



ZEST Preparatory Academy Charter School

ZEST Preparatory Academy Governance Board Meeting

Published on November 12, 2024 at 7:00 PM EST
Amended on November 18, 2024 at 9:23 AM EST

Date and Time

Tuesday November 19, 2024 at 7:00 PM EST

Location

3130 Golf Ridge Blvd Douglasville, GA 30135

Agenda

	Purpose	Presenter	Time
I. Opening Items			7:00 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
C. Approve Minutes and Review Agenda	Approve Minutes		1 m
D. Mission and Vision			
II. Executive Directors Report			
<ul style="list-style-type: none">• District Updates• School Updates			

	Purpose	Presenter	Time
	<ul style="list-style-type: none">• Dashboard Review<ul style="list-style-type: none">◦ FTE◦ Enrollment◦ Attendance		
III.	Governance Report		
	<ul style="list-style-type: none">• ZEST Prep Consultations<ul style="list-style-type: none">◦ GCSA- GSS Program (Lisa McDonald)◦ 21 Cobalt Proposal (Morgan Felts)		
IV.	Finance Report		
	<ul style="list-style-type: none">• Finance Update• Fundraising		
V.	Executive Session		
	<ul style="list-style-type: none">• Facilities		
VI.	Closing Items		
	A. Adjourn Meeting	Vote	

ZEST Preparatory Academy Charter School is a K-5 elementary school community that provides an academically rigorous, supportive, and joyful learning environment to develop the leader inside every student for lifelong educational achievement and impactful community service.

Coversheet

Approve Minutes and Review Agenda

Section:	I. Opening Items
Item:	C. Approve Minutes and Review Agenda
Purpose:	Approve Minutes
Submitted by:	
Related Material:	GSS.Program.Description.FY25.pdf Proposal for Governance Support.Zest.9.25.24.pdf Zest Preparatory Academy Phase 2 - RFP - Architectural Services (3).pdf 21co.Contract for Services.11.15.24.pdf



Support Program Description:

Governance Support Specialist

The SCSC is required by law to provide annual governance training to state charter school governing boards. Additionally, each member of a state charter school governing board must complete governance training each year that is either provided or approved by the SCSC. Often, state charter school governing boards request additional support in fulfilling their contractual and fiduciary obligations of providing proper academic, financial, and operational oversight of their schools' operations. **Given the critical role of a well-functioning governing board in producing quality academic, financial, and operational results, the SCSC supports charter school governing boards with targeted assistance by providing a Governance Support Specialist to state charter school boards.**

Through the GSS Program, the SCSC contracts with individuals or organizations that have in-depth expertise in charter school governance and operations to assist state charter school governing boards further build capacity and implement practices to better supervise and support school operations. As state charter school governing boards are responsible not only for setting policy for the school, but also for serving as fiduciaries of public resources, the boards must operate in a manner that serves the best interest of the school in a manner that is responsive to the public. Accordingly, the GSS assists state charter school governing boards in establishing practices that increase the board's ability to operate cohesively to improve student and organizational outcomes in a manner that adheres to the standards of a public body.

Participating schools will be assigned a GSS who will observe governing board meetings and work with individual governing board members and school leaders to assess governance practices, identify strengths and weaknesses, and provide meaningful feedback to the governing board to promote better governing practices and ultimately increase student achievement. To ensure the GSS has an appropriate understanding of all governing board dynamics, the GSS may be required to provide support to governing board members or school leaders apart from governing board meetings.

Specifically, a GSS will:

- Observe at least one governing board or committee meeting a month;
- Observe the governing board's and its individual members' interactions with school leadership, school staff, students, and parents;
- Observe the school community and culture;
- Promote the governing board's understanding of the respective roles of the board and school administration;
- Identify the strengths and weaknesses of the governing board's operation;

- Recommend specific actions and practices to mitigate and remediate the governing board's weaknesses;
- Encourage individual and whole-board engagement in school operations;
- Provide specific governance suggestions that are consistent with best practices in charter school governance;
- Promote the governing board's use and analysis of data in a manner that is aligned with the SCSC's Comprehensive Performance Framework (CPF);
- Inform the governing board of the requirements for serving as a public governing board;
- Notify the governing board of potential deficiencies in serving as a public governing board; and
- Encourage the school's utilization of additional supports and resources, including, but not limited to, resources provided to schools by the SCSC.

