



CONTRA COSTA COUNTY
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Memorandum of Understanding Template

Between Contra Costa County Board of Education,
County Superintendent of Schools/Office of Education,
And Invictus Academy of Richmond

May 20th, 2026

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this May 20th, 2026 by, between and among the Contra Costa County Board of Education (hereinafter “County Board”) Contra Costa County Superintendent of Schools/Office of Education (hereinafter “CCCOE”), and Invictus Academy of Richmond (hereinafter referred to as “IAR”). Hereinafter, the County Board, the CCCOE, and IAR shall be collectively referred to as “the parties.”

1. Purpose of Memorandum of Understanding

- 1.1. The State of California enacted The Charter Schools Act of 1992 authorizing the formation of IAR with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the County Board to grant charter petitions under specified circumstances.

The County Board has approved a charter renewal petition (hereinafter “the Charter”) for the operation of Invictus Academy of Richmond (hereinafter “IAR” or the “Charter School”). Unless otherwise stated, for the purposes of this MOU, the terms IAR and Invictus Academy, Inc. may be used interchangeably, with the duties and responsibilities of IAR and Invictus Academy, Inc. being the same under this MOU.

- 1.2. Invictus Academy, Inc. is a California nonprofit public benefit corporation, which manages and operates IAR. Invictus Academy, Inc. is responsible for the Charter School’s compliance with the terms of the Charter and with this MOU.
- 1.3. All parties agree that no single party to this MOU waives any of the rights, responsibilities and privileges established by the Charter School Act of 1992 that may change from time to time during the term of this MOU.
- 1.4. To the extent permitted by applicable law, the County Board has, by agreement with the County Superintendent, delegated its oversight obligations of IAR, whether arising at law, by the terms of the Charter School’s Charter (including all documents included in the appendices), by this MOU, or from any other source, to the CCCOE; and in connection with the said delegation, the CCCOE shall report periodically to the County Board. This obligation does not limit the oversight authority of the County Board as afforded by law. Additionally, the County Board may seek further documentation and information in those areas which have been delegated to CCCOE. Material revisions to any part of the petition (including the appendices) or MOU must be brought to the County Board of Education for approval.
- 1.5. The fundamental interest of the County Board and CCCOE is, on a continuing basis, to be assured that the IAR is (1) implementing the provisions of the charter as approved; (2) obeying all requirements of federal, state, and local law that apply to the Charter School; (3) operating prudently and soundly in all respects; and (4) providing a sound education for the Charter School’s students.

- 1.6. The parties recognize that there are many matters related to the operation of the Charter School and the effective oversight of IAR, which go beyond the provisions included in the Charter School's Charter or are in need of further clarification. The County Board and CCCOE also acknowledge that the operation of IAR is to be solely carried out by Invictus Academy, Inc. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the County Board and CCCOE. Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

The parties recognize and agree that the Charter School shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance, or enrolls pupils who receive state student financial aid.

2. Term of the Memorandum of Understanding

- 2.1. This Memorandum of Understanding (MOU), provided it is fully executed by all parties, shall be in effect concurrent with the term of the approved Charter ("Term"). This MOU will automatically expire upon the expiration or revocation of the Charter or upon renewal of the Charter by the County Board to a new term.
- 2.2. The MOU is subject to early termination only as set forth in this MOU or as otherwise permitted by law. Renewal of the Charter and this MOU shall be based, in part, on compliance with the terms set forth in this MOU, County Board policy, and applicable law.
- 2.3. IAR shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from the County Board, CCCOE, or from the County Superintendent and shall consult with the County Board, CCCOE, or the County Superintendent regarding any inquiries in accordance with the Education Code Section 47604.3.
- 2.4. This MOU between and among the County Board, CCCOE, and IAR shall include Schedule A and if applicable Schedule B. IAR agrees to provide any and all documents or records as described in Schedule A.
- 2.5. Any modification of this MOU must be made in accordance with Section 31: Amendment and Waiver.

3. Operation of IAR

- 3.1. IAR is a public charter school that shall be operated pursuant to the Charter Schools Act, applicable board policy and state and federal law. The Charter was granted by the County Board on February 18, 2026.

- 3.2. IAR is authorized to operate with grades 7-12. IAR will serve an enrollment of approximately 400 students through the Term, as projected in the Charter.
- 3.3. The parties acknowledge that the provisions of the Charter and this MOU are not intended to conflict. However, in the event of a conflict between the law and terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this MOU and nullified. To the extent that this MOU is inconsistent with any of the terms of the Charter, the terms of this MOU shall supersede the terms of the Charter, unless otherwise agreed in writing by the parties. The parties further agree to jointly make any modification to this MOU needed to comply with changes in state or federal laws following the execution of this MOU.

