck Whitehead

President and Chief Executive Officer
Gary C. Dollar

**Executive Vice President and
Chief Operating Officer**
Cheryl D. Polk





**St. Louis Community
College**

Forest Park

President

Morris F. Johnson, III

Phone: 314/644-9743 • Fax: 314/644-9999

Email: mjohnson@stlcc.edu

5600 Oakland Avenue

St. Louis, MO 63110-1393

www.stlcc.edu

March 3, 2009

Stephanie M. Krauss
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO 63101

Ms Krauss:

I am pleased to confirm St. Louis Community College at Forest Park's intent to pursue co-location of Shearwater High School on our Oakland Avenue campus. The Forest Park Campus administration, faculty, and staff are supportive of high quality education initiatives in St. Louis and we feel an especially strong commitment to supporting those that reach out to our City's disconnected and dropout youth.

Over the course of the next few months, select Forest Park Campus leadership will work with you and Shearwater's board of directors to complete an articulation agreement that details the terms of a co-location arrangement. During this time we will explore the various avenues for a mutually beneficial relationship.

I strongly believe that St. Louis Community College at Forest Park can significantly contribute to the success of Shearwater students. There are a variety of ways that your students will be able to benefit from our services, amenities, and programs, these include but are not limited to the following: food services, children's center, on-site testing center, and development classes.

Thank you for choosing St. Louis Community College at Forest Park to be a partner in this very exciting endeavor.

Sincere Regards,

Morris F. Johnson
President



*Francis G. Slay,
Mayor*

**St. Louis Agency
on Training and
Employment
(SLATE)
Career Center**

*Workforce Investment
Board*

**Career Center
Partners**

*American Indian
Council*

*Child Support
Enforcement*

*St. Louis Agency on
Training and
Employment
(SLATE)*

*Division of
Workforce
Development*

*St. Louis
Community College*

*St. Louis Public
Schools*

*Vocational
Rehabilitation*

Job Corps

*DOLIR-Division of
Employment
Security*



1017 Olive Street
St. Louis, MO 63101

Phone: 314-589-8000
Fax: 314-231-7923
TTY: 314-622-4383
www.stlworks.com

July 25, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

Ms Kilstein:

The St. Louis Agency on Training and Employment and the Workforce Investment Board of the City of St. Louis is pleased to extend our support to the concept and development of Shearwater High School. The concept of this charter high school is in keeping with our goals of education, job preparation and employment for youth. We also feel an especially strong commitment to supporting those that reach out to our City's disconnected youth.

We hope to continue to work with you to strategize the ways in which our agency can be involved in the development and operations of Shearwater High School. We feel uniquely positioned to not only offer services to you and your team during the planning period, but also to offer support to the students beginning in the 2009-2010 school year.

We look forward to being involved in the development and achievements of this exciting charter high school. Thank you for inviting us into your fight for a day when all students, regardless of their circumstances, receive a quality education, and achieve success in life.

Sincerely,

Tom Jones
Executive Director



YOUTH TECHNOLOGY & EDUCATION CENTER

August 5, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

Ms Kilstein:

Please accept this letter as official acknowledgement of the Youth Technology & Education Center's (YTEC) support of the Shearwater Accelerated High School.

We are pleased to see that your organization has undertaken the task to deliver quality education to young people, living in environments that place them at-risk. YTEC is fully supportive of this endeavor and as we discussed, open to discussions regarding the use of our facility space to help meet some of your needs.

Thank you so much for your efforts and for sharing your vision with us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Kent Jr.', written over a horizontal line.

Bill Kent Jr.
Executive Director



Washington University in St. Louis

Henry S. Webber
Executive Vice Chancellor for Administration

July 7, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

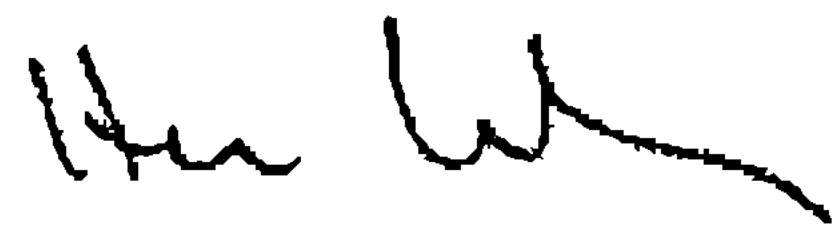
Ms Kilstein:

As the Executive Vice Chancellor of Administration of Washington University in St. Louis, I am pleased to extend my support to the concept and development of Shearwater High School. We at Washington University are always pleased to see our alumni apply innovative solutions to real challenges in the St. Louis area.

Over the course of your planning and startup periods, I am willing to advise you and your team in your development and operations efforts. I have a long professional history and personal passion in helping public charter schools successfully educate their students. The passion and persistent commitment that you demonstrate makes me believe that although this initiative is highly ambitious, it is possible.

I look forward to being a part of the development and the achievements of this exciting endeavor. Thank you for inviting me into your fight for a day when all students, regardless of living or residential circumstances, receive a quality education, and achieve success in life.

Sincerely,



Henry S. Webber

 **Washington University in St. Louis**
GEORGE WARREN BROWN SCHOOL OF SOCIAL WORK

Edward F. Lawlor
Dean &
William E. Gordon
Professor

July 11, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

Ms Kilstein:

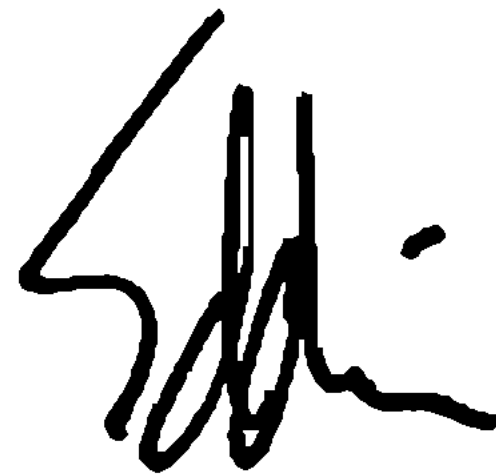
I write on behalf of the George Warren Brown School of Social Work to extend our support to the concept and development of Shearwater High School. We are proud to support you as a professional colleague and an alumnus of our school.

We feel uniquely positioned to offer opportunities for our students, faculty, and staff to be involved in the areas of social work practice, research, and evaluation. Staff and faculty whose research and interests align with the mission of Shearwater High School will surely find your work exciting and can be accessed by you and your team.

Throughout the years the Brown School has been a leader in the social work field, and a champion for evidence-based practice, youth development, and asset-building programs. We are pleased that you and your team have developed this model using these sound social work principles.

We look forward to being a part of the development and successes of this exciting endeavor. Thank you for inviting us into your fight for a day when all students, regardless of living or residential circumstances, receive a quality education, and achieve success in life.

Sincerely,



Edward F. Lawlor

July 10, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO 63101

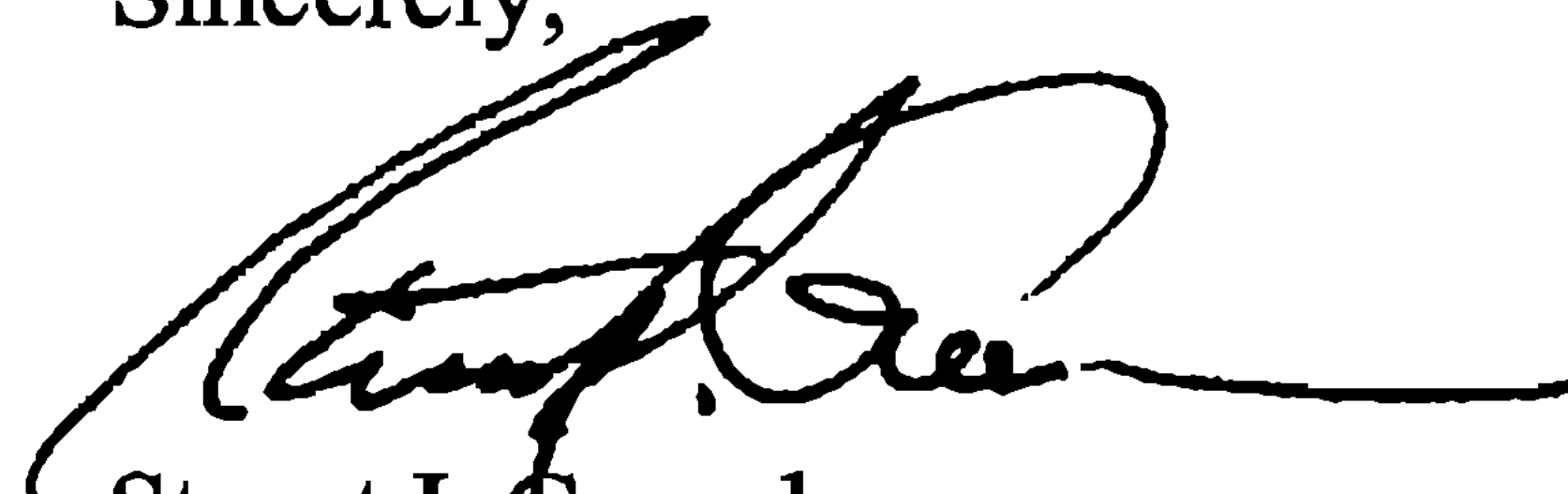
Stephanie:

As former Dean of the Olin Business School at Washington University in St. Louis, I am delighted to support your efforts in the development of Shearwater High School. It is particularly gratifying to have two Washington University alumnae, you a social work graduate, and your co-founder, Bijal Desai, an Olin Business School MBA, leading this important project.