The GSS will utilize his or her professional experience to review and assess the governing board and school operations and develop a school-specific action plan designed to meet the specific needs of the school in implementing best practices in charter school governance. The action plan will build upon the governing board's strengths and mitigate weaknesses to cultivate quality governance practices aimed at increasing student achievement and improving operational efficiency through sound oversight and data-driven decisions. Each school's action plan should be aligned with the domains within GaDOE's [Standards for Effective Governance of Georgia Nonprofit Charter School Governing Boards](#). Additionally, as newly operational schools and other schools with an identified need to improve governing practices **may** need to receive **additional** training beyond the 6-12 hours of annual governance training required by each board member by law, the GSS will provide each governing board up to six hours of training depending on the individual needs of the school. The governing board will collaborate with the GSS to identify the specific topics and focus of the training, but the training should be aligned with the governing board's needs, its individual action plan, and should expound upon – not repeat – training provided through SCSC governance training¹. As an example, a governing board struggling with its role in overseeing the school administration may need intensive training aimed to delineate the roles of the board and school leadership.

After assistance from the GSS, the state charter school governing board will:

- Uphold the school's mission and vision by setting sound policy and ensuring the school's compliance with board policies;
- Work collaboratively with school officials in a manner that respects the appropriate roles of the governing board and school administration;
- Display a solid understanding of and commitment to meeting the school's contractual obligations, particularly with regard to the SCSC CPF;
- Exhibit professional engagement with school officials and partners to adequately hold each party accountable for performance;
- Utilize data to initiate and continue improvement in school and operational practices;
- Ensure the school's financial stability through effective organizational planning;
- Avoid even the appearance of a conflict of interest;
- Operate with appropriate decorum and professionalism;

¹ Because new schools as well as schools that demonstrate the need for a governance specialist may need this additional training **beyond** that which is provided, the additional training provided by the Governance Support Specialist may not be used as an alternative to fulfill annual governance training required by law.

Exhibit A

- Conduct orderly and efficient meetings;
- Adhere to legal requirements of open meeting and open records;
- Foster a culture of respect between school officials, students, and parents; and
- Utilize resources wisely, including, but not limited to, resources and supports offered to state charter schools by the SCSC.

The services of the GSS will be covered by the SCSC and offered at no cost to the school. Because the services of the GSS must be tailored to the individual needs of the school, the GSS will identify the specific time and effort necessary to deliver contract milestones. Additionally, the manner and place of the services provided by the GSS will be in the discretion of the GSS.



Zest Preparatory Academy

Governing Board Support Services

September 25, 2024

—

Morgan Felts, Managing Partner

21Cobalt.com

Morgan.Felts@21Cobalt.com

About 21Cobalt

We are educational visionaries driven by a passion for fostering environments that inspire growth and success. At 21Cobalt, we specialize in providing comprehensive educational consulting services tailored to meet the unique needs of Georgia charter schools, authorizers, and other educational organizations. Our goal is to work closely with clients to identify and remove barriers to student and school success in a manner consistent with a school's charter contract and legal obligations.

Our approach is rooted in collaboration, innovation, and evidence-based practices. We work closely with our clients to understand their specific goals, challenges, and aspirations, and then develop customized solutions to address them effectively. Whether it's providing governance support, developing strategic plans, implementing operational assessments, improving policies, or enhancing your back office, we are committed to delivering results that drive positive change and elevate student outcomes. 21Cobalt strives to support operations and technical compliance to ease the administrative burden for clients and ensure projects are completed with fidelity.

At 21Cobalt, we believe that every student deserves access to high-quality education, and we are proud to partner to make that vision a reality.

The Team

Staffed by Gregg Stevens and Morgan Felts, 21Cobalt hosts over three decades of collective charter and education experience. Our team is dedicated to empowering our clients with the knowledge, tools, and strategies they need to navigate a variety of complex landscapes.



Gregg Stevens, Managing Partner & Founder

Gregg is an engaging leader with unparalleled charter expertise. Prior employers include the Georgia Department of Education, the State Charter Schools Commission of Georgia, and the Georgia Charter Schools Association. Gregg is an attorney and reformed bureaucrat who utilizes his specialized knowledge to support governing boards and school leaders. Through a keen understanding of governance, law, and policy, Gregg works closely with clients to establish strong and effective solutions.