4. Governance and Management

- 4.1. IAR will operate consistent with Education Code Section 47604(a). IAR acknowledges, as is stated in IAR's Charter, that it is a separate legal entity and neither the County Board nor the CCCOE are liable for the debts and obligations of IAR as per Education Code Section 47604(d).
- 4.2. The parties further recognize that consistent with the Charter, IAR has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code Section 47604.
- 4.3. The County Board reserves the right to appoint a representative to the Invictus Academy, Inc. Board of Directors in accordance with Education Code Section 47604 (c).
- 4.4. IAR agrees to comply at all times with laws which generally apply to charter schools and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:
 - The Ralph M. Brown Act ("Brown Act") (Government Code, §§54950 et seq.);
 - The California Public Records Act (Government Code, §§7920 et seq.);
 - State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act (Government Code, §§81000 et seq.);
 - The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§11164 et seq.);
 - The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. §§1400 et seq.);
 - The Americans with Disabilities Act (42 U.S.C. §§12101 et seq.);
 - The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - The California Fair Employment and Housing Act ("FEHA") (Government Code, §§12900 et seq.);
 - The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§621 et seq.);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§794 et seq.);
 - Education Code Sections 200 and 220 (prohibiting discrimination);
 - The Uniform Complaint Procedure (5 CCR. §§4600 et seq.);
 - The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §§1232g et seq.);
 - Local Control Funding Formula (California Assembly Bill 97, as codified); and
 - All applicable state and federal laws and regulations concerning the improvement of student achievement.

5. Required Documentation

- 5.1. IAR shall provide CCCOE with the documents listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.
- 5.2. IAR shall provide up-to-date versions of all Schedule A documents as specified in Schedule A.
- 5.3. In the event of a change in the documents specified here and in Schedule A, an updated version shall be submitted to CCCOE for review within fourteen (14) business days from the date the change is approved by the Invictus Academy, Inc. Board of Directors or made at the staff level:
 - Articles of Incorporation
 - Bylaws
 - Conflict of Interest Code
 - Roster of Invictus Academy, Inc. Board of Directors
 - Schedule of Board of Directors meetings
 - Name and contact information for IAR leader (principal, director, or head of school, etc.)
 - Name and contact information for IAR primary financial contact (CFO, COO, accountant, or back-office financial services provider, etc.)
 - Organizational Chart including board governance
- 5.4. While the County Board has delegated the responsibility for obtaining and reviewing documentation from IAR, the County Board continues to assert its right as authorizer to review documents required as a part of this MOU.

6. Public Information: Website Posting

- 6.1. IAR shall post on the IAR website the documents listed and described in Schedule A that have the words posted on the web listed in the column titled Method of Delivery and Access, attached and incorporated herein by reference, by the dates specified therein.
- 6.2. IAR will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.

7. Governing Board Activities

- 7.1. The Board of Directors of Invictus Academy, Inc. shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to IAR through implementation of effective policies and procedures. Board meetings of Invictus Academy, Inc. will be conducted according to the requirements of the Ralph M. Brown Act (Government Code §§54950, et seq.) (the "Brown Act").
- 7.2. IAR ensures that all members of the Board of Directors of Invictus Academy, Inc., IAR leader, IAR primary financial contact, and any other IAR staff deemed appropriate by IAR, have participated in training on the requirements of the Brown Act and the Political Reform Act. Such trainings

shall be completed on the timelines required for ethics training pursuant to AB 2158 (2022). Verification of the provision of such training shall be certified annually by completion of CCCOE's Schedule A: Required Certifications.

- 7.3. All agendas shall be posted in advance of the board meeting, and such posting shall be in conspicuous physical location/s, including all school sites and IAR's offices, and on IAR's website, in accordance with the Brown Act. As a courtesy to the public, all documents to be shared at the meeting will be attached to the on-line agenda before the meeting.
- 7.4. Approved minutes of each Board of Directors meeting shall be posted within two (2) business days of approval, as specified in Schedule A.
- 7.5. Invictus Academy, Inc. board meeting agendas and minutes shall be maintained for public inspection at the designated office of IAR during normal business hours and shall be made available promptly upon request in hard copy at all locations of IAR.