Over the course of your planning and startup periods, I will be pleased to advise your team and to connect you with individuals who might provide resources and expertise.

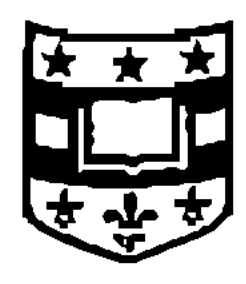
I enthusiastically look forward to being a part of the development effort of this unique community endeavor. Thank you for inviting me to join you in serving the less advantaged youth of St. Louis..

Sincerely,



Stuart I. Greenbaum
Former Dean and Bank of America Emeritus Professor of Managerial Leadership
Olin Business School – Washington University in St. Louis

cc: Mahendra Gupta
Eddie Lawlor
Mark Wrighton
Hank Webber



Washington University Physicians

Washington University School of Medicine in St. Louis

Children's
HOSPITAL • ST. LOUIS

Department of Pediatrics
Division of Diagnostic and Adolescent Medicine
Adolescent Center

July 16, 2008

Katie Plax, M.D.
Sarah Tycast, M.D.

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

Ms Kilstein:

I am delighted to extend my formal support to the development and launch of Shearwater High School. As the Director of the Adolescent Center in the Department of Pediatrics at Washington University School of Medicine and as co-founder of "The SPOT", a new youth center being created with one of your partner agencies Project ARK, my involvement in the development of Shearwater High School is a natural fit.

Over the course of your planning and startup periods, I am willing to work with you to determine ways to involve the medical community, such as our School of Medicine, and various state agencies, in your model development and implementation.

I am convinced that when our disconnected youth are offered a quality education and comprehensive services that their health outcomes will improve. I am also convinced that because of the strategic partnerships that Shearwater is committed to, that this model stands a great chance for success. I look forward to being a part of this movement, both its process and later its achievements. Thank you for inviting me into your advocacy efforts for a day when all students, regardless of living or residential circumstances, receive a quality education, and achieve success in life.

Sincerely,

Katie Plax, MD
Director, The Adolescent Center
Washington University School of Medicine in St. Louis

July 9, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

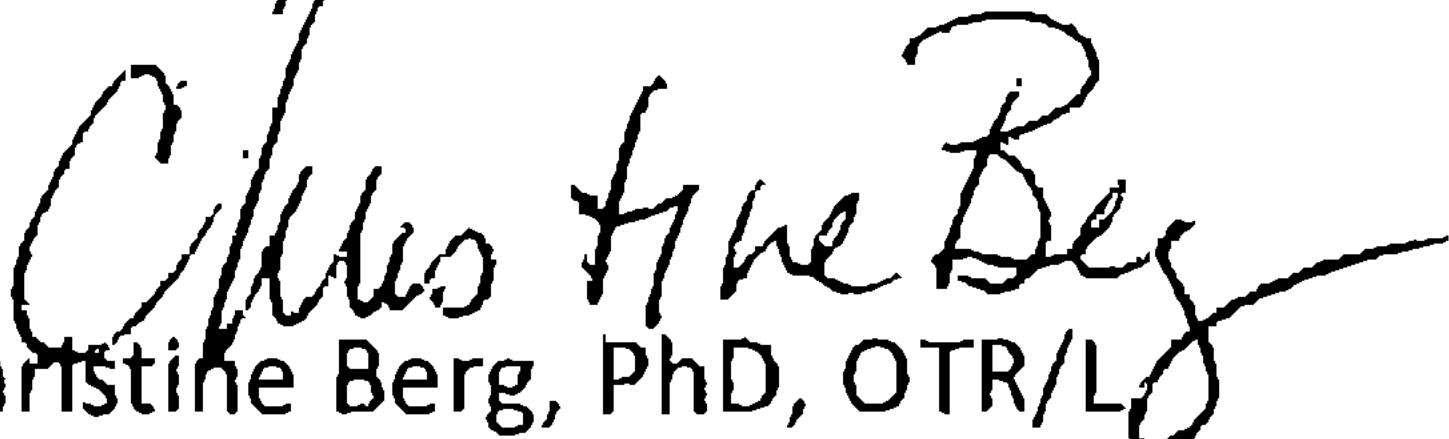
Ms Kilstein:

As faculty at the Program in Occupational Therapy at Washington University's School of Medicine and as a fellow social worker I am delighted to extend my formal support to the development and launch of Shearwater High School.

Thank you so much for taking the time to meet with my colleagues and I to discuss the role occupational therapy (OT) can and will play in Shearwater's model high school. Over the course of your planning and startup periods, I am willing to invite select faculty and students to sit on Shearwater's various committees and to work on specific projects.

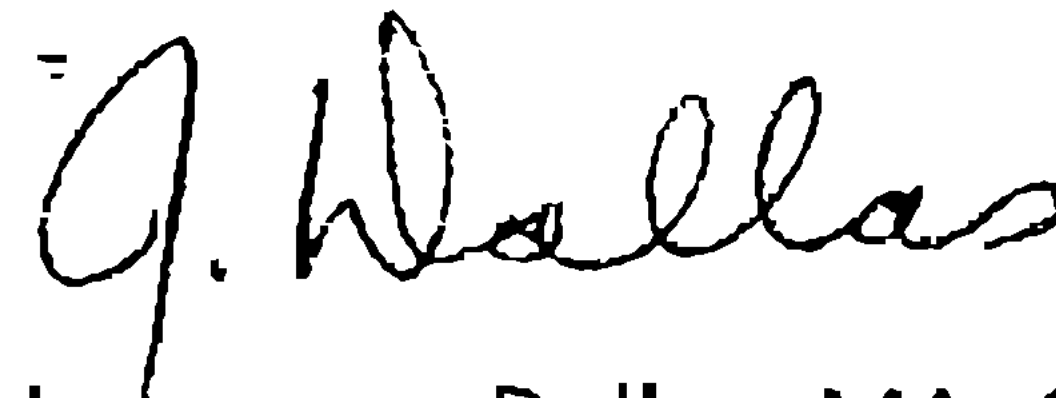
Jeanenne and I look forward to being a part of this movement, both its process and later its achievements. We have committed to reaching out to Saint Louis University's and Maryville University's OT faculty to have them join in this community-wide effort. Thank you for inviting us to share in your vision where all students, regardless of living or residential circumstances, will receive quality individualized education, and achieve success in life.

Sincerely,

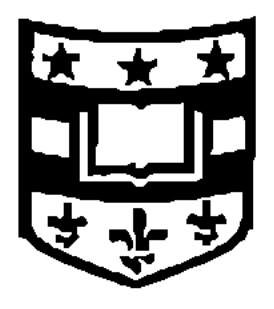


Christine Berg, PhD, OTR/L
Program in Occupational Therapy

School of Medicine at Washington University in St. Louis



Jeanenne Dallas, MA, OTR/L



July 16, 2008

Ms. Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

Dear Stephanie:

The Skandalaris Center for Entrepreneurial Studies at Washington University in St. Louis enthusiastically extends our support to your concept and development of Shearwater High School. We are proud to support you as a professional colleague and alumna of our esteemed University.

Over the course of your planning and startup periods, I am willing to introduce members of our staff and faculty to work with you in strategizing ways we can be involved in the development and operations of Shearwater High School.

Throughout the years, the Skandalaris Center for Entrepreneurial Studies has recognized the vitality and successes of the St. Louis community and played an active role in helping the area reach its ever-increasing potential. The Skandalaris Center supports student and alumni learning and career pursuits while serving the University and community. We are pleased that you and your team have developed this model combining sound business principles with a strong commitment to improving the community.

Stephanie, you are undertaking extremely important work that is much needed. We look forward to being a part of the development and successes of this exciting endeavor. Thank you for inviting us into your fight for a day when all students, regardless of living or residential circumstances, receive a quality education and achieve success in life.

Sincerely,

Kenneth A. Harrington
Managing Director
The Skandalaris Center for Entrepreneurial Studies
Washington University in St. Louis



July 9, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

Ms Kilstein:

As a senior faculty member in the Sam Fox School of Design and Visual Arts, and as an independent documentary-maker who has studied issues of education, transience, and poverty, I enthusiastically offer my support to you and your team as you develop Shearwater High School.

Over the past year you and Bijal Desai have impressed me and my colleagues with the passion, thoughtfulness and seriousness by which you assess and implement marketing, naming and branding.

My students and I are honored to be a part this formative process. We are thrilled that you have chosen "Shearwater" – a name suggested by one of my students – as your organization and high school name.

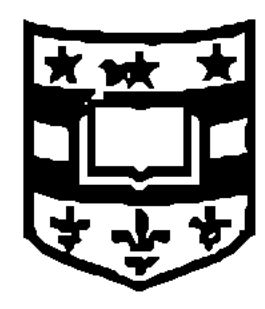
Over the course of your planning and startup periods, I will seek opportunities to identify and invite interested members of our staff, faculty, and students to work with you in strategizing the ways in which our school can assist in your visual arts and design needs.