Morgan Felts, Managing Partner

Morgan joined the 21Cobalt team in March 2024. She most recently served as the Chief Operations Officer for the State Charter Schools Commission of Georgia. Morgan is an attorney and licensed Project Management Professional (PMP). Utilizing her talents for strategic planning, project management, and logistical execution, Morgan is able to provide clients with unique insight and effective solutions. Moreover, Morgan's extensive experience and knowledge of charter school financial and operational performance provides 21Cobalt clients with enhanced service and support to exceed their goals.

Project Objectives

To support Zest Preparatory Academy’s Governing Board (“Board”) in fulfilling its responsibilities for exercising substantive control over the management and operation of Zest Preparatory Academy over such areas as personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations.

To provide the Board with enhanced infrastructure, standardized processes and ongoing coaching to support seamless governance aligned with the school’s strategic objectives.

Project Scope

21Cobalt will provide governance support services tailored specifically for Zest Preparatory Academy. Our focus will be on ensuring good governance while driving outcomes through strategic decision-making backed by data. 21Cobalt’s comprehensive services are designed to empower the Board to be fully engaged and operate in an effective and compliant manner. Leveraging the tools at our disposal, we aim to facilitate informed decision-making that not only meets regulatory requirements but also maximizes the impact of Zest Prep’s initiatives.

Governing Support Services
Governing Board Liaison – Customized Tier 2 Support
<ul style="list-style-type: none">• In collaboration with Board and School Leadership, organize board and committee meeting agendas in alignment with the school’s annual calendar and immediate needs to empower board decision-making;• Support organization and implementation of board records, policies, and administrative affairs to ensure compliance with applicable rule and law (e.g. required documents on website);• Support board member recruitment, succession planning and onboarding of new board members as needed;• Provide advice and counsel regarding best practices during board and committee meetings (upon request);• Provide operational and governance advice and counsel to support the Board in fulfilling its fiduciary duties;• Collaborate with Board and School Leadership to further establish Board and Committee infrastructure to streamline accountability and support for the school’s academic, financial, and operational performance;• Collaborate with the Board and School Leadership to identify key priorities for Board and Committee action;• Provide up to 12 hours of required SCSC-training for governance credit;

- Provide strategic support and counsel regarding facility needs and development; and
- Assist with policy development to meet school needs, ensure compliance and address policy gaps.
- *Tier 2 Services generally include an average between 20-25 hours per month of services inclusive of meeting times.*

Project Schedule

Tentative Timeline	Description/Deliverable
October 2024	Finalize Engagement & Suite of Supports Conduct Immediate Needs Assessment Align On General Implementation
November 2024 – January 2025	Implementation of Customized Suite of Supports
February 2025	Review and Evaluate Progress, Reassess Needs, Revise Support if Needed
<i>21Cobalt is committed to adjusting our approach to meet the needs of Zest Preparatory Academy.</i>	

Project Cost

21Cobalt will provide the above-referenced scope and schedule in accordance with the following fee schedule. Pricing is based on a monthly service fee with a 3-month minimum.

Service/Tier	Contract Length	Monthly Fee
Governing Board Liaison – Customized Tier 2 Support	3 months	\$8,000
Governing Board Liaison – Customized Tier 2 Support	6 months	\$7,000
Governing Board Liaison – Customized Tier 2 Support	12 months	\$6,000
<i>21Cobalt requires an upfront client engagement fee equivalent to 10% of the total contract value. For example, for a 12-month contract valued at \$72,000, the engagement fee would be \$7,200, with monthly invoices of \$5,400 thereafter. Please note that the engagement fee is part of the overall contract value and does not increase the total cost.</i>		

Additional Details

21Cobalt will regularly engage and collaborate with the Board to make improvements in our service approach as needed. We will provide the Board with written evaluations, summaries, recommendations, and reports in the form and manner requested. Further, 21Cobalt will adhere to all Board and school policies, undergo all requisite training, keep all student and confidential information as required by law, and submit to any criminal record checks that may be necessary to effectuate the services as described. Any 21Cobalt representative will adhere to any applicable conflict of interest policy and will also disclose any conflict or potential conflict that may arise during the course of our services. To ensure that students, staff, and stakeholders receive appropriate support, 21Cobalt will be happy to adjust this proposal or services provided to better meet the needs of the Zest Preparatory Academy and its Students.

Request for Proposal

Architectural Design Services

Zest Preparatory Academy
Represented by Charter Schools Development Corporation

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1 Project Information

Project Narrative:

Charter Schools Development Corporation (CSDC), on behalf of Zest Preparatory Academy (ZPA), is issuing this Request for Proposal (RFP) for architectural design services related to the renovation of an existing K-5 educational facility. This includes 2,500 sqft of renovation of an existing 2 story structure.