8. Human Resources Management

- 8.1. Invictus Academy, Inc. is deemed the exclusive employer of the employees of IAR for the purposes of the Educational Employee Relations Act (EERA) under Government Code §§3540, et. seq. IAR will have sole responsibility for employment, management, dismissal, and discipline of its employees.
- 8.2. Through the term of the charter, the Charter School shall ensure that all employees and contractors will comply with the criminal background check and fingerprinting requirements of Education Code Sections 44237 and 45125.1. Employees include, but are not limited to, those providing the following services: school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation, and school site food related. The Charter School shall report all employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing ("CTC") within 30 days pursuant to Education Code Section 44030.5.
- 8.3. School site volunteers shall also be required to comply with the criminal background check and fingerprinting as required by the Education Code and applicable law. IAR shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks as required.
- 8.4. IAR shall provide the CCCOE with proof that all of IAR teachers hold the Commission on Teacher Credentialing certificate, permit, or other document required for that certificated assignment. IAR will have documentation on file (for inspection upon request) of its teachers' credentials.
- 8.5. If IAR offers employees of IAR the opportunity to participate in STRS or PERS, IAR shall be responsible for contracting with a third party for reporting purposes. Such arrangements must be made in writing with the third party prior to the hiring of any employee.

9. IAR Students

- 9.1. The parties recognize and agree that IAR will be open to all students. IAR shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any legally protected group. Protected groups are enumerated by Government Code Section 12940, Education Code Sections 200 and 220, Government Code §11135, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, religion, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of a protected class, and immigration status. Additionally, it is the policy of CCCOE and its Board, pursuant to Section 200 that all persons should enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination (Education Code §231.5).
- 9.2. IAR will not discourage enrollment or encourage disenrollment of any pupil for any reason, and specifically based on any characteristic listed in 9.1 above or any of the following: level of academic performance, level of academic achievement, level of physical or mental ability, English language status, or status as a neglected or delinquent, homeless, economically disadvantaged, or foster youth.
- 9.3. IAR shall make a serious and concerted effort to recruit students to IAR to achieve a racial and ethnic, special education, and English learner, including redesignated English learner student balance that is reflective of the general population residing within the school district in which IAR is located.
- 9.4. If an IAR student is expelled or leaves IAR at any time during the year without graduating or completing the school year for any reason, IAR shall notify the parties (including CCCOE) and superintendent of the student's last known school district within 30 days (pursuant to Education Code §47605(e)(3)). The Charter School shall maintain records of such notifications during the Term of this MOU for CCCOE review upon request.
- 9.5. To the extent necessary to discharge its reasonable supervisory oversight activities, IAR hereby designates the employees of CCCOE as having a legitimate educational interest such that they are entitled upon request to access to IAR's education records under the Family Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. As the chartering authority, the County Board also has a legitimate educational interest to ensure they fulfill their oversight responsibilities. The County Board, CCCOE, IAR, and their offices and employees shall comply with FERPA and state laws regarding student records at all times.

10. Required Disclosures

- 10.1. IAR shall notify the County Board and CCCOE within five days of learning of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against IAR, IAR or any employee, agent or volunteer that may involve or affect IAR or IAR. In addition, IAR shall immediately notify CCCOE of any formal, written request for information by any governmental agency about IAR.

- 10.2. CCCOE shall notify IAR within five days of learning of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against CCCOE, the County Board, IAR, that may involve or affect IAR. In addition, the CCCOE shall immediately notify IAR and the County Board of any request for information by any governmental entity about IAR.
- 10.3. If IAR seeks any loans or advance receipt of funds for IAR, it shall establish a fiscal plan for repayment in advance of receipt of such loans. IAR shall provide advance written notice to the County Board and the CCCOE specifying its intent to apply for a loan for IAR. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, IAR shall, at the time of deposit of any sums which are loans to IAR, provide CCCOE with the loan documents, minutes of Invictus Academy, Inc. Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule. IAR will provide the same information in the same manner for loans and/or advancement of funds made internally.

11. Insurance and Risk Management

- 11.1. IAR shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority (“JPA”) registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself and IAR:
- 11.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in “special form” coverage insuring all of IAR’s trade fixtures, furnishings, equipment and other personal property. The property policy shall include ‘extra expense’ coverage and shall be in an amount not less than 100% of the replacement value.
- 11.1.2. Commercial General Liability -- In an amount not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to the IAR’s premises and operations. IAR shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of IAR, its governing board, officers, agents, or employees of IAR with limits of not less than the amount stated above. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) when IAR’s ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).
- 11.1.3. Workers' Compensation -- In accordance with the provisions of the California Labor Code, insurance adequate to protect IAR from claims under Workers' Compensation Acts that may arise from its operation of IAR, with statutory limits, and Employer’s Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident or disease.

