

CHARTER SCHOOL AGREEMENT

THE LIGHTHOUSE SCHOOL

by and between

Coos Bay School District No. 9

and

The Lighthouse School

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CHARTER SCHOOL AGREEMENT THE LIGHTHOUSE SCHOOL

This Charter School Agreement (this "Charter"), entered into effective as of July 1, 2026 (the "Effective Date"), by and between Coos Bay School District No. 9, an Oregon public school district (the "District"), and The Lighthouse School, an Oregon nonprofit corporation ("Nonprofit Corporation"), to establish The Lighthouse Public Charter School, an Oregon public charter school (the "Charter School").

RECITALS

A. The Lighthouse School operated as a charter school from 2002-2016 under the sponsorship of the North Bend School District. On March 14, 2016, an application was submitted by the Nonprofit Corporation to the Coos Bay School District for formation of The Lighthouse Public Charter School ("Charter School") as a charter school to operate within the District. The parties entered into an initial Charter Agreement effective July 1, 2016 and ending June 30, 2020 (the "First Charter"), renewed the First Charter for a second term effective July 7, 2021 and ending June 30, 2026 (the "Second Charter").

B. On December 8, 2025, the District approved renewal of the Existing Charter for a third charter term for the 2026-2031 school years.

C. The parties intend that this Charter serve as the charter agreement for the Charter School.

D. The recitals set forth above are contractual and are to be considered part of this Agreement and to be construed to effectuate this Agreement.

NOW, THEREFORE, in consideration of the foregoing contractual recitals and the mutual understandings, covenants, and payments herein described, and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. ESTABLISHMENT OF THE CHARTER SCHOOL

This Charter is the written charter required under ORS 338.065(1) for the establishment of the Charter School as a public charter school under ORS Chapter 338 (the "Act"), which authorizes public charter schools and generally describes their formation, operation, and funding.

2. TERM OF AGREEMENT

2.1 Term. The term of this Charter shall commence on July 1, 2026, and will automatically expire on June 30, 2031, unless earlier terminated as provided herein.

2.2 Renewal. The term may be renewed upon the authorization of the District Board as provided in ORS 338.065. The District Board will evaluate the renewal in accordance with the requirements of the Act.

3. APPLICATION IS INCORPORATED; CONFLICT BETWEEN APPLICATION AND AGREEMENT

The District accepts the Application of the Nonprofit Corporation, including all the terms and provisions therein, except as modified by the historical operations of the Charter School and this Agreement. In the case of any conflict between any term of the Application, the historical operations of the Charter School, and any term of this Agreement, this Agreement shall govern. A failure by the Charter School or the Nonprofit Corporation to perform or fulfill any term or provision of the Application may be determined by the District to be a breach of this Agreement, subject to the provisions of Sections 22 and 25.

4. RELATIONSHIP BETWEEN NONPROFIT CORPORATION AND CHARTER SCHOOL

The Nonprofit Corporation, and not the Charter School, is a party to this Agreement. Although many provisions in this Agreement refer to the Charter School and grant rights or impose obligations on the Charter School, it is the Nonprofit Corporation that has the legal responsibility under this Agreement to the District. Therefore, it is the responsibility of the Nonprofit Corporation to ensure that the Charter School fulfills all its obligations under this Agreement, and it is the Nonprofit Corporation that shall be held responsible for any failure of the Charter School to fulfill those obligations. Failure by the Charter School to fulfill its obligations under this Agreement may be cause for District to terminate this agreement or for District to refuse to renew this agreement in accordance with Oregon law.

5. COMPLIANCE WITH LAWS; POLICIES

5.1 Applicable Laws. The Charter School will comply with all applicable federal and state laws, local ordinances, and regulations, as amended from time to time, including, but not limited to:

All laws listed in ORS 338.115 in effect as of the Effective Date of this Agreement, and as may be amended or such new laws that may be adopted during the term of this agreement to the extent required by law.

5.2 Elementary and Secondary Education Act. The Charter School is subject to the assessment and accountability provisions of the Elementary and Secondary Education Act ("ESEA") that apply to charter schools, and the Charter School will cooperate with all District efforts to ensure compliance with ESEA, including, without limitation, the potential designation of the Charter School as a school in need of comprehensive or targeted improvement. The Charter School agrees to implement all conditions required by those designations; and will satisfy all other state and federal requirements with respect to assessment and accountability under ESEA that apply to charter schools.

5.3 Policies. The Charter School will follow all adopted District policies to the extent such policies are reasonably applicable to Charter School operations, and only where the Charter School has not adopted its own policy on a given subject. The Charter School acknowledges and understands that the Charter School bears the responsibility for implementing any such policies.

6. EDUCATIONAL PROGRAM

6.1 Overview. The Charter School agrees to design and implement the educational program described to the Board and in the Application, as amended by the historical operations of the Charter School as of the Effective Date of this Charter. The Charter School agrees that:

6.1.1 The curriculum will be fully aligned with Oregon curriculum state standards, and the Charter School will work in collaboration with the District's learning targets to serve as a guide for curriculum unit development and assessment;

6.1.2 It will provide differentiated instruction in all classes;

6.1.3 The educational program implemented will meet the requirements of state and federal law, including, without limitation, Oregon content standards described in ORS 329.045, and other requirements concerning subjects of instruction and content standards as applicable to the Charter School;

6.1.4 All instructional materials will align with applicable Oregon State Standards, and the Charter School's education program set forth in this Charter. The Charter School shall notify the district in writing of its intent to utilize new curriculum 60 days in advance of its implementation.

6.2 Curriculum. The Charter School will make available upon request its curriculum, including instructional materials, learning targets, and written philosophies and values, available for inspection by the District at the Charter School during normal school hours.

6.3 Grades Served. The Charter School may provide instruction to students in pre-kindergarten through eighth grade.

6.4 Minimum Instructional Hours. The Charter School will annually adopt and implement a school calendar which provides the students in each grade level with instructional hours in accordance with OAR 581-022-2320 and will ensure that those hours are met.

6.5 Student Assessment. The Charter School will assess student performance (a) in the manner described in the Application, (b) as provided in ORS 338.115(1)(L) in a manner consistent with assessments administered by the District to its elementary students from time to time. The assessments will include:

6.5.1 Administering to each student each school year the required State assessments to the extent the District requires its students to take such assessment;

6.5.2 Administering to each ELL Student (defined in Section 8 below) each school year the English Language Proficiency Assessment;

6.6 Student Achievement. The Charter School will meet established learning targets developed pursuant to Senate Bill 141 (Chapter 406, 2025 Laws) and the Charter School will work in collaboration with the Districts learning targets. The Charter School will be deemed to have met the student achievement requirements of this Charter if, on a subject-by-subject basis, the percentage of Charter School students meeting or exceeding achievement standards on State assessments in English language arts, mathematics, and science is greater than or equal to the

corresponding percentage for students enrolled in the District's programs. Based on the Charter School's demonstrated academic performance during the term of the initial charter agreement, notwithstanding the foregoing, the District agrees that it will not terminate this Charter solely for the Charter School's failure to meet student achievement requirements for any school year so long as (a) the Charter School met student achievement requirements for the immediately preceding school year, and (b) the Charter School develops and implements a plan of improvement to address deficiencies and to improve student achievement in areas where the Charter School failed to meet or exceed district percentages. The Charter School shall develop such plan within sixty (60) days of receipt of final test scores indicating such failure and shall deliver a copy of the plan to the District upon completion of the plan. The District may terminate the Charter if the Charter School fails to meet student achievement requirements in two consecutive school years.

6.7 Nonsectarian. The Charter School must operate in all respects as a nonreligious and nonsectarian public school, and in no event may the Charter School be affiliated with any nonpublic sectarian school or any religious organization. But the Charter School is not prohibited from leasing space or facilities from or to nonpublic sectarian schools or religious institutions.

6.8 Health Services. The Charter School acknowledges that it is legally responsible to comply with OAR 581-022-2220 with respect to Health Services for its students. The Charter School may contract for District services in order to comply with the Charter School's legal obligations under OAR 581-022-2220. The Charter School and the District shall mutually agree on the cost of these services and the District shall use the Charter School's share of tier 2 service credits through the SCESD for such services to the extent tier 2 service credits are available. If tier 2 service credits are not available, the Charter School shall also have the ability to purchase such at the lower of the District's actual cost or the cost at which the District purchases such services from third-party vendors. In no event shall the District require any additional payment from the Charter School for services provided to the Charter School where such services were obtained through use of tier 2 service credits through the SCESD.