I see the development of your organization as a natural fit with some of our school's and University's long-range goals in education and community service. We look forward to being a part of the process and successes of this exciting endeavor. Thank you for inviting us into your fight for a day when all students, regardless of living or residential circumstances, receive a quality education, and achieve success in life.

Sincerely,

A handwritten signature in black ink, appearing to read "Franklin Oros". The signature is fluid and cursive, with a large, stylized initial "F" and "O".

Franklin Oros
Associate Professor
Communication Design
Sam Fox School of Design & Visual Arts
Washington University in St. Louis



July 9, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

Ms Kilstein:

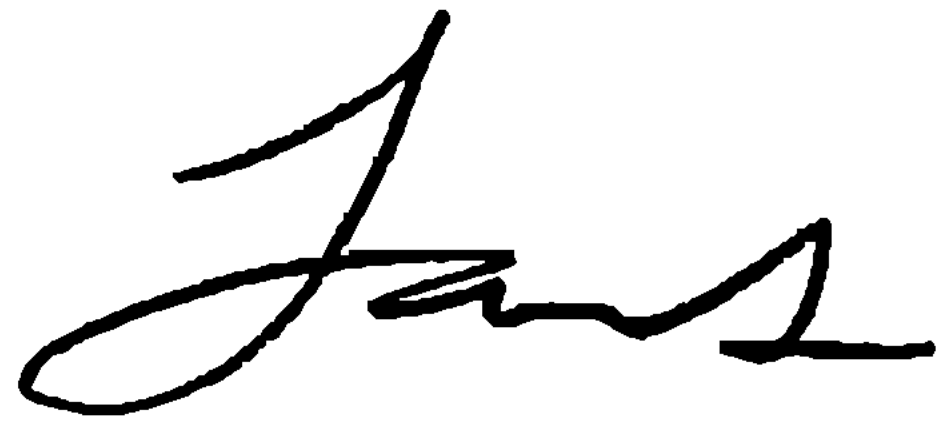
As a postdoctoral fellow in American Culture Studies and the Center on Urban Research and Public Policy in the school of Arts & Sciences at Washington University in St. Louis, and as an ethnographer who has been documenting your planning period over the past three months, I am delighted to extend my formal support to the development and launch of Shearwater High School.

Over the course of your planning and startup periods, I am willing to document and interpret the process of Shearwater's development. This includes my observation of meetings, events, and interactions that are essential to Shearwater's formation. My research will be used to understand the conditions that contribute to the launch of Shearwater High School. The American Culture Studies program is intent on supporting engaged student research and once the school is launched, I seek to coordinate meaningful student research to inform the implementation of the Shearwater model. Ethnographic research is essential to support Shearwater's mission, your identity as a learning organization, and your intent to replicate the model.

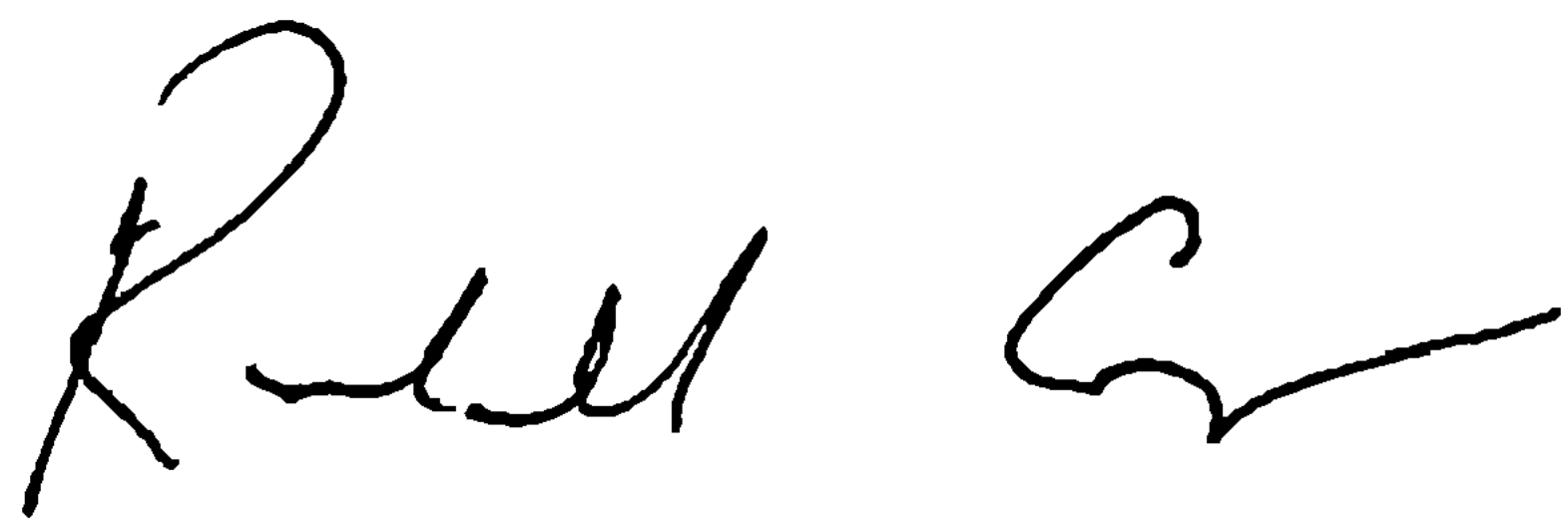
Given that the traditional high school model has not worked for highly disconnected youth, the Shearwater High School seeks to comprehensively address the needs of these youth so they can fully participate in their education. I can only imagine how far this model will go, given the momentum that it has collected thus far. I look forward to being a part of this movement, both its process and later its achievements. Thank you for inviting me into your fight for a day when all students, regardless of living or residential circumstances, receive a quality education, and achieve success in life.



Sincerely,



Lauren Silver
Postdoctoral Fellow
American Culture Studies
Center on Urban Research and Public Policy
Washington University in St. Louis



Randall Calvert
Thomas F. Eagleton University
Professor of Public Affairs and Political Science
Director, American Culture Studies
Washington University in St. Louis

OLIN SCHOOL OF BUSINESS

Center for Experiential Learning

July 7, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO 63101

Ms Kilstein:

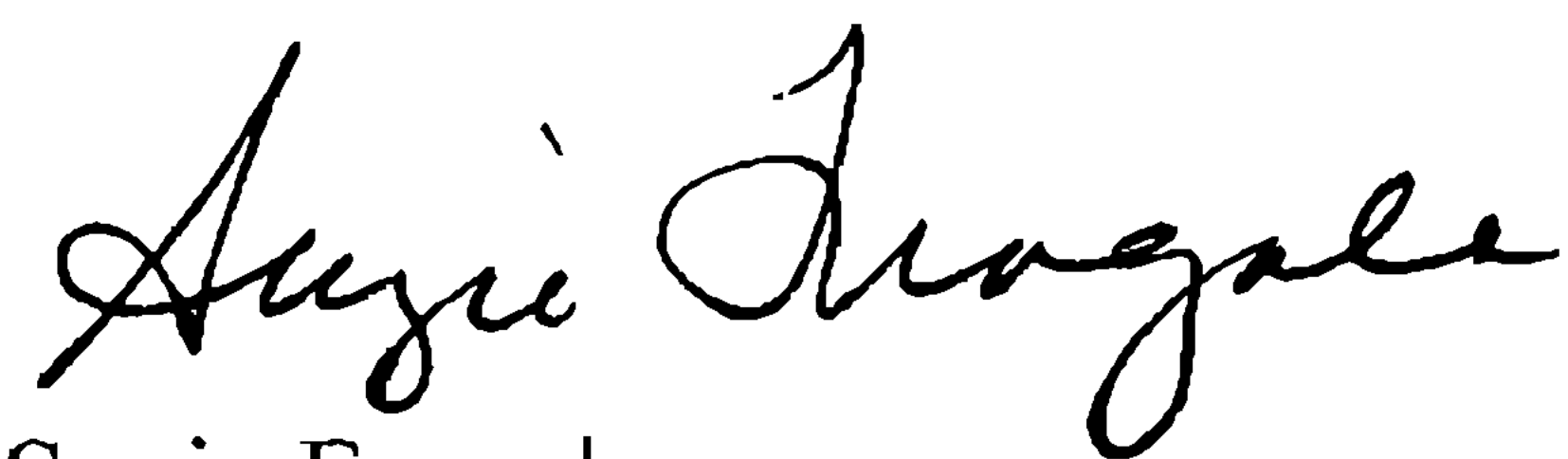
I write on behalf of the Center for Experiential Learning at the Olin Business School at Washington University in St. Louis to extend our support to the concept and development of Shearwater High School. We are proud to support you as a professional colleague and alumni of our esteemed University.

The Center for Experiential Learning recognizes the vitality and successes of the St. Louis nonprofit community. We will continue to support this community by providing pro bono consulting services through the Taylor Community Consulting Program. We are pleased that you and your team have developed this model combining sound business principles with a strong commitment to improving the community.

