The Wright Community School

The Wright Community School Board Meeting

Published on September 14, 2026 at 10:48 AM EDT

Date and Time

Wednesday September 16, 2026 at 6:00 PM EDT

Location

[384 Northyards Boulevard NW, Atlanta, GA 30313]

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:00 PM**
A.	Call the Meeting to Order		Antonio Vance	
B.	Record Attendance		Antonio Vance	1 m
C.	Approve Agenda	Vote	Antonio Vance	5 m
D.	Approve Minutes	Approve Minutes	Antonio Vance	
II.	**Community Spotlight**			**6:06 PM**
A.	Community Partnership: Resurgence Hall	FYI	Tiana Stephenson	5 m

The Wright Community School has been invited to their High School Fair. It will be great opportunity to connect with rising 9th graders from our enrollment areas.

		Purpose	Presenter	Time
III.	**Division Reports**			**6:11 PM**
A.	Chief Executive Officer	FYI	Tiana Stephenson	5 m

- Board Member Recruitment (Full Board by October)
- Marva Tutt resignation

B.	Operations	Discuss	Tiana Stephenson	5 m

- Update on 22 Beacon Legal Meeting
- Facilities Update

C.	Finances	FYI	Tiana Stephenson	5 m

- MYP Budget Draft

IV.	**Action Items**			**6:26 PM**
A.	WCS Enrollment and Lottery Policy, Revised September 14, 2026	Vote	Antonio Vance	5 m

Revision of the Enrollment and Lottery Policy adopted November 19, 2025. Governs admission for grades 6 through 12 across Clayton, DeKalb, and Henry counties: attendance zone and age eligibility, enrollment capacity, the October 1 to January 31 application window, the two enrollment preferences (sibling, then board member or teacher or paraprofessional child), public lottery procedures and records, notification and offer deadlines, registration documentation, protections for students experiencing homelessness, students in foster care, and military families, re-registration and withdrawal, and complaint and appeal rights. The substantive change is in Section 6. Because SCSC Rule 691-2-.05(3) bars the school from asking about family socioeconomic status on the admission application, weighted lottery information now moves to a separate voluntary supplemental form kept outside the application record. The motion should also confirm the 1.25 weighting multiplier for economically disadvantaged applicants, which the policy requires the board to adopt annually in a public meeting and publish before open enrollment opens.

		Purpose	Presenter	Time
B.	Criminal Background Checks of Governing Board Members Policy, 2026	Vote	Antonio Vance	5 m

Action: motion to approve the revised policy, effective on the date of adoption
Supersedes the policy approved October 29, 2025, which superseded the October 30, 2024 policy. Governance Committee is the policy owner. Establishes when board members and candidates must complete fingerprint based criminal history checks, how those checks are processed through GCIC and the FBI for non-employees, and how results are evaluated. Requires a cleared fitness determination before a candidate is seated, a new check every five years or at the start of a new term, annual documentation before any contact with students, and a signed annual attestation from every member due September 30. Also sets a 48 hour self reporting duty for any arrest or charge, a for cause check process, presumptively disqualifying offense categories, individualized assessment for everything else, and a five step notice and due process sequence before any adverse decision. Confidentiality, records retention, and Open Records handling appear in Sections 10 and 11. Appendices are the consent and disclosure form, the annual attestation, the Governance Committee compliance log, and an authority index. Adoption requires signature by the Board Chair and Secretary.

		Purpose	Presenter	Time
C.	Conflict of Interest, Ethics, and Related-Party Transactions Policy, 2026	Vote	Antonio Vance	5 m

Action: motion to approve the revised policy, including the Nominal Value amount and the micro-purchase threshold decision
Supersedes the Conflict of Interest Policy adopted October 29, 2025. Full rewrite covering board members, officers, employees, agents, contractors, and committee members with board delegated powers. Consolidates four bodies of law into one document: Georgia charter school law under O.C.G.A. § 20-2-2084 as amended in 2025, the Georgia Nonprofit Corporation Code related party transaction provisions, the federal Uniform Guidance at 2 C.F.R. Part 200, and the excess benefit transaction rules at 26 U.S.C. § 4958. New since the prior version: nepotism and related party employment, a standalone gift and gratuity section with an absolute bar during active procurements, organizational conflicts of interest, discipline for federal procurement violations, suspension and debarment verification, open meetings and open records procedures, contracting and procurement safeguards, and non-retaliation. Includes a Summary of Revisions for the packet and four appendices: annual disclosure, federal awards standards of conduct acknowledgment, transaction-specific disclosure and recusal record, and the compensation and related party approval checklist. The motion must name two figures the policy leaves blank for the board: the Nominal

		Purpose	Presenter	Time

Value dollar amount per source per school year in Section 3, and whether WCS will self certify a micro-purchase threshold above the Federal Acquisition Regulation amount under Section 9.4. Adoption requires signature by the Board Chair and Secretary.

		Purpose	Presenter	Time
D.	Conflict of Interest Policy and Annual Disclosure Statement	Vote	Antonio Vance	5 m

Action: motion to approve the policy and adopt the Annual Disclosure Statement form
Article format version of the conflict of interest policy with the Annual Disclosure Statement built in as Part Two. Board Secretary is the policy owner and the review cycle is annual at the first regular meeting of each fiscal year. Part One covers statutory qualifications and prohibitions under O.C.G.A. § 20-2-2084(e) and (f), family members of board members and school leadership, board compensation, governance training, the duty to disclose, the procedure for addressing a conflict including the qualified director approval route, compensation and excess benefit transactions, records of proceedings, annual statements, periodic reviews, violations, and administration and amendment. Part Two is the signed disclosure statement completed on election, appointment, or hire and annually thereafter, with an acknowledgment section, certification of the five statutory qualifications, ten disclosure questions, and Schedule 1 for describing any disclosed interests. Approval also directs the Secretary to collect signed statements from every director, officer, key employee, and committee member with board delegated powers.
Note for the chair: items 3 and 4 are two versions of the same policy and the board cannot adopt both as the governing conflict of interest policy. If the board wants the federal grant compliance coverage, adopt item 3 as the policy and take item 4 up only as the annual disclosure statement form. Otherwise item 3 should be tabled.

		Purpose	Presenter	Time
E.	Executive Director Employment Agreement, FY27 through FY32	Vote	Antonio Vance	5 m

Action: motion to approve the agreement and authorize the Board Chair to execute it, with the Executive Director absent from the deliberation and the vote
Employment agreement between The Wright Community School and Tiana N. Stephenson as Executive Director, replacing in full the Executive Director Letter of Agreement dated August 29, 2024 and any amendments to it. The term runs from the effective date through June 30, 2032, matching the school's charter contract term with the SCSC, and terminates automatically if the charter ends earlier. Covers planning year duties leading to the August 2027 opening, planning year compensation and healthcare stipend, compensation and benefits once the school opens, the framework for an annual performance incentive tied to board adopted goals and capped at fifteen

Purpose | Presenter | Time

percent of base salary, compensation approval and reasonableness review under 26 U.S.C. § 4958 and 26 C.F.R. § 53.4958-6, annual evaluation, termination and severance terms, background check and credential contingencies, confidentiality and protected reporting, compliance and ethics obligations, and insurance and indemnification. Before the vote the board must review comparability data and document the basis for finding total compensation reasonable. Action must be taken at a properly noticed meeting and recorded in the minutes.

V. Closing Items — 6:51 PM

A. Adjourn Meeting — Vote

Coversheet

Approve Minutes

Section:	I. Opening Items
Item:	D. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	2026_03_07_board_meeting_minutes (2).pdf 2026_06_24_board_meeting_minutes (2).pdf

APPROVED

The Wright Community School

Minutes

The Wright Community School Board Meeting and Retreat

3.7.2026 WCS Board Meeting and Retreat

Date and Time
Saturday March 7, 2026 at 9:00 AM

Location
100 Hartsfield Centre Parkway, Suite 500, Atlanta, GA 30354

Directors Present
A. Vance, D. Howard Wayne, M. Tutt, O. Carter, T. Ball

Directors Absent
None

Guests Present
T. Stephenson

I. Opening Items

A. Call to Order

B. Call the Meeting to Order

A. Vance called a meeting of the board of directors of The Wright Community School to order on Saturday Mar 7, 2026 at 9:54 AM.

C. Attendance

The following members of The Wright Community School Board of Directors were recorded at the meeting:

- Dr. Okevia Carter — Present
- Dr. Antonio Vance — Present
- Dr. Marva Tutt — Absent
- Dr. Tamika Ball — Present

Quorum was established with three of four board members present.

II. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:32 AM.

Respectfully Submitted,
B. Admin

The Wright Community School Inc is a 501(c)(3) organization.

The Wright Community School

Minutes

June 2026 - Board Meeting

WCS Board Meeting

Date and Time
Wednesday June 24, 2026 at 6:00 PM

Location
In-person: Address: 384 Northyards Boulevard NW, Atlanta, GA 30313

LiveStream on YouTube: https://www.youtube.com/@TheWrightCommunitySchool

Join for a Public Comment: https://us06web.zoom.us/j/96475814918?pwd=zzHR3tvNiCNLkmbnoJ3IxrpLsaEbyk.1

Directors Present
A. Vance (remote), D. Howard Wayne (remote), M. Tutt (remote), O. Carter (remote), T. Ball (remote)

Directors Absent
None

Guests Present
T. Stephenson (remote)

I. Opening Items

A.

Call the Meeting to Order

T. Stephenson called a meeting of the board of directors of The Wright Community School to order on Wednesday Jun 24, 2026 at 6:05 PM.

B. Record Attendance

C. Approve Agenda

Motion to approve the agenda for the June 24, 2026 board meeting.
The board **VOTED** to approve the motion.

D. Approve Minutes

Motion to approve the minutes from The Wright Community School Board Meeting and Retreat on 03-07-26.
The board **VOTED** to approve the motion.

II. Community Spotlight

A. Community Partnership: Family Bridge Inc

- The board recognized Family Bridge Inc., located in Jonesboro near Stockbridge, as this month's community partner.
- Family Bridge has partnered with the school for at least two years and has hosted the school at multiple events, including wellness workshops, trunk or treat, and jazz on the lawn.
- Family Bridge operates food pantries along with health and other community services.
- The school has received no fewer than five enrollment applications at every event where it has had a presence with Family Bridge.

III. Division Reports

A. Chief Executive Officer

- The school is entering its second year of deferment. Tiana will present a strategic plan at the August board meeting, as there is no July meeting. The plan will cover next steps, recruitment goals, initiatives aligned to the charter and petition, and grant related goals.
- Board recruitment is underway to grow from five members to at least seven, ideally nine, to bring more expertise to the board. Outreach includes alumni and career associations, LinkedIn, Indeed, and targeted referrals. Board members were asked to email recommendations to Tiana. The goal is a full board by the August retreat.
- Okevia Carter announced her resignation as Vice Chair due to professional growth and a relocation to Miami, Florida. The board expressed gratitude for her service.

- Year 1 will serve grades 6 through 9 at 25 students per cohort and up to six cohorts, for a maximum of 150 students. No more than four cohorts will be spread across grades 6 through 8, with two ninth grade cohorts, for no more than six homerooms. Eight core classroom teachers are planned.
- The draft Year 1 leadership plan has the Dean of Students and Culture overseeing academics and instruction, an operations role, and Tiana overseeing special education compliance with consultant support. Board members asked for stronger academic leadership in Year 1 so teachers are coached and supported from the start, suggesting an Assistant Principal of Academics and Instruction title rather than Instructional Coach, since titles carry weight in Georgia, and shifting an operations role toward instructional leadership. Tiana noted this is a first draft that will be revised based on board feedback before hiring.
- Teacher assistants are proposed as contracted roles at a modeled cost of $20,000 each to support literacy, flexible grouping, mastery based learning, and scaffolding. The board discussed rising IEP and 504 identification rates since COVID, noting charters may serve around 25 percent of students with an IEP or 504 or performing significantly below grade level, and emphasized planning for special education support and paraprofessionals, especially for high school and dual enrollment transition students.

B. Operations

- Discussions continue with 22 Beacon, owner of the Forest Park campus, about using the Sanctuary building, which has not been utilized. The campus has four buildings.
- 22 Beacon provided a letter of intent with basic conditions, with a target of July 1. The board received the proposed layout last week but has not yet received renovation and upfit cost estimates from the project management company.
- 22 Beacon would absorb the project management fee, a 3 percent developer fee, on top of leasehold improvements. The 3 percent is consistent with the prior FRC arrangement.
- Tiana sent over an 80 percent budget and asked to stay within the SCSC recommendation of 15 percent of total QBE funding for facilities. 22 Beacon verbally agreed, though the numbers are still pending.
- The school is awaiting the full pricing sheet and cost estimates in order to understand the line items and confirm the budget fit.

C. Finances

- A draft salary schedule and organizational chart were presented for board review. Both inform the first year budget and the five year plan.
- The salary schedule is built to mirror Clayton and Henry counties and the state salary schedule so the school remains competitive. Clayton County recently increased salaries, a half step in some areas and a full step in others.

- The budget is being updated with the back office provider to reflect the revised salary schedule and the increased Georgia retirement percentage for employer costs.
- The Year 1 org chart and five year staffing projection were provided. Tiana will re-send the documents and attach them to the board materials if they were not in the packet.
- A CSP supplement application was submitted and the school has been recommended to receive an additional $400,000, which would increase the CSP award from $1.5 million to $1.9 million. Final approval is pending an SCSC vote next Wednesday.
- The additional CSP funds are intended as a high school supplement to purchase CTE equipment. CSP waivers now allow more flexibility, including rent payments and school personnel salaries in Year 1.

IV. Action Items

A. 26-27 Board Meeting Schedule

- Two scheduling options were presented, the third Wednesday and the second Thursday of each month. The board added a third option to flip the timing so the regular meeting begins at 6:00 PM with executive session at 7:00 PM as needed.
- Two retreats were scheduled for the year, one in August and one in March. The dates discussed were August 22 and March 20.
- Tiana will send the updated 2026-27 board calendar along with individual calendar invites.

Motion to hold regular board meetings on the third Wednesday of each month at 6:00 PM for the 2026-27 school year, with executive session at 7:00 PM as needed.
The board **VOTED** to approve the motion.

B. Amended Bylaws for 2026-27

- The bylaws were updated to align with the nonprofit code, the charter school act, and SCSC rules, correcting language carried over from a generic template.
- Significant updates include a clearer separation between the chief executive officer and the school's executive director roles, with neither in a voting capacity, and updated director election processes that reflect actual practice.
- The board reviewed and discussed the changes.

Motion to accept the amended bylaws for the 2026-27 school year.
The board **VOTED** unanimously to approve the motion.

C. Board Succession Plan

The Wright Community School - Board Meeting - Agenda - Wednesday September 16, 2026 at 6:00 PM

- A board succession plan was presented to align with the amended bylaws and to streamline the procedures for filling board vacancies and planning for succession.
- The board reviewed the plan and accepted it.

Motion to accept the board succession plan.
The board **VOTED** to approve the motion.

D. Board Candidates

- Four candidates were presented for consideration: Sarah Fumaro, an operational leader with an early childhood and literacy focus; Dr. Jennifer McCants, with a dental and public health background, Head Start experience, and strong ties to south Fulton and south metro Atlanta; Nakoma Ross, an MBA with a finance background in CFO, bookkeeping, and financial analyst roles; and Keith Collins, a DeKalb County attorney with contract law and board leadership experience, including service as bar association president.
- Each candidate completed an initial screener conversation before a recorded interview. Some applicants were screened out earlier over time commitment, qualifications, or a misunderstanding of the board role.
- Board member survey ratings identified Keith Collins as the clear recommended candidate. The other three received mixed ratings and were suggested for further review.
- Dr. Tutt had not completed her review because she was attending a superintendent's retreat. The board agreed to pause final votes on the remaining three candidates and to conduct an offline vote once her review is complete.
- Interviews will continue next week, and Tiana will continue adding candidates and materials for board review.

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:00 PM.

Respectfully Submitted,
A. Vance

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Coversheet

Finances

Section:	III. Division Reports
Item:	C. Finances
Purpose:	FYI
Submitted by:	
Related Material:	MYP_Model_Updated_7_2026_Wright School (1) copy.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

MYP_Model_Updated_7_2026_Wright School (1) copy.xlsx

Coversheet

WCS Enrollment and Lottery Policy, Revised September 14, 2026

Section:	IV. Action Items
Item:	A. WCS Enrollment and Lottery Policy, Revised September 14, 2026
Purpose:	Vote
Submitted by:	
Related Material:	WCS Enrollment and Lottery Policy - Revised 9-14-2026.pdf

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WCS Enrollment and Lottery Policy

The Wright Community School

Adopted November 19, 2025 | Revised September 14, 2026

The Wright Community School (WCS) is a tuition-free public charter school authorized by the State Charter Schools Commission of Georgia (SCSC). WCS serves students in grades 6 through 12 who reside in Clayton County, DeKalb County, or Henry County. Enrollment at WCS is open to every eligible student in that attendance zone. WCS does not charge tuition, does not test or screen students for admission, and does not select students on the basis of academic ability, disability, behavior history, athletic ability, income, language, immigration status, or any other characteristic.

The legal authorities governing this policy are listed in Section 15, and the nondiscrimination commitments that bind every part of it are set out in Section 16.

1. Attendance Zone, Residency, and Age Eligibility

1.1 Attendance zone

The WCS attendance zone, as approved in the WCS charter, is:

- Clayton County
- DeKalb County
- Henry County

A student must reside within the attendance zone with a parent, legal guardian, or other person standing in loco parentis in order to be eligible for enrollment. Residency is defined by State Board Rule 160-5-1-.28 as occupying a dwelling within the boundaries of the local educational agency where the student lives with that adult.

1.2 Age and grade eligibility

Under O.C.G.A. § 20-2-150, a student is eligible for enrollment if the student:

- Has not attained the age of 20 by September 1 of the school year and has not received a high

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school diploma or the equivalent

- Is under the age of 21 and has not dropped out of school for one academic quarter or more
- Is a student with a disability who was enrolled in the preceding school year with an approved Individualized Education Program indicating that continued enrollment is necessary, in which case eligibility continues through age 21 or until a diploma is awarded

Eligibility is not affected by a student being married, a parent, or pregnant, or by a student having previously dropped out and reenrolled.

1.3 Grade placement

WCS serves grades 6 through 12 in accordance with the grade span approved in its charter, and opens enrollment for every grade served in which space is available. WCS does not restrict enrollment to particular grade levels within its approved span.

2. Enrollment Capacity

WCS shall not enroll more students at any point in the charter term than the maximum enrollment approved in its charter contract, consistent with SCSC Rule 691-2-.08. Before each open enrollment period, the Governing Board approves, and WCS publishes on its website, the number of seats available by grade level, calculated after seats are reserved for currently enrolled students who complete re-registration. Any increase in the approved maximum enrollment requires a charter amendment approved by the SCSC in advance.

3. Application Window

3.1 Dates

Milestone	Date
Applications open	October 1 of the preceding school year
Applications close	January 31 at 11:59 p.m. Eastern Time. If January 31 falls on a Saturday or Sunday, the

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Milestone	Date
	deadline moves to 11:59 p.m. on the next business day.
Public lottery	On or before the second Friday in February
Offers issued	Within three business days after the lottery

Applications submitted on or before the closing date are timely applications and are entered in the main lottery. Applications submitted after the closing date are accepted on a rolling basis and are added to the waiting list in the order received, behind all applicants from the main lottery, as described in Section 7.

3.2 Public notice

SCSC Rule 691-2-.05(5) requires WCS to actively communicate its enrollment and admission opportunities beginning no later than two weeks before the opportunity, and Rule 160-4-9-.05 requires lottery details to be posted on the school website at least two weeks in advance. WCS exceeds both minimums. WCS will:

- Post the open enrollment dates, the application link, and the date, time, and location of the lottery on the WCS website at least 30 days before the lottery
- Communicate the same information by email, text message, printed flyers, community bulletin boards, social media, and local media
- Provide the application in both digital and printed form, and provide translation and interpretation on request at no cost to the family
- Provide assistance completing the application by phone, by email, and in person on request

WCS does not place unreasonable barriers on the application. No account creation, payment, documentation upload, or in-person visit is required in order to submit an application.