The District acknowledges that it is responsible for Health Management planning for health services related to the student's disability and outlined in a student's IEP. The District health services staff may delegate the provision of medical tasks to the Charter School staff to the extent allowed by, and in compliance with, applicable state and federal law. The Charter School and the District shall mutually agree on the cost of these services to be paid by the District provided that such cost fully reimburses The Charter School for all cost incurred by the Charter School to provide such services.

7. ENROLLMENT

7.1 Generally. Student enrollment in the Charter School is voluntary. All students who reside within the District and apply for and qualify for admission are eligible for enrollment at the Charter School if space is available. If the number of applications from students in the District exceeds the capacity of a program, class, grade level, or building, the Charter School will select students through an equitable lottery selection process, in accordance with the terms of ORS 338, which may include a weighted lottery for historically underserved students, if allowed by applicable law. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following

completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students is governed by Section 9.

7.2 Phased Enrollments; Deadlines. The Charter School may, in its discretion, elect to conduct a series of open enrollments (but not more than three phases) for each school year, provided the process conforms to this Agreement. Each year, the Charter School will set deadlines by which such applications must be received for each phase of the enrollment process. These deadlines may change from year to year at the discretion of the Charter School.

7.3 Application Process; First Phase of Enrollment Process. Beginning January 1 of each year or a date set thereafter by the Charter School, prospective students may apply for admission to the Charter School for the school year that begins the following August. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the maximum number of students allowed for each grade under Section 5.1, then all the applications for that grade will be accepted (including applications from nonresidents, as described in Section 6.8). To illustrate, if the maximum number of students for a grade is 20, and if 15 applications are received, then all 15 applicants will be accepted. The remaining five “available spaces” will be filled in the second or third phases.

If the number of applications received for any grade is greater than the maximum number of students determined by the Charter School for that grade, then the Charter School will conduct an equitable lottery, taking into consideration the criteria in section 7.6, in a manner determined by the Charter School and consistent with state law to admit the maximum allowed number of students for that grade and to create a waiting list for subsequent admission should a space become available later. To illustrate, if the maximum number of students for a grade is 20, and if 35 applications are received, then 20 applicants will be accepted through the lottery process, and a waiting list of 15 can be determined, with order of priority on the waiting list also determined through the lottery process.

7.4 Second and Third Enrollments. If the Charter School receives fewer applications than the maximum number of students determined by the Charter School for any grade, then the Charter School may set a second application deadline. The admissions process will be the same as with the first phase, but will apply only with respect to the “available spaces,” if any, for each grade.

The Charter School may also accept additional applicants in order to create or expand a waiting list for any grade.

If after the second phase of enrollment there remains “available spaces” in any grade, or the Charter School desires to create or expand a waiting list for any grade, the Charter School may hold a third phase of enrollment, which will end shortly before the school year begins. Students who apply will be enrolled (if space is available) or added to the waiting list in the order the applications are received. Thereafter, up until the first academic term has ended, additional students who apply will be enrolled (if space is available) or added to the waiting list in the order the applications are received.

7.5 Use of Waiting List; Filling Spaces if no Waiting List. If at any time a student who has been enrolled declines to attend the Charter School, or if an attending student withdraws

or is permanently expelled, the Charter School may admit the next student on its waiting list for the applicable grade.

The following provision applies after the final phase of enrollment under Section has been completed and during the school year, if there is no waiting list or if all students on the waiting list have already enrolled or have been extended an offer to enroll and have declined: in the foregoing situation, if a space becomes available in any grade, the Charter School may enroll the first student who applies.

7.6 Preferences After First Year. As provided in ORS 338.125, in the second and following years of operation, the Charter School may give admissions preference to (1) students (including non-resident students) who were enrolled in the Charter School in the prior year; (2) applicants who have siblings who are presently enrolled in the Charter School and who were enrolled in the Charter School in the prior year; (3) students who were enrolled in a public preschool or prekindergarten program operated by the Charter School; (4) students who reside within the boundaries of the District but are not eligible under categories 1-3; (5) students who are on the waiting list in the previous year and have re-applied for admission without regard to resident status; and (5) nonresident students who are not eligible under subparagraphs 1-3, or 5.

The foregoing priority level shall be applied at each phase of enrollment, with students within each level being selected, if necessary, by random lottery.

7.7 Nonresident Admission. Students who do not reside in the school district are eligible for enrollment in the Charter School if space is available. Nonresident students may be considered for enrollment at the Charter School after all resident students who have applied for and qualified for admission have been admitted, and only if the Charter School has adequate space and staff to accommodate nonresident students.

7.8 Student Registration. Upon a student's admittance to the Charter School, the Charter School will ensure that a District enrollment form is completed for the student before he or she attends the first day of school.

7.9 Minimum Enrollment. The Charter School must maintain an active total Charter School enrollment of at least 25 students. Active enrollment for purposes of this Charter means the total number of eligible students enrolled in and regularly attending the Charter School with fewer than ten consecutive days of absences. Subject to the limitations of State requirements, and based upon the circumstances of the reduced enrollment, the District may terminate this Charter as a failure to meet the terms of this Charter under Section 22.1 of this Charter, if fewer than 25 students have enrolled by the last Tuesday in August of each year, or if enrollment falls below that number for two consecutive months.

7.10 Maximum Enrollment. The maximum number of students who may be actively enrolled in the Charter School is limited to 432 during the term of this Charter. The maximum number of students that shall be enrolled in any single grade or classroom shall be determined by the Charter School.

7.11 Active Roll. A student must be entered on and withdrawn from the Charter School's active roll in accordance with District policies and OAR 581-023-0006.

7.12 Nondiscrimination. The Charter School may not limit admission or discriminate against any person on the basis of actual or perceived race, religion, sex, sexual orientation, gender identity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level. Additionally, the Charter School may not discourage students otherwise eligible to attend the Charter School, including any student with special needs, from applying to or attending the Charter School.

7.13 No Dual Enrollment. Without the District's prior written approval, the Charter School shall not permit a student to attend the Charter School on a full-time or part-time basis if such student attends or is enrolled, on a full-time or part-time basis, in another public school or another public charter school. If the Charter School, or any of its teachers, employees, or staff becomes aware that any Charter School student is enrolled or attending another public school, another public charter school, or a non-public school on a full-time basis or part-time basis, the Charter School will notify the District in writing within three business days and will request that the parent of such student take appropriate action to reduce the student's enrollment and attendance to one school.

8. ENGLISH LANGUAGE LEARNERS

The Charter School must comply with all federal, state, and local laws, ordinances, rules, and regulations, and all District policies regarding service to any student who is an English Language Learner ("ELL Student"), including without limitation, providing the services required under ORS 336.079, complying with Oregon content standards described in ORS 329.045, and complying with other requirements concerning subject of instruction and content standards.

9. STUDENTS WITH DISABILITIES

9.1 Generally. Both the Charter School and the District will comply with all District policies and regulations and all requirements of federal and state law concerning the special education of school-aged children who are eligible under the Individuals With Disabilities Education Act ("IDEA"). The term "special education student" means a student or prospective student of the Charter School who is eligible for special education and related services under IDEA or has an Individualized Education Program under IDEA ("IEP").

9.2 Application and Enrollment. The Charter School will admit students without regard to their status as special education students. The parties intend by this process to ensure that the Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. The District and the Charter School recognize that the District is responsible for providing services to all special education students that attend the Charter School. The District will provide the special education services for all students in the Charter School that are eligible for special education and related services under state and federal law. For any prospective student with an IEP, the Charter School will notify the District within three school days after enrollment, and a representative from the Charter School will attend the IEP team meeting at which time the team will determine whether or not the Charter School is the least restrictive environment and appropriate placement for the student. If the IEP team determines that the Charter School is not the least restrictive environment or appropriate placement for the student, and unless otherwise required by state or federal law, the Charter

School may not continue to serve the student so long as the student's IEP specifies a placement other than the Charter School.

9.3 Nonresident Students. Under ORS 338.165(1)(c), students enrolled at the Charter School and eligible for special education and related services shall be considered students of the District for purposes of data collection and reporting. Additionally, under ORS 338.165(1)(a), the District shall be responsible to identify, locate and evaluate students enrolled at the Charter School to determine which students may be in need of special education and related services and shall receive funding from the State School Fund for students who are eligible for special education and related services who are enrolled in the Charter School.