Over the course of your planning and startup periods, we at the Center for Experiential Learning are willing to work with you through your participation in the Taylor Community Consulting Program. We look forward to the opportunity to provide student consulting teams to assist you in the development and operations of Shearwater High School.

We look forward to being a part of the development and successes of this exciting endeavor. Thank you for inviting us into your fight for a day when all students, regardless of living or residential circumstances, receive a quality education, and achieve success in life.

Sincerely,



Suzie Fragale
Program Coordinator, Taylor Community Consulting Program
Center for Experiential Learning





July 9, 2008

Ms. Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

Ms. Kilstein:

I am pleased to extend St. Louis Community College Forest Park Campus' support to the concept and development of Shearwater High School. The Forest Park Campus administration, faculty, and staff are supportive of high quality education initiatives in St. Louis and we feel an especially strong commitment to supporting those that reach out to our City's disconnected youth.

Over the course of the next few months, I am willing to work with you to consider the ways in which the Forest Park Campus administration, faculty, and staff can be involved in the development and operations of Shearwater High School. The Campus is well positioned to not only offer services to you and your team during the planning period, but also to offer college preparation and access to your students, beginning in the 2009-2010 school year.

We look forward to being involved in the development and achievements of this exciting charter high school. Thank you for inviting us to support your efforts to providing students a quality education, and achieve success in life.

Sincerely,

Dwight Smith, Ed.D
Vice President for Academic Affairs
St. Louis Community College

Cc: President Morris Johnson



Center for Character & Citizenship

College of Education

402 Marrillac Hall
One University Boulevard
St. Louis, MO 63121-4499
Telephone: 314-516-7522
Fax: 314-516-7356
E-mail: ccc@umsl.edu

July 7, 2008

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

Ms Kilstein:

I write on behalf of the Center for Character and Citizenship and the University of Missouri St. Louis to extend our support to the concept and development of Shearwater High School. We are proud to support you and your team in the development of such a comprehensive and innovative education model.

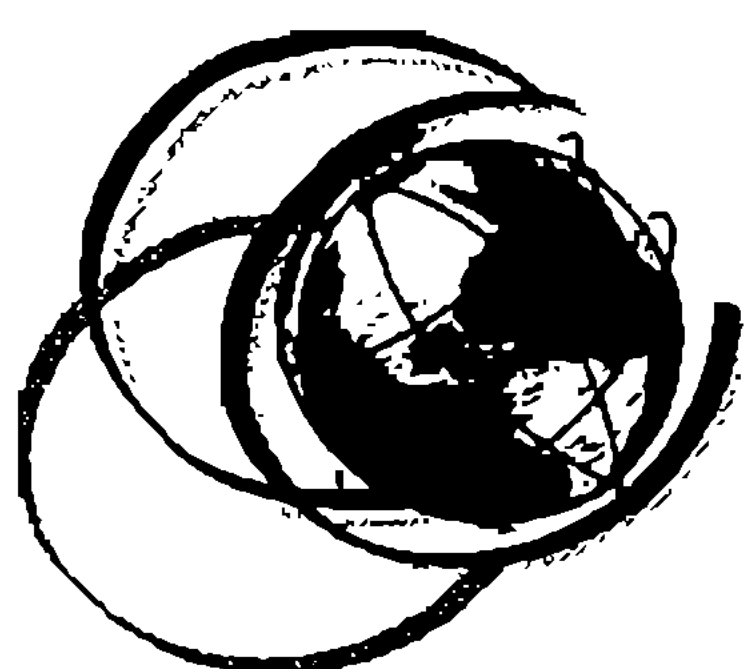
Over the course of your planning and startup periods, I am willing to personally consult and appoint members of my center to assist your team with the development of Shearwater High School's educational services, curriculum development and staff recruiting.

Our Center is known throughout the country for its strategies around school culture, character education and professional development. We are uniquely positioned to help Shearwater implement the best practices in these aforementioned areas.

We look forward to being a part of the development and achievements of this exciting endeavor. Thank you for inviting us into your fight for a day when all students, regardless of living or residential circumstances, receive a quality education, and achieve success in life.

Sincerely,

Marvin Berkowitz
Co-Director
Center for Character and Citizenship at University of Missouri St Louis



CENTER FOR
CHARACTER &
CITIZENSHIP

University of Missouri-St. Louis—College of Education

www.characterandcitizenship.org

Creating the 21st Century School of Education

AN NCATE ACCREDITED INSTITUTION

an equal opportunity institution



July 7, 2008

THE UNIVERSITY OF
ALABAMA
SOCIAL WORK

Stephanie M. Kilstein
Shearwater Education Foundation
910 N. 11th Street
St. Louis, MO, 63101

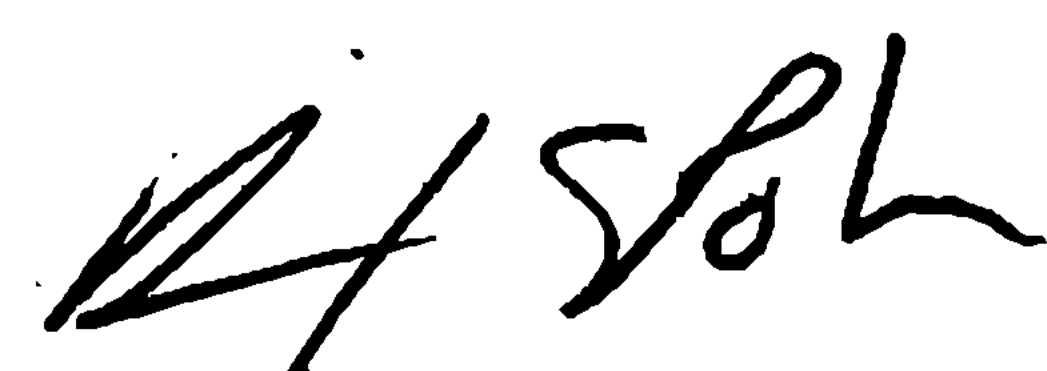
Dear Ms Kilstein:

I am pleased to extend my support to the concept and development of Shearwater High School. Over the course of your planning and startup periods, I am willing to work with you and your team to infuse research and quality research practices into the Shearwater High School model. I have extensive experience studying your target population both in St. Louis and in other cities across the U.S.; it is my professional opinion that your model, as it has been created, has the real potential to successfully reengage disconnected youth.

I envision my support as consisting of two complementary roles. First, as a researcher, I have a substantial background in research with homeless and disenfranchised "street" youth. This includes funding from the National Institutes of Health and Administration for Children and Families on services to these vulnerable youth and their families. Second, as Director of Research at the University of Alabama School of Social Work, I have available resources that can be used to develop research and evaluation activities, as well as to support submission of proposals to public and private sources.

As an individual who had tracked the process of the Shearwater School concept since its inception I look forward to my continued involvement in the development and achievements of this exciting endeavor. Thank you for inviting me into your fight for a day when all students, regardless of living or residential circumstances, receive a quality education, and achieve success in life.

Sincerely,



David E. Pollio, PhD
Hill Crest Endowed Professor
Director of Research
University of Alabama School of Social Work

QUALITY STANDARDS

- The agency complies with laws and regulations
- The agency is incorporated as a nonprofit organization or is a part of a larger agency that is incorporated as a nonprofit organization
- The agency possesses a letter of recognition from federal, state, or local agencies, such as the Federal Reserve Bank and the State Department
- The agency is authorized to do business in the state of Missouri or Illinois
- The agency is fully licensed by the appropriate federal, state, or local licensing authorities in the state of Missouri or Illinois
- The agency complies with applicable federal, state, and local laws, including but not limited to:
 - 1) Non-discrimination in public facilities and services
 - 2) Human resources
 - 3) Non-discrimination in employment
 - 4) Minimum wage and overtime
 - 5) Taxation
 - 6) Financial accountability
 - 7) Fundraising
 - 8) Lobbying and political advocacy

- The agency has a structure to facilitate its operations
- An organizational chart identifies clear lines of authority
- The agency employs qualified staff
- The agency has board-approved written personnel policies and procedures that:
 - 1) Establish clear expectations
 - 2) Address hiring, work performance, training, supervision, and performance evaluation
- The agency utilizes qualified volunteer management practices
- The agency has written volunteer policies and procedures that address recruitment, training, supervision, and recognition
- The agency is certified by the United Way's volunteer center

- The agency acts with legal and ethical integrity
- The agency discloses accurate and timely information to the public
- The agency adheres to written policies and procedures regarding fundraising practices
- Solicitation and promotional materials are accurate and truthful
- Volunteers and staff act in accordance with written policies addressing:
 - 1) Conflict of interest
 - 2) Fundraising
 - 3) Affirmative action
 - 4) Protection for whistle blowers
 - 5) Code of conduct

- The agency safeguards its clients, employees, and assets
- The agency maintains adequate and appropriate insurance coverage to protect against liability, loss, and damage
- An assessment is periodically conducted to assess the adequacy of insurance coverage
- Facilities are safe and well-maintained, and facilities and services are physically accessible
- The agency has appropriate information and technology to protect its data and information
- The agency has in place a disaster and recovery plan
- The agency has in place a safety policy
- Other safety laws are periodically enforced
- The agency periodically conducts training for staff on policies and procedures
- The agency has an operations and procedures manual that is periodically reviewed and updated as needed

- The agency operates in accordance with professional industry standards
- The agency maintains accreditation, if applicable
- Fund-raising programs that receive United Way funding are accredited by National Accredited Fundraising Association

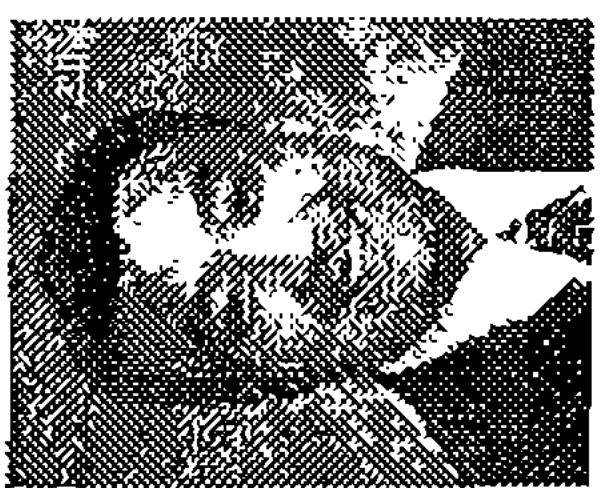


Q: WHAT ARE QUALITY STANDARDS?