This project is phase 2 of a larger master plan that will incorporate a future ground-up development on an adjacent site. All applicable due diligence has already been completed on the existing recently completed facility.

Project Milestones Dates:

Task	Date
CD Completion	March 2025
Construction Start	March 2025
Construction Completion	August 2025

Project:

Zest Preparatory Academy Phase II

Location:

3130 Golf Ridge Blvd.
Douglasville, GA 30135

Size:

2,500 Sqft

2 RFP Information

RFP Issuers:

Charter Schools Development Corporation (CSDC)
Zest Preparatory Academy (ZPA)

RFP Timeline:

Item	Date
RFP Issuance	10/15/2024
Request for information deadline	10/11/2024
RFI Responses distribution	10/14/2024
RFP Submission deadline	10/31/2024

Contact for RFI:

Charter Schools Development Corporation
Rebecca Salvo | rsalvo@csdc.org
Sriram Chintamaneni | schintamaneni@csdc.org

RFP Submission Instruction:

Submit proposal via email as a PDF attachment to each of the below emails:
Charter Schools Development Corporation
Rebecca Salvo | rsalvo@csdc.org
Sriram Chintamaneni | schintamaneni@csdc.org

Request for Proposal - Architectural Design Services

Zest Preparatory Academy - Represented by Charter Schools Development Corporation

10/10/2024

3 RFP Compliance

Right to Cancel:

CSDC & ZPA reserves the right to cancel this procurement process at the discretion of either party. Neither CSDC & ZPA shall not be liable for costs incurred by proposers associated with this procurement process.

Confidentiality:

This RFP and all accompanying materials contain confidential information and are to be treated as such by the Proposer. Proposer acknowledges that this RFP, including without limitation any addendum or correction to this RFP, or oral information about the RFP, is CSDC & ZPA proprietary and confidential information. In no event may CSDC & ZPA's proprietary and confidential information be disseminated, copied, or made available in any form to anyone other than Proposer's authorized employees (on a "Need to Know" basis) and subcontractors unless express written permission is granted by CSDC & ZPA. Reproduction, distribution, or disclosure outside Proposer's company is prohibited without CSDC & ZPA's prior written consent. CSDC & ZPA requests that the proposers in receipt of this Request for Proposal destroy this document and its attachments and refrain from retaining any copies once their response is complete, or they have determined that they will provide a "no-bid" response or otherwise not respond to this invitation.

Further, all questions related to this RFP are to be requested of CSDC & ZPA's RFP Contacts, via email. Proposers are to refrain from contacting city agencies or other individuals, agencies, organizations for anything related to this project. Failure to follow these rules will result in disqualification.

Request for Proposal - Architectural Design Services

Zest Preparatory Academy - Represented by Charter Schools Development Corporation

10/10/2024

4 Client Profile:

Zest Preparatory Academy:

Zest Preparatory Academy is a non-profit K-5 charter school in Douglaston, George.

ZPA obtained their Georgia State Charter in 2021 with its facility opening in 2023.

Currently ZPA enrolls over 200 students.

Charter Schools Development Corporation:

Charter Schools Development Corporation is a non-profit development and financing organization providing consulting and project management services to charter schools to realize their physical infrastructure needs in order to execute on the mission statement of each partnered charter school. Charter Schools Development Corporation was established in 1997 to support quality school choice for underserved students by developing and financing affordable charter school facilities.

Charter Schools development Corporation is representing Zest Preparatory Academy for the purpose of this project as well as for the purpose of this RFP. All communications, submission, inquiries are to be directed to Charter Schools Development Corporation directly.

5 Design Scope:

This RFP is intended to procure architectural design services. This includes all the below design services:

- Architectural design services including space planning and layout including the below:
 - Schematic Design
 - Design Development
 - Construction Documents
- Architectural record services including architectural drawings with the stamp of a Georgia State Licensed architect.
- Permitting services
- Interior design services associated with spaces included in project scope.
- FFE design and services
- Serve as primary party responsible for drawing coordination and among all design parties including all engineering design, low voltage design and any all-other design consultants.
- Construction administration service including but not limited to submittal and shop drawings review and responses, RFI review and responses, presence at weekly project meetings and on-site walkthroughs.
- Project Commissioning and Closeout and turn over.
- Drawing management
- Value Engineering
- Each of the below design elements are expected to be incorporated into all designs and design services:
 - Code analysis
 - Energy modeling
 - Accessibility and ADA compliance
 - Presentations with administration and board
 - All presentations to community boards
 - Compliance with all local, state, federal and regulatory requirements

Project Milestone Dates:

Task	Start	Finish
Design Initiation/Concept:	11/15/2024	1/15/2025
CD Completion:	1/16/2025	3/15/2025
Permitting (Demo/Building):	3/16/2025	5/15/2025
Construction:	5/16/2025	8/1/2025

6 Submittal Requirements:

The following components and items must be incorporated into the proposal.