3.3 Information collected on the application

Consistent with SCSC Rule 691-2-.05(3), the WCS application requests only the student's name, date of birth, grade level for the upcoming school year, county of residence, and basic contact information for the parent or guardian, along with the information needed to apply any enrollment preference claimed under

Section 4. Section 16 lists in full what WCS may not ask at the application stage.

4. Enrollment Preferences

As authorized by O.C.G.A. § 20-2-2066 and specified in the WCS charter, WCS applies the following enrollment preferences, in this order of priority, before conducting the random lottery:

- **First priority.** A sibling of a student currently enrolled at WCS who will remain enrolled in the upcoming school year.
- **Second priority.** A student whose parent or guardian is a member of the WCS Governing Board, a full-time WCS teacher, or a full-time or part-time WCS paraprofessional.

These are the only preference categories WCS applies. WCS does not extend a preference to children of other employees, contractors, vendors, founders, donors, or volunteers.

4.1 Definition of sibling

For purposes of this policy, sibling means a brother or sister by birth, adoption, marriage, or legal guardianship, including a half sibling, step sibling, adopted sibling, and foster sibling, who shares at least one parent or legal guardian with the applicant or who resides in the same household under the care of the same adult.

4.2 How preferences are applied

- Preference status is applied before the random drawing. Applicants holding a preference are placed first, in priority order, up to the number of seats available in the grade level.
- If more preference applicants apply for a grade level than there are seats in that grade level, a random lottery is held among the applicants within that preference category.
- Sibling preference is activated by a sibling who is currently enrolled and remaining enrolled. Selection of a student in the lottery does not retroactively create a sibling preference for that student's brothers or sisters in the same lottery. Twins, triplets, and other multiples who apply for the same grade level are drawn as a single unit so that they are admitted or waitlisted together, provided space allows.
- A family must claim a preference on the application. If a preference is not claimed by the

application deadline, it cannot be applied after the lottery, except to correct a WCS error.

- If a family's preference status changes after the application deadline, for example because an enrolled sibling withdraws or a parent's employment with WCS ends or begins, the status in effect on the application closing date governs the main lottery. A preference gained after the closing date applies to the next enrollment cycle.

4.3 Conflict of interest

A Governing Board member, officer, or employee who has a child or other family member in the applicant pool shall disclose that fact to the Board Chair before the lottery, shall take no part in conducting or administering the lottery, and shall take no part in any decision affecting that applicant. The disclosure is recorded in the lottery minutes.

4.4 Federal grant note

SCSC Rule 691-2-.05(2)(b) cautions that the use of all allowable enrollment preferences may affect a school's eligibility for federal Charter Schools Program grant funds. Before applying for or accepting CSP funds, WCS will review the preferences in this policy against the applicable federal requirements and will amend this policy if necessary to preserve eligibility.

5. Lottery

5.1 When a lottery is held

If the number of timely applications for a grade level does not exceed the seats available in that grade level, every applicant in that grade receives an offer of enrollment, subject to verification of residency and age. If the number of timely applications for a grade level exceeds the seats available, WCS conducts a random lottery for that grade level, as required by O.C.G.A. § 20-2-2066 and SCSC Rule 691-2-.05(4).

5.2 How the lottery is conducted

- The lottery is public. The date, time, and location are posted in advance. Seating is provided for observers. Families are welcome but are not required to attend, and attendance confers no advantage.

- The Governing Board approves this written lottery policy in advance, and WCS conducts the lottery in accordance with it.
- Each timely applicant is assigned a unique applicant number. Numbers are drawn at random, grade level by grade level, using either a certified random number generator or a physical drawing in which all entries are thoroughly mixed.
- Duties are separated. One staff member draws, a second records the order of selection, and a third announces results.
- An impartial third party who is not a WCS employee, Governing Board member, or relative of an applicant observes the lottery and certifies in writing that it was conducted according to this policy.
- Every applicant who does not hold an enrollment preference has an equal chance of being admitted, except for the weight described in Section 6.
- Drawing continues after all seats are filled until every remaining applicant in the grade level has been drawn. That order establishes the waiting list.

5.3 Lottery records

WCS maintains a transcript of the lottery showing the order of selection by grade level, minutes of the lottery event, the impartial observer's certification, the waiting list with each student's position, and written records of every offer and response. These records are subject to the Georgia Open Records Act and are retained for the current charter term and for at least three years after it ends. Student identifying information within those records is protected under FERPA and is redacted before public release. If the lottery is recorded on video, families are notified in advance that the recording may be subject to disclosure.

5.4 Correcting errors

If WCS discovers an error in the conduct of the lottery or in the application of a preference, the Executive Director shall notify the Governing Board Chair promptly and the Board shall determine the remedy at its next meeting or at a called meeting. Remedies are proportionate to the error:

- A minor error affecting one applicant, such as a preference wrongly omitted through WCS error, is

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corrected by placing the applicant in the position the applicant would have held, and by seating the applicant if a seat would have been offered

- An error affecting the order of the waiting list is corrected by reordering the list
- An error that materially affects the fairness of the drawing for a grade level is corrected by rerunning the lottery for that grade level

A student already seated is not removed to correct a WCS error. WCS notifies affected families in writing of the error and the remedy, and reports the error and the remedy to the SCSC.

6. Weighted Lottery

6.1 Authority

O.C.G.A. § 20-2-2066 permits a charter school to give educationally disadvantaged students an increased chance of admission through a weighted lottery if the school's charter permits it. State Board Rule 160-4-9-.04 defines educationally disadvantaged students as all or a subset of the following: students who are economically disadvantaged, students with disabilities, migrant students, limited English proficient students, neglected or delinquent students, and homeless students. State Board Rule 160-4-9-.05 requires a charter school to state whether it will use a weighted lottery and to describe the steps it will take to ensure equitable access for students representative of the diversity of its attendance zone.

WCS applies the weight to one subset of that definition: students who are economically disadvantaged. WCS uses the weighted lottery only to the extent its charter contract authorizes it. If the charter does not authorize a weighted lottery, WCS conducts a straight random lottery and this section does not apply until the charter is amended.

6.2 Purpose

The weight is intended to produce a student body that reflects the socioeconomic diversity of Clayton, DeKalb, and Henry counties. It is one part of the broader outreach, recruitment, and retention strategy described in Section 12. The weight is modest by design. It gives an economically disadvantaged applicant a slightly better chance of selection. It does not guarantee a seat to any applicant, and it does not exclude any applicant.

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6.3 How economically disadvantaged status is identified

This is a change from the prior version of this policy. SCSC Rule 691-2-.05(3) prohibits WCS from requesting information about a student's or family's socioeconomic status on the admission application. WCS therefore does not collect this information on the application itself. Instead:

- A separate, clearly optional supplemental form is made available alongside the application. The form is submitted directly to the WCS enrollment office and is not part of the application record used to determine eligibility.
- The form states plainly that completing it is voluntary, that declining to complete it has no effect on eligibility or on the applicant's chance of selection other than forgoing the weight, and that the information is used only to apply the lottery weight.
- A family may verify status by indicating participation in a qualifying federal benefit program, including the Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, the Special Supplemental Nutrition Program for Women, Infants, and Children, Medicaid, or federal housing assistance, or by household income and size against the federal free and reduced price meal guidelines. Direct certification data may be used where available.
- Responses are kept confidential, are stored separately from the application file, are not shared with staff involved in drawing the lottery beyond what is required to apply the weight, and are not used for any purpose other than the weight.
- A student identified as homeless under the McKinney-Vento Act or as a student in foster care is treated as economically disadvantaged for this purpose without a supplemental form.

6.4 The weight

The Governing Board adopts the weighting multiplier annually in a public meeting and publishes it on the WCS website no later than the first day of the open enrollment period. Until the Board adopts a different multiplier, the weight is 1.25, compared to a standard weight of 1.0 for all other applicants.

Applied, this means that for every one lottery entry granted to a non-qualifying applicant, a qualifying applicant receives 1.25 entries. If 40 qualifying applicants and 60 non-qualifying applicants apply for the same grade level, the qualifying group holds 40 x 1.25, or 50 entries, and the non-qualifying group holds 60 x 1.0, or 60 entries. The Board reviews the multiplier each year to confirm that it continues to provide only a slightly better chance of admission.

6.5 Cap on weighted seats

WCS does not currently cap the share of seats that may be filled by weighted entries. Every qualifying applicant receives the published weight. If the Board determines that a cap is necessary, the cap will be adopted in a public meeting and published on the WCS website before the open enrollment period in which it takes effect.

6.6 Consistency with antidiscrimination law

The weight is applied only on the basis of economic disadvantage. It is not applied on the basis of race, color, national origin, sex, religion, disability, or age, and it is not used as a proxy for any of those characteristics. WCS reviews the operation of the weighted lottery annually for consistency with the federal laws listed in Section 15.

7. Notification, Offers, and Acceptance

7.1 Notification

Within three business days after the lottery, WCS notifies every applicant's parent or guardian in writing, by email and by mail where an email address is not on file, of either an offer of enrollment or the student's position on the waiting list. WCS also attempts contact by telephone, up to three attempts, and by text message where a mobile number is on file. The results, by applicant number rather than by name, are posted on the WCS website.

7.2 Accepting a seat

- A family has 14 business days from the date of the offer to accept or decline in writing through the WCS registration portal.
- A family offered a seat from the waiting list before the school year begins has five business days to respond.
- A family offered a seat from the waiting list after the school year has begun has 72 hours to respond.

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- If a family does not respond within the applicable period, the seat is declined by default and the student is placed at the bottom of the waiting list for that grade level. WCS documents every attempt to reach the family.
- A family who misses a deadline because of a documented emergency, a language access barrier, or a WCS communication failure may ask the Executive Director to reinstate the offer. The Executive Director shall grant the request where the record supports it.

Acceptance of a seat confirms intent to enroll. It does not complete enrollment. Enrollment is complete when the registration requirements in Section 8 are met.

7.3 Waiting list

- A waiting list is established for each grade level in which capacity is reached, in the order drawn in the lottery.
- WCS informs each family of the student's position on the list and updates families on request and whenever the position materially changes.
- When a seat becomes available, WCS contacts the next family in order by telephone and email.
- Applications received after the closing date are added to the bottom of the list in the order received.
- The waiting list is valid only for the school year for which it was created. It does not carry over. A family must reapply during the next open enrollment period to be included in the following year's lottery.

8. Registration and Required Documentation

Registration documents are requested only after a seat is offered and accepted. No document below is required in order to apply or to be entered in the lottery.

8.1 Proof of age

State Board Rule 160-5-1-.28 requires WCS to accept evidence of age in the following order of preference. WCS may not require a birth certificate where an acceptable alternative is provided:

- A certified copy of a birth certificate

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- A military identification card
- A valid driver's license
- A passport
- An adoption record
- A religious record signed by an authorized religious official
- An official school transcript
- If none of the above is available, an affidavit of age sworn by the parent or guardian, accompanied by a statement from a licensed physician estimating the student's age

8.2 Proof of residency

A parent or guardian must provide documentation that the student resides in Clayton, DeKalb, or Henry County. WCS accepts:

- A signed lease or rental agreement, or a signed deed or current mortgage statement
- A current utility bill for gas, water, or electric service, dated within 60 days
- Where the family is not the owner or lessee of the dwelling, a notarized affidavit of residency from the family together with the owner's or lessee's documentation

A student experiencing homelessness, a student in foster care, and a student in the custody of the Department of Human Services or the Department of Juvenile Justice are exempt from the proof of residency requirement, as provided in Section 9.

8.3 Other required records

- Photo identification for the enrolling parent or guardian
- An official copy of the student's social security number, or a signed waiver declining to provide it. O.C.G.A. § 20-2-150 gives every parent and guardian the right to decline, and declining has no effect on enrollment. WCS states this right in writing on the registration form.
- Georgia Department of Public Health Form 3231, certificate of immunization, as required by O.C.G.A. § 20-2-771. A student may be admitted on a 30 calendar day waiver for a justified reason, extendable to 90 days where documentation shows an immunization series has begun and can be completed in that period. A student is exempt with a physician's certificate of medical exemption or

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a parent or guardian affidavit of religious objection.

- Georgia Department of Public Health Form 3300, certificate of vision, hearing, dental, and nutrition screening. Under DPH Rule 511-5-6, a student admitted without the certificate has three months following admission to present it, and the screenings must have been completed within one year before first enrollment.
- An IEP, 504 plan, evaluation report, or medical or specialized services documentation, if applicable, so that WCS can provide services from the first day of attendance
- Withdrawal documentation from the previous school, if applicable
- Disciplinary history disclosure for students entering grades above grade three, as required by State Board Rule 160-5-1-.28. This is collected at registration only, never on the application.

8.4 Deadlines

Table A. Registration deadlines and required documentation.

Deadline	Action and documentation required
October 1 to January 31	Submit the application for the upcoming school year. Applications must be received by 11:59 p.m. Eastern Time on January 31, or the next business day if January 31 falls on a weekend. Optionally submit the separate supplemental form for the weighted lottery.
On or before the second Friday in February	Public lottery is conducted. Offers and waiting list positions are issued within three business days.
Within 14 business days of the offer	Accept the seat in writing through the WCS registration portal. A family that does not respond within 14 business days is moved to the bottom of the waiting list.
No later than March 31	Photo identification for the enrolling parent or guardian. Proof of residency in Clayton, DeKalb, or Henry County. Proof of student age, in the order of preference set out in Section 8.1.
No later than July 31	Social security card or signed waiver. Form 3231 certificate of immunization, or a waiver, medical exemption, or religious objection

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Deadline	Action and documentation required
	affidavit. Form 3300 certificate of vision, hearing, dental, and nutrition screening. IEP, 504 plan, or other specialized services documentation, if applicable. Withdrawal documentation from the previous school, if applicable.
Within 10 school days of mid-year enrollment	A student enrolling after the school year begins is enrolled provisionally and submits all required documentation within 10 school days, consistent with State Board Rule 160-5-1-.28.

WCS notifies a family in writing at least 10 business days before a documentation deadline that a required item is missing, and offers assistance in obtaining it, including help obtaining a birth certificate or immunization record. If documentation remains incomplete after the deadline and after that notice, WCS may move the student to the bottom of the waiting list. WCS shall not do so where the delay is caused by an agency outside the family's control, by a protection in Section 9, or by a WCS error.

8.5 First day of attendance

A newly enrolled student is expected to attend on the first day of school. If a student does not attend and the family has not made prior arrangements with WCS, WCS contacts the family before taking any action and may then release the seat to the next student on the waiting list. This provision does not apply to a student protected under Section 9.

9. Students With Specific Legal Protections

9.1 Students experiencing homelessness

Under the McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11431 et seq., and State Board Rule 160-5-1-.28, a student who meets the McKinney-Vento definition of homeless is enrolled immediately, whether or not the student can produce proof of residency, proof of age, immunization records, school records, or guardianship documentation. WCS designates a homeless liaison, assists the family in obtaining records, provides transportation as required, and does not delay, segregate, or condition enrollment on documentation. A student experiencing homelessness who applies during the open enrollment window participates in the lottery on the same terms as every other applicant and receives the weighted lottery entry described in Section 6 without submitting a supplemental form.

9.2 Students in foster care

Under the Every Student Succeeds Act, 20 U.S.C. § 6311(g)(1)(E), and State Board Rule 160-5-1-.28, a student in foster care or in the custody of the Department of Human Services or the Department of Juvenile Justice is enrolled immediately, even when records are not yet available. WCS designates a foster care point of contact, participates in best interest determinations regarding school of origin, and transfers records within the timelines required by rule. A change in placement does not cause a student to lose a seat at WCS.

9.3 Military families

Under the Interstate Compact on Educational Opportunity for Military Children, O.C.G.A. § 20-17-1 et seq., and O.C.G.A. § 20-2-150, a child of a parent on active duty who has received official transfer orders may apply and enroll before physically establishing residency in the attendance zone, on the basis of the orders and a statement of intended address. WCS accepts unofficial records for provisional placement and requests official records promptly.

9.4 Students with disabilities and English learners

WCS is a local educational agency and provides a free appropriate public education to every enrolled student with a disability under IDEA and Section 504, regardless of the nature or cost of the services required. WCS provides language assistance services to English learners under Title VI and the Equal Educational Opportunities Act. Neither disability status nor English learner status is requested on the application, considered in the lottery, or used in any way to discourage an application. Families are not counseled out of applying or enrolling on the basis of a student's disability, language, or service needs.

9.5 Immigration status

Consistent with Plyler v. Doe, 457 U.S. 202 (1982), WCS does not inquire into the immigration or citizenship status of a student or of a parent or guardian, does not require a social security number as a condition of enrollment, and does not require documentation that would reveal immigration status.

10. Continuing Enrollment, Mid-Year Enrollment, and Withdrawal

10.1 Re-registration for current students

A currently enrolled student in good standing retains a seat for the following school year and does not reenter the lottery. WCS opens re-registration before the October 1 application window and communicates the deadline by website, email, text message, and posted notice. Seats not confirmed through re-registration by the published deadline are counted as available seats for the upcoming lottery, after WCS has attempted contact with the family at least three times and documented those attempts.

10.2 Mid-year enrollment

A student may apply at any time during the school year. If a seat is available in the student's grade level and no waiting list exists for that grade, the student is enrolled. If a waiting list exists, the student is added to the bottom of that list. A student enrolling mid-year is enrolled provisionally for up to 10 school days while records are obtained, consistent with State Board Rule 160-5-1-.28.

10.3 Withdrawal

A parent or guardian who withdraws a student completes the official WCS withdrawal form with the Data Clerk and indicates the school the student will attend. Under O.C.G.A. § 20-2-2066, a student may withdraw from WCS at any time and enroll in the public school to which the student is zoned without penalty. A withdrawn student who later wishes to return must reapply and, if the grade level is at capacity, reenter the lottery or join the waiting list.

10.4 Students subject to a disciplinary order of another school system

Under O.C.G.A. § 20-2-751.2, WCS may refuse to enroll a student who is subject to a current disciplinary order of suspension or expulsion from another school system, but only where all of the following are true:

- WCS has received a certified copy of the disciplinary order from the other system
- The order is still in effect

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- The offense that led to the order is one for which suspension or expulsion could be imposed under the WCS Student Code of Conduct

Any restriction lasts only for the remaining term of the existing order. It does not cause the student to lose a lottery seat. The seat is held, or the student is restored to the student's position, and the student is enrolled when the order expires. WCS does not ask about discipline history on the application. This provision does not apply to a student protected under Section 9.1 or 9.2, and WCS applies it consistently across all applicants and reviews its use annually for disparate impact.

11. Transparency, Records, and Complaints

11.1 Open meetings and open records

The WCS Governing Board is subject to the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. This policy, any amendment to it, the annual weighting multiplier, the annual count of available seats, and any cap on weighted seats are adopted in a properly noticed public meeting and posted on the WCS website. Enrollment and lottery records are public records, subject to redaction of personally identifiable student information under FERPA.

11.2 Student records

Records collected during application and registration are maintained in accordance with FERPA, 20 U.S.C. § 1232g. Supplemental weighted lottery forms are stored separately from student records, are accessible only to designated enrollment staff, and are destroyed at the end of the enrollment cycle except as needed to document the lottery.

11.3 Annual reporting and review

After each enrollment cycle, the Executive Director reports to the Governing Board in a public meeting on the number of applications received by grade level, the number of seats offered, the operation of preferences and the weighted lottery, the size of the waiting list, and the demographic composition of the enrolled student body compared with that of Clayton, DeKalb, and Henry counties. The Board uses that report to evaluate whether this policy is producing equitable access.

11.4 Complaints

A family who believes this policy was applied incorrectly may submit a written complaint to the Executive Director within 15 business days of the decision at issue. The Executive Director responds in writing within 10 business days. A family dissatisfied with that response may appeal in writing to the WCS Governing Board, which will consider the appeal at its next regular meeting or at a called meeting. A family may also contact the State Charter Schools Commission of Georgia. A complaint alleging discrimination may be filed with the United States Department of Education Office for Civil Rights.