9.4 Administering IEPs. The Charter School will work closely with the District to ensure that any required special education and related services are provided and will make any required accommodations. The parties recognize that there will likely be several methods or "delivery mechanisms" for providing these services. The framework is as follows:

9.4.1 The District is responsible for ensuring the provision of necessary special education programs and services for any special education student enrolled at the Charter School and the District will retain all funding for its special education students, including additional funding pursuant to ORS 327.013(1)(c)(A)(i);

9.4.2 The IEP team will evaluate the placement of each enrolled special education student during the school year, as the IEP team deems appropriate, and is responsible for the content of the IEP and the provision of a free appropriate public education for the student;

9.4.3 The Charter School will be responsible to (a) have a staff member on the IEP team of each enrolled special education student, (b) work closely with the IEP team to determine how to meet the goals of the IEP, (c) implement all accommodations and modifications listed on the IEP as located in the general education classroom, (d) abide by the IEP team's decision in all areas and not change a student's IEP without IEP team action, (e) provide substitutes for the Charter School staff who are required to attend IEP meetings related to a special education student, and (f) comply with all District procedures, policies, and regulations, and the requirements of federal and state law concerning the education and discipline of children with disabilities;

9.4.4 The District will provide consultation as necessary to Charter School teachers to ensure that the Charter School Teachers have the information necessary to implement the accommodations and modifications on the IEPs of special education students in their classrooms.

9.4.5 The Charter School will cooperate with District staff to assist in the effective delivery of the services, which might include on-site or pull-out service delivery and the Charter School will provide a dedicated space, that is not shared with other staff or programs while the special education teacher is on-site, where students can receive services;

9.4.6 Unless otherwise agreed by the parties in writing, the District shall not be obligated to compensate the Charter School for accommodations or modifications that the Charter School is required to provide in accordance with federal and state laws concerning persons with disabilities; and

9.4.7 The District, in consultation with the IEP team, has the discretion to determine which specialized programs and services it will provide, if any, at the Charter School, as opposed to at a District location.

9.5 Child Find; Accepted Students Later Determined to Be Special Education Students. Although the "Child Find" responsibility under IDEA remains with the District, the Charter School is responsible for ensuring that these responsibilities are carried out with respect to students enrolled in the Charter School. The Charter School will immediately notify the District if the Charter School suspects that a student may need evaluation to determine eligibility for special education. The Charter School must comply with the District's practices and policies for referral of students for evaluation, including but not limited to general education intervention strategies, data collection, and referral procedures as required by state and federal law. Any student referred for evaluation will remain enrolled at the Charter School unless an IEP team determines that the Charter School is not the appropriate placement for that student. The Charter School will ensure that all of its teaching staff has been trained in the Child Find process. The District will, to the extent possible, make available to the Charter School's teachers, Child Find training that is available to District teachers.

9.6 Discipline of Special Education Students. The Charter School will comply with state and federal law with regard to the discipline of special education students, including working with the District to conduct a manifestation determination before excluding a special education student for more than ten school days in a school year or expelling a special education student. The Charter School will promptly notify the District any time a special education student is excluded from school for any reason and for any period of time, including but not limited to disciplinary suspension.

9.7 Funding for Special Education Students. Any funds allocated to and/or received by the District due to a student's status as a special education student shall be retained by the District and used to provide special education services to Charter School special education students.

9.8 Section 504. The Charter School acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS Chapter 659 with respect to its students, staff and patrons. As such, the Charter School is responsible for evaluating and identifying students eligible under Section 504, as well as drafting and implementing 504 plans for any eligible students. The Charter School may contract for District services in order to comply with the Charter School's legal obligations under Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS Chapter 659. The Charter School and the District shall mutually agree on the cost of these services.

10. RECORDS

10.1 Generally. The Charter School will be the custodian of records for general education students enrolled in the Charter School, and the District will be the custodian of records for all special education records for student eligible for special education services for students enrolled in the Charter School. The District will provide the Charter School with a copy of all special education records that pertain to students enrolled at the Charter School.

10.2 Weighted Average Daily Membership. The Charter School will use the Districts student information system to identify and count, and keep accurate records of: (a) its number of enrolled students and their days present and absent; (b) attendance; (c) the number of enrolled special education students; (d) the number of students eligible for and enrolled under ORS 336.079 (relating to ELL Students); (e) other data required in order to calculate average daily membership or weighted average daily membership ("ADMw"), and (f) any other information or records necessary or convenient for the District to determine funding. The Charter School agrees to pay its proportionate share to use the District's Student Information and Attendance system, unless SSF funding is 85% or lower in any given year.

10.3 Academic Records. The Charter School agrees to accurately and timely maintain all records, including student academic records, required by law and this Charter, and agrees to retain and disclose those records as required by law. In each annual notice of the Charter School required by the Family Education Rights and Privacy Act, the District's charter school liaison (or such other District officials designated by the District) must be listed as school officials with legitimate educational interest in the education records of the Charter School students so that they may access student academic records as needed.

10.4 Financial Records. The Charter School agrees to establish, maintain, and retain appropriate financial records for the Charter School in accordance with all applicable federal and state laws and for a period of seven years following the expiration or earlier termination of this Charter. Additionally, the Charter School must operate in accordance with generally accepted standards of fiscal management applicable to Oregon nonprofit corporations, provided that the Charter School's financial statements are prepared in conformity with Generally Accepted Accounting Principles and that the Charter School's accounting method complies in all instances with governmental accounting requirements that apply to charter schools.

10.5 Additional Required Records. From time to time during the term of this Charter, as District policies or state requirements change, the District may provide the Charter School with a list of records and information that the Charter School is required to provide to the District and the dates that the information is due (with reasonable prior notice), to enable the District to meet its reporting requirements. Additionally, the Charter School must establish, maintain, and retain, in accordance with the terms of this Agreement and applicable law, the following:

10.5.1 Written policies for enrollment and admission processes;

10.5.2 A list of formerly and currently enrolled students, including each student's full legal name, student identification number (if any), birth date, address, home school district, and name and address of legal guardian;

10.5.3 The results of the Charter School students on required assessments;

10.5.4 The Charter School's School Improvement Plan (defined in Section 13.1.4 below);

10.5.5 Documentation of all student suspensions and expulsions;

10.5.6 A list of all current staff members and teachers, including name, birth date, address, compensation, evidence of certification to teach or progress toward certification to teach (if applicable), and documentation of termination or registration (if applicable);

10.5.7 Evidence that insurance required under this Charter has been obtained and remains in full force and effect;

10.5.8 Copies of all leases or other agreements or documents relating to the Charter School facilities, and documentation of loans or other debt of the Charter School;

10.5.9 Detailed accounting of school expenditures and sources of income received for 7 years; and

10.5.10 Copies of all currently required certifications and health- and safety-related permits for occupancy of the Charter School facilities.

10.6 Report Cards. If the Charter School does not use the report card process available through the District's student information system, it must maintain student report cards in the format and form approved by Charter School Board of Directors.

10.7 Inspection; Review. The Charter School must promptly make available to the District, upon reasonable request, the foregoing records, including full student cumulative files, and any other records reasonably related in any way to operations of the Charter School or this Charter. This right will survive the termination of this Charter for a period of seven years for all financial records, and three years for all other records, or such longer period required by law or such longer period of time necessary for the District to meet its legal obligations, but the District's right applies only to records applicable to the periods in which the Charter School was operated as a public charter school.

11. POLICIES AND PROCEDURES

11.1 Generally. Within 15 days of adoption, the Charter School will provide the District with a copy of any policies or procedures adopted, amended, modified, or repealed.

11.2 Student Safety. Upon request by the District, the Charter School will provide the District with a copy of its written policies and procedures addressing student safety.

11.3 Student Discipline. The Charter School will adopt student discipline policies and procedures, including with respect to suspension and expulsion, consistent with the District's discipline policies and procedures, provided that the Charter School may develop its own procedural process (referred to as "ARs" under the OSBA policy format system). Additionally, the Charter School must comply with all applicable federal and state laws and regulations governing discipline of children, including laws regarding discipline of children with disabilities and due process requirements. If the Charter School disciplines a student with rights under IDEA and its state-law counterpart, the Charter School will administer discipline in a manner consistent with IDEA and state law and Section 9.6 of this Agreement. The Nonprofit Corporation will deliver a copy of any amendments to its discipline policies to the District within thirty (30) days of adoption. The Charter School shall notify its students of the student rights and responsibilities and shall keep its discipline, conduct, and students' rights policies in a location accessible to students and the public.