A: A nonprofit organization exists to help people. Good quality standards are indicators of an agency's capacity to provide the most effective services. At the end of the day, if the change in a client's life is significant, these quality standards not only measure their impact, but also (as an important indicator) predict an agency's ability to sustain the community.

Q: HOW ARE THE QUALITY STANDARDS USED?

A: The Quality Standards are the foundation of our allocations process. The allocations committee conducts a comprehensive review of every agency that receives United Way funding. In their review, they are looking for evidence that the agency's responses to determining questions of Quality Standards are being handled in a way that will be best for the community.



As an allocations volunteer, I take seriously the charge to ensure that contributors' dollars are well spent. The Quality Standards help me to know what to ask an agency and help me to know which agencies produce results.

—Peter M. Ouchi
Vice President, Commerce Bank
Vice Chair, Community Investment Committee

QUALITY STANDARDS at a Glance

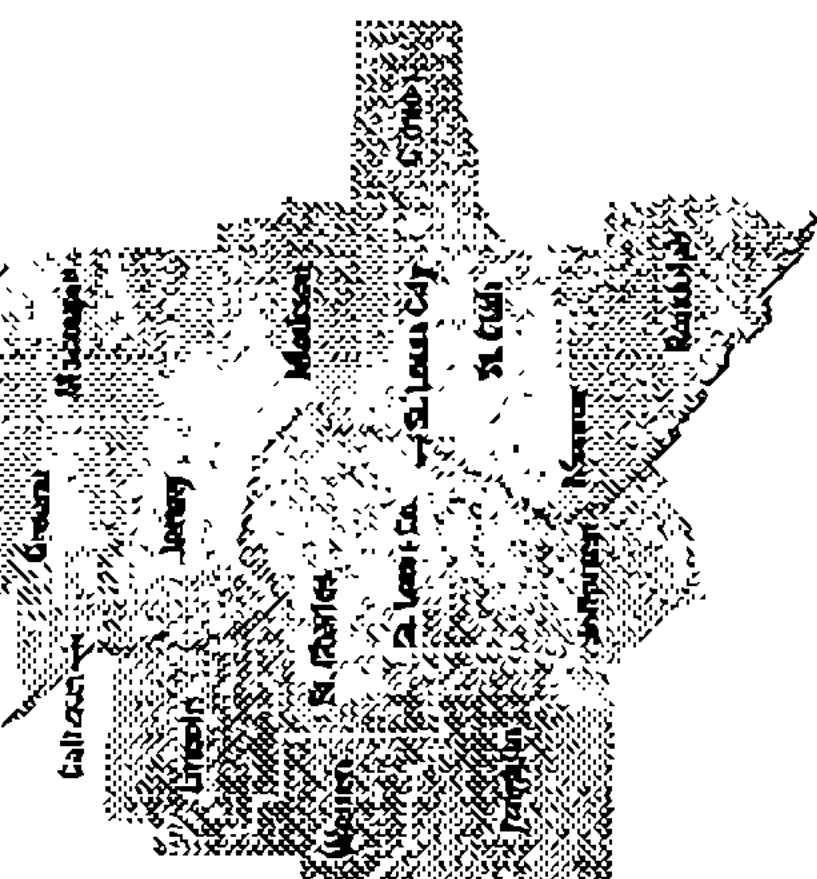
- The agency is governed by a Board of active volunteers
- The Board is composed of members who will meet the agency's strategic needs
- The Board has a formally organized structure
- The Board sets the agency's strategic direction
- The Board ensures program effectiveness
- The Board provides financial oversight
- The Board ensures legal and ethical integrity
- The Board is accountable to the community
- The Board establishes policies for the effective management of the organization
- The agency's mission and programs address an important and defined community need
- Programs are effectively designed
- Programs are effectively implemented
- Programs have positive impact
- The agency is financially stable
- The agency has an effective financial planning process
- Financial activity is monitored and overseen
- The agency has practices in place to safeguard assets and efficiently manage resources
- The agency fulfills obligations and is in compliance with regulations of taxing authorities and other regulatory entities
- The agency complies with laws and regulations
- The agency has a structure to facilitate its operations
- The agency acts with legal and ethical integrity
- The agency safeguards its clients, employees, and assets
- The agency operates in accordance with professional industry standards



COMMUNITY STANDARDS for Agencies

- **GOVERNANCE**
A strong board of directors sets strategic direction and policies. Its composition reflects broad and diverse community support.
- **PROGRAM**
The agency knows who it is serving, understands what it is trying to accomplish, measures and documents program results, and strives for continuous improvement.
- **FINANCE**
Resources are maximized to earn and retain community trust. The agency is accountable for every dollar.
- **ADMINISTRATION**
Infrastructure and operations allow the agency to ably and efficiently protect the assets that the community entrusts to it.

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This Page
Pages 2-3
Page 4



The United Way supports a strong system of quality agencies.

PROGRAM

- The agency's mission and programs address an important and defined community need
- Statistical data documents the need for the agency and each program
- The target population is defined
- Programs are effectively designed
- Programs offered are consistent with the mission
- Programs are consistent with the strategic direction
- Programs have defined goals
- Programs use many entities that are occupied within the target service as their providers
- Innovation in programming is encouraged
- The agency sets targets for the number of service delivery units prior to the beginning of a year
- The agency sets targets for the duration of outcome goals prior to the beginning of a year
- Measurement protocols are structured to collect information on clients, services provided, and outcomes
- Standardized evaluation tools are used to gather and analyze outcomes for all target served whenever feasible
- Services are accessible to target population
- Geographically
 - 1) Physically
 - 2) Financially
- Proactive action is taken to implement improvements identified in analysis of program assessment results or changes in needs of target population



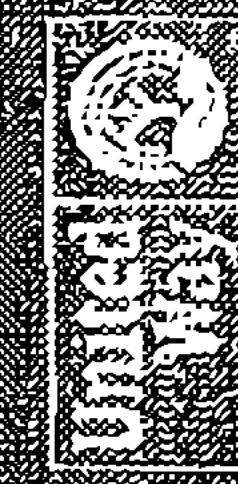
for Agencies

United Way of Greater St. Louis funds health and social service agencies whose programs increase the safety, health, and independence of St. Louis bi-state residents. A better life for one person—food, a safe place to live, education, employment, and health—improves the quality of life and future for each of the rest of us.

More than 400 community volunteers serve as the eyes and ears of more than 200,000 donors from across our bi-state region. These volunteers determine how to award contributor dollars to agencies to benefit the greatest number of people. Annually, United Way volunteers review each agency in four performance areas, then strategically allocate funding to achieve the best results.



- Programs are effectively implemented
- Programs are delivered according to program design
- The program reaches the target populations
- The number of clients served constitutes a cultural mass
- Penetration of the target population's constellation with agency resources
- Variations between the planned and actual program implementation are analyzed
- Written policies and procedures exist for each program
- Programs have positive impact
- Programs are measured/assessed
- Data is gathered on all first contact points, including:
 - 1) Demographic data including, but not limited to:
 - Gender
 - Race/ethnic composition
 - Age
 - Annual household income
 - County of residence
 - 2) Activities provided/units of service
 - 3) Outcome results
- Assessment results are aggregated and analyzed to determine overall program effectiveness, including:
 - 1) The extent to which expected outcome results were achieved
 - 2) The extent to which program capabilities favorably to similar programs, benchmarks, or accreditation standards
 - 3) The extent to which program modifications should be made in response to analysis





Shearwater Education Foundation Program & Quality Oversight Committee

Committee Name: Program & Quality Oversight Committee

Prepared By: Stephanie M. Krauss

Date: 07-21-2009

A Purpose of the Program & Quality Oversight Committee

Primary Functions

To advise and consult on the development and implementation of Shearwater's educational, social, and economic programming; to advise and consult on the research, monitoring, and evaluation of Shearwater's programming

Assigned Tasks

The Program & Quality Oversight Committee will carry out the following activities:

- Monitor Shearwater-to-Sponsor relationship, in accordance to contractual terms
- Monitor and work to maximize agency and university partnerships and affiliations
- Advise and consult on Shearwater's system for ongoing research, monitoring, and evaluation
- Advise and consult on the goals and objectives set forth in our charter application
- Identify and work with staff to solve barriers to excellent programming
- Facilitate board discussions relative to programming, research, and evaluation
- Propose relevant policies to the board



B Program & Quality Oversight Committee

Membership

In addition to the Shearwater President/CEO as an *ex-officio* member, the Program & Quality Oversight Committee will consist of the following members:

Name	Role	Agency
Kathy Gardner	Chair	Shearwater Board Memberr
Jody Stauffer	Member	Shearwater Board Member
James Frazier	Member	Shearwater Board Member
Theresa Mayberry Dunn	Member	Shearwater Board Member

New members will be nominated by the committee, approved by the board of directors, and appointed by the board chair. Committee members are accountable to the committee chair.