12. Outreach, Recruitment, and Retention

The weighted lottery is one component of a broader effort to reach every community in the WCS attendance zone. WCS commits to:

- Community engagement. Information sessions at community centers, libraries, places of worship, housing communities, and neighborhood events across Clayton, DeKalb, and Henry counties, including neighborhoods with high concentrations of economically disadvantaged families.
- Targeted recruitment. Printed and digital materials distributed in the languages spoken by families in the attendance zone, stating the open enrollment dates, the grades served, the lottery date, and the fact that WCS is tuition-free and open to all eligible students.
- Accessible application support. Paper applications, phone and in-person assistance, interpretation and translation at no cost, and extended hours during the open enrollment window.
- Retention supports. Free and reduced price meals, transportation as required by law, tutoring, and academic and social-emotional interventions for students who need them.
- Annual evaluation. Review of enrollment data against attendance zone demographics, with adjustments to outreach where any community is underrepresented.

13. Policy Adoption, Review, and Amendment

This policy is adopted by the WCS Governing Board in a public meeting and is reviewed at least annually, before the opening of each application window. An amendment requires Governing Board approval in a public meeting. An amendment that changes the attendance zone, the grades served, the maximum

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enrollment, the enrollment preferences, or the use of a weighted lottery may also require a charter amendment approved by the SCSC, and WCS will seek that approval before implementing the change. The current version of this policy is posted on the WCS website throughout the year.

14. Frequently Asked Questions

Who is eligible to attend WCS?

- Any student in grades 6 through 12 who resides in Clayton, DeKalb, or Henry County with a parent, legal guardian, or other person standing in loco parentis, and who meets the age requirements in O.C.G.A. § 20-2-150.
- There is no test, no application essay, no interview, and no review of grades or discipline history.

When can I apply?

- Applications open October 1 and close January 31 at 11:59 p.m. Eastern Time. If January 31 falls on a weekend, the deadline moves to the next business day.
- Applications received after January 31 are still accepted, but they go to the bottom of the waiting list rather than into the main lottery.

Does it help to apply early?

- No. Every application received during the open window has the same standing in the lottery. Applying on October 1 gives no advantage over applying on January 30.

Is there a fee?

- No. WCS is a tuition-free public charter school. There is no application fee, no enrollment fee, no required donation, and no required volunteer commitment. No contribution of any kind affects a student's chance of admission.

Do I have to attend the lottery?

- No. The lottery is public and families are welcome to observe, but attendance gives no advantage and no one is required to be there. Results are communicated to every family in writing.

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What are the enrollment preferences?

- A sibling of a currently enrolled WCS student who will remain enrolled next year, and then a student whose parent or guardian is a WCS Governing Board member, a full-time WCS teacher, or a WCS paraprofessional.
- Preferences must be claimed on the application.

How does the weighted lottery work?

- Georgia law lets a charter school give educationally disadvantaged students a slightly better chance of admission if the school's charter allows it. WCS applies that weight to students who are economically disadvantaged.
- The multiplier is set by the Governing Board each year and published before applications open. Until the Board sets a different number, a qualifying applicant receives 1.25 lottery entries compared to 1.0 for other applicants.
- Because SCSC rules bar the school from asking about family income on the application itself, this information is collected on a separate optional form. Completing it is voluntary and declining costs a family nothing except the weight.

What documents will I need, and when?

- Nothing is required to apply. After you accept a seat, you will provide parent identification, proof of address, and proof of your student's age by March 31, and the social security card or waiver, immunization Form 3231, and screening Form 3300 by July 31.
- Table A in Section 8 lists every deadline. WCS will tell you in writing at least 10 business days before a deadline if something is missing, and will help you get it.

Do I have to give a social security number?

- No. Georgia law gives every parent and guardian the right to decline by signing a waiver, and declining has no effect on your student's enrollment.

What if we are staying with family, in a shelter, in a hotel, or in foster care?

- Your student enrolls immediately. Federal law and state rule require it, with no proof of residency, no records, and no delay. Contact the WCS enrollment office and ask for the homeless liaison or the

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foster care point of contact.

My student has an IEP or a 504 plan. Does that affect admission?

- No. WCS does not ask about disability on the application and cannot consider it in the lottery. Share the IEP or 504 plan after you accept a seat so services are in place on day one.

How will I hear the results?

- By email within three business days of the lottery, with telephone and text follow-up. You will receive either an offer or your student's position on the waiting list.

How long do I have to accept a seat?

- 14 business days after the offer. From the waiting list, five business days before the school year begins and 72 hours after it begins.

Does the waiting list carry over to next year?

- No. Each waiting list expires at the end of the school year it was created for. You must reapply during the next open enrollment window.

Does my current WCS student have to reapply each year?

- No. A currently enrolled student keeps a seat and does not reenter the lottery. You do need to complete re-registration by the published deadline.

What if I think something went wrong?

- Write to the Executive Director within 15 business days and you will receive a written response within 10 business days. You may appeal to the WCS Governing Board, and you may contact the State Charter Schools Commission of Georgia.

15. Legal Authority

This policy is adopted by the WCS Governing Board and is governed by the following authorities. Where any provision of this policy conflicts with law, SCSC rule, or the WCS charter contract, the law, rule, or contract controls.

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Georgia charter school law and rules

- Charter Schools Act of 1998, O.C.G.A. § 20-2-2060 et seq., including § 20-2-2065 (requirements for operation) and § 20-2-2066 (admission, enrollment, and withdrawal of students)
- SCSC Rule 691-2-.05, State Charter School Student Admissions and Lotteries
- SCSC Rule 691-2-.08, State Charter School Expansion, which governs the maximum enrollment WCS may serve at any point in its charter term
- State Board of Education Rule 160-4-9-.04 (charter school definitions) and Rule 160-4-9-.05 (charter school petition and admissions requirements)
- State Board of Education Rule 160-5-1-.28, Student Enrollment and Withdrawal
- The WCS charter contract with the SCSC

Georgia general education law

- O.C.G.A. § 20-2-150, eligibility for enrollment, including age requirements and the social security number waiver
- O.C.G.A. § 20-2-690.1, compulsory school attendance
- O.C.G.A. § 20-2-751.2, students subject to disciplinary orders of other school systems
- O.C.G.A. § 20-2-771 and Georgia Department of Public Health Form 3231, certificate of immunization
- O.C.G.A. § 20-2-770, DPH Rule 511-5-6, and Form 3300, certificate of vision, hearing, dental, and nutrition screening
- Interstate Compact on Educational Opportunity for Military Children, O.C.G.A. § 20-17-1 et seq.
- Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

Nonprofit corporate law

- Georgia Nonprofit Corporation Code, O.C.G.A. Title 14, Chapter 3, under which WCS is organized and operated as a public, nonsectarian, nonreligious, nonprofit school
- Section 501(c)(3) of the Internal Revenue Code, including the prohibition on private inurement and private benefit. No seat at WCS may be sold, promised, traded, or granted in exchange for a

donation, contribution, volunteer commitment, purchase, or any other consideration, and no person may receive an enrollment advantage because of a financial relationship with WCS

- Conflicting interest transaction provisions of O.C.G.A. § 14-3-860 et seq., and the WCS conflict of interest policy, which apply to any Governing Board member, officer, or employee with a family member in the applicant pool

Federal law

- Title VI of the Civil Rights Act of 1964 (race, color, national origin) and the Equal Educational Opportunities Act of 1974
- Title VII of the Civil Rights Act of 1964 (employment)
- Title IX of the Education Amendments of 1972 (sex)
- Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act
- Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq.
- Age Discrimination Act of 1975
- Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, Section 444 of the General Education Provisions Act
- McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11431 et seq.
- Every Student Succeeds Act foster care educational stability provisions, 20 U.S.C. § 6311(g)(1)(E)
- Plyler v. Doe, 457 U.S. 202 (1982). WCS does not inquire into the immigration status of a student or a parent or guardian at any point in the application or registration process

16. Nondiscrimination and Open Access

WCS shall not discriminate on any basis that would be illegal if used by a school system, as required by O.C.G.A. § 20-2-2066. This applies to recruitment, application, the lottery, registration, and continued enrollment.

WCS does not use admissions criteria or application questions that would not be used by a traditional public school. WCS does not require or consider:

- Letters of recommendation, essays, interviews, auditions, or entrance examinations

- Academic records, transcripts, grades, or test scores
- Special education status, an IEP, a 504 plan, or any disability-related information
- English learner status or any request for language assistance
- Race, ethnicity, religion, or socioeconomic status, which SCSC Rule 691-2-.05(3) expressly prohibits WCS from requesting on the admission application
- Discipline history, at the application stage
- A parent or guardian volunteer commitment, contribution, or fee of any kind

Information that WCS may not request on the application may be requested only after a seat has been offered and accepted, and only to the extent state law requires it for registration, placement, or the provision of services. Section 8 describes what is collected at registration and why.

Questions or Assistance

For questions about this policy, help completing an application, help obtaining a document, or a request for translation or interpretation, contact the WCS Enrollment Team.

- Email: enroll@thewrightcs.org
- Phone: 404-333-8975
- Website: www.thewrightcommunityschool.org

WCS provides this policy and the application in alternative formats and in other languages on request, at no cost to the family.

The Wright Community School

Adopted November 19, 2025 | Revised September 14, 2026

Coversheet

Criminal Background Checks of Governing Board Members Policy, 2026

Section:	IV. Action Items
Item:	B. Criminal Background Checks of Governing Board Members Policy, 2026
Purpose:	Vote
Submitted by:	
Related Material:	WCS_Board_Background_Check_Policy_2026.pdf

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The Wright Community School, Inc.

Policy: Criminal Background Checks of Governing Board Members

Recommended for Board adoption: September 2026
Supersedes: Policy approved October 29, 2025 (which superseded the policy approved October 30, 2024)
Policy owner: Governance Committee

1. Purpose

The Wright Community School, Inc. (WCS) is a Georgia nonprofit corporation and a state charter school authorized by the State Charter Schools Commission of Georgia (SCSC). WCS operates as its own local educational agency and is responsible for the safety of every student in its care.

This policy establishes when Governing Board members and Board candidates must undergo criminal history background checks, the legal channel through which those checks are conducted, how results are evaluated, what rights an individual has before any adverse decision, and how records are protected. It applies to Board members only. Screening of employees, contractors, vendors and volunteers is governed by the separate WCS Criminal Background Check and Fingerprinting Policy for Personnel.

2. Legal Authority

This policy is adopted under the following authority. Where Georgia law sets a floor, WCS may and does hold itself to a higher standard as a matter of governance.

2.1 Georgia charter school law and State Board rule

- State Board of Education Rule 160-4-9-.05(g)(8)(i) requires a charter school to have procedures ensuring that the school does not allow any faculty, staff, or governing board member contact with students without annual documentation of a successful background check, and to establish a requirement that faculty, staff and governing board members immediately disclose to the school any arrest or other occurrence that would have resulted in an unsuccessful background check had it occurred before the check.
- The SCSC standard charter contract (FY26 sample, Section 20.a) requires the school to comply with O.C.G.A. 20-2-211.1 relating to fingerprint and criminal record checks for all prospective staff members or any

individual who will have substantial contact with students, before beginning work at the school or having contact with students.

- O.C.G.A. 20-2-211.1 governs fingerprint and criminal record checks and Georgia Professional Standards Commission clearance certificates for educators. Subsection (d)(1) gives local units of administration the authority and responsibility to order criminal record checks through the Georgia Crime Information Center (GCIC) and the Federal Bureau of Investigation (FBI). Subsection (e) leaves the allocation of check fees to the discretion of the local unit.
- O.C.G.A. 20-2-2084(e)(1) requires each Governing Board member to be a United States citizen, a resident of Georgia, and not an employee of the school. Subsection (e)(2) governs conflicts of interest. Subsection (f) requires initial and annual Board training approved by the Commission.
- SCSC Rule 691-2-.03 provides for annual monitoring of state charter schools, including operational and legal compliance. Documentation produced under this policy is maintained so that it can be produced on request.

2.2 Georgia criminal history record law

- O.C.G.A. 35-3-34.2 authorizes fingerprint based state and national criminal history background checks on covered individuals at qualified entities that provide care, treatment, education, training, instruction, supervision or recreation to children. Covered individuals expressly include employees, contractors, volunteers, owners and operators, and any person with supervised or unsupervised access to children. The statute provides for a fitness determination communicated within fifteen business days and for the individual's right to challenge the accuracy of the record. WCS is a qualified entity under this section.
- O.C.G.A. 35-3-35 governs the release of Georgia criminal history records to public agencies, political subdivisions, authorities and instrumentalities. WCS obtains records in its capacity as a public entity under this section where applicable.
- O.C.G.A. 35-3-34 governs release of Georgia criminal history records to private persons and businesses, including nonprofit organizations, on the subject's fingerprints or signed consent on the form prescribed by GCIC. This section also requires that, before taking adverse action based on a record obtained from GCIC, the requester inform the individual that a record was obtained, tell the individual what the record contains, and explain how the information affected the decision. Failure to do so is a misdemeanor.
- O.C.G.A. 35-3-37 governs restriction of criminal history records. O.C.G.A. 42-8-62.1 and 42-8-62.2, as amended by HB 162 effective July 1, 2026, make restriction and sealing of qualifying first offender records mandatory rather than discretionary.

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- O.C.G.A. 35-3-38 makes it a crime to obtain criminal history record information under false pretenses, to disseminate it improperly, or to falsify it, with penalties of up to a $5,000.00 fine, two years imprisonment, or both for knowing violations.
- O.C.G.A. 42-1-12 establishes the Georgia State Sexual Offender Registry, which WCS queries as part of each check.

2.3 Federal law

- The National Child Protection Act and Volunteers for Children Act, 34 U.S.C. 40102, allow a qualified entity to request a nationwide background check on a covered individual to determine fitness for a role involving children. The statute requires that the individual sign a statement acknowledging that a check may be requested and describing appeal rights, entitles the individual to a copy of the background check report, and gives the individual the right to challenge the accuracy or completeness of the information and to receive a prompt determination on that challenge.
- If WCS uses a consumer reporting agency rather than obtaining records directly from GCIC or the FBI, the Fair Credit Reporting Act applies. 15 U.S.C. 1681b(b) requires a standalone written disclosure and written authorization before the report is obtained, and a pre adverse action notice that includes a copy of the report and the Summary of Consumer Rights before any adverse decision. 15 U.S.C. 1681m requires an adverse action notice afterward.
- Title VII of the Civil Rights Act of 1964 limits the use of criminal history in ways that produce unjustified disparate impact. WCS therefore uses individualized assessment rather than automatic exclusion, except where an offense category is disqualifying for reasons directly tied to student safety.

2.4 Georgia nonprofit corporation law

- O.C.G.A. 14-3-830 requires each director to act in good faith and with the degree of care an ordinarily prudent person in a like position would exercise under similar circumstances. Adopting, funding and monitoring this policy is an exercise of that duty.
- O.C.G.A. 14-3-808 governs removal of directors. Removal of a seated Board member under this policy follows that section and the WCS Bylaws.
- O.C.G.A. 14-3-1601 governs the corporate records WCS is required to keep, and 14-3-1602 governs inspection rights. Criminal history record information obtained under this policy is not a corporate record available for general inspection and is withheld as provided in Section 10.

- As a state charter school, WCS is subject to the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq. Section 10 explains how this policy operates within both.

3. Definitions

Board Member. Any voting director of the WCS Governing Board, including a candidate who has been selected but not yet seated, and any non voting or advisory member who will have contact with students.

Contact with Students. Any in person interaction with one or more WCS students at the school, at a WCS sponsored event, or on WCS sponsored transportation, other than presence at a public meeting or a public event open to the general community where students may also be present.

Substantial Contact with Students. Recurring or role based interaction with students, including mentoring, tutoring, chaperoning, interviewing or surveying students, coaching, recurring classroom visits, and participation in student discipline or grievance proceedings where students are present.

Unsupervised Access. Any circumstance in which a Board member may be alone with one or more students without a cleared WCS employee present.

Background Check. A fingerprint based criminal history record check processed through GCIC and forwarded to the FBI for a national check, together with a query of the Georgia State Sexual Offender Registry and the national sex offender public website.

Successful Background Check. A completed check that results in a fitness determination of cleared, documented in writing and dated, with no disqualifying result under Section 7 and no pending matter that would require further review.

Annual Documentation. Written evidence, dated within the preceding twelve months, that a Board member has a successful background check on file and has signed the annual attestation required by Section 4.D.

Authorized Official. The Executive Director, or a WCS employee designated in writing by the Executive Director, who receives results and makes fitness determinations. Where a determination concerns the Executive Director, the Board Chair serves as Authorized Official.

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4. Who Must Be Checked and When

A. Before seating

Every Board candidate must complete a fingerprint based Background Check and receive a fitness determination of cleared before being seated as a voting member. Pending a result, a candidate may not vote, may not access non public student information, and may not have Contact with Students.

If a result is delayed through no fault of the candidate, the Board Chair may seat the candidate provisionally for governance purposes only. A provisionally seated member may attend and participate in meetings and vote, but may not have Contact with Students and may not access non public student records, until the fitness determination is documented. Provisional seating expires ninety days after the fingerprints are submitted unless the Board extends it by recorded vote.

B. Five year renewal

Each Board member must complete a new fingerprint based Background Check every five years while serving, or at the start of a new term if that comes first. This mirrors the five year clearance certificate cycle that applies to WCS educators under O.C.G.A. 20-2-211.1 and keeps Board screening on the same cadence as personnel screening.

C. Annual requirement before any Contact with Students

No Board member may have Contact with Students unless WCS holds Annual Documentation of a successful Background Check for that member, as required by Rule 160-4-9-.05(g)(8)(i). A member who will have Substantial Contact with Students must satisfy this requirement before the first contact of each school year and again before any contact occurring more than twelve months after the last documented check.

Where Unsupervised Access is possible, the check must be fingerprint based and national in scope, processed under O.C.G.A. 35-3-34.2 and 34 U.S.C. 40102.

D. Annual attestation for all members

Every Board member, whether or not the member has Contact with Students, must sign the annual attestation at Appendix B by September 30 of each school year, or within thirty days of being seated if seated later. The attestation confirms that nothing has occurred since the member's last Background Check that would have produced an unsuccessful result and that the member continues to meet the eligibility requirements of O.C.G.A. 20-2-2084(e)(1).

The signed attestation, combined with the member's most recent successful check, constitutes the Annual Documentation required by Section 4.C.

E. For cause checks

The Board Chair or the Governance Committee may direct an interim Background Check at any time on a credible report of a safety concern, on receipt of information suggesting an undisclosed arrest or conviction, or where the SCSC or another authority requests it. A member who declines an interim check may not have Contact with Students and the matter is referred to the Governance Committee under Section 9.

F. Self reporting

A Board member must report to the Board Chair, in writing and within 48 hours, any arrest, criminal charge, indictment, plea, conviction, first offender or conditional discharge disposition, or entry on a sex offender registry occurring at any time during the member's term. Reporting an event is not itself a basis for removal. Failure to report is a separate and independent ground for removal under Section 9.

A report under this section is delivered to the Board Chair. If the report concerns the Board Chair, it is delivered to the Vice Chair or, if none, to the chair of the Governance Committee.

5. How Checks Are Conducted

Board members are not employees of WCS and, under O.C.G.A. 20-2-2084(e)(1), may not be. A clearance certificate from the Georgia Professional Standards Commission is therefore neither available to nor required of a Board member. Checks under this policy are processed through the channels that do reach nonemployees:

- Fingerprint based state and national checks under O.C.G.A. 35-3-34.2 and 34 U.S.C. 40102, submitted through GCIC to the FBI, for any Board member who has or may have access to students.
- Georgia criminal history record checks under O.C.G.A. 35-3-35 or, where applicable, O.C.G.A. 35-3-34 on the individual's fingerprints or signed consent on the form prescribed by GCIC.
- A query of the Georgia State Sexual Offender Registry maintained under O.C.G.A. 42-1-12 and of the national sex offender public website.

Fingerprints must be captured at an approved live scan site or by a vendor approved to submit to GCIC and the FBI. WCS may use an approved channeler or vendor. If the vendor is a consumer reporting agency, the disclosure, authorization and notice requirements of the Fair Credit Reporting Act apply in addition to everything in this policy, and the Authorized Official must confirm that the vendor's process satisfies them.