- 11.1.4. Automobile Insurance – for all owned (if applicable), non-owned, borrowed, leased or hired automobiles in an amount of not less than one million dollars (\$1,000,000) per accident.
- 11.2. In addition, IAR shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and will provide CCCOE with such plan and with annual certification that such policies and practices have been instituted at IAR, as specified in Schedule A.
- 11.3. All liability insurance policies required under this Section shall be endorsed to name the County Board, and CCCOE and its employees and agents as additional insureds and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by CCCOE, the County and/or its employees shall not be required to contribute with it.
- 11.4. IAR shall provide evidence of all applicable insurance coverage, with additional insured endorsements, to CCCOE (as specified in Schedule A) and will instruct the insurance carrier(s) to inform the CCCOE immediately if the coverage is reduced or becomes inoperative for any reason. The CCCOE may request to see evidence of insurance coverage during site visits.

12. Hold Harmless

- 12.1. IAR shall hold harmless, defend, and indemnify the County Board, CCCOE, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of IAR and/or IAR, its officers, employees or agents. In cases of such liabilities, claims, or demands, IAR, at its own expense and risk, shall defend, with legal counsel satisfactory to CCCOE, in all legal proceedings which may be brought against the County Superintendent, the County Board, CCCOE and its officers and employees (who will reasonably cooperate with IAR's attorneys and insurance carriers), and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the County Superintendent, the County Board, CCCOE or their officers and employees arising out of the gross negligence or intentional acts, errors, or omissions of the County Superintendent, the County Board, CCCOE or their directors, employees, officers, and agents. This clause shall survive the termination of this MOU.
- 12.2. CCCOE and the County Board shall hold harmless, defend, and indemnify IAR, its board, officers, agents and employees, from every liability, claim or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of the County Superintendent, the County Board, or CCCOE, its officers, employees or agents. In such cases of such liabilities, claims, or demands, CCCOE and/or County Board, at its own expense and risk, shall defend with legal counsel satisfactory to IAR all legal proceedings which may be brought against IAR, its board, officers, and employees, who will cooperate fully with the County Board and/or CCCOE, its officers and employees, attorneys and insurance carriers and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against

IAR arising out of the gross negligence or intentional acts, errors, or omissions of IAR, its board, directors, employees, officers and agents.

13. Facilities

- 13.1. It is understood and agreed that the County Board and/or the CCCOE have no obligation to provide facilities to IAR. If IAR seeks facilities from a district in which it intends to locate under Proposition 39 (Education Code § 47614), it shall follow applicable statute and regulations regarding submission of such a request to a district. As provided in Schedule A, IAR shall provide a copy of each Proposition 39 request for IAR to CCCOE at the time of submitting its request to any school district, along with any documentation of subsequent steps in the process as described in implementing regulations at 5 CCR §§11969.1 et seq., whether produced by IAR or the district.
- 13.2. IAR shall ensure that the IAR facility is located in an area that is properly zoned for operation of a school and that has received a conditional use permit, as necessary, and that has been cleared for student occupancy by all appropriate local authorities. All Charter School facilities must meet all applicable health and fire code requirements and zoning laws. IAR will furnish the CCCOE, as provided in Schedule A, with all local approvals (Education Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. IAR cannot exempt itself from applicable local and state zoning or building code ordinances.
- 13.3. CCCOE may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate.
- 13.4. To ensure adequate facilities are available to students, at the time of opening or renewal, all charter schools shall demonstrate good standing on their lease agreement including all agreements about facilities maintenance, improvements and site changes or construction. The Charter School shall provide such documentation to the parties during their annual review and upon request.
- 13.5. In the event that IAR seeks to open an additional school site (whether for classroom or non-classroom based instruction), IAR will submit a request for a material revision of the Charter School's Charter to the County Board for approval, pursuant to Section 23 of this MOU. Approval must be obtained before any additional school sites can begin operation.

14. Food Service and Transportation

- 14.1. IAR shall provide meals pursuant to Education Code Section 49501.5.
- 14.2. IAR shall be responsible for any and all transportation offered by IAR to students who enroll in IAR, including but not limited to any and all transportation required in any student's Individualized Education Program ("IEP") as required by IDEA or Section 504 Plan.