All Charter School expulsion proceedings shall be administered according to Charter School policies to age level. Grounds for expulsion from the Charter School shall meet applicable legal requirements, as the parties intend and agree that each shall extend full faith and

credit to the suspension and expulsion of a student of the other, subject to each parties right to enroll and admit any student expelled by the other on a probationary basis. The Nonprofit Corporation shall be responsible for all costs associated with an expulsion hearing.

Upon determining that initiation of expulsion proceedings is warranted, the Charter School shall provide the District with written notice within three (3) days of such determination and no later than five (5) days following the suspension of a student with a summary statement of the grounds and evidence warranting suspension of a student. The Charter School shall also promptly provide a written explanation of the disposition of any expulsion appeal proceeding.

11.4 Criminal Records Checks. In addition to complying with state-law requirements related to fingerprinting and criminal records checks of all employees, the Charter School agrees to conduct fingerprinting and criminal records checks on any volunteer who will have unsupervised contact with students. The Charter School may not allow a volunteer to have unsupervised contact with students if the volunteer has been convicted of an offense that would preclude that individual from working in a public school in Oregon. If any individual refuses to submit to a fingerprint or criminal records check, the Charter School will not allow the person to have unsupervised contact with students.

11.5 Tuition. The Charter School will not charge tuition to students, other than tuition for pre-kindergarten programs, and before- or after-school programs administered by the Charter School.

11.6 Fund-Raising. As provided in ORS 338.125(4), the Charter School may conduct fund-raising activities, but it may not require a student to participate in fund-raising activities as a condition of admission to the Charter School.

11.7 Free and Reduced-Price Meals. The Charter School will provide free and reduced-price meals to eligible students in accordance with federal and state law and will be included in the District's Child Nutrition Program without charge by the District for such services.

11.8 Transportation. The Charter School is responsible for providing transportation to students who reside within the boundaries of the District and who attend the public charter school, all pursuant to the terms of ORS 338.145. The District will not provide transportation to the Charter School students except as required by the Act. The parties may enter into a separate agreement regarding the provision of transportation services dependent on the availability and feasibility of providing such services by the District. The parties recognize that depending on the location of the Charter School, existing District bus routes may not have capacity for any or all of the Charter School students or may not be adequate. The District agrees to continue to provide transportation services to the Charter School in the same manner as in existence during the 2025-2026 school year, and will do so without charge to the Charter School.

11.9 Services and Support Provided by the District. Except as expressly agreed in writing by the District, as set forth in this Agreement, or required by law, the Charter School will not be entitled to the use of or have access to District services, supplies, or facilities. Notwithstanding the foregoing, the District shall allow the Charter School to purchase other services, supplies and equipment from vendors at the cost the District pays for such services and equipment, or the Charter School shall pay its proportionate share of the cost for such services

(but only if the vendor charges additional amounts to the District due to Charter School participation). Except where such services, supplies or equipment are required as part of a student's IEP, the costs of which shall be borne solely by the District, such services, supplies and equipment shall include, but not be limited to, professional development, photocopiers, nursing services, transportation services, busses and other vehicles, security services, office supplies, curriculum, landscaping supplies and equipment, and other reasonable and appropriate educational services, supplies and equipment to be utilized in the operation of the Charter School. Regarding professional development, the District agrees to include notification to the Charter School staff of professional development opportunities that arise from time to time for District staff and Charter School staff shall be allowed to participate where such participation does not result in additional cost to the District. Where there is additional cost, and subject to availability, Charter School staff may participate and pay such costs or fees of attendance at the rate being paid by the District.

11.10 School Calendar. The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. The Charter School anticipates that its school year will begin on the last Wednesday of August, and may end later than District schools. Whenever possible, the Charter school will work to match up with the district with regard to statewide in-service days, and state holidays, and in accordance with any applicable Charter School Collective Bargaining Agreement requirements. The number of instructional hours during each school year shall comply with requirements of state law.

11.11 Complaint Procedure. The Charter School will establish a process for the prompt resolution of a complaint by any parent or guardian of a student who attends the Charter School. The Charter School's complaint procedure will:

11.11.1 Be in writing available at the main office and in a form available on the charter school's website;

11.11.2 Include the name of the person, position, or office with the responsibility for responding to the complaint; and

11.11.3 Specify the time period during which the complaint will be addressed and a final decision issued. If the complaint procedure has multiple steps, the procedure must establish the time period for each step as well as the overall time period for completing the complaint procedure.

12. SCHOOL LOCATION

12.1 Generally. Any location used by the Charter School for school must comply with all applicable local, state, and federal laws and regulations, including, but not limited to, those relating to accessibility, construction, fire, and safety, and zoning and land use codes for school use and must be reasonably acceptable to the District. Additionally, upon request, the Charter School must provide the District with a copy of any lease, purchase agreement, or other binding agreement relating to a school facility for the Charter School. The District shall make available to the Charter School a list of vacant or unused public buildings that may be suitable for operation, in whole or in part, of the Charter School. In the event there is suitable available space in a District-owned building (whether a portion of the building or the entire building), the District agrees to negotiate in good faith to allow the Charter School to lease such space from the District.

12.2 Notice to District. The Charter School must notify the District if:

12.2.1 There is a material change in the condition of any portion of its school facilities, such as through flood, fire, or other unanticipated circumstance, which notification must be made within ten business days of the occurrence of the event;

12.2.2 There is any written allegation that the Charter School has breached any provision of a lease, deed restriction, or other agreement related to its school facilities, which notification must be made within ten business days of the receipt of the written allegation; or

12.2.3 The Charter School's board of directors has passed a resolution to pursue relocation of the Charter School facilities, or has authorized execution of a lease or purchase agreement for new school facilities, which notice must be made within ten business days of passage of the resolution.

13. REPORTING

13.1 Annual Reporting.

13.1.1 By September 15 of each school year, the Charter School must submit to the District:

(a) A list of all teachers, staff members, and administrators at the Charter School, including, for each person, name, compensation, the position or description of duties, the date of the initiation of the criminal background investigation required by Oregon law, and licenses, endorsements, certifications, degrees, and qualifications; and

(b) Proof of insurance required under this Charter.

13.1.2 Within thirty days of written request by the District, the Charter School must submit to the District a summary of currently enrolled students by grade, including the number of students returning from the previous year and the number of students by home district.

13.1.3 No later than September 30 of each year, the Charter School must deliver to the Oregon Department of Education and the District a written report, according to ORS 338.095(1), on the performance of the Charter School and its students and disclose in its report sufficient information to allow the Oregon Department of Education and the District to make a determination of the Charter School's compliance with the requirements of the Act.

13.1.4 For each year of operation, the Charter School must prepare a School Improvement Plan (the "School Improvement Plan") and make it available on the Charter School website and the parents of the students of the Charter School and interested community members no later than the date such report is due for District schools. The School Improvement Plan must include an analysis of student performance data and growth in achievement, analysis of accomplishment of the previous year's established goals, the revised improvement goals, the action plan to achieve those goals, and a procedure to evaluate the progress towards meeting the goals. The parents and community served by the Charter School must be given an opportunity to provide input on the School Improvement Plan.

13.1.5 The Charter School must timely submit to the Oregon Department of Education, or at District's option, cooperate with District so the District may timely submit to the Oregon Department of Education, class and staff reports in accordance with all applicable rules and regulations.

13.2 Reports to Board. Each September, or such later date as may be agreed to by the parties, the Charter School must prepare a written report on the performance of the Charter School and the Charter School students, and such report shall be posted on the Charter School website. The report shall be a report about the prior school year and shall include the following information:

13.2.1 A summary of the achievement of students;

13.2.2 A financial update;

13.2.3 A summary of classes available and to be added;

13.2.4 The current enrollment;

13.2.5 Update about any wait lists for students;

13.2.6 A summary of training given to and received by staff and teachers;

13.2.7 Goals for improvement for the current school year and beyond;

13.2.8 A summary of the staff and their qualifications; and

13.2.9 Any other information reasonably requested by the Board in advance or at the Board meeting.

13.3 Periodic Reports to the District. The Charter School will provide to the District the following periodic reports within 10 days of receipt, or changes to information previously provided to the District, as applicable:

13.3.1 Any correspondence, notices, or determinations from the Internal Revenue Service related to maintenance of the Charter School's tax-exempt status;

13.3.2 Any correspondence, notices, or determinations from the Oregon Secretary of State or the Oregon Department of Justice Charitable Activities Section related to the Charter School's status as an Oregon nonprofit corporation;

13.3.3 A copy of any changes made to the Charter School's articles of incorporation or bylaws;

13.3.4 A list, including name and contact information, of any individuals joining the Charter School's board of directors; and

13.3.5 A list, including name and contact information, of any individuals who resigned from or were terminated as employees of the Charter School.