Committee Candidates

- Board members most familiar with the approaches and operations of Shearwater's varied programming
- Partner/Affiliate programming staff
- Sponsor representative and non-board volunteers with backgrounds in educational leadership, program development, grant writing, research and/or program evaluation

Term

Two years; with board approval, may serve more than one term

Responsibilities

- Prepares for, attends and participates in committee meetings
- Brings potential solutions, concerns, or problems to the committee's attention
- Completes tasks and research, as requested by the committee chair



C Program & Quality Oversight Committee Meetings

Meeting Schedule and Process

The committee meets six times per year, alternating months with full board of directors' meetings. The committee may meet more often as required for keeping track of issues and progress.

The chair leads the Program & Quality Oversight Committee and facilitates committee meetings. The committee will follow the policies and procedures adopted by Shearwater's board of directors in the conduct of meetings, motions, discussion and voting.

Meeting Agenda

At each committee meeting, the Program & Quality Oversight committee will follow an agenda outline such as the following:

PROGRAM & QUALITY OVERSIGHT COMMITTEE AGENDA – [Date and Time]

Attendees: [List individuals in attendance]

Location: [List location & address]

ITEM	ACTION	MATERIALS
Review Meeting Minutes & Updates	Discuss	Meeting Minutes
RISE: Reengagement Joey	Discuss	RISE Model Goals/Outcomes
RISE: Instruction James	Discuss	RISE Model Goals/Outcomes
RISE: Social Development Theresa	Discuss	RISE Model Goals/Outcomes
RISE: Economic Development Stephanie	Discuss	RISE Model Goals/Outcomes
Action Plan: Next Steps Appoint Tasks		

Determine date, location, and time for next meeting

Adjourn



Shearwater Education Foundation Governance & Membership Committee

Committee Name: Governance & Membership Committee

Prepared By: Stephanie M. Krauss

Date: 07-21-2009

D Purpose of the Governance & Membership Committee

Primary Functions

The immediate roles of this committee are to first work in partnership with the President/CEO to complete and begin carrying out a board recruitment plan and to prepare and train the board to take on the responsibilities of a public school board; the general role of this committee is self-management of the board. This includes recruiting and orienting new board members, and conducting the annual self-evaluation of the board. This also includes developing and monitoring short- and long-term plans to guide Shearwater toward the fulfillment of its mission and vision. Additionally, this committee will be responsible for developing and maintaining a board manual containing necessary nonprofit and school board policies and procedures.

Assigned Tasks

The Governance & Membership Committee will carry out the following activities:

- Assess the board's current composition and identify priorities for board composition
- Meet with prospective board members and recommend candidates to the board of directors
- Develop orientation sessions for new board members
- Identify and organize board development trainings and opportunities
- Suggest new non-board individuals for committee membership
- Assure the board regularly engages in self-assessment
- Assure the board prepares for and engages in strategic planning and self-evaluation



E Governance & Membership Committee

Membership

In addition to the Shearwater President/CEO as an *ex-officio* member, the Governance & Membership Committee will consist of the following members:

Name	Role	Agency
Cindy Ormsby	Chair	Shearwater Board Memberr
Brenda Newberry	Member	Shearwater Board Member
Tracy Mathis	Member	Shearwater Board Member

New members will be nominated by the committee, approved by the board of directors, and appointed by the board chair. Committee members are accountable to the committee chair.

Committee Candidates

- Board members with seasoned experience in nonprofit and/or public schools governance and management
- Sponsor representative with a background in nonprofit governance and management, including but not limited to school board, board officer, board development, and nonprofit consulting
- Other non-board volunteers with backgrounds in nonprofit governance and management, including but not limited to those with school board, board officer, board development, and nonprofit consulting experience

Term

Two years; with board approval, may serve more than one term

Responsibilities

- Prepares for, attends and participates in committee meetings
- Brings potential solutions, concerns, or problems to the committee's attention
- Completes tasks and research, as requested by the committee chair



F Governance & Membership Committee Meetings

Meeting Schedule and Process

The committee meets six times per year, alternating months with full board of directors' meetings. The committee may meet more often as required for keeping track of issues and progress.

The chair leads the Governance & Membership Committee and facilitates committee meetings. The committee will follow the policies and procedures adopted by Shearwater's board of directors in the conduct of meetings, motions, discussion and voting.

Meeting Agenda

At each committee meeting, the Governance & Membership committee will follow an agenda outline such as the following:

GOVERNANCE & MEMBERSHIP COMMITTEE AGENDA – [Date and Time]

Attendees: [List individuals in attendance]

Location: [List location & address]

TIME	ITEM	ACTION	MATERIALS
10 min	Shearwater Policies: Core Values	Discuss	<i>None</i>
20 min	Shearwater Policies	Review & Determine next steps	<i>Employee Handbook Bylaws Policy Checklist</i>
10 min	Membership: Orientation Items	Discuss	<i>Agreement/Expectations</i>
10 min	Membership: Recruitment	Discuss	<i>Board Recruitment Grid</i>

Plan date, time, and location for next meeting

Adjourn



Shearwater Education Foundation Finance & Audit Committee

Committee Name: Finance & Audit Committee

Prepared By: Stephanie M. Krauss

Date: 07-21-2009

G Purpose of the Finance & Audit Committee

Primary Functions

The immediate role of this committee is to work with the President/CEO to identify and establish Shearwater's financial policies, processes, and structures, and corresponding implementation timelines; the general role includes coordinating the board's financial oversight responsibilities by recommending policy to the board, interpreting it for the staff, and providing continual fiscal monitoring. Additionally, this board is responsible for Recommending selection of the auditor and working with the auditor.

Assigned Tasks

The Finance & Audit Committee will carry out the following activities:

- Review staff-prepared budgets
- Advise staff on procedures for budget preparation and reporting
- Provide feedback on the relationship between budget and organizational plans
- Provide budget and finance reports, opportunities, and concerns to the board
- Recommend financial guidelines and policies to the board
- Interview auditors, review bids, recommend selection of an auditor to the board, receive the auditor's report, meet with the auditor, and respond to the auditor's recommendations
- Advise the President/CEO and appropriate staff on financial priorities and planning
- Provide advice to the Programming and Quality Oversight Committee on Shearwater's Asset Building and IDA programming
- Propose relevant financial and audit policies to the board



H Finance & Audit Committee

Membership

In addition to the Shearwater President/CEO as an *ex-officio* member, the Finance & Audit Committee will consist of the following members:

Name	Role	Agency
Christina Solomon	Chair, Board Treasurer	Shearwater Board Memberr
Moir Donelson	Member	Shearwater Board Member

New members will be nominated by the committee, approved by the board of directors, and appointed by the board chair. Committee members are accountable to the committee chair.

Committee Candidates

- Board Treasurer, to serve as committee chair
- Board members with a background in finance or a related area
- Sponsor representative & non-board volunteers with financial backgrounds, particularly in school and/or general nonprofit finance

Term

Two years; with board approval, may serve more than one term

Responsibilities

- Prepares for, attends and participates in committee meetings
- Brings potential solutions, concerns, or problems to the committee's attention
- Completes tasks and research, as requested by the committee chair



I Finance & Audit Committee Meetings

Meeting Schedule and Process

The committee meets six times per year, alternating months with full board of directors' meetings. The committee may meet more often as required for keeping track of issues and progress.

The chair leads the Finance & Audit Committee and facilitates committee meetings. The committee will follow the policies and procedures adopted by Shearwater's board of directors in the conduct of meetings, motions, discussion and voting.

Meeting Agenda

At each committee meeting, the Finance & Audit committee will follow an agenda outline such as the following:

FINANCE & AUDIT COMMITTEE AGENDA – [Date and Time]

Attendees: [List individuals in attendance]

Location: [List location & address]

TIME	ITEM	ACTION	MATERIALS
15 min	President's Status Report	Discuss	<i>None</i>
5 min	Finance: Review financial reports	Discuss	<i>Youth In Need & Shearwater Reports</i>
30 min	Policies: Review/modify financial policies	Select	<i>Sample Financial Policies</i>
60 min	HR: Review/modify Business Manager JD	Make Edits	<i>Business Manager Job Description</i>
5 min	Fiscal Controls: Review, create action steps	ID Next Steps	<i>None</i>
5 min	Committee Member Recruitment	Discuss	<i>None</i>
	Determine date, place, and location for next meeting		
	Adjourn		



Shearwater Education Foundation Fund Development & Community Relations Committee

Committee Name: Fund Development & Community Relations Committee

Prepared By: Stephanie M. Krauss

Date: 07-21-2009

J Purpose of the Fund Development & Community Relations Committee

Primary Functions

The immediate role of this committee is to work in partnership with the President/CEO to create and begin carrying out Shearwater's fundraising and communications plans. The general fund development role of this committee is to lead the board in resource development and fundraising, which includes the identification, cultivation, and solicitation of donors. This committee is also responsible for setting and encouraging the minimum guideline for board member giving. The general community relations role of this committee is to ensure that the board builds strong and strategic relationships with stakeholders through the integration of the Shearwater's education, fundraising, public relations, and public policy activities.