15. Accountability for Academic Performance

- 15.1. IAR shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for IAR.
- 15.2. IAR shall comply with Education Code Section 47606.5 (regarding Local Control and Accountability Plans), as that statute may be amended from time to time, as well as its implementing regulations, if any. IAR's annual adopted Local Control and Accountability Plan ("LCAP") shall be submitted to the County by as specified in Schedule A.
- 15.3. The parties hereby agree that IAR is accountable for pupil outcomes identified in the Charter. At the request of the County Board or CCCOE, IAR shall present updates and reports regarding IAR's pupil outcomes to the Contra Costa County Board of Education during the year.
- 15.4. IAR agrees to be bound by all applicable Education Code pertaining to graduation requirements as well graduation requirements as described in the IAR Petition Appendix #6 – "IAR Graduation Policy" (adopted by the IAR Board of Directors on December 3, 2025). In the event IAR desires to change the graduation requirements from the listings in Petition Appendix #6, it agrees to first request a material revision from the CCCBOE pursuant to Section 23 of this MOU.

16. Services for Students with Disabilities

- 16.1. At all times during the Term of the Charter and this MOU, the Charter School shall be its own local education agency ("LEA") in a Special Education Local Plan Area ("SELPA"), or as a duly constituted SELPA approved by the State of California. As specified in Schedule A, IAR shall provide CCCOE with a copy of the Local Plan and documentation of the status of IAR as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.
- 16.2. IAR shall assume all responsibility, including but not limited to full financial responsibility, for the implementation of student plans and provision of educational services under The Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, for all students who are enrolled in IAR.
- 16.3. IAR may contract with any school district or other qualified organization for other services on behalf of IAR, provided that such services are at no cost to the County Board and/or CCCOE. Written agreements shall be authored to specify such services and costs. It is further recognized that IAR may contract with a SELPA, employ its own staff and/or contract with other vendors to deliver services required by the IEPs and/or Section 504 Plans of students enrolled in IAR and as otherwise required by applicable state and federal laws.
- 16.4. As specified in Schedule A, IAR shall provide special education revenue and expense schedules to the CCCOE as back-up to required regular financial reports. To the extent that the delivery of Section 504 and/or special education services and adherence to Section 504 and special education laws have costs in excess of revenue allocated to IAR for such purposes, IAR shall be responsible for any and all such costs related to students of IAR.

- 16.5. IAR agree to fully and promptly comply with any reasonable requests for information made by the County Board and CCCOE with regard to special education services and individual students at IAR. The CCCOE may establish regular meetings with IAR special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The CCCOE may also take action to monitor IAR to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.
- 16.6. IAR agrees to defend with legal counsel satisfactory to CCCOE and to hold harmless the County Board, the County Superintendent, the Contra Costa County Office of Education, and each of their officers, directors, agents and employees, from and against any and all costs, including attorney's fees, and/or awards related to complaints, due process hearings, mediations or any and all forms of litigation relating to special education and/or Section 504 matters involving a student's enrollment, services and/or attendance at IAR. This indemnification shall exclude any matters, which relate to the enrollment or attendance of a student in a CCCOE program, unless the student's enrollment or attendance in such program was through a contract with IAR. This subsection shall survive termination of this MOU.
- 16.7. IAR acknowledges that its failure to provide any Section 504 and/or special education services for students as required in their Section 504 Plans and/or IEPs may constitute a material violation of the conditions, standards and procedures set forth in the Charter and this MOU, as well as violation of applicable law which may be sufficient to support the County Board's revocation of the Charter School's Charter pursuant to Education Code Section 47607.
- 16.8. IAR shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified, assessed by qualified assessors and IEPs or 504 Plans for the students are properly established, implemented and complied with such that a Free and Appropriate Public Education ("FAPE") in the Least Restrictive Environment ("LRE") is provided in accordance with state and federal law. Such policies shall, as specified in Schedule A, be provided to CCCOE.

17. Independent Study

- 17.1. Pursuant to applicable law, IAR may, on a case-by-case basis, use independent study contracts for students who receive prior approval. Any such independent study must be fully compliant with all independent study statutes and regulations applicable to IAR.
- 17.2. If IAR provides instruction through independent study, it shall comply with all requirements of statute applicable to independent study in charter schools, (including Education Code Section §51744, et seq.), and applicable regulations.

18. Funding

- 18.1. IAR shall be a direct funded in accordance with Education Code §§47630 et seq. IAR is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Education Code Sections 42238 and 47651(a)(1). It

shall be the responsibility of IAR to apply for funding beyond the basic statutory entitlements of the base grant due to IAR under LCFF.