Results are returned to the Authorized Official, who makes and documents the fitness determination. The Authorized Official does not share the underlying record with the Board.

6. Fees

O.C.G.A. 20-2-211.1(e) leaves allocation of check fees to the discretion of the local unit. WCS pays the cost of the initial Background Check for every Board candidate and every check WCS directs under Section 4.E. The Board may, by recorded vote, allocate the cost of five year renewals to the school budget or to the individual member. Fees are never a barrier to service, and a member who cannot bear a renewal fee may request that WCS cover it; the Governance Committee grants such requests as a matter of course.

7. Fitness Determination

A. Presumptively disqualifying results

The following are presumptively disqualifying for Board service and absolutely disqualifying for any role involving Contact with Students:

- Any offense against a minor, including cruelty to children, child molestation, enticing a child, sexual exploitation of a minor, and trafficking of a minor.
- Any offense requiring registration under O.C.G.A. 42-1-12, and current registration on any state or national sex offender registry.
- Any sexual offense, whether or not the victim was a minor.
- Any violent felony, including murder, aggravated assault, aggravated battery, kidnapping, armed robbery, and any offense involving the use of a weapon against a person.
- Any felony involving fraud, theft, embezzlement, forgery or breach of fiduciary duty, given the fiduciary role of a director under O.C.G.A. 14-3-830.

B. Individualized assessment

For any other result, and before rebutting the presumption in Section 7.A as to general governance service, the Authorized Official conducts and documents an individualized assessment that considers:

- The nature and gravity of the offense or conduct.
- The time that has passed since the offense, the conduct, or the completion of any sentence.

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- The relationship between the offense and the duties of a Board member, and separately the duties of any student facing role sought.
- Evidence of rehabilitation, including employment history, references, community service, treatment completed, and the individual's own account.
- Whether the individual disclosed the matter in advance.

Fitness determinations are made individually. WCS does not apply an automatic exclusion based on the existence of a record alone, other than for the categories in Section 7.A as they apply to Contact with Students.

C. Information that may not be considered

The Authorized Official may not consider, and will not record, any of the following:

- Arrests or charges for which the individual was exonerated, acquitted, or which were dismissed or nolle prossed without an admission, except where the underlying conduct is separately established.
- Records restricted or sealed under O.C.G.A. 35-3-37.
- First offender records restricted or sealed under O.C.G.A. 42-8-62.1 or 42-8-62.2, including records restricted under the mandatory provisions effective July 1, 2026.
- Any record GCIC is prohibited from disclosing.
- Juvenile adjudications, except where disclosure is required by law.

8. Notice and Due Process Before an Adverse Decision

Before WCS declines to seat a candidate, removes or restricts a seated member, or denies a student facing role based in whole or in part on criminal history information, the Authorized Official must complete each of the following steps and document them:

Step 1. Written notice. Tell the individual in writing that a criminal history record was obtained, identify the source, describe what the record contains, and explain how the information bears on the decision under consideration. This is required by O.C.G.A. 35-3-34 and its omission is a misdemeanor.

Step 2. Copy of the report. Provide the individual a copy of the background check report, as required by 34 U.S.C. 40102. Where a consumer reporting agency produced the report, also provide the Summary of Consumer Rights required by 15 U.S.C. 1681b(b)(3).

Step 3. Opportunity to respond. Give the individual at least ten business days to challenge the accuracy or completeness of the record, to submit record restriction or expungement documentation, or to present rehabilitation

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evidence under Section 7.B. WCS will extend that period on a showing that a challenge is pending with GCIC or the FBI.

Step 4. Prompt determination. Issue a written determination on the challenge as required by 34 U.S.C. 40102, and complete the individualized assessment under Section 7.B before the decision is final.

Step 5. Final notice. Communicate the final decision in writing. Where a consumer reporting agency was used, issue the adverse action notice required by 15 U.S.C. 1681m.

An individual may ask the Governance Committee to review a final determination. The Committee's review is limited to whether this policy was followed and whether the determination was supported. The Committee does not receive the underlying record; it receives the Authorized Official's written determination and the individual's written response.

9. Effect of an Unsuccessful, Incomplete or Undisclosed Result

- A candidate who does not clear is not seated. The Governance Committee records only that the candidate did not meet the screening requirement.
- A seated member whose renewal or for cause check does not clear is immediately barred from Contact with Students and from access to non public student information, pending Section 8.
- Removal of a seated member follows the WCS Bylaws and O.C.G.A. 14-3-808. Where the Bylaws permit removal by the Board, the vote is taken in an open meeting as required by O.C.G.A. 50-14-1, although the deliberation may occur in executive session under O.C.G.A. 50-14-3(b)(2).
- A member who refuses to submit to a required check, refuses to sign the annual attestation, or fails to self report under Section 4.F is treated as not having Annual Documentation and is barred from Contact with Students. The Governance Committee may recommend removal on that basis alone.
- Resignation ends the matter as to Board service. WCS still reports to law enforcement or to the Georgia Professional Standards Commission where reporting is required by law.

10. Confidentiality, Dissemination and Public Records

- Criminal history record information obtained under this policy may be used only to determine fitness under this policy. It may not be redisseminated. O.C.G.A. 35-3-38 makes knowing misuse punishable by a fine of up to $5,000.00, up to two years imprisonment, or both.
- Records are stored separately from general corporate and personnel files, in a locked or access controlled location, and are accessible only to the Authorized Official and to legal counsel. A director's inspection rights

under the Georgia Nonprofit Corporation Code do not extend to criminal history record information held under this policy.

- Board minutes reflect only whether a member met the screening requirement and the date of the determination. Minutes do not reference the content of any record.
- Deliberation about the fitness, appointment, discipline or removal of a Board member may occur in executive session under O.C.G.A. 50-14-3(b)(2). The presiding officer executes the affidavit required by O.C.G.A. 50-14-4(b)(1), and any vote is taken in open session.
- In response to an Open Records request, WCS produces the fact and date of compliance and withholds criminal history record information and associated personal identifiers under the applicable exemptions in O.C.G.A. 50-18-72, including subsections (a)(2), (a)(8), (a)(11) and (a)(20), and under the dissemination limits in O.C.G.A. 35-3-34.2 and 35-3-38. WCS cites the specific exemption in writing as the Act requires.

11. Records Retention

WCS retains, for each Board member, the signed consent and disclosure form, the date each check was submitted and completed, the written fitness determination, the annual attestations, and any Section 8 correspondence. These are retained for the duration of service and for five years after service ends, then destroyed securely, unless a longer period is required by law, by the charter contract, or by a litigation hold.

Copies of the underlying criminal history record itself are destroyed once the fitness determination is documented and any Section 8 process is complete, unless retention is required by law. The determination, not the record, is what WCS keeps.

12. Administration and Oversight

- The Governance Committee owns this policy, tracks compliance using the log at Appendix C, and reports compliance status to the full Board at least annually and before any new member is seated.
- The Executive Director, as Authorized Official, manages submission, receives results, makes fitness determinations, and maintains the records described in Section 11.
- Compliance documentation is maintained in a form that can be produced to the SCSC under its annual monitoring process, Rule 691-2-.03, and to the authorizer on request.
- This policy is coordinated with, and does not replace, the WCS Criminal Background Check and Fingerprinting Policy for Personnel, the WCS Conflict of Interest Policy adopted under O.C.G.A. 20-2-2084(e)(2), the WCS Volunteer and Visitor Policy, and the WCS Records Retention Policy.

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- Board members also complete the initial and annual governance training required by O.C.G.A. 20-2-2084(f). Training and screening are tracked together.

13. Review and Effective Date

This policy takes effect on the date of Board adoption and supersedes the policy approved October 29, 2025. The Governance Committee reviews it annually and recommends amendments to reflect changes in Georgia law, State Board rule, SCSC rule or charter contract terms, GCIC or FBI process, or federal law.

Adopted by the WCS Governing Board on ______________.

Board Chair: ______________ Secretary: ______________

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Appendix A. Consent, Disclosure and Acknowledgment of Rights

Complete before any Background Check is submitted. Return to the Authorized Official.

Name (as it appears on government identification): ___________________________

Any other names used: ___________________________

Date of birth: __________ Address: ___________________________

Email: _____________________ Phone: _____________________

Consent. I authorize The Wright Community School, Inc. and any vendor or channeler it uses to obtain a fingerprint based state and national criminal history record check on me through the Georgia Crime Information Center and the Federal Bureau of Investigation, and to query state and national sex offender registries, for the purpose of determining my fitness to serve on the WCS Governing Board and, where applicable, to interact with WCS students. I understand this consent is given on the form prescribed by GCIC where one is required.

Acknowledgment of rights. I have been notified that WCS may request a background check on me. I understand that I am entitled to obtain a copy of any background check report, that I may challenge the accuracy or completeness of the information in it, and that I am entitled to a prompt determination on any such challenge, as provided by 34 U.S.C. 40102. I understand that if an adverse decision is contemplated, WCS will tell me in writing what the record contains and how it affects the decision before the decision is final.

Eligibility. I certify that I am a United States citizen, a resident of Georgia, and not an employee of The Wright Community School, as required by O.C.G.A. 20-2-2084(e)(1).

Ongoing duty. I agree to report to the Board Chair in writing within 48 hours any arrest, charge, indictment, plea, conviction, first offender or conditional discharge disposition, or sex offender registry entry occurring during my term.

Signature: ___________________________ Date: __________

If a consumer reporting agency is used, a separate standalone Fair Credit Reporting Act disclosure and authorization is provided with this form.

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Appendix B. Annual Board Member Attestation

Due September 30 each school year, or within 30 days of being seated.

School year: 20___ to 20___ Name: ____________________________

Date of my most recent completed background check, to the best of my knowledge: ___________

I attest that, since that check:

- I have not been arrested, charged, indicted, or convicted of any criminal offense, and have not entered any plea, first offender disposition or conditional discharge, other than any matter I have already reported in writing to the Board Chair.
- I am not registered, and am not required to register, on any state or national sex offender registry.
- I remain a United States citizen, a resident of Georgia, and not an employee of The Wright Community School.
- I have read the current Criminal Background Checks of Governing Board Members policy and understand my duty to report within 48 hours.

Do you expect to have contact with WCS students during this school year, in any role other than attending a public meeting or public community event? Yes ____ No ____

If yes, describe the role or activity: ____

Signature: ____________________________ Date: ___________

For office use. Annual Documentation complete: Yes ____ No ____ Verified by: ___________ Date: ___________

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Appendix C. Governance Committee Compliance Log

Maintained by the Governance Committee. Contains compliance status only. It does not contain, and must not contain, the content of any criminal history record.

Board member	Seated on	Initial check cleared	5 year renewal due	Annual attestation on file	Student contact this year	Annual documentation complete

Reviewed by the Governance Committee on __________. Reported to the Governing Board on __________.

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Appendix D. Authority Index

Authority	What it governs	Where it appears
Ga. Comp. R. & Regs. 160-4-9-.05(g)(8)(i)	Annual documentation of a successful background check before any faculty, staff or governing board member has contact with students; immediate disclosure of arrests	Sections 2.1, 4.C, 4.F
SCSC standard charter contract, Section 20.a	Compliance with O.C.G.A. 20-2-211.1 for staff and any individual with substantial contact with students	Sections 2.1, 4.C
O.C.G.A. 20-2-211.1	Fingerprint and criminal record checks, clearance certificates, LEA authority to order GCIC and FBI checks, allocation of fees	Sections 2.1, 4.B, 6
O.C.G.A. 20-2-2084(e) and (f)	Board member eligibility, conflicts of interest, initial and annual training	Sections 2.1, 4.D, 12, Appendix A
SCSC Rule 691-2-.03	Annual monitoring of state charter schools	Sections 2.1, 12
O.C.G.A. 35-3-34.2	Fingerprint based state and national checks on covered individuals at qualified entities serving children; fitness determination; challenge rights	Sections 2.2, 4.C, 5, 10
O.C.G.A. 35-3-35	Release of Georgia criminal history records to public agencies and instrumentalities	Sections 2.2, 5
O.C.G.A. 35-3-34	Release to private and nonprofit requesters on fingerprints or prescribed consent; mandatory pre adverse action disclosure	Sections 2.2, 5, 8
O.C.G.A. 35-3-37; 42-8-62.1; 42-8-62.2	Record restriction; mandatory first offender restriction effective July 1, 2026	Sections 2.2, 7.C
O.C.G.A. 35-3-38	Penalties for misuse or improper dissemination of criminal history record information	Sections 2.2, 10

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Authority	What it governs	Where it appears
O.C.G.A. 42-1-12	Georgia State Sexual Offender Registry	Sections 2.2, 3, 5, 7.A
34 U.S.C. 40102	National Child Protection Act and Volunteers for Children Act; notice, copy of report, right to challenge, prompt determination	Sections 2.3, 4.C, 8, Appendix A
15 U.S.C. 1681b(b); 15 U.S.C. 1681m	Fair Credit Reporting Act disclosure, authorization, pre adverse action and adverse action notices	Sections 2.3, 5, 8
Title VII, Civil Rights Act of 1964	Limits on criminal history use that produces unjustified disparate impact	Sections 2.3, 7.B
O.C.G.A. 14-3-830	Director duty of care	Sections 2.4, 7.A
O.C.G.A. 14-3-808	Removal of directors	Sections 2.4, 9
O.C.G.A. 14-3-1601 to 14-3-1602	Required corporate records and inspection rights	Sections 2.4, 10
O.C.G.A. 50-14-1 et seq.; 50-14-3(b)(2); 50-14-4(b)(1)	Open Meetings Act; executive session for personnel deliberation; closure affidavit	Sections 2.4, 9, 10
O.C.G.A. 50-18-70 et seq.; 50-18-72(a)(2), (a)(8), (a)(11), (a)(20)	Open Records Act and applicable exemptions	Sections 2.4, 10

This index is a drafting aid. It is not legal advice, and WCS counsel should review this policy before adoption.

Coversheet

Conflict of Interest, Ethics, and Related-Party Transactions Policy, 2026

Section: IV. Action Items
Item: C. Conflict of Interest, Ethics, and Related-Party Transactions Policy, 2026
Purpose: Vote
Submitted by:
Related Material: WCS_Conflict_of_Interest_Policy_2026.pdf

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The Wright Community School, Inc.

Conflict of Interest, Ethics, and Related-Party Transactions Policy

Board Members, Officers, Employees, Agents, and Committee Members

Adopted / Updated: _______________, 2026 • Supersedes: Policy adopted October 29, 2025 • Review cycle: annually

1. Purpose and Scope

The purpose of this Conflict of Interest, Ethics, and Related-Party Transactions Policy (the "Policy") is to protect the interests of The Wright Community School, Inc. ("WCS" or the "School") and the public funds entrusted to it whenever WCS contemplates a transaction, arrangement, employment decision, or other action that might benefit the private interest of a board member, officer, employee, agent, or committee member, or that might result in an excess benefit transaction under federal tax law.

WCS is a Georgia nonprofit corporation, a state charter school authorized by the State Charter Schools Commission of Georgia ("SCSC"), a local educational agency, and an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. Each of those identities carries its own conflict-of-interest obligations. This Policy is written to satisfy all of them at once.

This Policy applies to every member of the WCS governing board, every officer, every employee, every committee member with board-delegated powers, and every agent, contractor, or consultant acting for WCS in the selection, award, or administration of a contract. These persons are referred to collectively as "Covered Persons."

This Policy supplements and does not replace applicable federal law, Georgia law, SCSC rules, the WCS charter contract, or the WCS Articles of Incorporation and Bylaws. Where two requirements differ, the stricter requirement governs.

2. Legal Authority

This Policy is adopted under, and is intended to comply with, the following authorities.

Georgia charter school law

- O.C.G.A. § 20-2-2084, as amended by 2024 Ga. Laws 460, § 4, effective July 1, 2025. Governing board qualifications and conflicts, gift prohibitions, misuse of position, vendor board service bans, the prohibition on simultaneous service as principal and chief financial officer, the prohibition on staff serving on vendor boards, the in-state contracting preference, board training, and education service provider oversight.
- O.C.G.A. § 20-2-2081. A state charter school is a public school.

- O.C.G.A. § 20-2-2072 and § 20-2-2083(b)(12). Initial and annual governing board training, including training on public records and meetings requirements and on sound fiscal management.
- O.C.G.A. § 20-2-2088.1. Records created, received, or maintained in the performance of a charter are the property of the state charter school.
- Ga. Comp. R. & Regs. r. 691-2-.03 (website posting and monitoring) and r. 691-2-.07 (multi-year contracts extending beyond the charter term).
- The WCS charter contract with the SCSC, including its requirement that the governing board establish a formal policy to prevent and disclose conflicts of interest.

Georgia nonprofit corporation law

- O.C.G.A. § 14-3-830 and § 14-3-842. Standards of conduct for directors and officers: good faith and the care an ordinarily prudent person in a like position would exercise under similar circumstances.
- O.C.G.A. §§ 14-3-860 through 14-3-865. Director conflicting interest transactions, required disclosure, and the approval procedures that protect a transaction from being enjoined or set aside.

Georgia sunshine law

- Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., including the notice, agenda, minutes, vote-recording, closed-session, and notarized affidavit requirements.
- Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., including the three-business-day response requirement and the treatment of records held by private entities performing services for a public agency.

Federal grants law

- 2 C.F.R. § 200.112 (conflict of interest), § 200.113 (mandatory disclosures), § 200.318(c)(1) and (c)(2) (written standards of conduct and organizational conflicts of interest), § 200.319 (competition), and § 200.320 (methods of procurement), as revised at 89 Fed. Reg. 30046 (Apr. 22, 2024), effective October 1, 2024.
- 2 C.F.R. § 3474.1. The U.S. Department of Education adopts the OMB guidance in 2 C.F.R. Part 200.
- 2 C.F.R. Part 180, as adopted by the U.S. Department of Education at 2 C.F.R. Part 3485. Nonprocurement suspension and debarment.
- 34 C.F.R. § 75.525. Conflict of interest in participation in a project, applicable to direct federal grants such as a Charter Schools Program grant received directly from the U.S. Department of Education.

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Federal tax law

- 26 U.S.C. § 4958 and 26 C.F.R. § 53.4958-6. Excess benefit transactions, excise taxes on disqualified persons and organization managers, and the rebuttable presumption of reasonableness.
- IRS Form 990, Part VI, Section B, lines 12a through 12c, 13, 14, 15, and 19. Annual public reporting on the existence, disclosure practice, monitoring, enforcement, and public availability of this Policy.

3. Definitions

- **Covered Person.** Any WCS governing board member, officer, employee, agent, contractor, consultant, or member of a committee with board-delegated powers.
- **Interested Person.** Any Covered Person who has a direct or indirect Financial Interest, or any other interest described in this Policy, in a matter before WCS.
- **Financial Interest.** A person has a Financial Interest if that person, directly or indirectly through business, investment, or family, has (a) an ownership or investment interest in any entity with which WCS has or is negotiating a transaction or arrangement; (b) a compensation arrangement with WCS or with any entity or individual with which WCS has or is negotiating a transaction or arrangement; or (c) a prospective ownership, investment, or compensation arrangement of either kind. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- **Immediate Family Member.** As defined at O.C.G.A. § 20-2-2084, a spouse, child, sibling, or parent, or the spouse of a child, sibling, or parent.
- **Related Person.** As defined at O.C.G.A. § 14-3-860, a director's spouse; a child, grandchild, sibling, or parent of the director or of the director's spouse, or the spouse of any of them; an individual living in the same home as the director; a trust or estate of which such an individual is a substantial beneficiary; and any trust, estate, or similar arrangement for which the director serves as a fiduciary.
- **Related Party Transaction.** Any transaction, agreement, employment relationship, lease, loan, grant, or other arrangement between WCS and a Covered Person, an Immediate Family Member, a Related Person, or an entity in which any of them holds a Financial Interest or serves as an officer, director, trustee, partner, or key employee.
- **Executive-Level Employee.** As defined at O.C.G.A. § 20-2-2084, an employee serving as superintendent, deputy, assistant, or associate superintendent, chief financial officer, chief operations officer, or any other similar position that includes substantial decision-making authority on behalf of a local school system.