13.4 Ongoing Reports.

13.4.1 The Charter School will report the name of any student expelled by the Charter School within ten days before the expulsion hearing.

13.4.2 The Charter School will provide documentation of any changes in any certificate of occupancy, or other health-or safety-related permits, applications, or filings within 10 days of change.

13.4.3 Within five days after being named as a plaintiff or defendant in any court proceeding or if any administrative enforcement proceeding is asserted against the Charter School or the Nonprofit Corporation arising from or related to the Charter School, the Charter School must provide the District with notice of the proceeding.

13.4.4 The Charter School must immediately notify the District and other appropriate authorities, in accordance with law, of discipline of the Charter School employees arising from misconduct that is related to students.

13.4.5 The Charter School must comply with all state and federal reporting requirements applicable to charter schools, including, without limitation, to the extent applicable to the Charter School, physical education facilities reports, physical education minutes reports, and staff assignment data. The Charter School will work collaboratively with the District to provide any data, information, or records necessary or convenient to allow or facilitate the District to timely complete and file such report.

13.4.6 Upon District request and within 30 days from the request the Charter School will provide a list of any newly hired employees, including the names of the employees, the position or description of the employees' duties, the date of the initiation of the criminal background investigation required by Oregon law, and the employees' licenses, endorsements, certifications, degrees, and qualifications;

13.4.7 Upon District request and within 30 days from the request the Charter School will provide The Charter School's balance sheet, a statement of revenues and expenditures for the quarter ended, a statement of revenues and expenditures year-to-date, a budget projection summary, all financial statements must reflect all funds, including grants, and must provide separate reports for each fund.

13.5 Failure to Timely Provide Reports or Information to the District. In the event that the Charter School fails to timely provide reports or information to the District in accordance with the Agreement, or in accordance with any other deadlines mutually agreed to by the parties in writing, and further fails to provide such reports or information within seven days of written notice to the Charter School, the District may then immediately upon notification to the Charter School (email notification to Director of the Charter School is an acceptable form of notification), withhold up to 25 percent from any payment owed to the Charter School pursuant to Section 15 of this Agreement until such time that the Charter School has provided the report or information. As soon as possible, but no later than two business days after receiving the missing report or information, the District shall forward the withheld sums to the Charter School. The remedy described in this Section is in addition to and not in substitution of any other remedies the District has under this Charter, the Act, or otherwise.

14. FINANCES

14.1 Annual Budget. On or before April 1 of each year, once the first SSF estimate has been released by ODE, the Charter School shall consult with the District regarding assumptions for school funding for the following year. Based on this consultation, the Charter School will prepare and submit to the District the Charter School's proposed or draft balanced budget for the next fiscal year, on or before June 1. The Final budget will be adopted by the Charter School and submitted to the District by August 1.

14.1.1 During each fiscal year, the Charter School must immediately report to the District any material variation in expenses or revenue from the approved budget. For purposes of this Section 14.2, a material variation is a variation that exceeds the total budgeted amount for the relevant line item by 10 percent.

14.1.2 The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Agreement. The Charter School will be expected to pay for any proportionate share costs invoiced by the District within 30 days of receipt.

14.1.3 If the budget adopted by the Nonprofit Corporation for operation of the charter school filed with the District does not balance, the District may declare the Nonprofit Corporation and/or the Charter School to be financially unstable and this may constitute grounds for termination of this agreement as provided in Section 22 herein, or non-renewal as provided herein.

14.2 Fiscal Year. The fiscal year of the Charter School must begin on July 1 of each year and end on June 30 of the subsequent year.

14.3 Annual Audit. Each year, at the Charter School's sole cost and expense, the Charter School will retain an auditor to conduct an audit of the accounts of the Charter School as required by ORS 338.095(2) and in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990, as it may be amended from time to time. The audit shall be conducted in accordance with the governmental model and conducted by an auditor licensed to perform and experienced with municipal audits. The Charter School will deliver a copy of the final audit to the District, the Oregon Department of Education, and the State Board of Education by the later of December 31, or seven days after receipt of the final audit, of each year during the term of this Charter. In the event that the Charter School fails to timely commence its audit, or in the event the Charter School fails to timely pay any fees or costs of its auditor for its audit services, the District may use funds withheld from the Charter School to retain an auditor to conduct the required audit or pay any unpaid fees or costs of the auditor. No later than 30 days following the Charter School's receipt of the final audit, the Charter School must deliver to the District the Charter School's plan to address any deficiencies noted in the audit. If the District believes that the Charter School's plan to address any deficiencies is inadequate, or if the Charter School fails to timely deliver its plan to the District, the District may begin the termination procedure described in Section 22 for failure to meet the terms of this Charter. The Charter School's obligations to have an annual audit under this Section will survive the expiration or earlier termination of this Charter until the Charter School has completed the required audit for each fiscal year in which the Charter School operated as a public charter school.

14.4 Borrowing Prohibited. Without the prior approval of the Board, during the term of the Charter, the Charter School will not borrow more than 50 percent of the Charter School's ending fund balance on an unsecured basis or encumber any of its assets, except that the Charter School may borrow more than 5 percent of its budgeted income if such borrowing is solely for capital acquisitions and, in connection with such borrowing, may use the acquired assets as security for repayment of the borrowed funds, without the prior approval of the Board.

15. DISTRICT FUNDING

15.1 Percentage of General-Purpose Grant. The District will provide funding to the Charter School in an amount equal to the following percentage of the District's General-Purpose Grant per ADMw as calculated under ORS 327.013 (at the charter schools rate which is the General Purpose Grant (GPG) divided by the current year's ADMw) for students enrolled in the Charter School, unless the District is required by a change in law to pay a higher percentage:

15.1.1 For the school year beginning July 1, 2026 through June 30, 2027, 90% of the District's General-Purpose Grant per ADMw;

15.1.2 For the school year beginning July 1, 2027 through June 30, 2028, 87% of the District's General-Purpose Grant per ADMw;

15.1.3 For all subsequent years of this Agreement, beginning July 1, 2028, 85% of the District's General-Purpose Grant per ADMw.

15.2 The Charter School's ADMw shall include the additional 0.5 ADMw described in ORS 327.013(1)(c)(A)(ii) for each student in average daily membership eligible for and enrolled in an English as a Second Language program under ORS 336.079, but shall exclude the additional 1.0 ADMw described in ORS 327.013(1)(c)(A)(i) for each student in average daily membership eligible for special education as a child with a disability under ORS 343.035.

15.3 Percentage of Children in Poverty. In calculating the ADMw of the Charter School, it will be assumed that the Charter School has the same percentage of children in poverty families, as calculated under ORS 327.013(1)(c)(A)(v)(I), as the District.

15.4 Title I Funds. The Charter School shall be entitled to receive Title I funds or services in accordance with applicable state and federal law, and in a manner consistent with the District's established policies regarding the use and application of Title I funds to schools and programs within the District.

15.5 Payments. Pursuant to ORS 338.155(8), the District shall send payment to the Charter School in the percentages set out below within 10 days after receiving payments from the State School Fund pursuant to ORS 327.095, which payments from the State are due on the following dates:

July 15 – 8.33%

August 15- 8.33%

September 15 – 8.33%

October 15 - 8.33%

November 15 - 8.33%

December 15 - 8.33%

January 15- 8.33%

February 15 - 8.33%

March 15-8.33%

April 15 - 8.33%

May 15 - balance

There will be a one-time annual adjustment with the final (May) payment, as provided in state law, to reflect changes in calculation of ADMw, changes, if any, in the general purpose grant amount.

15.6 Limitation on District's Obligations. The financial commitment on the part of the District contained in this Charter is subject to annual appropriation by the State of Oregon. The District has no obligation to fund the operations of the Charter School to the extent that the District does not receive such funding from the State of Oregon for that purpose during the Charter term.

15.7 State Law Governs. The parties intend that funding and payments be made in accordance with the requirements of state law on the agreed upon payment schedule set forth in Section 15.4. The parties intend that this Charter be automatically modified to conform to any changes in state law relating to the calculation of ADMw, funding provided to the District, or the funding of charter schools, while mutually agreeing to use the payment plan set forth in Section 15.4.