- 18.2. The parties specifically agree that it is not the responsibility of the CCCOE to provide funding in lieu of property taxes to IAR.
- 18.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., IAR shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The parties shall meet sufficiently in advance of any action by the CCCOE to pursue such measures so as to advise IAR and to determine the positions of the parties. IAR agrees that it has no entitlement to funds currently being received, if any, by the County Board and/or the CCCOE under former parcel tax or bond elections.
- 18.4. IAR is to operate in a financially sound fashion. It is agreed that all loans sought by IAR shall be authorized in writing in advance by IAR and shall be the sole responsibility of IAR. Notification of loans shall be provided pursuant to Section 10.3 of this MOU. In no event shall the County Board and/or the CCCOE have any obligation for repayment of such loans.
- 18.5. The CCCOE shall not advance any funds to IAR. In addition, the CCCOE shall not act as or provide a line of credit to IAR.
- 18.6. The parties agree that neither the CCCOE nor the County Board shall act as fiscal agent for IAR. It is agreed that IAR shall be solely responsible for all required and necessary fiscal services for appropriate operation of IAR including but not limited to, payroll, purchasing, attendance reporting, and completion and submission of state budget forms. CCCOE shall process and transfer to IAR all payments received by the CCCOE for IAR in a timely fashion.
- 18.7. To the extent that IAR wishes to contract with the CCCOE for any services to IAR beyond those specified in this MOU, a separate written contract with the CCCOE shall be required and the costs of such services paid in full by IAR.
- 18.8. IAR will use all revenue received from state and federal sources only for the educational services of IAR and for the benefit of the students enrolled in and attending IAR. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

19. Attendance Reporting

- 19.1. IAR shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting at IAR. IAR on behalf of IAR shall submit enrollment and attendance data as required to receive apportionment of funding according to the deadlines specified in Schedule A. CCCOE staff will review and certify the accuracy of IAR's attendance data submitted by IAR only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to IAR.

- 19.2. IAR shall make available to CCCOE on request all back up attendance documents as specified in Schedule A.
- 19.3. Monthly site-based attendance sheets, signed and dated by teachers, and evidence of contact made with parents when students are absent from school, e.g., parent contact log, absence log, etc., shall be maintained by IAR, and may be reviewed by CCCOE during site visitations.

20. Financial Reporting

- 20.1. IAR is required by Education Code Section 47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, IAR shall submit such reports to CCCOE for review, using the state software or Charter School Alternative Reporting form, as specified in Schedule A. Specified back-up information shall be consistently provided for each reporting period. Any significant changes in the budget or interim reports from one reporting period to the next must be explained in writing. The CCCOE and the County Board may request additional information, as necessary, to evaluate the fiscal condition of IAR. IAR shall also provide a timely response to all inquiries from CCCOE and the County Board and shall provide all documents and additional information, as necessary to evaluate the fiscal soundness, operations, and governance of all other IAR non-profit and for-profit corporate entities affiliated with IAR as may be providing services to IAR or controlling the assets of IAR, including but not limited to documents and information related to the management, fiscal, personnel, procurement, facilities operations, facilities financing, and programmatic services of IAR and, in regard to information or documents that may reasonably impact the assets of IAR.
- 20.2. The parties agree that maintenance of a sufficient level of funding reserve is in the best interest of IAR and its successful operation. Accordingly, consistent with 5 CCR 15450, IAR is expected to maintain prudent reserves at least equivalent to those required of a school district of similar size, based upon the total expenditures and other uses of the Charter School's Adopted Budget for the fiscal year. An explanation of any projected drop in reserves below the expected reserve level must be included in the assumptions.

21. Annual Audit

- 21.1. As specified in Schedule A, IAR shall submit an annual independent financial audit in accordance with Education Code Section 47605(m), as applicable, to the State Controller's Office, the CCCOE, and the California Department of Education ("CDE") no later than December 15th of each year. In order for the Charter School to receive a favorable recommendation for renewal, corrective action plans shall have been implemented in a timely manner to the satisfaction of the CCCOE for any findings or exceptions identified in each annual audit, such that there are no continuing prior year findings or deficiencies identified in the following year. CCCOE shall be notified of IAR's selection of an auditor, as specified in Schedule A.
- 21.2. In addition to IAR's financial statements, the audit shall include, as applicable, but not be limited to, review of contemporaneous records of attendance and annual instructional minutes, and such other reviews as required by law for the audit of IAR.