- **Disqualified Person.** As defined at 26 U.S.C. § 4958(f), any person who was, at any time during the five-year period ending on the date of the transaction, in a position to exercise substantial influence over the affairs of WCS, a member of that person's family, and any entity 35 percent controlled by such persons.
- **Excess Benefit Transaction.** As defined at 26 U.S.C. § 4958(c)(1), a transaction in which an economic benefit is provided by WCS directly or indirectly to or for the use of a Disqualified Person, and the value of the economic benefit provided exceeds the value of the consideration, including the performance of services, received by WCS.
- Education Service Provider (ESP). Any for-profit or nonprofit organization that contracts with WCS to provide instructional or non-instructional services, including curriculum, assessment, school management, finance and operations, human resources, technology, or facilities services. The term includes a charter management organization and an education management organization.
- Organizational Conflict of Interest (OCI). As described at 2 C.F.R. § 200.318(c)(2), a situation in which, because of relationships with a parent company, affiliate, or subsidiary organization, WCS is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- **Gift or Thing of Value.** Any gift, favor, loan, political contribution, service, entertainment, travel, meal, discount, promise of future employment, or other item of monetary value, whether given to a Covered Person directly or to an Immediate Family Member or associated business organization.
- **Nominal Value.** An unsolicited item of monetary value not exceeding $_______ per source per school year, as set by the governing board under the authority reserved to WCS at 2 C.F.R. § 200.318(c)(1). Items of Nominal Value are excepted from the gift prohibition in Section 8 except where Section 8 states that no exception applies.
- **Qualified Director.** As used in O.C.G.A. § 14-3-862, a director who does not have a conflicting interest in the transaction under consideration and who is not closely associated with a director who does.

4. Governing Board: Eligibility and Prohibitions

4.1 Eligibility

Under O.C.G.A. § 20-2-2084(e)(1), each member of the WCS governing board must be a United States citizen, must be a resident of Georgia, and must not be an employee of WCS.

4.2 Prohibited conduct

Under O.C.G.A. § 20-2-2084(e)(2), no member of the WCS governing board shall:

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- Act in his or her official capacity in any matter where the member, an Immediate Family Member, or a business organization in which the member has an interest holds a material financial interest that would reasonably be expected to impair the member's objectivity or independence of judgment.
- Solicit or accept, or knowingly allow an Immediate Family Member or a business organization in which the member has an interest to solicit or accept, any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that it was given to influence the member in the discharge of official duties.
- Use, or knowingly allow to be used, the member's position or any information not generally available to the public that was acquired by reason of that position, for the purpose of securing financial gain for the member, an Immediate Family Member, or a business organization in which the member has an interest.
- Be an officer of, or serve on the board of directors of, any organization that sells goods or services to WCS.
- Be an officer, member, or employee of a local board of education, or an employee of a local school system. WCS applies this prohibition to any Executive-Level Employee of a local board of education or local school system, and does not limit it to the counties WCS serves.

4.3 Uncompensated service

Governing board service at WCS is uncompensated. A member may be reimbursed only for reasonable, actual, documented expenses incurred in connection with board duties, including attendance at board meetings and required governance training. No surplus funds of WCS shall be distributed to any board member, education service provider, or education management organization.

4.4 Separation of the principal and chief financial officer roles

Under O.C.G.A. § 20-2-2084(f.1), the principal of WCS, or the equivalent position, shall not serve simultaneously as the chief financial officer of WCS, or the equivalent position.

4.5 Board members and WCS employment

No governing board member may be employed by WCS in any capacity, paid or unpaid in a staff role, during board service. A board member who wishes to be considered for WCS employment must resign from the board before applying, and shall not participate in any discussion or vote concerning the position.

5. Nepotism and Related-Party Employment

WCS hires and promotes on merit. The following rules apply in addition to the prohibitions in Section 4.

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- An Immediate Family Member or Related Person of a governing board member may be employed by WCS only if the relationship is disclosed in writing before any offer is made, the board member recuses from every stage of the decision, and the disinterested members of the board approve the employment in open session with the disclosure and the vote recorded in the minutes.
- No employee shall participate in the hiring, supervision, evaluation, discipline, promotion, or compensation of an Immediate Family Member or Related Person. Where such a relationship exists or arises, the decision is elevated to the next level of supervision that is free of the relationship, and the arrangement is reported to the Executive Director and documented.
- An Immediate Family Member of a governing board member may not serve on the WCS governing board unless the relationship is disclosed in writing, the board publicly determines that the resulting conflict can be managed, and the determination is recorded in the minutes. Both members recuse from that determination.
- Every family relationship between a Covered Person and another Covered Person, or between a Covered Person and a WCS vendor, contractor, or ESP, must be disclosed on the annual disclosure form at Appendix A and updated within 30 days of any change.

6. Employees, Officers, and Agents

- **Vendor board service.** Under O.C.G.A. § 20-2-2084(g), an individual who works at WCS or who has administrative oversight at WCS shall not serve on the board of directors of any organization that sells goods or services to WCS.
- Self-dealing. No employee or agent may use WCS position, authority, facilities, equipment, funds, student information, staff time, or non-public information for private gain for themselves, an Immediate Family Member, a Related Person, or an associated business.
- **Outside employment and consulting.** Any outside employment, consulting engagement, board service, or business ownership that involves a WCS vendor, contractor, ESP, authorizer, or potential vendor, or that could reasonably appear to compete with or impair the employee's WCS duties, must be disclosed in writing to the Executive Director before it begins. The Executive Director's own outside engagements are disclosed to the Board Chair.
- Selling to WCS. No employee or agent, and no business in which an employee or agent or an Immediate Family Member holds a Financial Interest, may sell goods or services to WCS except through a documented competitive process from which the related person is entirely excluded and which the disinterested members of the board approve in advance.

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- **Federal project decisions.** Consistent with 34 C.F.R. § 75.525, no Covered Person shall participate in an administrative decision regarding a federally funded project if the decision is likely to benefit that person or an Immediate Family Member, and no participant shall use a position in a project for a purpose that is, or gives the appearance of being, motivated by a desire for private financial gain.

7. Related-Party Transactions Under the Georgia Nonprofit Corporation Code

Because WCS is a Georgia nonprofit corporation, its board members owe the duties stated at O.C.G.A. § 14-3-830: to act in good faith and with the degree of care an ordinarily prudent person in a like position would exercise under similar circumstances. Officers owe the same duties under O.C.G.A. § 14-3-842.

Under O.C.G.A. §§ 14-3-860 and 14-3-861, a director's conflicting interest transaction may not be enjoined, set aside, or give rise to an award of damages on the ground of the director's interest if it is approved by qualified directors under § 14-3-862, approved by members under § 14-3-863, approved by the superior court under § 14-3-864, or established to have been fair to the corporation.

WCS will rely on the qualified-director route. For every Related Party Transaction, WCS shall:

- Obtain Required Disclosure from the interested director before the board acts, meaning disclosure of the existence and nature of the conflicting interest and all facts known to the director about the subject matter of the transaction that a director free of the conflict would reasonably believe to be material to the decision.
- Secure approval by the affirmative vote of a majority, but not fewer than two, of the Qualified Directors, with the interested director absent from the deliberation and the vote.
- Document in the minutes the disclosure, the identity of the Qualified Directors who deliberated and voted, the alternatives considered, the basis for concluding the transaction is fair and reasonable to WCS, and the result of the vote.

Where the transaction also involves compensation or another economic benefit to a Disqualified Person, WCS shall additionally follow Section 11 of this Policy.

8. Gifts, Gratuities, and Things of Value

- Board members are governed by O.C.G.A. § 20-2-2084(e)(2)(B), quoted in Section 4.2 above.
- Under 2 C.F.R. § 200.318(c)(1), no employee, officer, agent, or board member of WCS may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- The Nominal Value exception in Section 3 applies only to unsolicited items and only outside an active procurement. During any period in which WCS has issued a solicitation, is evaluating proposals, is

negotiating, or is administering a resulting contract, no Covered Person involved in that procurement may accept anything of value from a bidder, proposer, contractor, or subcontractor, including meals, travel, entertainment, conference registration, or promotional items. No exception applies.

- Vendor-sponsored travel, lodging, conference attendance, and honoraria connected to a WCS vendor or potential vendor must be disclosed in writing in advance and approved by the Board Chair for board members and officers, or by the Executive Director for employees. Approval is recorded.
- Charitable contributions to WCS from vendors, potential vendors, or their principals are accepted only through the board and are disclosed to the board before acceptance. A contribution does not create any preference in a procurement and shall not be considered in any evaluation.
- Nothing in this Section limits ordinary, publicly available discounts offered to all school employees or to the general public.

9. Federal Awards: Standards of Conduct, Procurement, and Mandatory Disclosure

This Section constitutes the written standards of conduct required by 2 C.F.R. § 200.318(c) and applies to every contract and subaward supported in whole or in part by a federal award, whether received directly or through the Georgia Department of Education as pass-through entity.

9.1 Participation ban

No employee, officer, agent, or board member of WCS with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by a federal award. A conflict of interest exists when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of those parties, has a financial or other interest in, or a tangible personal benefit from, an entity considered for a contract.

Covered Persons must screen every federally funded procurement against this standard before participating, and must recuse in writing at the first point at which a conflict is identified. The recusal is filed with the procurement record.

9.2 Discipline

As required by 2 C.F.R. § 200.318(c)(1), a violation of these standards by an employee, officer, agent, or board member is subject to disciplinary action. For employees this may include counseling, written reprimand, reassignment, removal from procurement duties, suspension, or termination. For agents and contractors this may include removal from the engagement or termination of the contract. For board members this may include removal from a committee, public censure, or removal from the board to the extent permitted by the Bylaws. Discipline is imposed under Section 17.3.

9.3 Organizational conflicts of interest

If WCS has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, including a supporting foundation, a friends-of organization, an affiliated facilities or real estate entity, or an affiliated ESP, WCS maintains written standards covering organizational conflicts of interest under 2 C.F.R. § 200.318(c)(2). In any procurement involving such a related organization, WCS shall document the relationship, exclude from the evaluation every individual who serves both organizations, obtain at least the number of competing quotations or proposals required by Section 16, and secure approval by the Qualified Directors before award.

9.4 Competition and procurement methods

WCS conducts all federally funded procurements in a manner that provides full and open competition under 2 C.F.R. § 200.319, and uses the procurement methods at 2 C.F.R. § 200.320. WCS sets its micro-purchase threshold and simplified acquisition threshold by reference to 2 C.F.R. § 200.1 and the Federal Acquisition Regulation at 48 C.F.R. Part 2, Subpart 2.1, rather than by fixed amounts stated in this Policy, so that the thresholds remain current as the federal amounts are adjusted. Any WCS election to self-certify a micro-purchase threshold above the FAR amount, up to the ceiling permitted at 2 C.F.R. § 200.320(a)(1)(iv), shall be made annually by board action and documented with the required justification.

9.5 Suspension and debarment

Before entering into any covered transaction supported by a federal award, WCS shall verify that the proposed contractor or subrecipient is not suspended, debarred, or otherwise excluded, using the federal exclusions listing, and shall retain documentation of that verification in the procurement file.

9.6 Mandatory written disclosures

Under 2 C.F.R. § 200.112, WCS shall disclose in writing any potential conflict of interest affecting a federal award to the federal awarding agency or to the pass-through entity, in accordance with that agency's policies. The Executive Director, in consultation with the Board Chair and counsel, makes the disclosure and reports it to the board at its next meeting.

Under 2 C.F.R. § 200.113, WCS shall promptly disclose in writing, whenever in connection with a federal award it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or a violation of the civil False Claims Act, to the federal awarding agency, that agency's Office of Inspector General, and the pass-through entity. This duty applies to applicants as well as to recipients and subrecipients. Failure to make a required disclosure may result in the remedies described at 2 C.F.R. § 200.339, and integrity and performance matters are reported in accordance with Appendix XII to 2 C.F.R. Part 200.

No Covered Person may delay, condition, or discourage a disclosure required by this Section.

10. Excess Benefit Transactions

WCS is an applicable tax-exempt organization for purposes of 26 U.S.C. § 4958. WCS shall not engage in an Excess Benefit Transaction with any Disqualified Person.

Board members should understand the personal exposure the statute creates. Under § 4958(a)(1), a tax equal to 25 percent of the excess benefit is imposed on the Disqualified Person. Under § 4958(b), an additional tax equal to 200 percent of the excess benefit is imposed if the transaction is not corrected within the taxable period. Under § 4958(a)(2), a tax equal to 10 percent of the excess benefit is imposed on any organization manager who knowingly participated in the transaction, unless the participation was not willful and was due to reasonable cause, subject to a maximum of $20,000 per transaction under § 4958(d)(2). Under § 4958(d)(1), persons liable for these taxes are jointly and severally liable.

An organization manager includes a board member who votes to approve a transaction. Recusal and documentation under this Policy are the practical protection against that exposure.

11. Compensation and the Rebuttable Presumption of Reasonableness

A voting member of the governing board, or of any committee with jurisdiction over compensation, who receives compensation from WCS directly or indirectly is precluded from voting on, and from being present during deliberation on, matters pertaining to that person's compensation.

For the compensation of the Executive Director and any other officer or key employee, and for any Related Party Transaction involving an economic benefit to a Disqualified Person, WCS shall follow the three procedures at 26 C.F.R. § 53.4958-6(a):

- **Advance approval.** The arrangement is approved in advance by an authorized body of WCS composed entirely of individuals who do not have a conflict of interest with respect to the arrangement.
- **Comparability data.** The authorized body obtains and relies upon appropriate data as to comparability before making its determination. Appropriate data may include compensation surveys for functionally comparable positions at similarly situated organizations, written offers from similar institutions, and independent compensation appraisals. For an organization with annual gross receipts under one million

dollars, the regulation provides a safe harbor satisfied by data on compensation paid by three comparable organizations in the same or similar communities for similar services.

- **Concurrent documentation.** The authorized body adequately documents the basis for its determination concurrently with making it. The documentation records the terms of the arrangement and the date approved, the members of the body who were present and who voted, the comparability data obtained and relied upon and how it was obtained, and any actions taken by a member of the body who had a conflict of interest.

Appendix D is the checklist WCS uses to satisfy and evidence these procedures. Completing it aligns the WCS practice with IRS Form 990, Part VI, line 15, which asks whether the process for determining compensation included review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision.

12. Duty to Disclose

12.1 Annual disclosure

Each governing board member, officer, and committee member with board-delegated powers, and each employee with purchasing authority, budget authority, hiring authority, or a role in federally funded procurement, shall complete and sign the Annual Conflict of Interest Disclosure and Acknowledgment at Appendix A. Disclosures are due at or before the first regular board meeting of each fiscal year, and within 30 days of election, appointment, or hire for a person joining WCS during the year.

12.2 Continuing duty to update

Disclosure is a continuing obligation. A Covered Person shall file an updated disclosure within 30 days of any change that creates, or could reasonably appear to create, a conflict, including a new business relationship, a new family relationship, a change in employment, or new board service.

12.3 Transaction-specific disclosure

When a specific matter arises in which a Covered Person has or may have a Financial Interest or any other interest addressed by this Policy, that person shall promptly disclose the existence and nature of the interest, and all material facts known to the person about the subject matter, to the Board Chair or committee chair before WCS proceeds with discussion or action. Appendix C records the disclosure and the resulting recusal.

If the Board Chair is the Interested Person, disclosure is made to the Vice Chair or, if there is none, to the Secretary, who performs the Chair's functions under Section 13 for that matter.

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12.4 Duty to report

Any Covered Person who has reasonable cause to believe that another Covered Person has failed to disclose an actual or possible conflict shall report that belief under Section 18.

13. Recusal and Determination Procedures

When a disclosure is made or a conflict is suspected, the board or committee follows these steps in order.

- **Disclosure on the record.** The Interested Person states the existence and nature of the interest and provides the material facts. The disclosure is entered in the minutes.
- **Presentation and exit.** The Interested Person may present factual information and answer questions. The Interested Person then leaves the room, and any virtual meeting session, for the deliberation and the vote on whether a conflict exists and on any related action, and does not participate in any related discussion outside the meeting.
- **Determination.** The disinterested members determine whether a conflict exists. The determination and its basis are recorded.
- **Alternatives and due diligence.** If a conflict exists, the disinterested members determine whether a more advantageous transaction or arrangement is reasonably available that would not give rise to a conflict, and document what alternatives were considered.
- **Decision standard.** If a more advantageous alternative is not reasonably attainable, the disinterested members determine by a majority vote, and not fewer than two Qualified Directors, whether the transaction or arrangement is in the best interest of WCS, for its own benefit, and fair and reasonable to WCS, and make their decision as to whether to enter into it in conformity with that determination.
- **Quorum.** The Interested Person is counted for quorum only to the extent permitted by the Bylaws and Georgia law, and is not counted in the vote. If recusals leave fewer than two Qualified Directors, the matter is deferred and WCS obtains guidance from counsel before proceeding.
- **Federal awards.** If the matter involves a federal award, the conflicted person is excluded from every stage of selection, award, and administration under Section 9, and any required written disclosure under Section 9.6 is made before award.

All votes on official actions occur in public. A conflict determination is not by itself a lawful ground for closing a meeting. A meeting may be closed only on a ground permitted by the Open Meetings Act, such as certain personnel matters, real estate acquisition, or attorney-client discussion of pending or potential litigation, and the closure procedure in Section 14 must be followed.

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14. Records, Open Meetings, and Open Records

14.1 Minutes

Minutes of every board and committee meeting at which a conflict matter is considered shall record the names of the persons who disclosed or were otherwise found to have a conflict and the nature of the conflict; the names of the persons present for the discussion and the vote; whether and when the Interested Person left and returned; the content of the discussion, including any alternatives considered; the basis for the determination; and the record of votes taken, including who voted and how.

14.2 Open meetings

The WCS governing board is subject to the Georgia Open Meetings Act. WCS shall post and maintain its regular meeting schedule, give the required advance notice of meetings not held at the regular time and place, make an agenda available, record and make available a summary of the subjects acted on within two business days, and keep and open minutes as the Act requires.

When the board closes any portion of a meeting, the reason is stated on the record, the closure is approved by a majority vote of those present taken in open session, and the vote and result are entered in the open minutes. Under O.C.G.A. § 50-14-4(b), the presiding officer shall execute and file with the official minutes a notarized affidavit stating under oath that the subject matter of the closed portion was devoted to matters within the exceptions provided by law and identifying the specific relevant exception. WCS designates the presiding officer as the person who executes the affidavit.

14.3 Open records

Signed disclosure forms, recusal records, board minutes, procurement files, and vendor contracts are public records subject to the Georgia Open Records Act, except to the extent a specific exemption applies. WCS shall designate its open records officer in writing, display that designation on the WCS website, respond to requests within three business days or provide a description of the responsive records and a timeline, and cite by Code section, subsection, and paragraph any legal authority relied upon to withhold a record.

Under O.C.G.A. § 20-2-2088.1, records created, received, or maintained in the performance of the charter are the property of WCS. Every WCS contract with a vendor, contractor, or ESP shall require the contractor to provide WCS immediate access to records it holds on behalf of WCS and to comply with the Open Records Act and the Family Educational Rights and Privacy Act.

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14.4 Retention

Signed disclosures, recusal records, conflict determinations, comparability data, and federal procurement files are retained in accordance with the WCS records retention and destruction policy and, for records relating to federal awards, for the period required by 2 C.F.R. Part 200.

15. Education Service Providers and Related Organizations

- Under O.C.G.A. § 20-2-2084, if WCS utilizes the personnel of an education service provider, the WCS governing board retains the authority to select and to dismiss such staff, and remains responsible and accountable for all operations, compliance, and performance of any ESP personnel utilized by the School.
- WCS shall seek and receive any approval of an ESP contract or amendment required by its charter contract with the SCSC before executing the contract or amendment.
- No WCS board member or officer may serve as an officer, director, employee, or paid consultant of an ESP that contracts with WCS, and no officer, director, or employee of such an ESP may serve on the WCS governing board.
- Teachers and other instructional staff shall be employees of WCS rather than of an ESP, except to the extent the WCS charter contract expressly permits otherwise.
- No surplus funds of WCS shall be distributed to any board member, ESP, or education management organization.
- Where WCS has an affiliated foundation, support organization, facilities entity, or similar related organization, the relationship is disclosed annually to the board, the organizational conflict of interest standards in Section 9.3 apply to any procurement involving it, and any transaction between WCS and that organization is treated as a Related Party Transaction under Section 7.

