



District Business and Advisory Services

Bulletin: 22-024

Date: March 2, 2022

To: Charter School Administrators

From: Susan Ady, Director - District Business Services
Nghia Do, Advisor - District Business Services

Re: Direct Funded Charter School Retirement Reporting Agreement for Fiscal Year 2022-23

Deadline: July 1, 2022

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 2022-23 on or before July 1, 2022. 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 that 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.

**Memorandum of Understanding
between
Santa Clara County Office of Education
and**

This Memorandum of Understanding (MOU), hereinafter referred to as the “Agreement”, is between the Santa Clara County Office of Education (SCCOE) and _____ (the “Agency”). SCCOE and the Agency can each be referred to as the “Party” or collectively as the “Parties” for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the required submission 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.

2. Goals

- Improve access to inclusive, equitable, high-quality education.
- Provide quality support to districts, schools, students, and communities.
- Be a premier service organization.

The services under this agreement will provide Districts with the necessary support to comply with the California State Teachers’ Retirement System (CalSTRS) reporting.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Charter agrees to provide the required retirement and payroll information necessary for timely completion and transmittal of CalSTRS information.
- 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.
- The Charter shall maintain all payroll records for its employees and furnish the SCCOE a copy upon request.
- 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.
- 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.

3.2. The SCCOE Responsibilities:

- The SCCOE agrees to process CalSTRS reporting for the Charter.
- 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.

- The SCCOE will notify the Charter of retirement reporting exceptions and recommend possible resolutions.
- 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.
- 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.

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

Name: _____

Title: _____

E-Mail: _____

Phone: _____

4. Duration of Agreement

This Agreement begins on _____ and must be renewed each fiscal year beginning July 1 and ending June 30.

5. Articulation of Monies/Compensation

- 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
- 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.

6. Other Terms

6.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

6.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

6.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

6.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or

remedies upon any person or entity other than the Parties.

- 6.5. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- 6.6. Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 6.7. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

7. Insurance/Hold Harmless

- 9.1 Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 9.2 Indemnification:** Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

8. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

9. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

Authorized Signatures: continued on the next page

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

(Enter Agency Name):

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

Approved by the Charter Governing Board on:

Date: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____