22. Monitoring and Oversight

- 22.1. The CCCOE will conduct at least one (1) visit to IAR annually in accordance with the Charter Schools Act. The information gathered will be used to assess IAR's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this MOU. A school site visit may include review of the facility, review of records maintained by IAR, interviews with the management of IAR, IAR's employees working at IAR including the site principal, and IAR's students and parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with IAR's site principal and IAR's staff and an opportunity provided for comment, explanation and/or correction. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision.
- 22.2. The County Board and CCCOE reserve the right to make unannounced visits to IAR, and shall comply with all requirements of any visitor policies adopted by the Charter School, which shall be provided to CCCOE in accordance with Schedule A.
- 22.3. CCCOE shall charge IAR the actual costs of supervisory oversight not to exceed 1 percent of the revenue of the charter school in accordance with Education Code Section 47613. "Revenue of the charter school" means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03. The oversight fees shall be invoiced annually by CCCOE, with payment due and payable within 30 days of receipt.

23. Material Revisions to Charter

- 23.1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the County Board per Education Code Section 47607. The determination as to what constitutes a material revision will be determined by the County Board. Changes to the Charter considered to be material revisions include, but are not limited to, any enumerated in this MOU and the following:
 - 23.1.1. Substantial changes to the educational program, mission, or vision of IAR, including the addition or deletion of a major program component that is identified in the Charter as a distinctive feature of IAR.
 - 23.1.2. Adding a classroom-based or non classroom-based program and/or facility not expressly authorized by the County Board.
 - 23.1.3. Changes in enrollment that represent an increase from the annual enrollment originally projected in the Charter petition by more than 15% in any grade level or 8% percent of total enrollment in any given year.
 - 23.1.4. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the County Board, or otherwise required by law.

- 23.1.5. Expanding operations to one or more additional sites. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
- 23.1.6. Changing the name of Invictus Academy of Richmond.
- 23.1.7. Entering into a contract to be managed or operated by any other public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than IAR.
- 23.1.8. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter, unless the change is required by law.
- 23.1.9. Substantial changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of board members, method by which sitting board members are removed, method by which new board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action, unless the change is required by law.
- 23.2. Changes to the Charter not deemed to be material revisions may be made by IAR following notification to CCCOE and the County Board. Such notice shall be provided, in writing, at least 5 business days in advance of the Invictus Academy, Inc. board meeting at which the revision is to be approved. Disagreement as to the materiality of the proposed revision/s shall be resolved consistent with the dispute resolution provisions of this MOU.

24. Charter Renewal

- 24.1. IAR may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory and regulatory provisions. IAR shall submit its renewal petition for the next charter term along with a copy of the most recent annual report required by CCCOE and/or Local Control and Accountability Plan Annual Update to CCCOE and the County Board, no sooner than the fiscal year in which IAR would cease operations without renewal. CCCOE shall provide the County Board with a copy of the Petition and review the charter petition, academic and financial performance, audit reports, annual visitation reports, information regarding the number and resolution of disputes and complaints; and may conduct a renewal site visit prior to scheduling the renewal request for consideration by the County Board. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.

25. Charter Revocation

- 25.1. The County Board shall have the right to revoke the Charter in accordance with Education Code Section 47607, 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, in coordination with the County Board, the CCCOE may provide progressive notices that correction of a problem at IAR needs to occur with specified timelines. Additional

notification may be provided, at the sole discretion of CCCOE in coordination with the County Board.

25.2. If the County Board determines that there is a severe and imminent threat to the health or safety of students and/or staff of IAR, and makes such determination in writing, per Education Code Section 47607(g), it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with 5 CCR §11968.5.3. Such immediate action, as deemed appropriate by the County Board, in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with the Education Code.

25.3. During the period prior to revocation, IAR shall have the opportunity to work with the CCCOE, in coordination with the County Board, to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the County Board.

26. IAR Closure

26.1. At all times it is operation during the Charter Term, IAR will maintain a description of the procedures to be used in the event IAR closes and provide such procedures to CCCOE as specified in Schedule A and post them as specified in Schedule A. Procedures must be compliant with requirements contained in 5 CCR §11962, and consistent with the content of the Charter.

26.2. If IAR is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the IAR shall serve written notice to CCCOE and the County Board that the closure procedures have been invoked. IAR will immediately identify to the CCCOE the specific individual who is responsible for coordinating IAR's close out activities. CCCOE will identify a staff person who will work with IAR to accomplish all close out activities.

26.3. IAR expressly acknowledges the right of the CCCOE, on behalf of the County Superintendent of Schools to gain full access and copies of all student and business records concerning IAR at any time after the County Board gives written notice that it is invoking the closure procedures.

27. Dispute Resolution

27.1. It is expressly agreed by the parties that dispute resolution process described herein shall be utilized in lieu of the dispute resolution process described in the Charter for disputes between and among IAR, CCCOE and/or the County Board.