- Cover Letter/ Executive Summary: Identify Proposer and contact for firm and associated principals. Provide a general summary of firm, organizational structure of team and intended project team.
- Schedule of Values: Provide breakdown of total fee and costs for each phase of project. Include all mark-ups, taxes, and reimbursement in fee total.
- Relevant Project History: Include 3 completed projects to serve as examples of work/services completed – prioritizes project of similar scale, sector, and typology. Include information related to overall project size, scope, costs, location, and deliverables as the project this RFP is for.
- MBE/WBE Contribution: While there are no specific requirements for MBE/WBE for this project, CSDC & ZPA are committed to supporting the local community and will factor in local MBE/WBE participation into its selection process.
- Client References: Provide 3 Client References for previous projects that are representative of this RFP provided as part of this submittal.
- Contractor References: Provide 3 General contractor References for previous projects that are representative of this RFP provided as part of this submittal.
- A completed and filled out Exhibit A – reference attached.
- A completed and filled out Exhibit B - reference attached.

Request for Proposal - Architectural Design Services

Zest Preparatory Academy - Represented by Charter Schools Development Corporation

10/10/2024

7 Evaluation Criteria:

CSDC & ZPA will review and evaluate the proposals in accordance with the following criteria.

- Compliance with objectives of the Project.
- Quality of Project Approach and Methodology.
- Project costs and fee
- Successful experience with projects of similar or greater size.
- Successful experience on projects of similar type.
- Quality and content of references provided on representative projects.
- Qualifications and experience of Key Staff and commitment to assign Key Staff for the duration of the project.
- Level of commitment and quality of plans to deliver MBE and WBE participation
- Compliance of proposed services to the RFP requirement

Request for Proposal - Architectural Design Services

Zest Preparatory Academy - Represented by Charter Schools Development Corporation

10/10/2024

8 Exhibit A – Legal Questionnaire

QUESTION		YES	NO
1	Has the firm or venture been issued a notice of default on any contract awarded in the last three years?		
2	Does the firm or venture have any judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers? If yes, include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. Attach explanation.		
3	Within the past three (3) years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?		
4	Within the last three (3) years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration, or similar matter?		
5	Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid rigging or bid rotating?		
6	Has the firm or venture ever been temporarily or permanently debarred from a contract awarded by any federal, state, or local agency?		
7	Within the last three years, has the firm or venture been assessed penalties for any statutory or administrative violations, including MBE WBE?		
8	Has the firm or venture ever failed to complete any work awarded to it?		

9 Exhibit B – Disclosure Affidavit

PROPOSER	
NAME OF ENTITY	
CONTACT PERSON	
ADDRESS	
CITY, STATE, AND ZIP CODE	
TELEPHONE NUMBER	
CELL NUMBER	
E-MAIL ADDRESS	

DISCLOSURE OF OWNERSHIP INTERESTS

Proposer shall provide the following information. If the question is not applicable, answer “NA.” If the answer is none, please answer “none.”

Respondent is a (circle one):

A. Corporation
B. Joint Venture
C. LLC or Other
D. Other

Please complete the applicable corresponding section below.

A. CORPORATIONS

State of Incorporation: _____

Authorized to do business in the State of Georgia (circle one):

Yes	No
-----	----

Names of all officers of corporation (complete or attach list):

Name	Title

Names of all directors of corporation (complete or attach list):

Name	Title

Is the corporation owned partially or completely by one or more other corporations (circle one)?

Yes

No

If “yes” provide the above information, as applicable, for each such corporation.

Indicate here or attach a list names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name of Shareholder	Percent Interest Owned (%)

B. JOINT VENTURES

If Proposer is a Joint Venture, name each venture partner and the percentage of each therein. Where venture party is Corporation or LLC or Other also provide information required above for Corporations or below for LLCs or Other.

