



## District Business and Advisory Services

Bulletin: 21-031

Date: March 12, 2021

To: Charter School Administrators

From: Nghia Do, District Business Advisor

Re: Direct Funded Charter School Retirement Reporting Agreement for Fiscal Year 2021-22

**Deadline: July 1, 2021**

The purpose of this bulletin is to remind all direct funded charter schools to submit the attached *Agreement for Charter School Retirement Reporting Services* together with the annual fee of \$2,500 for fiscal year 2021-22 on or before July 1, 2021. Please mail the check and signed agreement to:

**Santa Clara County Office of Education  
Attn: District Business & Advisory Services  
1290 Ridder Park Drive, MC 252  
San Jose, CA 95131-2304**

The agreement and the fee are required for all direct funded charter schools who offer retirement benefits to their employees through the California State Teachers Retirement System (CalSTRS) and use the services of the Santa Clara County Office of Education (SCCOE) to process the monthly CalSTRS retirement reports.

To participate in the CalSTRS retirement program, charter schools must meet the following criteria:

- Be recognized as a public charter school by the California Department of Education.
- Elect to participate in CalSTRS and enroll eligible employees as CalSTRS members.
- Provide documentation to CalSTRS via a school district or county office of education. In accordance with Education Code 47611.3, a school district or county office of education may charge the charter school for the cost of providing reporting services.

If a charter school elects to participate in CalSTRS, the charter school is required to inform all applicants for positions within the charter school, of the retirement system options offered to the employees of the charter school. If a charter school chooses to make the CalSTRS Retirement Plan available, all employees of the charter school who perform creditable service shall be entitled to have that service covered under the CalSTRS plan. Additionally, once a charter school elects to participate in CalSTRS, all parts of the Teachers' Retirement Law shall apply (Education Code 47611).

*Please distribute this memo within your District as deemed appropriate.*

**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 Office of Education (SCCOE) and the \_\_\_\_\_ Charter School (Charter).

The SCCOE is required to submit to the California State Teachers' Retirement System (CalSTRS), a uniform retirement data file for all school districts and charters within the county.

The Charter has determined that there is a need to enter into this agreement with the SCCOE for the services described herein:

It is mutually agreed by the parties as follows:

Services to be provided by the SCCOE

1. The SCCOE agrees to process CalSTRS reporting for the Charter.
2. The SCCOE will serve as the contact agency in working with CalSTRS in resolving problems and answering questions related to reporting and processing of retirement information.
3. The SCCOE will notify the Charter of retirement reporting exceptions and recommend possible resolutions.
4. The Charter staff may participate in all workshops offered to school districts (within Santa Clara County) for ongoing training and attend other informational meetings related to CalSTRS retirement plans.
5. The SCCOE will assist the Charter payroll representative in preparing appropriate entries for past reporting periods that were not processed prior to the effective date of this agreement.

Responsibilities of the Charter

1. The Charter agrees to provide the required retirement and payroll information necessary for timely completion and transmittal of CalSTRS information.
2. The Charter agrees to provide all payroll/retirement reporting data files and reports by the due dates established by the SCCOE to meet the retirement reporting schedules established by CalSTRS.
3. The Charter shall maintain all payroll records for its employees and furnish the SCCOE a copy upon request.
4. The Charter will designate one of its employees to serve as the contact person between the Charter and the SCCOE for matters related to reporting and processing of retirement information.
5. The Charter shall submit to the SCCOE the full amount of the retirement contributions that includes both the employer and employee amounts within two business days after the close of each payroll.

SCCOE's Fee and Payment Thereof

1. The Charter agrees to pay the SCCOE for the services described under this Agreement as follows:
  - \$2,500 per year to be paid upon signing and submission of this Agreement (On or before July 1 of every year).
  - A processing fee of \$175 for each submitted retirement data file that is not acceptable and must be replaced and reprocessed. These fees shall be assessed monthly and are payable upon demand.
  - An accumulated late fee of \$25 per day for a contribution remittance received after the due date.
  - An accumulated late fee of \$25 per day for a file submission received after the due date
2. The Charter agrees to reimburse the SCCOE for any penalties and/or other levies assessed by CalSTRS that were caused by acts of the Charter.

Duration of Agreement

The Agreement begins on \_\_\_\_\_ and must be renewed 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.

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

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

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

Approved by the Charter Governing Board on

\_\_\_\_\_  
**Date**

**Authorized Charter Representative for the Submission of Retirement Files to the SCCOE STRS Connect Portal:**

**Name:** \_\_\_\_\_

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

**E-Mail:** \_\_\_\_\_

**Phone:** \_\_\_\_\_