27.2. In the event of a dispute between IAR and the CCCOE and/or the County Board related to the Charter or this MOU, which does not involve revocation, the parties shall seek to resolve the dispute using the process described below:

27.2.1. The disputing party shall provide written notice of the dispute to the other party or parties, to include the County Board. Notice shall be provided as specified in Section 33.

27.2.2. IAR's designated representative shall meet with the CCCOE's designated representative within thirty (30) days of the date of the written notice to attempt informal resolution of

the dispute. A summary of the dispute and resolution if achieved shall be reported to the County Board.

27.3. If the dispute is not resolved through the informal resolution of the designated representatives of the Charter School and CCCOE, then by mutual written agreement, the parties may engage the services of a third-party mediator to assist with informal resolution of the dispute. The format of the mediation shall be developed jointly by both parties including the County Board. The costs of the mediation shall be borne 50/50 by the parties.

27.4. If a dispute between IAR and CCCOE and/or the County Board is not resolved through the dispute resolution set forth above within ninety (90) calendar days of the date notice is given by the complaining party to the other parties, or by such alternative deadline as may be established by mutual agreement in writing, then any party shall have the right to take the matter to binding arbitration. Arbitration shall proceed according to the following timeline:

27.4.1. No later than ten (10) calendar days after the request for arbitration, unless agreed otherwise by the parties in writing, the parties shall choose a mutually acceptable arbitrator from a list obtained from the State Mediation and Conciliation Service.

27.4.2. Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.

27.5. The costs of the arbitrator shall be borne 50/50 by the parties.

28. Severability

28.1. If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, or statute, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

29. Venue

29.1. The parties agree that any legal action to enforce the terms of this MOU shall be brought in Contra Costa County, California.

30. Non-Assignment

30.1. No portion of this MOU or the Charter approved by the County Board may be assigned to another entity without approval of a material revision of the Charter pursuant to Section 23.

31. Amendment and Waiver

31.1. Any waiver, amendment, modification, or cancellation of any provisions of this MOU must be in writing and executed by duly authorized representatives of all parties specifically indicating the

intent of the parties to modify this MOU. No such amendment or waiver shall be effective absent approval or ratification by the County Board and the governing board of the IAR.

31.2. Proposed revisions to the MOU may be submitted by any of the parties at any time, through notice duly given in accordance with Section 33.

31.3. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

32. Captions and Section Headings

32.1. The captions and section headings used in the Charter and this MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of the Charter or this MOU.

33. Notification

33.1. All notices, requests, and other communications under this MOU shall be in writing and mailed or delivered by overnight courier to the proper addresses as follows, unless allowed or required to be submitted electronically by CCCOE:

To the County Board at:
Contra Costa County Board of Education
77 Santa Barbara Rd
Pleasant Hill, CA 94523
Attn: Board President

To the CCCOE at:
The Charter Schools' Office
Contra Costa County Office of Education
77 Santa Barbara Rd
Pleasant Hill, CA 94523
Attn: Contra Costa County Superintendent of Schools

To IAR at:
7150 Portola Dr
El Cerrito, CA 94530
Attn: Executive Director

34. Arbitration

34.1. Any dispute arising between the Parties regarding the interpretation and application of this MOU to any claim, including, but not limited to, any claims pertaining to the formation, validity, interpretation, effect or alleged breach of this MOU ("arbitrable dispute") will be submitted to arbitration in Contra Costa County, California, before an experienced arbitrator licensed to practice law in California and selected in accordance with the rules of the Judicial Arbitration

and Mediation Service (JAMS), as the exclusive remedy for such claim or dispute. Should any party to this MOU hereafter institute any legal action or administrative proceeding against the other with respect to any claim waived by this MOU or pursue any arbitrable dispute by any method other than said arbitration, the responding party shall be entitled to recover from the initiating party all damages, costs, expenses, and attorneys' fees incurred as a result of such action.

35. Entire Agreement; Counterparts

35.1. This MOU and attached schedules contain the entire agreement of the parties with respect to the matters covered herein and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other parties of this MOU shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by duly authorized officers or representatives set forth below and to be effective as of the Effective Date.

05/26/2026

Date

Shawn Benjamin

[Shawn Benjamin \(May 26, 2026 13:46:57 PDT\)](#)

CEO/Executive Director/Superintendent or Designee

06/10/2026

Date

Sarah Butler

[Sarah Butler \(Jun 10, 2026 09:44:07 PDT\)](#)

President, Contra Costa County Board of Education or Designee

05/26/2026

Date

Lynn V Mackey

Contra Costa County Superintendent of Schools or Designee

Approved and ratified this May 20th, 2026 by the Contra Costa County Board of Education.