16. Contracting and Procurement Safeguards

- WCS maintains a written purchasing policy that establishes purchasing thresholds, signatory authority, and requirements for competitive solicitation, and that is consistent with this Policy, with the Georgia Department of Education Local Unit of Administration financial management requirements, and, for federally funded procurements, with 2 C.F.R. §§ 200.317 through 200.327.
- WCS will not enter into a contract that would place a board member, officer, or employee in violation of Section 4 or Section 6, including a contract with an organization of which a WCS board member is an officer or director, or an organization on whose board a WCS employee or administrator serves.

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- Every solicitation and every contract shall require the vendor to disclose in writing any relationship between the vendor, its owners, officers, directors, or key personnel and any WCS board member, officer, employee, or their Immediate Family Members. A false or omitted disclosure is grounds for disqualification or termination.
- Under O.C.G.A. § 20-2-2084(d)(2), WCS gives preference in contracting and purchasing of services and materials to businesses incorporated under the laws of Georgia, or qualified to transact business in Georgia with an established place of business in the state, where such businesses are similarly situated and qualified.
- Under Ga. Comp. R. & Regs. r. 691-2-.07, every multi-year contract for goods, materials, services, or supplies that extends beyond the current charter term shall provide that the contract terminates absolutely and without further obligation on the part of WCS at the close of the fiscal year in which the charter term concludes; that the contract may be renewed only by positive action taken by WCS; and that the payment obligations for the original term and each renewal period are stated. Facility leases, vehicle purchases, and capital equipment acquisitions are excluded from this requirement.
- Vendor due diligence includes how long and how often the vendor has performed this type of work, any ongoing or recent litigation, and any bankruptcy history that could adversely affect performance. Contracts shall state deliverables, milestones, and deadlines, a clear and transparent method of determining payment, provisions reserving decision-making authority to the governing board, termination rights, subcontractor and insurance requirements, and transition cooperation obligations.
- For federally funded procurements, WCS takes the affirmative steps required by 2 C.F.R. § 200.321 to use small businesses, minority businesses, women's business enterprises, and labor surplus area firms.

17. Training, Monitoring, and Enforcement

17.1 Training

Every WCS governing board member shall participate in initial training for boards of newly approved state charter schools and in annual training thereafter, conducted or approved by the SCSC, as required by O.C.G.A. § 20-2-2084(f) and O.C.G.A. § 20-2-2072. Board members shall complete the number of hours and the required topics set by the SCSC Governance Training Policy then in effect, including the additional hours required of members in their first years of service, and WCS shall submit the annual governance training certification by the SCSC deadline. Completion is a component of the operational compliance section of the SCSC Comprehensive Performance Framework.

This Policy is reviewed with the full board at least annually, and with every new board member, officer, and employee at onboarding. Employees with purchasing or federal grant responsibilities receive additional training on Section 9.

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17.2 Monitoring

The Board Chair, or the Governance Committee if one is constituted, is responsible for distributing this Policy, collecting and reviewing annual disclosures, maintaining the disclosure file, placing conflict matters on the agenda, and reporting annually to the board on compliance. The Executive Director, together with the staff member responsible for federal programs, is responsible for the procurement controls in Sections 9 and 16 and for the recusal records in federally funded procurements.

At least annually the board shall review the disclosure file and confirm on the record that disclosures were collected, that identified conflicts were managed under this Policy, and that no undisclosed Related Party Transaction has been identified. That review is the basis on which WCS answers IRS Form 990, Part VI, line 12c, and the review is described on Schedule O.

17.3 Enforcement

If the board or a committee has reasonable cause to believe that a Covered Person has failed to disclose an actual or possible conflict or has otherwise violated this Policy, the Chair shall inform the person of the basis for that belief and afford an opportunity to explain. After hearing the response and making any further investigation warranted, the board shall determine whether a violation occurred.

If a violation is found, the board shall take appropriate corrective action, which may include voiding or renegotiating the transaction, requiring restitution or correction of an excess benefit, imposing discipline under Section 9.2, removing the person from a committee or from procurement duties, public censure, removal from the board or termination of employment to the extent permitted by the Bylaws and applicable law, referral to counsel, and any reporting required to the SCSC, the Georgia Department of Education, a federal awarding agency, an Office of Inspector General, or the Internal Revenue Service.

18. Reporting Concerns and Non-Retaliation

Any Covered Person, parent, student, vendor, or member of the public may report a suspected violation of this Policy to the Executive Director or to the Board Chair. If the report concerns the Executive Director, it is made to the Board Chair. If it concerns the Board Chair, it is made to the Vice Chair or Secretary. Reports may be made anonymously and will be handled as confidentially as the circumstances and the Open Records Act permit.

WCS prohibits retaliation of any kind against a person who in good faith reports a suspected violation, participates in an investigation, or refuses to participate in conduct that would violate this Policy. Retaliation is itself a violation of this Policy and is subject to the enforcement provisions in Section 17.3. This Section operates alongside, and does not limit, the separate WCS whistleblower policy or any disclosure obligation under Section 9.6.

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19. Public Transparency

- WCS shall post this Policy on the WCS website and make it available on request, and shall describe on IRS Form 990, Schedule O, how its governing documents, conflict of interest policy, and financial statements were made available to the public during the tax year.
- Under Ga. Comp. R. & Regs. r. 691-2-.03, WCS shall post on its website its governing board membership, the governing board meeting calendar, meeting agendas and minutes, the procedures for contacting the board, admissions application and enrollment procedures, the annual operating budget or a summary of it, and the charter contract.
- WCS shall maintain a current roster showing which board members, officers, and committee members have completed the annual disclosure at Appendix A, and shall make the roster available to the SCSC on request.
- WCS shall submit its annual independent financial audit to the SCSC by the deadline set by its charter contract and by SCSC rule.

20. Interpretation, Review, and Amendment

- Where this Policy, Georgia law, federal law, SCSC rule, the WCS charter contract, or the WCS Bylaws impose differing requirements on the same subject, the stricter requirement governs.
- Nothing in this Policy limits any duty imposed by law, and no provision of this Policy shall be construed to permit conduct that Georgia or federal law prohibits.
- If any provision of this Policy is held invalid or unenforceable, the remaining provisions remain in full force.
- The Governance Committee, or the Board Chair if no such committee is constituted, shall review this Policy at least annually and after any material change in governing law, and shall recommend amendments to the board. Amendments are adopted by the affirmative vote of the board and recorded in the minutes.

21. Adoption

This Policy was adopted by the governing board of The Wright Community School, Inc. at a duly noticed public meeting held on the date below, and supersedes the Conflict of Interest Policy adopted October 29, 2025.

Board Chair, signature

Board Chair, printed name

Date

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Board Secretary, signature

Board Secretary, printed name

Date

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Appendix A — Annual Conflict of Interest Disclosure and Acknowledgment

To be completed by every governing board member, officer, and committee member with board-delegated powers, and by every employee with purchasing, budget, hiring, or federal procurement authority. Due at or before the first regular board meeting of each fiscal year, or within 30 days of election, appointment, or hire.

Name Role Date

Part 1. Acknowledgments

- I have received, read, and understand the WCS Conflict of Interest, Ethics, and Related-Party Transactions Policy, and I agree to comply with it.
- I understand that WCS is a charitable, tax-exempt organization and a public school, and that it must operate primarily to accomplish its tax-exempt and educational purposes.
- I understand that my disclosure is a public record subject to the Georgia Open Records Act.
- I understand that my duty to disclose is continuing, and that I must file an update within 30 days of any change.

Part 2. Eligibility certification (governing board members only)

- I am a United States citizen. Yes / No
- I am a resident of Georgia. Yes / No
- I am not an employee of WCS. Yes / No
- I am not an officer of, and do not serve on the board of directors of, any organization that sells goods or services to WCS. Yes / No
- I am not an officer, member, or employee of a local board of education, and not an employee of a local school system. Yes / No

If you answered No to any item above, describe the circumstances in Part 3.

Part 3. Interests and relationships to disclose

Answer each item. Write "None" where none exists. Attach additional pages as needed.

- Any ownership, investment, employment, consulting, or compensation relationship, current or proposed, that I hold with any vendor, contractor, consultant, education service provider, or other entity that does or may do business with WCS:

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- Any Immediate Family Member or Related Person who is (i) employed by WCS, (ii) in a vendor, contractor, or ESP relationship with WCS, or (iii) holds a material financial interest in an entity doing or seeking to do business with WCS:

- Any board service, officer position, or fiduciary role held by me or by an Immediate Family Member with an entity that sells or seeks to sell goods or services to WCS:

- Any outside employment, consulting engagement, or business ownership that involves a WCS vendor, authorizer, or potential vendor, or that could appear to compete with or impair my WCS duties:

- Any gift, favor, loan, travel, meal, entertainment, or other thing of value received from a WCS vendor, contractor, or potential vendor in the past 12 months, other than items of Nominal Value:

- Any position, office, or employment I hold with a local board of education or local school system, or with any affiliate of WCS:

- Any other relationship, interest, or circumstance that could reasonably be perceived to affect my objectivity or independence of judgment in WCS matters:

Part 4. Certification

I certify that the information above is true and complete to the best of my knowledge, and that I will promptly update this disclosure if my circumstances change.

Signature Date

Received by (Board Chair, Governance Committee Chair, or designee) Date

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Appendix B — Federal Awards Standards of Conduct Acknowledgment

To be signed by every employee, officer, agent, and board member who participates in the selection, award, or administration of any contract or subaward supported by a federal award.

I acknowledge that for any contract or subaward supported in whole or in part by a federal award:

- I will not participate in the selection, award, or administration of the contract if I have a real or apparent conflict of interest, as that term is described at 2 C.F.R. § 200.318(c)(1), including any financial or other interest in, or tangible personal benefit from, an entity considered for the contract held by me, a member of my immediate family, my partner, or an organization that employs or is about to employ any of them.
- I will recuse myself in writing at the first point at which I identify such a conflict, and my recusal will be filed with the procurement record.
- I will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, subject only to the Nominal Value standard set in the WCS Policy and to the absolute bar during an active procurement.
- I will comply with the WCS organizational conflict of interest safeguards at Section 9.3 of the Policy.
- I will disclose potential conflicts in writing as required by the federal awarding agency or pass-through entity under 2 C.F.R. § 200.112, and I will promptly report credible evidence of fraud, conflict of interest, bribery, gratuity violations, or False Claims Act violations as required by 2 C.F.R. § 200.113.
- I will verify that a proposed contractor or subrecipient is not suspended, debarred, or otherwise excluded before WCS enters a covered transaction.
- I understand that a violation may subject me to discipline under Section 9.2 of the Policy, and may subject WCS to the remedies at 2 C.F.R. § 200.339.

Name and title

Signature

Date

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Appendix C — Transaction-Specific Disclosure and Recusal Record

Completed when a conflict is disclosed in connection with a particular matter. Filed with the minutes and, for federally funded procurements, with the procurement record.

Meeting or procurement Date

Name of Interested Person Role

- Matter under consideration:
- Nature of the interest, and all material facts known to the Interested Person about the subject matter:
- Was the disclosure made before any discussion or action on the matter? Yes / No
- Did the Interested Person present information and then leave the room and any virtual session for deliberation and the vote? Yes / No
- Determination of the disinterested members: a conflict does / does not exist.
- Alternatives considered that would not give rise to a conflict:
- Basis for concluding that the transaction is in the best interest of WCS, for its own benefit, and fair and reasonable to WCS:
- Names of the Qualified Directors who deliberated and voted, and the vote result:
- Is a federal award involved? Yes / No. If yes, written disclosure made to:

Recorded by Date

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Appendix D — Compensation and Related-Party Transaction Approval Checklist

Used for the compensation of the Executive Director and any officer or key employee, and for any Related Party Transaction involving an economic benefit to a Disqualified Person. Completing this checklist concurrently is what establishes the rebuttable presumption of reasonableness under 26 C.F.R. § 53.4958-6(a).

____

Person or transaction   Date approved

Step 1. Advance approval by a body free of conflict

- The authorized body approved the arrangement in advance, before any payment or performance.   Yes / No
- Every member of the authorized body who deliberated and voted is free of a conflict of interest with respect to the arrangement.   Yes / No
- Names of the members who deliberated and voted:

  ____
- Names of any members who had a conflict, and the action each took (recusal, departure from the room, abstention):

  ____

Step 2. Appropriate comparability data

- Data relied upon, and how it was obtained (compensation surveys for functionally comparable positions at similarly situated organizations, written offers from similar institutions, independent appraisals):

  ____
- Number of comparable organizations in the data set, and why each is comparable in size, budget, geography, and scope:

  ____
- If WCS annual gross receipts are under one million dollars, the safe harbor is satisfied by data on compensation paid by three comparable organizations in the same or similar communities for similar services.   Relied on safe harbor: Yes / No

Step 3. Concurrent documentation

- The terms of the arrangement and the date approved:

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- The basis for the determination that the arrangement is reasonable, recorded at the time of the decision and approved as part of the minutes of the meeting at which the decision was made:

- Documentation prepared before the later of the next meeting of the authorized body or 60 days after the final action.   Yes / No

Completed by   Date

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Summary of Revisions

This section records what changed from the Policy adopted October 29, 2025. It is provided for the board packet and may be removed after adoption.

Corrections to the prior version

- **Amendment citation.** The prior version noted that O.C.G.A. § 20-2-2084 was amended effective July 1, 2025. The amending Act is now identified: 2024 Ga. Laws 460, § 4.
- **Local school system prohibition.** The prior version limited the prohibition on serving a local board of education to the geographic region served by WCS. That limitation does not appear in the statute, which prohibits service as an officer, member, or employee of a local board of education or an employee of a local school system without a geographic qualifier. The limitation has been removed, and the statutory definition of Executive-Level Employee is now quoted rather than paraphrased.
- **Federal participation ban.** The prior version quoted the pre-2024 formulation of 2 C.F.R. § 200.318(c)(1). The Uniform Guidance was revised at 89 Fed. Reg. 30046 (Apr. 22, 2024), effective October 1, 2024, and the revised text expressly adds board member alongside employee, officer, and agent, and defines what a conflict of interest includes. Section 9.1 now tracks the current text.
- **Rebuttable presumption citation.** The prior version cited 26 C.F.R. § 53.4958-4. The rebuttable presumption procedures are at 26 C.F.R. § 53.4958-6(a). The citation is corrected and the three procedures are stated in full.
- **Mandatory disclosure scope.** The prior version described the federal disclosure duty as running to the federal agency or pass-through entity. Under 2 C.F.R. § 200.113 the criminal and False Claims Act disclosure runs to the federal agency, that agency's Office of Inspector General, and the pass-through entity, and it applies to applicants as well as recipients.
- **Training hours.** The prior version referred generally to additional hours per SCSC policy. Section 17.1 now ties the requirement to the SCSC Governance Training Policy then in effect and to the annual certification deadline, so the Policy stays accurate when SCSC adjusts its hour requirements.

Requirements added

- **Georgia Nonprofit Corporation Code.** New Section 7 applies O.C.G.A. §§ 14-3-830, 14-3-842, and 14-3-860 through 14-3-865 to related-party transactions, including the Required Disclosure standard and the qualified-director approval route that protects a transaction from being set aside. This layer was absent from the prior version and is the body of law SCSC itself points to in its contracting guidance.

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- **Nepotism and related-party employment.** New Section 5 addresses family employment, supervision of relatives, and family members serving together on the board.
- **Gifts and gratuities.** New Section 8 separates the board gift rule from the federal gratuities rule, creates an absolute bar during an active procurement, sets rules for vendor-paid travel and sponsorships, and requires the board to set a Nominal Value figure.
- **Organizational conflicts of interest.** Section 9.3 gives the OCI standard operational content for affiliated foundations, facilities entities, and ESPs.
- **Discipline.** Section 9.2 adds the disciplinary-action element that 2 C.F.R. § 200.318(c)(1) requires and that the prior version omitted. This is a common single audit finding.
- **Suspension and debarment.** Section 9.5 adds verification of exclusion status before a covered transaction.
- **Excise tax exposure.** Section 10 states the actual penalty structure under 26 U.S.C. § 4958, including the personal exposure of board members who knowingly approve an excess benefit transaction.
- **Open meetings and open records.** New Section 14 adds the minutes, notice, and agenda requirements, the closed-session procedure and the notarized affidavit required by O.C.G.A. § 50-14-4(b), the open records officer designation and three-business-day response, and the rule under O.C.G.A. § 20-2-2088.1 that charter records are WCS property including records held by contractors.
- **Contracting safeguards.** Section 16 adds the vendor disclosure certification, the Georgia business preference at O.C.G.A. § 20-2-2084(d)(2), the three provisions that Ga. Comp. R. & Regs. r. 691-2-.07 requires in multi-year contracts extending beyond the charter term, vendor due diligence and contract content drawn from SCSC contracting guidance, and the affirmative steps at 2 C.F.R. § 200.321.
- **Non-retaliation.** New Section 18 adds reporting channels and a retaliation prohibition, which supports the Form 990 whistleblower question.
- **Form 990 alignment.** Sections 11, 17.2, and 19 align the Policy with Form 990, Part VI, lines 12a through 12c, 15, and 19, including the Schedule O narrative that a Yes answer on line 12c requires.
- **Interpretation and review.** Section 20 adds a stricter-standard rule, a savings clause, severability, and an annual review requirement. Section 21 adds an adoption and signature block.
- **New appendices.** Appendix C records a transaction-specific disclosure and recusal. Appendix D is the rebuttable presumption checklist for compensation and related-party transactions. Appendix A is expanded to cover eligibility certification, outside employment, gifts, and affiliate roles.

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Two decisions the board must make before adoption

- **Nominal Value.** Section 3 leaves a dollar figure blank. 2 C.F.R. § 200.318(c)(1) permits WCS to set standards for unsolicited items of nominal value, but WCS must set the figure itself. The board should adopt a specific amount per source per school year.
- **Micro-purchase threshold.** Section 9.4 permits WCS to self-certify a micro-purchase threshold above the Federal Acquisition Regulation amount, up to the ceiling at 2 C.F.R. § 200.320(a)(1)(iv). If WCS wants that flexibility, the board should act on it annually and document the justification.

A note on scope

This Policy is drafted to the requirements of Georgia law, SCSC rule and guidance, the Uniform Guidance, and the Internal Revenue Code as they stand on the date of this draft. It is not legal advice. The WCS charter contract with the SCSC contains provisions on conflicts, board composition, ESP contract approval, and surplus funds that should be read alongside this Policy, and the board should have counsel review the final text before adoption.

Key Sources

- O.C.G.A. § 20-2-2084, as amended by 2024 Ga. Laws 460, § 4, effective July 1, 2025. Board qualifications and conflicts, gifts, misuse of position, vendor board service, local school system service, in-state contracting preference, training, principal and CFO separation, education service provider oversight.
- O.C.G.A. § 20-2-2072 and § 20-2-2083(b)(12). Governing board training.
- O.C.G.A. § 20-2-2081. State charter school is a public school.
- O.C.G.A. § 20-2-2088.1. Ownership of charter school records.
- O.C.G.A. §§ 14-3-830, 14-3-842, 14-3-860 through 14-3-865. Director and officer standards of conduct and conflicting interest transactions.
- **O.C.G.A. § 50-14-1 et seq. and § 50-18-70 et seq.** Open Meetings Act and Open Records Act, including the closed-session affidavit at § 50-14-4(b).
- Ga. Comp. R. & Regs. r. 691-2-.03 and r. 691-2-.07. Website posting and monitoring; multi-year contracts beyond the charter term.
- SCSC Governance Training Policy and SCSC Contracting Best Practices.
- 2 C.F.R. §§ 200.112, 200.113, 200.318, 200.319, 200.320, 200.321, 200.339, and Appendix XII, as revised at 89 Fed. Reg. 30046 (Apr. 22, 2024), effective October 1, 2024; adopted by the U.S. Department of Education at 2 C.F.R. § 3474.1.