Assigned Tasks

The Fund Development & Community Relations Committee will carry out the following activities:

- Partner with the President/CEO and appropriate staff to establish a fundraising plan
- Lead the board in its fundraising efforts, such as board giving and special events
- Monitor fundraising efforts to be sure ethical practices are in place, donors are acknowledged appropriately, and fundraising efforts are cost effective
- Work with staff to identify, cultivate, and solicit funds from various sources of support
- Work with staff to develop a community relations plan that identifies formal and informal mechanisms to dialogue with the community and engage news and media outlets
- Work with staff to develop key messages articulated to the community and donors
- Promote Shearwater to the community
- Serve as a conduit for communicating with various news, media, and community/neighborhood outlets;
- Work with staff to determine best strategies to work and share with elected officials
- Develop criteria to identify and select collaborative partners and affiliates



K Fund Development & Community Relations Committee

Membership

In addition to the Shearwater President/CEO as an *ex-officio* member, the Fund Development & Community Relations Committee will consist of the following members:

Name	Role	Agency
Angela Pearson	Chair	Shearwater Board Memberr
Jim Braun	Member	Shearwater Board Member
Jamie Van Leeuwen	Member	Non-board committee member
Mark Bates	Member	Non-board committee member
Rob Muschany	Member	Non-board committee member

New members will be nominated by the committee, approved by the board of directors, and appointed by the board chair. Committee members are accountable to the committee chair. When able, at least one member of the Fund Development & Community Relations Committee will dually sit on the Finance & Audit Committee.

Committee Candidates

- Board members with seasoned experience in fundraising, wealth management, community affairs, marketing, branding, and events coordination
- Sponsor representative with a background in aforementioned skills sets
- Other non-board volunteers with backgrounds in aforementioned skills sets

Term

Two years; with board approval, may serve more than one term

Responsibilities

- Prepares for, attends and participates in committee meetings
- Brings potential solutions, concerns, or problems to the committee's attention
- Completes tasks and research, as requested by the committee chair



L Fund Development & Community Relations Committee Meetings

Meeting Schedule and Process

The committee meets six times per year, alternating months with full board of directors' meetings. The committee may meet more often as required for keeping track of issues and progress.

The chair leads the Fund Development & Community Relations Committee and facilitates committee meetings. The committee will follow the policies and procedures adopted by Shearwater's board of directors in the conduct of meetings, motions, discussion and voting.

Meeting Agenda

At each committee meeting, the Fund Development & Community Relations committee will follow an agenda outline such as the following:

FUND DEVELOPMENT & COMMUNITY RELATIONS COMMITTEE AGENDA – [Date and Time]

Attendees: [List individuals in attendance]

Location: [List location & address]

TIME	ITEM	ACTION	MATERIALS
5 min	President's Status Update	Discuss	<i>None</i>
5 min	Review Fund Record	Discuss	<i>Fund Development Plan, Prei.</i>
5 min	Review Recent News/Media Exposure	Discuss	<i>Articles and/or video footage</i>
45 min	The Plans <i>Goals /is on Process Bencnmarks Timetable</i>	ID Next Steps	<i>Fundra sing Plan Communications Plan</i>
10 min	Action Plan: Next Steps	Appoint tasks	<i>None</i>

Determine date, place, and time for next meeting

Adjourn

CHARTER SCHOOLS PROGRAM ASSURANCES

NON-SEA APPLICANTS FOR PLANNING, PROGRAM DESIGN, AND IMPLEMENTATION

Pursuant to Section 5202(b) of the ESEA, an applicant for CSP funds that is not a State educational agency (SEA) must provide the following assurances.

As the duly authorized representative of the applicant, I certify that the applicant will submit to the Secretary:

- (a) All items described in the application requirements;
- (b) An assurance that the eligible applicant will annually provide the Secretary such information as may be required to determine if the charter school is making satisfactory progress toward achieving the objectives described in section 5203(b)(3)(C)(i) of the ESEA;
- (c) An assurance that the applicant will cooperate with the Secretary in evaluating the program assisted under this subpart;
- (d) A description of how a charter school that is considered a local educational agency under State law, or a local educational agency in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act;
- (e) Proof that the applicant has applied to an authorized public chartering authority to operate a charter school and provided to that authority adequate and timely notice, and a copy, of this application; or an assurance that this application is for a precharter planning grant and the authorized public chartering authority to which a charter school proposal will be submitted has not been determined;
- (f) A copy of proof of applicant's non-profit status;
- (g) The applicants' DUNS and TIN numbers;
- (h) A statement as to whether or not an applicant for planning and implementation funding has previously received funding for this program either through a State subgrant or directly from the Department;
- (i) Such other information and assurances as the Secretary may require;
- (j) An assurance that the eligible applicant will use the funds to plan and implement a charter school in accordance with the Charter Schools Program; and
- (k) Assurances that the State educational agency will (i) grant, or will obtain, waivers of State statutory or regulatory requirements; and (ii) will assist each subgrantee in the State in receiving a waiver under section 5204(e) of the ESEA.

Stephanie M. Krauss
NAME OF AUTHORIZED OFFICIAL

President / CEO
TITLE

[Signature]
SIGNATURE OF AUTHORIZED OFFICIAL

8/24/2009
DATE

Shearwater Education Foundation
APPLICANT ORGANIZATION

8/24/2009
DATE SUBMITTED

Budget Narrative

Budget Narrative Attachment

Attachment 1:

Title: **84.282B Shearwater ED 524 Section C - Budget Narrative Pages: 5** Uploaded File: **S:\Shearwater Education\Development\Public Funds\Federal\USDE Non-SEA Grants\2009 Grant Preparation\Final Docs 2009 Non-SEA\84.282B Shearwater ED 524 Section C - Budget Narrative.pdf**

SHEARWATER EDUCATION FOUNDATION CFDA 84.282B

ED 524 SECTION C - BUDGET NARRATIVE¹

Shearwater requests \$872,541.50 for the Charter Schools Program CFDA 84.282B Grant 36-month eligibility period. This will span over the pre-implementation year (Project Year 1), and two academic years (Project Years 2 and 3). Project Year 2 will have a 75-student enrollment in 2010-2011, and Project Year 3 will have a 150-student enrollment in 2011-2012. These funds will be used to bring into operations a high quality public charter school for St. Louis City’s highest-risk youth – those who are disconnected and/or have dropped out of high school.

PERSONNEL - RECRUITMENT

TOTAL = \$8,000 (Project Year 1: \$5,000, Project Year 2: \$1,500, Project Year 3: \$1,500)

- Shearwater requests funds aimed at recruiting teachers and administrative staff. Recruitment efforts for staff include travel and lodging for final candidates and supplies for Shearwater’s interview committee.
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

<u>Personnel - Recruitment</u>		<u>Project Year 1</u>		<u>Project Year 2</u>		<u>Project Year 3</u>	
<u>Item</u>	<u>Total Request</u>	<u>Qty</u>	<u>Total Cost</u>	<u>Qty</u>	<u>Total Cost</u>	<u>Qty</u>	<u>Total Cost</u>
Staff Recruitment	\$8,000.00		\$5,000.00		\$1,500.00		\$1,500.00
Total	\$8,000.00		\$5,000.00		\$1,500.00		\$1,500.00

PERSONNEL – PROFESSIONAL DEVELOPMENT

TOTAL = \$41,130 (Project Year 1: \$9,150, Project Year 2: \$14,800, Project Year 3: \$17,180)

- Shearwater requests funds to aid in the professional development of our staff. We are committed to providing professional development opportunities that enable staff to grow in their areas of need. Funds for professional development will cover costs for conference registration fees, school site visits, external trainings, in-service training, and in-service materials costs.
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

<u>Personnel - Professional Development (PD)</u>		<u>Project Year 1</u>		<u>Project Year 2</u>		<u>Project Year 3</u>	
<u>Item</u>	<u>Total Request</u>	<u>Qty</u>	<u>Total Cost</u>	<u>Qty</u>	<u>Total Cost</u>	<u>Qty</u>	<u>Total Cost</u>
President/CEO	\$4,500.00	1	\$1,500.00	1	\$1,500.00	1	\$1,500.00
Business Manager	\$2,000.00	1	\$0.00	1	\$1,000.00	1	\$1,000.00
Principal	\$3,140.00	1	\$0.00	1	\$1,570.00	1	\$1,570.00
Teachers	\$6,110.00	0	\$0.00	5	\$2,350.00	8	\$3,760.00
Youth Development Specialists (YDS)	\$1,680.00	0	\$0.00	2	\$480.00	5	\$1,200.00
School Psychologist	\$750.00	0	\$0.00	0.5	\$250.00	1	\$500.00
Membership, Dues, & Subscription Fees	\$6,000.00		\$2,000.00		\$2,000.00		\$2,000.00
Training & Materials	\$16,950.00		\$5,650.00		\$5,650.00		\$5,650.00
Total	\$41,130.00		\$9,150.00		\$14,800.00		\$17,180.00