Name of Venture Partners	Percent Interest Owned (%)

C. LLCs and Other Commercial Organizations

If Proposer is an LLC or Other Commercial or Legal Entity, name each entity and each person with an ownership or other beneficial interest in the entity. Describe the interest of each party including any percentage ownership of each. Where any disclosed party is Corporation also provide information required above for Corporations.

Name	Interest Described and Percent Owned (%)

Contract for Services

21 Cobalt, LLC and ZEST Preparatory Academy, Inc.

Section 1: Parties

This Agreement is made and entered into this __th day of _____ 2024 by and between 21 Cobalt Consulting, LLC (“21co”) at 830 Glenwood Drive, Suite 510-263 and ZEST Preparatory Academy, Inc. at 5901 Stewart Parkway, Douglasville, GA, 30135, dba ZEST Preparatory Academy (“ZPA”), collectively known as the “Parties”.

Section 2: Scope

21co agrees to provide the services as outlined in the attached Services Proposal, which is expressly incorporated herein by reference as “Exhibit A”.

Section 3: Term

21co shall begin services within 48 hours of the execution of this Agreement, and such services shall continue through 11:59 PM on February 28, 2025. This Agreement may be extended in increments of three (3) months by mutual written agreement of the Parties.

Section 4: Payment

ZPA agrees to pay 21Cobalt an Engagement Fee of \$2,400 and a monthly fee of \$7,200 for the first month of billing. Thereafter, ZPA shall make equal monthly payments of \$7,200 for the remainder of the contract term, for a total maximum compensation of \$24,000 under this Agreement. Should ZPA elect to extend the Agreement for an additional three (3) months, the payment schedule will be adjusted to provide 21Cobalt with a total maximum compensation of \$42,000 under this Agreement, as outlined in the payment schedule table below.

21co shall provide the ZPA invoices detailing the services to be provided pursuant to Exhibit A on or about the 15th of each month, and ZPA shall remit payment within fifteen (15) days of receipt of invoice.

Invoice #	Amount
1	\$9,600
2	\$7,200
3	\$7,200
4	\$6,000
5	\$6,000
6	\$6,000

Section 5: General Terms

A. Termination.

- a. With Notice: If either party deems it to be solely in their best interest, the Agreement may be terminated with sixty (60) days written notice. Both parties shall remain responsible for fulfilling all contractual obligations during the aforementioned sixty (60) day notice period.
- b. Without Notice: The Agreement may be terminated by either party, at any time without advance notice, upon any of the following events: a material breach of this Agreement, termination or revocation of ZPA's charter, bankruptcy of either party, transfer of ownership of either party, death of 21co's Principal, or the attempted assignment of this agreement without the consent of the other party. No additional fees will be paid after the termination of the Agreement. Any other fees which were due prior to termination shall be paid to 21co within 30 days of termination.

B. Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

C. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Georgia. The courts of the State of Georgia shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be Fulton County, Georgia.

E. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status.

G. Confidentiality and Nondisclosure. 21co and ZPA mutually agree that any and all data and information acquired by reason of this agreement or that is not generally known to others, including, but not limited to, student, staff, and other information regarding the ZPA's operations, services, or financial and business affairs or 21co's future plans, business affairs, trade secrets or other proprietary information, collectively known as Confidential Information,

will be received in confidence. Parties agree to maintain the security of Confidential Information and to refrain from sharing Confidential Information with any outside source. Parties agree not to allow any unauthorized person access to Confidential Information and to take all reasonable action to protect such information. 21co and its agents providing services under this Agreement are “authorized representatives” of ZPA when performing a service or function under the supervision of ZPA under this Agreement that would otherwise be performed by ZPA’s employees. As a result, 21co shall adhere to all requirements of the Family Educational Rights and Privacy Act and shall be subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and disclosure of personally identifiable information from education records.

H. Independent Contractor. In the performance of this Agreement, it is mutually understood and agreed 21co is acting as an independent contractor and is not an employee of ZPA. 21co will perform the services requested under the general direction of ZPA but will determine the manner and means by which the services and deliverables are accomplished. 21co is a professional consulting firm. We are not an education management organization or a charter management company. We are not a registered certified public accounting firm, and though we may contract with or employ licensed attorneys, we are not a law firm, nor do we provide legal advice. 21co has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting 21co. 21co shall be solely responsible for, and shall hold ZPA harmless from, all matters relating to the payment of 21co’s contractors, including but not limited to compliance with F.I.C.A. and unemployment requirements.