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- 2 C.F.R. Part 180, as adopted at 2 C.F.R. Part 3485. Suspension and debarment.
- 34 C.F.R. § 75.525. Conflict of interest in participation in a federally funded project.
- 26 U.S.C. § 4958 and 26 C.F.R. § 53.4958-6. Excess benefit transactions and the rebuttable presumption of reasonableness.
- IRS Form 990, Part VI, Section B, lines 12a through 12c, 13, 14, 15, and 19.

Coversheet

Conflict of Interest Policy and Annual Disclosure Statement

Section:	IV. Action Items
Item:	D. Conflict of Interest Policy and Annual Disclosure Statement
Purpose:	Vote
Submitted by:	
Related Material:	WCS_Conflict_of_Interest_Policy_PREVIEW_1.pdf

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THE WRIGHT COMMUNITY SCHOOL, INC.

CONFLICT OF INTEREST POLICY AND ANNUAL DISCLOSURE STATEMENT

For Directors, Officers, Key Employees, and Committee Members

Governing body	Board of Directors, The Wright Community School, Inc.
Authorizer	State Charter Schools Commission of Georgia
Adopted by the Board of Directors	
Most recent review or amendment	
Policy owner	Board Secretary
Review cycle	Annually, at the first regular meeting of each fiscal year

ARTICLE I. PURPOSE

The Wright Community School, Inc. (the "Corporation") is a Georgia nonprofit corporation, recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, and the governing body of The Wright Community School, a state charter school authorized by the State Charter Schools Commission of Georgia (the "Commission"). The Corporation holds public funds and educates public school students, and its directors therefore owe duties both to a charitable corporation and to the public.

The purpose of this policy is to protect the interests of the Corporation and the students it serves by identifying, disclosing, and properly handling any actual or potential conflict of interest affecting a director, officer, key employee, or committee member, and by making the handling of every such matter transparent and part of the public record.

This policy is written to satisfy and to be read together with:

- O.C.G.A. Section 20-2-2084(e) and (f), which set the qualifications, the conflict of interest prohibitions, and the training requirement for the governing board of a state charter school.
- O.C.G.A. Sections 14-3-860 through 14-3-865, the conflicting interest transaction provisions of the Georgia Nonprofit Corporation Code, and O.C.G.A. Section 14-3-830, which sets the standards of conduct for directors.
- The Corporation's charter contract with the Commission, including its provisions on conflicts of interest, family members of board members and school leadership, and limits on board compensation.

- The Georgia Open Meetings Act, O.C.G.A. Section 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., which apply to the Corporation as a state charter school.
- Internal Revenue Code Section 4958 and Treasury Regulation Section 53.4958-6 on excess benefit transactions, and the conflict of interest policy elements the Internal Revenue Service describes in Appendix A to the Instructions for Form 1023 and asks about in Part VI and Schedule L of Form 990.

This policy supplements, and does not replace, any applicable state or federal law, the Corporation's articles of incorporation and bylaws, or the charter contract. Where a provision of this policy conflicts with law or with the charter contract, the law or the charter contract controls.

ARTICLE II. DEFINITIONS

2.1 "Interested Person" means any director, officer, key employee, School Leader, or member of a committee with board delegated powers. A person who has a Financial Interest as defined below is an Interested Person with respect to the matter in which that interest arises.

2.2 "Immediate Family Member" means a spouse, child, sibling, or parent, or the spouse of a child, sibling, or parent, consistent with O.C.G.A. Section 20-2-2084 and the Corporation's charter contract. For purposes of Article V, it also includes any individual who lives in the same household as the Interested Person, and any trust or estate of which the Interested Person or one of those individuals is a substantial beneficiary, consistent with the definition of a related person at O.C.G.A. Section 14-3-860.

2.3 "Financial Interest" means a direct or indirect interest, held through business, investment, or an Immediate Family Member, consisting of any of the following:

- An ownership or investment interest in any entity with which the Corporation has, or is negotiating, a transaction or arrangement.
- A compensation arrangement with the Corporation, or with any entity or individual with which the Corporation has or is negotiating a transaction or arrangement.
- A potential ownership or investment interest in, or a potential compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A Financial Interest is not, by itself, a conflict of interest. Under Article V, a conflict of interest exists only if the Board of Directors decides that it does.

2.4 "Material Financial Interest" means a Financial Interest of such significance, or so closely linked to the matter before the Board, that it would reasonably be expected to influence or impair the judgment of the person who holds it.

2.5 "Conflicting Interest Transaction" means a transaction between the Corporation and a director, an officer, an Immediate Family Member, or an entity in which any of them holds a Material Financial Interest, as described at O.C.G.A. Sections 14-3-860 and 14-3-865.

2.6 "Qualified Director" means a director who has no conflicting interest in the transaction under consideration and who has no familial, financial, professional, or employment relationship with a director who does have such an interest that would reasonably be expected to influence that director's judgment, consistent with O.C.G.A. Section 14-3-862(d).

2.7 "Required Disclosure" means disclosure of the existence and nature of the Financial Interest, together with all facts known to the person about the subject matter of the transaction that an ordinarily prudent person would reasonably believe to be material to deciding whether to proceed, consistent with O.C.G.A. Section 14-3-860.

ARTICLE III. STATUTORY QUALIFICATIONS AND PROHIBITIONS

3.1 Qualifications for Board Service, O.C.G.A. Section 20-2-2084(e)(1)

Each member of the Board of Directors must be a citizen of the United States, must be a resident of Georgia, and must not be an employee of The Wright Community School.

3.2 Prohibited Conduct, O.C.G.A. Section 20-2-2084(e)(2)

No member of the Board of Directors shall:

- Act in his or her official capacity in any matter in which he or she, an Immediate Family Member, or a business organization in which he or she has an interest has a Material Financial Interest that might reasonably be expected to impair objectivity or independence of judgment.
- Solicit or accept, or knowingly allow an Immediate Family Member or a business organization in which he or she has an interest to solicit or accept, any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that it was given to influence the member in the discharge of his or her official duties.
- Use, or knowingly allow to be used, his or her position, or any information not generally available to the public that is received in that position, for the purpose of securing financial gain for himself or herself, an Immediate Family Member, or a business organization with which he or she is associated.
- Be an officer of, or serve on the board of directors of, any organization that sells goods or services to The Wright Community School.
- Be an officer, member, or employee of a local board of education, or an employee of a local school system.

These are statutory prohibitions. Recusal does not cure them. A director who falls within any of them must either end the disqualifying relationship or resign from the Board.

3.3 Family Members of Board Members and School Leadership

Consistent with the Corporation's charter contract, no person who has an Immediate Family Member sitting on the Board of Directors, or serving as superintendent, Head of School or School Leader, principal, assistant principal, or administrative staff of the school, may serve on the Board unless that person first discloses the relationship to the Board in writing and agrees in that writing to recuse himself or herself from any matter affecting the Immediate Family Member, including hiring, evaluation, discipline, compensation, and contract renewal. The written disclosure and agreement shall be filed with the Secretary and recorded in the minutes.

3.4 Board Compensation

No member of the Board of Directors shall receive compensation for board service beyond reasonable expenses actually incurred in connection with attendance at board meetings, consistent with the Corporation's charter contract.

3.5 Governance Training

Each member of the Board of Directors shall complete the initial governance training for boards of newly approved state charter schools and the annual training thereafter, conducted or approved by the Commission, as required by O.C.G.A. Section 20-2-2084(f). The Secretary shall maintain a record of completion for each director.

ARTICLE IV. DUTY TO DISCLOSE

4.1 Every Interested Person shall disclose, in writing, the existence and nature of any Financial Interest at three points: before or at the time of election, appointment, or hire; annually on the Disclosure Statement that forms Part Two of this document; and promptly upon the arising of any new or changed Financial Interest during the year.

4.2 A new or changed Financial Interest shall be disclosed to the Board Chair and the Secretary as soon as the Interested Person becomes aware of it, and in no event later than the next regular meeting of the Board, or before any Board action on the matter, whichever comes first.

4.3 When a matter comes before the Board or a committee in which an Interested Person has or may have a Financial Interest, that person shall make Required Disclosure to the directors considering the matter before any discussion or vote begins.

4.4 If a professional duty of confidentiality prevents an Interested Person from making full disclosure, that person shall inform the other directors of the existence and nature of the conflicting interest and of the limits on what can be disclosed, and shall then abstain from all deliberation and voting on the matter, consistent with O.C.G.A. Section 14-3-862(b).

4.5 Any director, officer, or employee who becomes aware of an undisclosed Financial Interest held by another person shall report it to the Board Chair, or to the Vice Chair if the matter concerns the Chair. Good faith reports under this section shall not be the basis of any reprisal.

4.6 Disclosure is required even when the Interested Person believes the interest will not affect his or her judgment. The determination is the Board's to make, not the Interested Person's.

ARTICLE V. PROCEDURE FOR ADDRESSING A CONFLICT OF INTEREST

5.1 After Required Disclosure, the Interested Person may respond to questions and present any facts the Board asks for. The Interested Person shall then leave the meeting room while the remaining directors discuss and vote on whether a conflict of interest exists and, if so, on the underlying transaction or arrangement. The Interested Person shall not be counted toward the quorum for that vote and shall not vote on it.

5.2 The disinterested directors shall determine whether a conflict of interest exists. That determination, and the vote on it, shall be recorded in the minutes.

5.3 If a conflict of interest exists, the Board Chair shall, where appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement, and the Board shall determine whether the Corporation can obtain a more advantageous transaction or arrangement, with reasonable efforts, from a person or entity that would not give rise to a conflict of interest.

5.4 If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, is for its own benefit, and is fair and reasonable to the Corporation at the time of commitment. The Board shall make its decision as to whether to enter into the transaction or arrangement in conformity with that determination.

5.5 Approval of a Conflicting Interest Transaction requires the affirmative vote of a majority, but not fewer than two, of the Qualified Directors who vote on the transaction, following Required Disclosure. A majority, but not fewer than two, of the Qualified Directors constitutes a quorum for that purpose. The presence of, or a vote cast by, a director who is not a Qualified Director does not affect the validity of the action, so long as it is otherwise taken as this section requires. This section follows O.C.G.A. Section 14-3-862.

5.6 A transaction that is not approved under this Article, that is not approved by the members or by a superior court as O.C.G.A. Sections 14-3-863 and 14-3-864 allow, and that was not fair to the Corporation at the time of commitment, is subject to challenge under O.C.G.A. Sections 14-3-861 and 14-3-865.

5.7 Any purchase of goods or services from an Interested Person, or from an entity in which an Interested Person holds a Material Financial Interest, shall be made through a competitive process that complies with the Corporation's procurement policy, documented in writing, unless the Board finds on the record that a competitive process is not practicable and states why. Price and terms shall be supported by evidence that they are at or below fair market value.

5.8 A director may recuse himself or herself from a matter voluntarily, without a Board determination that a conflict exists, by stating the recusal on the record and leaving the room for the discussion and the vote. Voluntary recusal is not available as a way to address a transaction or compensation arrangement between the Corporation and that director, an Immediate Family Member, or an entity in which the director holds a Material Financial Interest. Those matters must go through the full procedure in this Article.

5.9 Because the Board is subject to the Georgia Open Meetings Act, disclosure and the Board's determination shall be made in open session. A matter may be taken into executive session only on a ground the Act itself allows, and the vote shall be taken in open session.

ARTICLE VI. COMPENSATION AND EXCESS BENEFIT TRANSACTIONS

6.1 No voting member of the Board of Directors who receives compensation, directly or indirectly, from the Corporation for services is permitted to vote on matters pertaining to that member's compensation.

6.2 No voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is permitted to vote on matters pertaining to that member's compensation.

6.3 Compensation of the School Leader, of any officer, and of any key employee shall be approved in advance by the disinterested members of the Board or of an authorized committee, based on appropriate comparability data for similar positions at similarly situated organizations, and documented in writing at the time the decision is made. This follows the rebuttable presumption procedure at Treasury Regulation Section 53.4958-6.

6.4 No part of the net earnings of the Corporation shall inure to the benefit of any director, officer, employee, or other private individual. The Corporation shall not enter into an excess benefit transaction as defined at Internal Revenue Code Section 4958. A person who receives an excess benefit, and an organization manager who knowingly approves one, may be subject to excise taxes under that section.

6.5 The Corporation shall report transactions with interested persons as Schedule L of IRS Form 990 requires, and shall answer the governance questions in Part VI of Form 990 consistent with this policy and with the Board's actual practice.

ARTICLE VII. RECORDS OF PROCEEDINGS

The minutes of every Board or committee meeting at which a Financial Interest is disclosed or a conflict is considered shall record all of the following:

- The name of each person who disclosed or was found to have a Financial Interest, the nature of that interest, any action taken to determine whether a conflict of interest existed, and the Board's determination as to whether a conflict existed.
- The names of the persons who were present for the discussion and the vote, the names of any persons who left the room, the content of the discussion including any alternatives to the proposed transaction or arrangement that were considered, and a record of the vote taken.
- The basis for any determination that the transaction was fair and reasonable to the Corporation, including the comparability or market data relied on.

Disclosure statements, written recusal agreements, minutes, and supporting documentation are records of a state charter school and are subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq. They shall be retained by the Secretary in accordance with the Corporation's record retention policy and made available to the Commission on request.

ARTICLE VIII. ANNUAL STATEMENTS

8.1 Each director, officer, key employee, and member of a committee with board delegated powers shall sign the Disclosure Statement in Part Two of this document upon election, appointment, or hire, and annually thereafter at or before the first regular Board meeting of each fiscal year.

8.2 By signing, the person affirms that he or she has received a copy of this policy, has read and understands it, has agreed to comply with it, and understands that the Corporation is a charitable organization and a public school that must engage primarily in activities which accomplish one or more of its tax exempt purposes in order to maintain its federal tax exemption.

8.3 The Secretary shall collect the signed statements, report completion to the Board, and produce them to the Commission on request, consistent with the charter contract.

8.4 A person who does not return a signed statement within thirty days of the request shall be reported to the Board Chair, and the matter shall be placed on the agenda of the next regular meeting.

ARTICLE IX. PERIODIC REVIEWS

To ensure that the Corporation operates in a manner consistent with its charitable purposes and does not engage in activity that could jeopardize its tax exempt status, the Board shall conduct periodic reviews, at least annually, that address at a minimum:

- Whether compensation arrangements and benefits are reasonable, are based on competent survey information, and are the result of arm's length bargaining.
- Whether partnerships, joint ventures, and arrangements with management organizations, vendors, or related organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or in an excess benefit transaction.
- Whether every required disclosure statement for the year was collected, reviewed, and filed, and whether every disclosed conflict was handled as Article V requires.

The Board may, in conducting these reviews, use outside advisors, including legal counsel, auditors, or compensation consultants. Use of an outside advisor does not relieve the Board of its responsibility to ensure that the reviews are conducted.

ARTICLE X. VIOLATIONS OF THIS POLICY

10.1 If the Board has reasonable cause to believe that a person has failed to disclose an actual or potential conflict of interest, it shall inform that person of the basis for its belief and give that person an opportunity to explain the alleged failure to disclose.

10.2 If, after hearing the response and making any further investigation the circumstances warrant, the Board determines that the person failed to disclose an actual or potential conflict of interest, it shall take appropriate disciplinary and corrective action.

10.3 Corrective action may include rescinding or renegotiating the transaction, requiring restitution, requiring additional training, censure, removal from an officer position or a committee, and removal from the Board in accordance with the bylaws and applicable law.

10.4 The Board shall notify the Commission of any violation that bears on compliance with O.C.G.A. Section 20-2-2084 or with the charter contract, and shall report any transaction with an interested person on the Corporation's Form 990 as required.

10.5 Nothing in this Article limits any remedy available to the Corporation, the Commission, the Attorney General of Georgia, or the Internal Revenue Service under applicable law.

ARTICLE XI. ADMINISTRATION AND AMENDMENT

11.1 The Secretary is responsible for distributing this policy, collecting signed statements, maintaining the file of disclosures and recusal agreements, and calendaring the annual review.

11.2 This policy may be amended by resolution of the Board of Directors. Each amendment shall be recorded in the minutes, and the amended policy shall be redistributed for signature.

11.3 If any provision of this policy is held invalid or is superseded by law, the remaining provisions remain in effect.

PART TWO

ANNUAL DISCLOSURE STATEMENT

To be completed upon election, appointment, or hire, and annually thereafter

Name	
Position held	
Fiscal year covered	
Date of this statement	

SECTION A. ACKNOWLEDGMENT

I acknowledge that I have received a copy of the Conflict of Interest Policy of The Wright Community School, Inc., that I have read and understand it, and that I agree to comply with it. I understand that the Corporation is a charitable organization and a public school, that it must engage primarily in activities which accomplish one or more of its tax exempt purposes in order to maintain its federal tax exemption, and that its meetings and records are subject to the Georgia Open Meetings Act and the Georgia Open Records Act.

SECTION B. CERTIFICATION OF STATUTORY QUALIFICATIONS

I certify that each of the following statements is true, as required by O.C.G.A. Section 20-2-2084(e)(1) and (f). Initial each line.

CERTIFICATION	INITIALS
I am a citizen of the United States.	
I am a resident of the State of Georgia.	
I am not an employee of The Wright Community School.	
I am not an officer, member, or employee of a local board of education, and I am not an employee of a local school system.	
I have completed, or will complete, the initial and annual governing board training conducted or approved by the State Charter Schools Commission of Georgia.	

SECTION C. DISCLOSURE QUESTIONS

Answer every question. If you answer Yes to any question, describe the matter fully in Schedule 1. Attach additional pages if you need them. An answer of Yes does not disqualify you. It begins the disclosure process described in Article V of the policy.

1. Are you, or is an Immediate Family Member, an employee, officer, director, partner, trustee, owner, or agent of any entity that has, or is seeking, a contract or business relationship with The Wright Community School?

   ☐ **Yes** ☐ **No**

2. Do you, or does an Immediate Family Member, hold an ownership or investment interest in any entity that sells or seeks to sell goods, services, or property to the school?

   ☐ **Yes** ☐ **No**

3. Are you an officer of, or do you serve on the board of directors of, any organization that sells goods or services to the school?

   ☐ **Yes** ☐ **No**

4. Do you, or does an Immediate Family Member, receive or expect to receive compensation of any kind from the Corporation, other than reimbursement of reasonable expenses for attending board meetings?

   ☐ **Yes** ☐ **No**

5. Is an Immediate Family Member employed by the school, an applicant for employment at the school, a member of this Board, or serving as School Leader, principal, assistant principal, or administrative staff?

   ☐ **Yes** ☐ **No**

6. Do you, or does an Immediate Family Member, hold an ownership, lease, brokerage, lending, or other financial interest in real property that the school occupies, is considering, or may finance?

   ☐ **Yes** ☐ **No**

7. Have you, or has an Immediate Family Member or a business organization in which you have an interest, solicited or accepted any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value from any person or entity doing business with, or seeking to do business with, the school?

   ☐ **Yes** ☐ **No**

8. Do you serve as a director, officer, trustee, or employee of any other nonprofit organization, school, education management organization, or charter authorizer?

   ☐ **Yes** ☐ **No**

9. Have you used, or allowed to be used, your position or any information not generally available to the public that you received in that position, for the financial gain of yourself, an Immediate Family Member, or a business organization with which you are associated?

   ☐ **Yes** ☐ **No**

10. Is there any other relationship, activity, or interest, not covered above, that could reasonably appear to a member of the public to impair your independence of judgment as a director or officer of the Corporation?

☐ **Yes** ☐ **No**

SCHEDULE 1. DESCRIPTION OF DISCLOSED INTERESTS

Complete one row for each Yes answer above. Write "None" across the first row if you answered No to every question.

Q. NO.	PERSON HOLDING THE INTEREST, AND RELATIONSHIP TO YOU	ENTITY OR PROPERTY	NATURE OF THE INTEREST	TRANSACTION WITH THE SCHOOL

SECTION D. ONGOING DUTY AND SIGNATURE

I understand that this statement covers the fiscal year identified above and that my duty to disclose is continuing. I agree to notify the Board Chair and the Secretary in writing, promptly and in no event later than the next regular meeting of the Board, of any new or changed interest that arises after the date of this statement, and to disclose any Financial Interest before the Board or a committee discusses or votes on a matter to which it relates. I certify that the information I have given in this statement is true and complete to the best of my knowledge.