15.8 Grant Funds. The Charter School may apply for and receive grant funds from any public or private entity without the assistance, direction, or oversight of the District and will not be obligated to distribute to the District any portion of grant funds received unless expressly required by the terms or conditions of the grant. The District shall also transfer to the Nonprofit Corporation its proportionate share of any federal, state, or other government grants (or other funding,) that are made or available to the District, where the amount of the grant (or other funding or services) is based solely on the District's ADMw. The District shall include The Lighthouse School in any federal, state, or other government grants (or other funding) in which The Lighthouse School is eligible to receive funds under the District by means of ADMw. The Charter School must comply with all provisions for receiving federal, state, or other government grants (or other funding) as well as submit any paperwork required by the entities for expenditures or use of the funds. This provision does not apply to title funds for which the Charter School is not eligible or to federal IDEA 2004 funding. The District may charge the Charter School an administrative or other fee for any grants received by Charter School and administered by the District beyond the general ADMw funding described in Section 15.1, as provided in the grant.

15.9 Fund Raising and other Fund Sources. In addition to the funding under Section 15.1, the Nonprofit Corporation and/or Charter School may accept gifts, donations, grants and loans, including those described in ORS 338.155(9) and ORS 338.185. The Nonprofit Corporation shall comply with all state and federal laws regarding reporting of charitable contributions. The Nonprofit Corporation shall record all gifts, donations, loans, and grants in the financial records required in Section 14. As provided in ORS 338.125(4), the Charter School may conduct fund-raising activities, but it shall not require a student to participate in fund-raising activities as a condition of admission to the Charter School.

15.10 District Right to Review. The District may, at any time and from time to time, review the number of students actually enrolled in the Charter School.

15.11 Adjustment to Disbursements. In the event of overpayment or underpayment to the Charter School, the District will increase or decrease funding for subsequent months until the overpayment or underpayment is corrected. If, with the final payment for the school year or at the expiration or earlier termination of this Charter, the District has overpaid the Charter School, the Charter School must immediately reimburse the District for the overpayment amount. If the overpayment is not reimbursed to the District within 60 days after written request of the District, the unpaid balance will accrue interest at the rate of 8 percent per annum. If, with the final payment for the school year or at the expiration or earlier termination of this Charter, the District has underpaid the Charter School, the District must immediately pay the Charter School for the underpayment amount to the extent it receives or has received such funds. If the underpayment is not paid to the Charter School by the District within 60 days after written request by the Charter School, the unpaid balance will accrue interest at the rate of 8 percent per annum; however, in no event shall interest begin to accrue until the District has received such funds.

15.12 ESD Services. The District agrees to reasonably cooperate to facilitate or assist Charter School in ordering and receiving its services in a timely manner that are available through the South Coast Education Service District pursuant to ORS 338.115(14), provided that District shall not incur any cost or expense in connection with such cooperation or assistance. The District will use the Charter School's share of Tier 2 service credits to purchase services on behalf of the Charter School.

15.13 Transportation Reimbursement. The District will bill the Charter School for 30% of transportation costs related to activity trips and will assume responsibility for submitting all transportation costs to ODE for reimbursement back to the District. If the Charter School resides outside of Coos Bay School District limits, a list of providers may be requested by the Charter School after July 1 each year to receive current District and ODE Approved Special Pupil Activity Bus (SPAB) list and the Charter School will be responsible for 30% of costs with these providers. Any providers not on the District approved list will require 100% of cost by the Charter School. Nothing in this Section 15.13 shall be construed to limit or restrict the Charter School's access to transportation and services described in Section 11.8 or elsewhere in this Agreement. The Charter may be included in the districts transportation choice and pay its proportionate share of usage at the percent appropriate for services, if any such costs are not covered by the pass through amount, or were incurred due to an activity trip. Costs will be billed to the Charter School on a monthly basis by the District, unless SSF funding is 85% or lower in any given year.

16. SITE VISITS

16.1 District Representatives. Members of the Board, the District's Superintendent, or the Superintendent's designee may visit the Charter School at any time during normal business hours to monitor and evaluate the Charter School's compliance with this Charter.

16.2 Annual Visit. At least annually, a member of the Board, the District's Superintendent, or the Superintendent's designee must visit the Charter School to evaluate its compliance with the terms of this Charter and the Act, and the success of the academic program. The District or its designee may prepare a written report of the findings of its evaluation, which may include the following: (a) a statement summarizing the costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (b) a description of the assessments used to measure student progress; (c) a summary of student assessment results; (d) a description of the staffing of the Charter School, summarizing the qualifications of staff members; and (e) a description of the Charter School's educational program. A copy of any such report must be provided to the Charter School and the Charter School must be given at least 30 days to comment on the report or provide additional information for the report, before it is finalized and presented to the District's Board.

17. CORPORATE STATUS

17.1 Duties and Authority of the Charter School's Board. Subject to the limitations and provisions of this Charter and the limitations of any funding provided by the District or other revenue sources, the Charter School's board of directors will serve as fiscal agent for the Charter School and must ensure compliance with all applicable laws, rules, regulations, policies, procedures, and the terms and conditions of this Charter and the Act, and will have authority to exercise the following powers (together with the powers as provided elsewhere in this Charter or the Oregon Nonprofit Corporation Act):

17.1.1 Contracting for goods and services;

17.1.2 Preparing budgets;

17.1.3 Selecting, supervising, evaluating, and determining compensation for personnel;

17.1.4 Promoting and terminating personnel;

17.1.5 Leasing facilities for school purposes;

17.1.6 Making decisions affecting students' access to education, such as disciplinary decisions;

17.1.7 Retaining final decision-making authority regarding parent complaints;

17.1.8 Providing procedural safeguards to those persons (including parents, students, and employees) affected by the Charter School's execution of any governmental function with respect to providing services related to the Charter School's operation;

17.1.9 Accepting and expending gifts, donations, or grants of any kind, including those described in ORS 338.155(9) in accordance with the conditions prescribed by the donor and in accordance with law and the terms of this Charter, and in compliance with all state and federal laws regarding reporting of charitable contributions; and

17.1.10 Adoption of policies consistent with the terms of this Charter.

17.2 Nonprofit Corporation. At all times during the terms of this Charter, the Charter School must be organized as an Oregon nonprofit corporation. The Charter School has provided the District with a true and complete copy of the Charter School's articles of incorporation and bylaws. The Charter School's articles of incorporation and bylaws may not be amended, modified, or repealed in any way that is inconsistent with the terms of this Charter.

17.3 Corporate Purpose. During the term of this Charter, the Charter School's articles of incorporation must provide that one of the purposes of the Charter School is to operate the Charter School as a public charter school in a manner consistent with this Charter.

17.4 Dissolution. The articles of incorporation and bylaws of the Charter School must provide that upon dissolution of the Charter School, the assets of the Charter School that were purchased with public funds must be given to the State Board of Education, as provided in ORS 338.105(6).

17.5 Tax-Exempt Status. At all times during the terms of this Charter, the Charter School must be exempt from tax under Section 501(c)(3) of the Internal Revenue Code.

17.6 Corporate Records. No later than ten days after receipt of the District's request, the Charter School must provide the District with copies of any and all board minutes, any board policies, and a list of current and former board members, including contact information. The Charter School's obligation under this Section 16.7 will survive expiration or earlier termination of this Charter for a period of seven years.

17.7 Litigation. The Charter School represents and warrants that there is no litigation, claim, or arbitration, pending or threatened, against the Charter School that would affect the Charter School's ability to perform under this Charter.

18. INSURANCE

The Charter School must at all times maintain and keep in force the following insurance:

18.1 Commercial General Liability Insurance. Commercial general liability insurance (occurrence version) with coverage for bodily injury and property damage liability, personal and advertising injury liability, contractual liability, employee benefits liability, professional liability, teachers' liability, and medical payments, with a general aggregate limit of not less than \$2 million and a per occurrence limit of not less than \$2 million. The minimum limits of liability may be satisfied by using a combination of commercial general liability insurance and commercial excess/umbrella liability insurance (following form). In addition, the Non-Profit Corporation's policy shall contain coverage for premises medical payments in a minimum amount of \$10,000.

18.2 Directors' and Officers' Liability Insurance. Directors' and officers' liability insurance in an amount not less than \$1,000,000 for each loss and \$1,000,000 each policy year covering the Charter School, the Non-Profit Corporation, the governing board of the Charter School, employees, and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of this Agreement.