I. Release/Indemnification/Insurance. 21co releases and holds harmless ZPA and any individual officer, employee, agent or representative in connection with any claims, demands, lawsuits, damages, penalties, and/or expenses (including attorneys’ fees, expert witness fees and cost of defense) 21co may suffer arising out of the Services provided for herein.

21co further agrees that, to the extent loss or damage is caused, in whole or in part, by 21co’s actions arising out of or relating in any way to this Agreement, 21co shall indemnify ZPA and its officers, agents, and representatives against any claims, demands, lawsuits, damages, penalties, and/or expenses (including attorneys’ fees, expert witness fees and cost of defense) suffered by ZPA. 21co agrees to maintain such insurance coverage as is reasonably necessary to support its indemnification obligation and provide proof of such coverage to ZPA upon request.

J. Subcontracting and Assignment. 21co represents and warrants that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Except as expressly authorized by the Board, 21co shall not delegate performance outside of its organization, and 21co is further prohibited from utilizing the services of any subcontractor

in carrying out the Services listed herein, without the prior written consent of ZPA. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

K. Public Comment. Unless explicitly authorized to do so by ZPA, 21co shall not publicly comment to the press or any other media source on any term of this Agreement or any other project handled by 21co for ZPA.

L. Nondiscrimination. During the performance of this Agreement, 21co shall not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. 21co will further fully comply with all provisions of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Executive Order 11246, as amended, and each and every other federal and state employment law, and regulations and orders issued pursuant thereto to the extent the same are applicable to its performance hereunder.

M. Copyright. ZPA agrees that any work product, materials, and/or intellectual property created by 21co in connection with this Agreement will remain the property of its creator. All works of authorship prepared by 21co under this Agreement are not “works made for hire” as contemplated by Sections 101 and 102 of the U.S. Copyright Act of 1976 as amended, and shall remain the property of 21co. However, 21co hereby irrevocably transfers and assigns to ZPA in perpetuity throughout the world any and all licenses for its personal use.

N. Agency not Intended. 21co has no power or right to incur liability or obligation in the name of ZPA. 21co has no right to bind ZPA to any contracts or agreements.

O. Good Faith. 21co and ZPA agree to act in good faith at all times and acknowledge that the quality of services, response to clients, and public image of one directly reflect upon the other. Both parties agree to conduct themselves and deliver services in such a manner that reflects in the best possible light upon one another.

[Signature Page to Follow]

Section 6: Signatures

By signing below both Parties agree to the terms of this Agreement.

By: ZEST Preparatory Academy, Inc.
Brannon Jones
Board Chair

Signature

Date

By: 21Cobalt Consulting, LLC
Morgan Felts
Managing Partner

Signature

Date

Exhibit A



Zest Preparatory Academy

Governing Board Support Services

September 25, 2024

—

Morgan Felts, Managing Partner

21Cobalt.com

Morgan.Felts@21Cobalt.com

About 21Cobalt

We are educational visionaries driven by a passion for fostering environments that inspire growth and success. At 21Cobalt, we specialize in providing comprehensive educational consulting services tailored to meet the unique needs of Georgia charter schools, authorizers, and other educational organizations. Our goal is to work closely with clients to identify and remove barriers to student and school success in a manner consistent with a school's charter contract and legal obligations.

Our approach is rooted in collaboration, innovation, and evidence-based practices. We work closely with our clients to understand their specific goals, challenges, and aspirations, and then develop customized solutions to address them effectively. Whether it's providing governance support, developing strategic plans, implementing operational assessments, improving policies, or enhancing your back office, we are committed to delivering results that drive positive change and elevate student outcomes. 21Cobalt strives to support operations and technical compliance to ease the administrative burden for clients and ensure projects are completed with fidelity.

At 21Cobalt, we believe that every student deserves access to high-quality education, and we are proud to partner to make that vision a reality.

The Team

Staffed by Gregg Stevens and Morgan Felts, 21Cobalt hosts over three decades of collective charter and education experience. Our team is dedicated to empowering our clients with the knowledge, tools, and strategies they need to navigate a variety of complex landscapes.



Gregg Stevens, Managing Partner & Founder

Gregg is an engaging leader with unparalleled charter expertise. Prior employers include the Georgia Department of Education, the State Charter Schools Commission of Georgia, and the Georgia Charter Schools Association. Gregg is an attorney and reformed bureaucrat who utilizes his specialized knowledge to support governing boards and school leaders. Through a keen understanding of governance, law, and policy, Gregg works closely with clients to establish strong and effective solutions.