Signature ____________________ Printed name ____________________ Date ____________________

FOR OFFICE USE

RECEIVED BY (SECRETARY)	DATE RECEIVED	ENTERED IN MINUTES OF MEETING DATED

Governing authorities: O.C.G.A. Section 20-2-2084(e) and (f); O.C.G.A. Sections 14-3-830 and 14-3-860 through 14-3-865; O.C.G.A. Section 50-14-1 et seq.; O.C.G.A. Section 50-18-70 et seq.; Internal Revenue Code Section 4958 and Treasury Regulation Section 53.4958-6; IRS Form 1023 Instructions, Appendix A; IRS Form 990, Part VI and Schedule L; and the Corporation's charter contract with the State Charter Schools Commission of Georgia. This document is a governance template and is not legal advice. The Board should have counsel review it before adoption.

Coversheet

Executive Director Employment Agreement, FY27 through FY32

Section:	IV. Action Items
Item:	E. Executive Director Employment Agreement, FY27 through FY32
Purpose:	Vote
Submitted by:	
Related Material:	WCS_ED_Contract_FY27_FY32.pdf

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EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

The Wright Community School

Planning Year Through Charter Term | FY27 to FY32

This Executive Director Employment Agreement (this "Agreement") is made and entered into as of the ____ day of ____________, 2026 (the "Effective Date"), by and between The Wright Community School, a Georgia nonprofit corporation operating a state charter school authorized by the State Charter Schools Commission of Georgia (the "School"), and Tiana N. Stephenson (the "Employee").

This Agreement covers the planning year and the term of the School's charter contract with the State Charter Schools Commission of Georgia, fiscal year 2027 through fiscal year 2032. It replaces in its entirety the Executive Director Letter of Agreement dated August 29, 2024, together with any prior amendments to it. This Agreement was approved by the Board of Directors of the School (the "Board") at a properly noticed meeting held in accordance with the Georgia Open Meetings Act, with the Employee absent from the deliberation and the vote, and the Board's action is recorded in the minutes of that meeting.

1. Term of Agreement

a. **Employment.** The School employs the Employee as Executive Director of The Wright Community School, a full time, 12 month position reporting to the Board, and the Employee accepts that employment on the terms set out in this Agreement.

b. **Term.** The term begins on the Effective Date, within the planning year that ends June 30, 2027 (fiscal year 2027), and continues through June 30, 2032, the final day of fiscal year 2032 and of the School's charter contract term with the State Charter Schools Commission of Georgia, unless terminated earlier under Section 8. This Agreement does not extend beyond the term of the School's charter contract. If the charter contract term ends on a different date, this Agreement ends on that date. Any renewal or extension requires a vote of the Board.

c. **Annual review.** Following the annual evaluation described in Section 7, the Board shall review this Agreement and the Employee's compensation each year and shall record its action in the minutes.

d. **Contingencies.** This Agreement is contingent on the School's charter contract remaining in effect, on the School receiving the state, federal, and other funds appropriated or awarded for the applicable fiscal year, and on the Employee maintaining the clearances and credentials described in Section 9. No obligation under

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this Agreement constitutes a financial obligation of the School beyond the funds lawfully available in the then current fiscal year.

e. **No expectancy.** Neither this Agreement nor the evaluation process described in Section 7 creates an expectancy of continued employment beyond the term stated above.

2. Position, Standards, and Duties

a. The Employee shall serve as Executive Director and shall meet the professional expectations and standards set out in the job description for the position, as well as perform other duties and responsibilities assigned from time to time by the Board. By signing this Agreement, the Employee acknowledges that she has received, read, understood, and agreed to the attached job description. The Board may modify the job description in consultation and agreement with the Employee.

b. The Employee shall adhere to the policies, standards, and schoolwide responsibilities described in the School's Staff Handbook and Board policy manual as in effect from time to time.

c. The Employee shall work to substantially improve educational outcomes for the students of the School and shall perform the duties of Executive Director as delineated by the Board. Those duties include, but are not limited to, duties set forth in the Constitution and laws of the United States, the laws of the State of Georgia, the rules and regulations of the Georgia Department of Education and the State Charter Schools Commission of Georgia, the School's charter contract, and the policies, procedures, rules, and regulations adopted by the Board as amended from time to time during the term of this Agreement.

d. **Planning Year duties.** During the Planning Year defined in Section 3, the Employee is responsible for leading the work required to open the School to students in August 2027, including facility readiness, staffing, student recruitment and enrollment, curriculum and instructional planning, policy and handbook development, budget development and financial systems, governance support to the Board, and regulatory readiness under the charter contract.

e. **Full attention and outside activity.** The Employee shall devote such time, energy, and effort as are necessary to accomplish the duties of Executive Director effectively and professionally. The Employee shall disclose to the Board in writing, in advance, any outside employment, consulting engagement, board service, or business interest that does or reasonably could conflict with the performance of her duties or with the interests of the School, and shall not accept or continue any such engagement without the written approval of the Board recorded in the minutes.

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3. Compensation During the Planning Year

a. **Planning Year defined.** The period beginning on the Effective Date and ending June 30, 2027, which is fiscal year 2027, is the "Planning Year." The School is scheduled to open to students in August 2027, the start of fiscal year 2028.

b. **Base salary.** During the Planning Year the Employee's annualized base salary is One Hundred Twenty Five Thousand Dollars ($125,000), prorated for any partial year, paid in equal installments on the payroll schedule used for all employees of the School and subject to all applicable payroll taxes and withholdings. The position is exempt from overtime compensation under state and federal law.

c. **Healthcare stipend.** The School does not offer an employer sponsored group health plan during the Planning Year. In place of employer provided coverage, the School shall pay the Employee a stipend of Ten Thousand Dollars ($10,000) for the Planning Year, prorated for any partial year, paid in equal installments across the Planning Year payroll schedule. The stipend shall be reported as taxable wages and is subject to applicable withholding. It is not conditioned on the purchase of any particular coverage and is not a reimbursement arrangement or employer payment plan for individual health insurance premiums. The stipend ends on the earlier of June 30, 2027, the date the Employee becomes eligible for coverage under a group health plan offered by the School, or the date this Agreement terminates, and is replaced at that point by the supplemental benefits allowance described in Section 4.

d. **Funding source.** Planning Year compensation shall be paid only from funds lawfully available for that purpose. Compensation shall be charged to a federal or private grant only to the extent allowable under the terms of that award and, where applicable, under 2 CFR Part 200.

4. Compensation On and After School Opening

a. **Base salary.** Effective July 1, 2027, upon the opening of the School to students, the Board shall place the Employee on the salary schedule adopted by the Board for the Executive Director position and shall adjust her base salary to the placement that schedule provides. In no event shall base salary be less than One Hundred Twenty Five Thousand Dollars ($125,000) annually. Base salary shall be paid in equal installments on the payroll schedule used for all employees of the School, subject to all applicable payroll taxes and withholdings.

b. **Annual salary review and realignment.** At the close of each fiscal year, the Board shall review the Employee's base salary for realignment with the School's adopted salary schedule and with the Board's most recent review of comparable compensation. Any adjustment requires action by the Board, takes effect the following July 1, is contingent on available funds and on the School meeting the financial requirements of its charter contract, and shall be documented in the minutes. No adjustment is automatic.

c. **Benefits.** Once the School offers a benefits program, the Employee is eligible to participate on the same terms as other full time employees of the School. The School shall pay one hundred percent (100%) of the premium for the Employee's own coverage under the group health, dental, and vision plans adopted by the Board. Dependent coverage is available at the rates set by the plan unless the Board approves a greater employer contribution by recorded action. These plans are subject to modification at the discretion of the Board, and the employer paid portion of any premium is part of the total compensation reviewed for reasonableness under Section 6.

d. **Supplemental benefits allowance.** Beginning July 1, 2027, in place of the Planning Year healthcare stipend, the School shall provide the Employee a supplemental benefits allowance of Five Thousand Dollars ($5,000) per contract year, paid in equal installments as taxable wages and subject to applicable withholding. The allowance is intended to offset the cost of supplemental coverage and out of pocket medical costs, is not conditioned on the purchase of any particular coverage, and counts toward total compensation for purposes of Section 6.

e. **Life insurance and death benefit.** The School shall maintain group term life insurance on the Employee, paid by the School, with a death benefit equal to three (3) times the Employee's annual base salary, payable to the beneficiary the Employee designates with the carrier. The Employee may name and change her beneficiary at any time under the terms of the policy. The Employee acknowledges that employer paid coverage above Fifty Thousand Dollars ($50,000) results in imputed income under Section 79 of the Internal Revenue Code. If the Employee dies while employed under this Agreement, the School shall also pay her base salary through the end of the calendar month in which the death occurs to her estate or designated beneficiary. Except for insured benefits payable by the carrier, the School has no obligation to continue salary or other compensation after that date.

f. **Vacation, sick leave, and personal days.** The Executive Director position is provided with ten (10) days of annual vacation, nine (9) sick days, and three (3) days of paid personal leave per contract year. Unused sick days carry over at the end of the 52 week work period without limit. The Employee is not eligible for payment for the value of accrued unused vacation leave, sick leave, or personal days upon separation from employment.

g. **Business expenses.** The School shall reimburse reasonable and necessary business expenses incurred in the performance of the Employee's duties, in accordance with the expense policy adopted by the Board and supported by documentation sufficient to satisfy an accountable plan under applicable Internal Revenue Service rules.

5. Annual Performance Incentive

a. **Authority.** The Board may establish an annual performance incentive for the Employee. The measures, weightings, and maximum amount shall be set by the Board in writing before the start of the fiscal year to which they apply.

b. **Basis.** Any incentive shall be based on the Employee's annual evaluation against the goals adopted by the Board, which shall include academic performance, financial health and audit results, operational and regulatory compliance, student enrollment and retention, governance support, and fundraising and development results. No single measure shall control the award.

c. **Maximum.** Any incentive awarded is capped at fifteen percent (15%) of the Employee's base salary for the fiscal year in question, is paid as a lump sum, and does not become part of the Employee's annual base salary.

d. **Source and conditions.** An incentive may be paid only from unrestricted funds, only after the School has met its financial obligations for the year and maintained the fund balance required by its charter contract and Board policy, and only if the School's most recent independent audit contains no unresolved material findings.

e. **No compensation tied to a share of funds raised.** No part of the Employee's compensation shall be calculated as a percentage, commission, share, or contingent portion of any grant, gift, donation, or other contribution received by the School, whether restricted or unrestricted, and no part of the Employee's compensation shall be calculated as a share of the School's revenue.

f. **Approval.** Any incentive requires a vote of the Board at a properly noticed meeting, recorded in the minutes, with the Employee absent from the deliberation and the vote.

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6. Compensation Approval, Reasonableness, and Conflicts of Interest

a. **Board authority.** Total compensation for the Employee, including base salary, stipends, benefits, and any incentive, shall be approved in advance by a vote of the Board at a properly noticed meeting, with the Employee absent from the deliberation and the vote, and shall be recorded in the minutes.

b. **Reasonableness.** Before approving or adjusting total compensation, the Board shall review data on compensation for comparable positions at similarly situated Georgia charter schools and nonprofit organizations of comparable size, budget, and scope, and shall document the basis for its determination that the Employee's total compensation is reasonable and does not exceed fair market value for the services provided, consistent with 26 U.S.C. § 4958 and 26 C.F.R. § 53.4958-6.

c. **No self dealing.** The Employee shall not participate in setting her own compensation, shall not serve as a member of the Board, and shall not hire, supervise, or set the compensation of an immediate family member except with prior approval of the Board under the School's conflict of interest and nepotism policies.

d. **Conflicts of interest.** The Employee shall comply with the School's conflict of interest policy, with O.C.G.A. § 20-2-2084, and with the Georgia Nonprofit Corporation Code at O.C.G.A. § 14-3-860 et seq. The Employee shall not solicit or accept any gift, favor, loan, service, promise of future employment, or other thing of value from any person or entity doing business or seeking to do business with the School, and shall not use her position or information that is not available to the public for personal financial gain.

e. **Public disclosure.** The Employee acknowledges that her compensation is subject to disclosure under the Georgia Open Records Act and on the School's annual IRS Form 990.

7. Evaluation

a. In accordance with state law and procedures adopted by the Board, the Board shall annually evaluate the Employee's effectiveness in carrying out her duties as Executive Director, including improving educational outcomes for students and implementing the policies of the Board.

b. The evaluation shall be in writing, shall be based on the degree of accomplishment of the goals and objectives established by the Board and the performance framework in the charter contract, and shall be completed before the close of each fiscal year, with the Board's action recorded in the minutes.

c. The Employee acknowledges that the establishment of an evaluation procedure does not create an expectancy of continued employment upon the expiration of the term of this Agreement.

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8. Termination

a. **Termination for Misconduct Cause.** The Board may terminate this Agreement immediately upon written notice, with no severance and no further compensation due beyond amounts earned through the date of termination, for any of the following, each of which is "Misconduct Cause": fraud, misappropriation, theft, or dishonesty involving the School or its funds; conviction of, or entry of a plea of guilty or nolo contendere to, a felony or a crime involving moral turpitude; falsification of School records, including enrollment, attendance, or financial records; failure to obtain or maintain, or revocation of, a required background clearance or credential; a substantiated violation of law or Board policy that materially harms the School or its students; or conduct that places the School's charter, funding, or tax exempt status at risk. Misconduct Cause is limited to the grounds listed in this subsection.

b. **Termination for any other reason.** The Board may terminate this Agreement for any reason other than Misconduct Cause, including performance or a change in the direction of the School, by giving the Employee written notice. In that event the Employee shall receive six (6) months of her then current base salary, paid on the regular payroll schedule, together with continuation of the employer paid portion of her health premium for the same period to the extent the plan permits. At the Board's election, all or part of that period may be served as a working notice period rather than paid after separation. A material breach of this Agreement by the Employee that is capable of cure and is not cured within thirty (30) days of written notice is grounds for termination under this subsection.

c. **Resignation for Good Reason.** If the Employee resigns within sixty (60) days after any of the following occurs without her written consent, the resignation is treated as a termination under subsection (b) and the six (6) months of base salary described there is payable: a material reduction in her base salary, duties, authority, or reporting relationship; a material breach of this Agreement by the School; or a requirement that she relocate her regular work location more than fifty (50) miles.

d. **Resignation without Good Reason.** If the Employee wishes to end this Agreement for any other reason, she shall give the Board at least ninety (90) days written notice prior to the effective date of the resignation, and no severance is payable.

e. **Conditions on severance.** Severance under this Section is consideration for the Employee's advance notice commitments, her cooperation in an orderly transition, and her execution of a general release of claims in favor of the School within the period the Board specifies. Severance is forfeited if the Employee fails to sign the release, materially fails to cooperate in the transition, or if, after separation, the Board learns of conduct that would have constituted Misconduct Cause. Severance shall not exceed the compensation the Employee would have earned through the remaining term of this Agreement.

f. **Charter contingency.** This Agreement terminates automatically, with no obligation beyond compensation earned through the date of termination, if the School's charter contract is terminated, is not renewed, or is relinquished, or if the School does not open to students.

g. **Death or inability to perform.** This Agreement terminates upon the death of the Employee, subject to the life insurance and death benefit provisions of Section 4, or upon a determination by the Board that the Employee is unable to perform the essential functions of the position with or without reasonable accommodation, consistent with applicable law.

h. **Obligations on separation.** Upon separation for any reason, the Employee shall return all School property, records, and data in her possession and shall cooperate in an orderly transition of duties. No payment shall be made under this Section that would constitute an excess benefit transaction under 26 U.S.C. § 4958 or that is otherwise prohibited by Georgia law, and all payments under this Section are subject to funds lawfully available in the then current fiscal year.

9. Background Check, Credentials, and Accurate Representation

a. Employment under this Agreement is contingent upon clearance of a fingerprint supported criminal background check before the first day of employment and at the intervals required by law or Board policy. This Agreement will be revoked or terminated if background investigation results are unsatisfactory based on the requirements established by the Georgia Department of Education, the State Charter Schools Commission of Georgia, or state law.

b. The Employee shall obtain and maintain any certification, license, or clearance required for the position and shall notify the Board Chair in writing within the period required by Board policy or law of any arrest, charge, or action affecting a required credential.

c. The Employee represents that all information provided to the School in connection with her employment, including her application, resume, and credentials, is accurate and complete. A material misrepresentation is grounds for termination for cause under Section 8.

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10. Confidentiality, Student Records, and Protected Reporting

a. In performing her duties, the Employee may receive confidential and proprietary information of the School. The Employee agrees not to divulge confidential or proprietary information, as defined in the School's Staff Handbook, to anyone outside the School at any time, whether or not she remains employed by the School, except as necessary to the operations of the School with the prior written approval of the Board or as required by law.

b. The Employee shall protect the confidentiality of student records in accordance with the Family Educational Rights and Privacy Act and applicable Georgia law.

c. Nothing in this Agreement restricts or discourages the Employee from making a disclosure required by the Georgia Open Records Act or other applicable law, from reporting in good faith suspected fraud, waste, abuse, or a violation of law to the Board, the State Charter Schools Commission of Georgia, the Georgia Department of Education, the School's auditor, or law enforcement, or from exercising any other right protected by law. The Employee shall not be retaliated against for any such report.

11. Compliance and Ethics

a. The Employee shall operate the School in compliance with its charter contract, Board policy, the Georgia Open Meetings Act and Open Records Act, the School's procurement and purchasing policies, and, where federal funds are involved, the requirements of 2 C.F.R. Part 200.

b. The Employee shall not cause the School to enter into a contract with the Employee, an immediate family member of the Employee, or an entity in which the Employee or an immediate family member holds a material financial interest, except with prior disclosure to and approval by the Board under the School's conflict of interest policy and applicable Georgia law, and with the Employee absent from the deliberation and the vote.

c. The Employee shall not use School funds, property, personnel, or her position for personal benefit.

12. Insurance and Indemnification

a. The School shall maintain directors and officers liability coverage and errors and omissions coverage that covers the Employee while acting within the scope and course of her employment, at coverage levels set by the Board and at least as required by the charter contract.

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b. The School shall defend, indemnify, and hold harmless the Employee to the fullest extent permitted by the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-850 et seq., against claims, suits, actions, and legal proceedings arising from acts or omissions occurring while the Employee was acting within the scope and course of her employment and in her official capacity.

c. Indemnification does not extend to acts or omissions outside the scope of employment, willful misconduct, gross negligence, fraud, intentional violation of law, criminal acts, or any matter for which indemnification is prohibited by Georgia law. Nothing in this Section creates personal liability for any individual member of the Board.

d. Advancement of expenses is available only as permitted by O.C.G.A. § 14-3-853 and only upon the Employee's written affirmation of good faith and written undertaking to repay any amount advanced if it is ultimately determined that she is not entitled to indemnification. The School shall not pay for the defense of criminal charges except as expressly permitted by Georgia law and approved by the Board, and any such payment is subject to repayment upon conviction or a plea of guilty or nolo contendere.

13. Miscellaneous

a. **Governing law.** This Agreement is entered into and shall be governed by the laws of the State of Georgia.

b. **Entire agreement.** This Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings, written or oral, including the Executive Director Letter of Agreement dated August 29, 2024, and any amendments to it.

c. **Amendment.** This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment signed by both parties and approved by a vote of the Board recorded in the minutes.

d. **Severability.** If any provision or part of a provision of this Agreement is determined to be unlawful, void, or invalid, that determination shall not affect any other provision, and all other provisions shall remain in full force and effect.

e. **Assignment.** This Agreement is personal to the Employee and may not be assigned by her.

f. **No waiver.** The failure of either party to enforce any provision of this Agreement is not a waiver of that provision or of any other provision.

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g. **Counterparts.** This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

Please indicate your agreement to the foregoing by signing this Agreement below.

______________________	______________________
Board Chair (print)	Employee (print)
______________________	______________________
Board Chair (signature)	Employee (signature)
______________________	______________________
Date	Date

Approved by the Board of Directors of The Wright Community School on ___________, 2026, as recorded in the minutes of that meeting.

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