18.3 Business Automobile Liability Insurance. Business automobile liability insurance with coverage for all Charter School owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence for bodily injury and property damage. The policy will include underinsured and uninsured motorist coverage at the limits equal to bodily injury limits.

18.4 Workers' Compensation Insurance. Workers' compensation insurance according to State of Oregon statutes (ORS Chapter 656), as required by law, on all Charter School employees.

All policies of insurance must be issued by a licensed and admitted insurance carrier with a rating not less than A from A.M. Best. The District must be listed as an additional insured, or such equivalent designation depending on the insurance carrier, on all policies of insurance described in Sections 18.1 through 18.3. All policies of insurance must provide for 30 days' prior written notice to the District before cancellation or material change thereto. The Charter School must show proof of all the above insurance within two business days after receipt of a written request from the District. If a party fails to provide such a certificate within ten (10) days after demand by the other party, the other party may purchase the insurance required and bill the party who has failed to purchase the insurance. Each party shall procure and pay for renewals of such insurance prior to the time of expiration of such policies, and each party shall deliver to the other party certificates of such renewal policies before the expiration of any existing policy.

19. STAFF HIRING, QUALIFICATIONS, COMPENSATION, BENEFITS AND PERS

19.1 The Nonprofit Corporation governing board, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. However, the Charter School will in good faith consider applications from qualified teachers who are employed by the District and agrees to give preference in hiring qualified teachers formerly-employed by the District who have lost their teaching positions with the District due to budget reductions.

19.2 Licensure. At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the Charter School shall be licensed in accordance with ORS 338.135(7). For any individual hired as a teacher, the Charter School shall provide the District with evidence of certification when requested by the District.

19.3 Substitute Educators. The District shall not be responsible for providing substitute teachers to the Charter School, not including special education teachers. If any Charter School teacher requires a substitute, the Charter School will be responsible for procuring substitute teachers. The Charter School may use and pay its proportionate share of the absence management system used by the District and agrees to pay a \$35.00 processing fee for any substitute that chooses Lighthouse as its only school location to sub.

19.4 For any employee of the District who chooses to work for the Charter School, any leave of absence from the District shall be governed by ORS 338.135.

19.5 Licensed and classified staff and other employees of the Charter School will not be included in the District's respective bargaining units. Employee membership in a labor organization and collective bargaining shall be governed by ORS 338.135.

19.6 Pursuant to ORS 338.135(5), the Charter School shall participate in the Public Employees Retirement System (PERS) for its employees.

19.7 The Charter School shall be responsible for paying its employees through their payroll department and for filing all reports required by the State and Federal government. Charter School employees shall not be paid through the payroll department of District.

19.8 Employee Records. The Charter School shall be responsible for establishing and maintaining personnel records for its employees, and for the maintenance, retention and disclosure of employee records, all in compliance with all applicable federal and state laws. The Charter School shall meet any and all reporting obligations to the Teacher Standards and Practices Commission ("TSPC") regarding its employees.

19.9 Criminal Records Checks. As provided in ORS 338.115(1)(e), ORS 181.539, 326.603, 326.607, and 342.232 (relating to criminal records checks) shall apply to the Charter School.

20. RELATIONSHIP BETWEEN THE CHARTER SCHOOL AND THE DISTRICT

20.1 Independent Contractor. The Charter School is an independent contractor providing charter school educational services. None of the provisions of this Charter may be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the parties other than that of independent parties contracting solely for the purpose of effectuating this Charter.

20.2 No Employment. The District is not the employer of the Charter School or its employees, agents, or contractors and will not collectively bargain with the Charter School's employees, and neither the Charter School nor its employees, agents, or contractors are under the direction or control of the Board or the District, except as required by law or this Charter. Neither the District nor its employees, agents, or contractors are employees or agents of the Charter School.

20.3 Separate Legal Entity. The Charter School is a separate legal entity and may sue or be sued. The Charter School is in no way affiliated with the District, and the District has no obligation or responsibility for any obligation or responsibility of the Charter School or the Charter School, except as required by applicable state or federal law, or this Charter Agreement.

20.4 Third-Party Contracts. The Charter School has no authority to enter into a contract that would bind the District. The Charter School must clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that any and all obligations of the Charter School and the Charter School are solely the responsibility and obligation of the Charter School and are not the responsibility or obligation of the District.

20.5 Nonendorsement. The Charter School acknowledges that the granting of this Charter in no way represents or implies endorsement by the Board or the District of any method of instruction, philosophy, practices, curriculum, or pedagogy used by the Charter School or its agents, nor does this Charter constitute a guarantee by the Board or the District of the success of the Charter School in providing a learning environment that will improve student achievement or achieve the mission or goals set forth in the Application. In no event, however, does this Section 20.5 imply that the District may not exercise its termination rights under this Charter for the failure of the Charter School to meet the terms or conditions of this Charter, or for failure to provide the type of curriculum required by law or this Charter.

20.6 Survival of Terms. The terms of this Section 19 will survive the expiration or earlier termination of this Charter.

21. INDEMNIFICATION

21.1 Indemnification Obligations of the Parties. Each party to this Charter agrees to indemnify and defend the other party to this Charter and the other party's board members, directors, officers, employees, contractors, and agents, and hold them harmless from and against any and all costs, expenses, attorney fees, damages, liabilities, claims, demands, grievances, injuries, and losses (collectively, "Liabilities") in any way related to (1) any activities or operations of the indemnifying party, (2) any debt or contractual obligation of the indemnifying party, or (3) any negligence or wrongful act or omission of any of the indemnifying party's board members, directors, officers, employees, contractors, or agents, including acts or omissions related to special education obligations under IDEA or equivalent state or federal law. This Section 20.1 shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act. Additionally, this Section 21.1 shall not cause either party to have any obligation to indemnify, defend, or hold the other party harmless for any Liabilities incurred as a result of an act or omission of the party or any of its board members, directors, employees, contractors, or agents that is later determined to be required by law or this Charter. Neither party shall be required to indemnify the other to the extent a claim or liability arises from the other party's own negligence or intentional wrongful conduct.

21.2 District's Immunity. Nothing in this Charter may be construed to limit, diminish, or waive in any way the immunity provisions of ORS 338.115(7), and those provisions must be strictly enforced.

21.3 The Charter School will promptly notify the District of any threatened legal claim if the threatened claim is against the Charter School and will promptly provide the District with copies of all notices of claims. The District will promptly notify the Charter School of any threatened legal claim if such claim is with respect to the Charter School or the Charter School and will promptly provide the Charter School with copies of all notices of such claims.

21.4 Survival of Terms. The obligations of the Charter School and the District under Sections 21.1 will survive the expiration or earlier termination of this Charter. Any indemnified party will have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

22. TERMINATION

22.1 Grounds for Termination. During the term of this Charter, the District acting through the Board may terminate this Charter on any of the following grounds:

22.1.1 Failure to meet any terms of this Charter or the Act;

22.1.2 Failure to meet the requirements for student performance described in this Charter;

22.1.3 Failure to correct a violation of a federal or state law that is described in ORS 338.115;

22.1.4 Failure to maintain the insurance described in this Charter; or

22.1.5 Failure to maintain financial stability.

22.2 Notice of Termination. If the Charter is terminated under Section 22.1, the District will notify the Charter School in writing at least 60 calendar days before the proposed effective date of the termination and will state the grounds for the termination. The Charter School may request a hearing by the Board regarding the proposed termination of this Charter. Such a request by the Charter School must be made in writing and be delivered to the business address of the District within 30 calendar days of the receipt of the notice of the proposed termination.

22.3 Immediate Termination. Under ORS 338.105(4), the District may terminate this Charter immediately and close the Charter School without complying with the notice provisions set forth in Section 22.2, if the Charter School is endangering the health or safety of the students enrolled at the Charter School.

22.4 The Charter School's Appeal Rights. Nothing in this Section 22 may be construed to limit the Charter School's appeal rights set forth in ORS 338.105.

22.5 Student Education Records. Within 5 business days after the termination of this Charter, the Charter School must transfer all student education records to the administrative office of the District.

22.6 Termination by Charter School. Notwithstanding anything to the contrary, and subject to the notice requirements of ORS 338.105(7), the Charter School may terminate the Charter at any time with or without cause.

23. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

23.1 The Parties' Representations, Warranties, and Covenants. In addition to any express representations, warranties, or covenants of either party contained herein, the following constitute representations, warranties, and covenants of each party to the other:

23.1.1 Each party has the legal power, right, and authority to enter into this Charter.

23.1.2 All requisite corporate action has been taken by each party in connection with entering into this Charter, and no further consent of any other party is required.

