



# Santa Clara County Office of Education

Xavier De La Torre, Ed.D.  
County Superintendent of Schools

## SANTA CLARA COUNTY OFFICE OF EDUCATION AGREEMENT FOR CHARTER SCHOOL RETIREMENT REPORTING SERVICES

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Santa Clara County Superintendent of Schools, hereinafter referred to as "Superintendent," and the \_\_\_\_\_ Charter School, hereinafter referred to as "Charter."

WHEREAS, the Superintendent is required to submit to California State Teachers Retirement System, hereinafter referred to as STRS a uniform retirement data file for all School Districts and Charters within the County.

WHEREAS, Charter School has determined that it has need to enter into this Agreement with Superintendent for the services described herein:

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

### Services to be provided by the Superintendent

1. The Superintendent agrees to process STRS reporting for the Charter.
2. The Superintendent will serve as the contact agency in working with STRS in resolving problems and answering questions related to reporting and processing of retirement information.
3. The Superintendent will notify the Charter of retirement exceptions and recommendations of possible resolutions.
4. The Superintendent agrees to provide the Charter training (within Santa Clara County) and information necessary for completion of required reporting.
5. The Charter staff will be included in all workshops provided to School Districts for ongoing training and meetings related to STRS retirement.
6. The Superintendent agrees to assist in tracking Charter employee earnings and hours for mandatory membership under California Government Code Section 20305 and California Education Code Sections 22500 through 22504.
7. The Superintendent will assist the Charter payroll representative in preparing appropriate entries for past reporting that was not processed prior to the effect date of this agreement.

### Responsibilities of the Charter

1. The Charter agrees to provide files of the required retirement and payroll information necessary for timely completion and transmittal of STRS information.
2. The Charter agrees to provide all the payroll/retirement reporting file data and reports by the due dates established by the Superintendent to meet all retirement reporting schedules established by STRS.
3. The Charter shall maintain all payroll records for its employees and furnish the Superintendent a copy upon request.
4. The Charter will designate one of its employees to serve as the contact person between the Charter and the Superintendent for matters related to regular reporting and processing of retirement information.

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5. The Charter authorizes the Superintendent to deduct the full amount of the retirement contributions for both the employer and employee amounts from the monthly apportionment amounts. In the event that apportionments are not scheduled to be received for the month, the Charter shall submit to the Superintendent the full amount of the retirement contributions that include both the employer and employee amounts within two business days after the close of payroll.

Superintendent's Fee and Payment Thereof

1. The Charter agrees to pay the Superintendent for the services under this Agreement as follows:
  - \$1,800 per year to be paid upon signing and submission of the MOU.(On or before July 1st of every year)
  - Processing fee of \$125 for each retirement data file submitted that is not acceptable and has to be replaced and reprocessed. These fees shall be assessed monthly and payable upon demand.
2. The Charter agrees to reimburse the Superintendent for any penalties and/or other levies assessed by STRS that were caused by acts of the Charter.
3. These service fees will be reviewed annually and published with the Santa Clara County Office of Education contracted Services Fee Schedule.

Duration of Agreement

The Agreement shall commence \_\_\_\_\_ and shall continue to be renewed for each fiscal year beginning July 1 and ending June 30.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

DIRECTOR OF DISTRICT BUSINESS AND  
ADVISORY SERVICES  
SANTA CLARA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
CHARTER SCHOOL

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Approved by the Charter Governing Board on

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Person for submission of retirement files to the STRS Connect Portal:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_