Morgan Felts, Managing Partner

Morgan joined the 21Cobalt team in March 2024. She most recently served as the Chief Operations Officer for the State Charter Schools Commission of Georgia. Morgan is an attorney and licensed Project Management Professional (PMP). Utilizing her talents for strategic planning, project management, and logistical execution, Morgan is able to provide clients with unique insight and effective solutions. Moreover, Morgan's extensive experience and knowledge of charter school financial and operational performance provides 21Cobalt clients with enhanced service and support to exceed their goals.

Project Objectives

To support Zest Preparatory Academy’s Governing Board (“Board”) in fulfilling its responsibilities for exercising substantive control over the management and operation of Zest Preparatory Academy over such areas as personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations.

To provide the Board with enhanced infrastructure, standardized processes and ongoing coaching to support seamless governance aligned with the school’s strategic objectives.

Project Scope

21Cobalt will provide governance support services tailored specifically for Zest Preparatory Academy. Our focus will be on ensuring good governance while driving outcomes through strategic decision-making backed by data. 21Cobalt’s comprehensive services are designed to empower the Board to be fully engaged and operate in an effective and compliant manner. Leveraging the tools at our disposal, we aim to facilitate informed decision-making that not only meets regulatory requirements but also maximizes the impact of Zest Prep’s initiatives.

Governing Support Services
Governing Board Liaison – Customized Tier 2 Support
<ul style="list-style-type: none">• In collaboration with Board and School Leadership, organize board and committee meeting agendas in alignment with the school’s annual calendar and immediate needs to empower board decision-making;• Support organization and implementation of board records, policies, and administrative affairs to ensure compliance with applicable rule and law (e.g. required documents on website);• Support board member recruitment, succession planning and onboarding of new board members as needed;• Provide advice and counsel regarding best practices during board and committee meetings (upon request);• Provide operational and governance advice and counsel to support the Board in fulfilling its fiduciary duties;• Collaborate with Board and School Leadership to further establish Board and Committee infrastructure to streamline accountability and support for the school’s academic, financial, and operational performance;• Collaborate with the Board and School Leadership to identify key priorities for Board and Committee action;• Provide up to 12 hours of required SCSC-training for governance credit;• Provide strategic support and counsel regarding facility needs and development; and

- Assist with policy development to meet school needs, ensure compliance and address policy gaps.
- *Tier 2 Services generally include an average between 20-25 hours per month of services inclusive of meeting times.*

Project Schedule

Tentative Timeline	Description/Deliverable
October 2024	Finalize Engagement & Suite of Supports Conduct Immediate Needs Assessment Align On General Implementation
November 2024 – January 2025	Implementation of Customized Suite of Supports
February 2025	Review and Evaluate Progress, Reassess Needs, Revise Support if Needed
<i>21Cobalt is committed to adjusting our approach to meet the needs of Zest Preparatory Academy.</i>	

Project Cost

21Cobalt will provide the above-referenced scope and schedule in accordance with the following fee schedule. Pricing is based on a monthly service fee with a 3-month minimum.

Service/Tier	Contract Length	Monthly Fee
Governing Board Liaison – Customized Tier 2 Support	3 months	\$8,000
Governing Board Liaison – Customized Tier 2 Support	6 months	\$7,000
Governing Board Liaison – Customized Tier 2 Support	12 months	\$6,000
<i>21Cobalt requires an upfront client engagement fee equivalent to 10% of the total contract value. For example, for a 12-month contract valued at \$72,000, the engagement fee would be \$7,200, with monthly invoices of \$5,400 thereafter. Please note that the engagement fee is part of the overall contract value and does not increase the total cost.</i>		

Additional Details

21Cobalt will regularly engage and collaborate with the Board to make improvements in our service approach as needed. We will provide the Board with written evaluations, summaries, recommendations, and reports in the form and manner requested. Further, 21Cobalt will adhere to all Board and school policies, undergo all requisite training, keep all student and confidential information as required by law, and submit to any criminal record checks that may be necessary to effectuate the services as described. Any 21Cobalt representative will adhere to any applicable conflict of interest policy and will also disclose any conflict or potential conflict that may arise during the course of our services. To ensure that students, staff, and stakeholders receive appropriate support, 21Cobalt will be happy to adjust this proposal or services provided to better meet the needs of the Zest Preparatory Academy and its Students.