23.1.3 The persons executing this Charter on behalf of each party have the legal power, right, and actual authority to bind the party to the terms and conditions of this Charter.

23.1.4 This Charter will be a valid and legally binding obligation of and enforceable against each party in accordance with its terms.

23.1.5 Each party represents and warrants that neither the execution and delivery of this Charter, nor the incurring of the obligations set forth herein, nor compliance with the terms of this Charter conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, lease, or other agreement or instrument to which the party is a party.

23.2 The Charter School's Representations, Warranties, and Covenants. In addition to any express representations, warranties, or covenants of the Charter School contained herein, the following constitute representations, warranties, and covenants of the Charter School to the District:

23.2.1 Except as disclosed to the District in writing, The Charter School has not violated and is not in breach of any contract or agreement to which it is a party.

23.2.2 No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against the Charter School, nor are any such proceedings contemplated by the Charter School.

23.2.3 The Charter School will notify the District within ten business days if any administrative governmental agency, dispute resolution service, court, or any body with jurisdiction or authority to make such a determination, makes a determination that the Charter School or the Charter School has acted contrary to law or in violation of any person's rights.

24. DISSOLUTION

24.1 Assets. If this Charter is terminated or the Charter School ceases operation or the Charter School is dissolved (a "Dissolution"), the assets of the Charter School that were purchased with public funds must be given to the Oregon Board of Education and must be disbursed as provided by the Act. If any assets were obtained with public grant funds, and the grant has no reference to ownership or distribution of assets upon Dissolution, the assets must be given to the Oregon Board of Education and must be disbursed as provided by the Act.

24.2 Student Records. In the event of a Dissolution, permanent student records must be transferred to the District.

24.3 Winding Down. In the event of a Dissolution, the Charter School is responsible to wind down the operations of the Charter School and to pay any and all of its debts, loans, liabilities (contingent or otherwise), and obligations. the Charter School must cooperate with the District to effect the orderly closing of the Charter School, including with respect to notification to students and parents of the Charter School of the Dissolution and arranging for placement of

the Charter School students in schools in their home districts. In no event will the termination of this Charter or the dissolution or winding up of the affairs of the Charter School cause the District to be responsible for or assume any liability incurred by the Charter School. The parties understand that the District will have no obligation or responsibility to help employees of the Charter School find new employment following a Dissolution, except as specifically required by the Act.

24.4 Termination by The Charter School. The Charter School may terminate this Charter or dissolve or close the Charter School only as set forth in ORS 338.105(7), and after providing the District with written notice of its intent to do so at least 30 days before the end of the current school year.

25. GENERAL

25.1 Policies and Procedures. To the extent that the Charter School desires to implement specific policies, procedures, or other specific terms of operation that supplement current practices or this Charter, the Charter School will be permitted to do so, provided that the policies, procedures, and terms of operation are not contrary to the terms or purpose of this Charter or applicable law.

25.2 Construction. The parties intend that the provisions of the Act strictly apply to and be incorporated into this Charter. The parties intend that to the greatest extent possible, the Act and this Charter be construed so as, to the maximum extent possible and unless there is a contradiction, to give effect to each and every term.

25.3 Attorney Fees. In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard. In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party

25.4 Entire Agreement. This Charter contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Charter.

25.5 Amendments. This Charter will automatically be deemed to be amended to conform to any amendment to the Act or any ordinance, regulation, order, or rule related to the

Act, if such amendment is applicable to this Charter or the parties by its terms, but shall not be automatically included if the amendment is not required by law to apply to this Charter or the parties. Any other amendment or modification to this Charter must be in a writing signed by the parties and authorized by the Board.

25.6 Applicable Law. The parties intend that where this Charter references federal or state law, they be bound by any related regulations and any amendment to those laws or regulations, upon the effective date of the amendment, but only to the extent required by law.

25.7 Invalidity. If any provision of this Charter or any application of this Charter to the Charter School or the Charter School is found contrary to law, or is deemed to be unenforceable or invalid for any reason, the provision or application will have effect only to the extent permitted by law. Either party may revoke this Charter if a material provision is declared unlawful, unenforceable, or invalid by any court of competent jurisdiction, but only if such material provision would cause the charter school to materially change its educational program or otherwise make it impossible to operate the Charter School.

25.8 Governing Law. This Charter will be governed and construed according to the laws of the State of Oregon.

25.9 Dispute Resolution

25.9.1 If any dispute arises between the District and the Nonprofit Corporation concerning this Agreement, including, without limitation, an allegation of any breach or default, either party may request mediation of the matter. The party requesting mediation shall do so by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute.

25.9.2 If the parties cannot agree upon a mediator, either party may request the Oregon Department of Education to appoint the mediator.

25.9.3 At any time during the mediation process, or if the parties are unable to reach an agreement through mediation, either party may give notice to the other party and to the mediator that it is terminating its participation in the mediation; after that, either party may request a hearing before and decision by the District Board.

25.9.4 The parties shall share equally the fees and expenses of any mediator and each party shall pay its own expenses incurred in any mediation.

25.9.5 As to any dispute that is not being determined through mediation, the Charter School may request a hearing before and decision by the District Board.

25.9.6 The Charter School may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

25.9.7 Notwithstanding any other provision contained in Section 25 herein, either party may seek a remedy for breach of this agreement in any appropriate forum.

25.10 No Waiver. Neither party will be deemed to have waived any breach by the other party unless the waiver is in writing and specifically provides that the breach is waived.

Additionally, no waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

25.11 No Third-Party Beneficiary. This Charter does not create any rights in any third parties who have not entered into this Charter, nor is any third party entitled to enforce any rights or obligations that may be possessed by either party to this Charter.

25.12 Nonassignment. Neither party may assign any rights, benefits, or obligations under this Charter to any entity or individual without the prior written consent of the other party.

25.13 Time Is of the Essence. Time is of the essence with respect to each and every term and provision of this Charter.

25.14 Delegation by District. The parties agree and acknowledge that the functions and powers of the Board may be exercised by the Superintendent of the District, or by the Superintendent's designee, provided that any decision regarding renewal, nonrenewal, or termination of this Agreement may be made only by the Board.

25.15 Survival of Representations. In addition to the covenants, agreements, representations, or warranties in this Charter that specifically survive expiration or earlier termination of this Charter according to their terms, the covenants, agreements, representations, or warranties made in Sections 4 (compliance with laws) and 17 (insurance requirements) will survive expiration or earlier termination of this Charter, until the affairs of the Charter School are wound up in accordance with the terms of Section 23.

25.16 Counterparts. This Charter may be executed and delivered in counterparts, each of which will be considered an original and all of which together will constitute one and the same Charter.

25.17 Notice. All notices, demands, requests and other communications shall be in writing, and shall be sent via (i) personal delivery, (ii) certified mail, return receipt requested, postage prepaid, (iii) electronic mail, or (iv) overnight courier service. When so delivered to an addressee as indicated below, such notice shall be deemed to have been received as of (i) the date so delivered, (ii) three (3) business days after the date so mailed, if mailed, (iii) the date sent, if emailed, or (iii) one business day after the date sent by overnight courier service. Notwithstanding the foregoing, the parties may agree in writing to an alternate form of delivery and addressees for the Charter School's periodic reporting requirements set forth in this Agreement, and such other periodic reporting requirements as may be agreed to in writing from time to time by the parties. A party may from time to time change its address or designated individual by notice to the other party.

To the District:
Coos Bay School District
333 S. 10th Street
Coos Bay, Oregon 97420
Attention: Superintendent
Email: _____

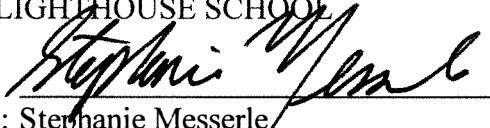
To The Charter School:
The Lighthouse School
62858 US-101
Coos Bay, Oregon 97420
Attn: Director _____
Email: director@thelighthouseschool.org

[Signature Page Follows]

The parties have executed this Charter as of the date first written above.

COOS BAY SCHOOL DISTRICT NO. 9

By: 
Name: Kim Brick
Title: Chair, Governing Board
Date: 9/1/2026

THE LIGHTHOUSE SCHOOL
By: 
Name: Stephanie Messerle
Title: Chair, Board of Directors
Date: 8-5-26