¹ For spreadsheet with additional details for each budget category, please refer to 84.282B Shearwater Optional Budget Narrative (.PDF file)

PERSONNEL - START-UP SALARIES

TOTAL= \$18,750 (Project Year 1: \$18,750, Project Year 2: \$0, Project Year 3: \$0)

- Shearwater requests funds for the Principal’s salary during the three months prior to the school’s opening. During this period the Principal will make final hiring recommendations, oversee student recruitment, travel to model schools, and lead planning efforts around the school model, staff, and student recruitment.
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

Personnel - Start-Up Salaries		Project Year 1		Project Year 2		Project Year 3	
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Principal	\$18,750.00	1	\$18,750.00	1	\$0.00	1	\$0.00
Total	\$18,750.00		\$18,750.00		\$0.00		\$0.00

FRINGE BENEFITS:

TOTAL = \$5,625 (Project Year 1: \$5,625, Project Year 2: \$0, Project Year 3: \$0)

- Shearwater requests funds for fringe benefits and payroll taxes for the Principal in the three months prior to the school’s opening
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

Fringe Benefits		Project Year 1		Project Year 2		Project Year 3	
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Principal's Employee Benefits	\$5,625.00		\$5,625.00		\$0.00		\$0.00
Total	\$5,625.00		\$5,625.00		\$0.00		\$0.00

TRAVEL

TOTAL = \$13,250 (Project Year 1: \$3,250, Project Year 2: \$5,000, Project Year 3: \$5,000)

- Shearwater requests funds to support travel expenses incurred by staff and board members for conferences and/or school and program site visits. Funds in Project Year 1 cover costs associated with Shearwater’s President/CEO and a board member attending the CSP Project Director’s meeting.
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

Travel		Project Year 1		Project Year 2		Project Year 3	
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Conferences	\$12,500.00	5	\$2,500.00	10	\$5,000.00	10	\$5,000.00
Principal Site Visits and Training Sessions	\$750.00	3	\$750.00				
Total	\$13,250.00		\$3,250.00		\$5,000.00		\$5,000.00

EQUIPMENT

TOTAL = \$124,000 (Project Year 1: \$86,650, Project Year 2: \$20,650, Project Year 3: \$16,700)

- Shearwater requests funds to purchase furniture and technology-related items. These expenses primarily represent one-time costs, as they are durable and reusable items that will be utilized over several years.
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

Equipment		Project Year 1		Project Year 2		Project Year 3	
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Office & Classroom Furniture	\$23,400.00		\$15,000.00		\$4,200.00		\$4,200.00
Website	\$700.00		\$100.00		\$500.00		\$100.00
Office Computers	\$6,000.00		\$0.00	2	\$2,400.00	3	\$3,600.00
Classroom Computers	\$13,200.00	5	\$6,000.00	5	\$6,000.00	1	\$1,200.00
Laptops	\$36,000.00		\$36,000.00	45	\$0.00		\$0.00
Software Unlimited	\$14,600.00		\$10,200.00		\$2,200.00		\$2,200.00
PowerSchool Data Mgmt System	\$17,000.00		\$15,000.00		\$1,000.00		\$1,000.00
USB Key	\$5,450.00	80	\$1,600.00	80	\$1,600.00	30	\$2,250.00
iPods, available for checkout	\$1,650.00	5	\$750.00	5	\$750.00	1	\$150.00
Additional Software Programs & Technology	\$6,000.00		\$2,000.00		\$2,000.00		\$2,000.00
Total	\$124,000.00		\$86,650.00		\$20,650.00		\$16,700.00

SUPPLIES - MATERIALS

TOTAL = \$185,854 (Project Year 1: \$18,782 Project Year 2: \$72,957, Project Year 3: \$94,115)

- Shearwater requests funds to purchase supplies and materials that will directly support student learning, quality instruction, and costs associated with board and student recruitment. Project Year 1 fund requests include materials needed for teacher training and classroom setup.
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

Supplies - Materials		Project Year 1		Project Year 2		Project Year 3	
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Textbooks & Supplies	\$60,000.00	0	\$0.00	75	\$30,000.00	75	\$30,000.00
Textbooks & Supplies	\$7,500.00	0	\$0.00	0	\$0.00	75	\$7,500.00
School Library	\$7,000.00		\$4,000.00		\$1,500.00		\$1,500.00
Course Catalogs & Individual Achievement Plans	\$25,250.00	85	\$4,250.00	150	\$12,750.00	165	\$8,250.00
Printing and Copying	\$18,000.00		\$6,000.00		\$6,000.00		\$6,000.00
Classroom Supplies	\$9,000.00		\$3,000.00		\$3,000.00		\$3,000.00
Student Recruitment Costs	\$1,100.00		\$500.00		\$300.00		\$300.00
Board Recruitment and Training Materials Costs	\$2,879.00		\$1,032.00		\$1,032.00		\$815.00
Student Enrichment Programs	\$55,125.00		\$0.00	75	\$18,375.00	150	\$36,750.00
Total	\$185,854.00		\$18,782.00		\$72,957.00		\$94,115.00

SUPPLIES – STUDENT ASSESSMENTS

TOTAL = \$20,032.50 (Project Year 1: \$3,120, Project Year 2: \$6,637.50, Project Year 3: \$10,275.00)

- Shearwater requests funds to help pay for the materials and administrative costs surrounding both the state-mandated and optional formative and summative assessments. These tests will give us accurate information about the student’s current knowledge, allowing us to build a personalized educational environment for the student. Each of these tests will be given annually to every student as is described in the project narrative under Application Criteria (i).
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

Supplies - Student Assessments		Project Year 1		Project Year 2		Project Year 3	
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
NWEA MAP Test – Per Pupil	\$3,037.50	0	\$0.00	75	\$1,012.50	150	\$2,025.00
Accuplacer – Per Pupil	\$4,500.00	0	\$0.00	75	\$1,500.00	150	\$3,000.00
ACT WorkKeys® – Targets for Instruction	\$120.00	8	\$120.00	0	\$0.00	0	\$0.00
ACT WorkKeys®	\$3,375.00	0	\$0.00	75	\$1,125.00	150	\$2,250.00
Additional Assessment Costs	\$9,000.00		\$3,000.00		\$3,000.00		\$3,000.00
Total	\$20,032.50		\$3,120.00		\$6,637.50		\$10,275.00

Contractual Services:

TOTAL = \$230,900 (Project Year 1: \$126,300, Project Year 2: \$89,600, Project Year 3: \$15,000)

- Shearwater requests funds to meet contractual service costs. A financial consultant will be hired to help set-up financial management systems, policies, and accounting software. An education consultant will be hired to help design the student’s course catalog and cross reference state and national standards. Nonprofit consultants will be hired to help plan and start-up the mentor, volunteer and internship programs. An outside evaluator will be hired to conduct a basic program evaluation at the end of Project Years 2 and 3. An Information Technology (IT) consultant will be hired to develop Shearwater’s technology plan, and to help purchase, install, and customize Shearwater’s technologies. Lastly, Shearwater will seek marketing and public relations assistance for community awareness and student recruitment efforts. These services will be contracted out to the individuals or groups best able to provide services.
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

Contractual		Project Year 1		Project Year 2		Project Year 3	
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Finance & Audit Consultant	\$45,500.00		\$45,500.00		\$0.00		\$0.00
Mentor and Volunteer Start-Up Coordinator	\$70,500.00	1	\$35,000.00	1	\$35,500.00	0	\$0.00
Internship Program Start-up Coordinator	\$70,500.00	1	\$35,000.00	0.5	\$35,500.00	0	\$0.00
Program Evaluator	\$30,000.00		\$0.00		\$15,000.00		\$15,000.00
Curriculum Consultant	\$3,600.00	1	\$3,600.00				
Marketing & Public Relations Consultant	\$7,200.00	1	\$3,600.00		\$3,600.00		
Information Technology Consultant	\$3,600.00		\$3,600.00				
Total	\$230,900.00		\$126,300.00		\$89,600.00		\$15,000.00

OTHER

TOTAL = \$225,000 (Project Year 1: \$0, Project Year 2: \$75,000, Project Year 3: \$150,000)

- Shearwater requests funds to purchase and provide students with weekly full-access Metro passes. This type of bus pass provides students with the highest incentive for continued attendance, and the highest flexibility for all of their transportation needs (see project narrative Selection Criteria (iv) for more details).
 - Please refer to attached document included as Optional Budget Narrative for itemized details.

Other		Project Year 1		Project Year 2		Project Year 3	
Item	Total Request	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Student Transportation	\$225,000.00	0	\$0.00	75	\$75,000.00	150	\$150,000.00
Total	\$225,000.00		\$0.00		\$75,000.00		\$150,000.00