



Date: June 30, 2020

To: Board of Directors

From: Ami Ortiz, Director of Business & Finance

Re: 2020-21 Santa Cruz County Office of Education (SCCOE) CalSTRS Agreement

**Recommendation**

It is recommended that the Board approve the Direct Funded Charter School Retirement Reporting Agreement for Fiscal Year 2020-21.

**Background**

This agreement and the fee of \$3,000 are required for all Direct Funded Charter Schools who offer retirement benefits to their employees through the California Teachers Retirement System (CalSTRS) and use the services of the Santa Cruz County Office of Education (SCCOE) to process monthly CalSTRS retirement reports. This agreement between the SCCOE and Navigator Schools, Watsonville Prep is a yearly requirement.

**Summary**

Staff recommends the Board to approve the Direct Funded Charter School Retirement Reporting Agreement for Fiscal Year 2020-21.



**SANTA CRUZ**  
COUNTY OFFICE OF  
**EDUCATION**  
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

**BOARD OF EDUCATION**

Ms. Jane Royer Barr  
Ms. Rose Filicetti  
Ms. Sandra Nichols  
Ms. Sue Roth  
Mr. Dana M. Sales  
Mr. Abel Sanchez  
Mr. Bruce Van Allen

Dr. Faris Sabbabh, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5600 • Fax (831) 466-5607 • [www.santacruzcoe.org](http://www.santacruzcoe.org)

Date: June 24, 2020

To: Watsonville Prep Charter/Navigator School - Ami Ortiz, Director of Business Services

From: Rebecca Olker, Interim Deputy Superintendent, Business Services

Re: Direct Funded Charter School Retirement Reporting Agreement  
for Fiscal Year 2020/2021

The purpose of this memo is to provide all Direct Funded Charter Schools with the submission and payment instructions regarding the attached agreement for Charter School Retirement Reporting Services. Please sign the agreement, and mail it along with the annual fees of \$3,000.00 for fiscal year 2020/2021 to:

**Santa Cruz County Office of Education**  
**Attn: Retirement/Payroll Manager**  
**400 Encinal Street**  
**Santa Cruz, CA 95060**

The agreement and the fees 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 SCCOE to process monthly CalSTRS retirement reports.

To participate in the CalSTRS retirement programs, 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, the 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 that plan. Additionally, once a charter school elects to participate in CalSTRS, all parts of the Teacher's Retirement Law shall apply (Education Code 47611)

**SANTA CRUZ COUNTY OFFICE OF EDUCATION  
AGREEMENT FOR CHARTER SCHOOL RETIREMENT REPORTING SERVICES**

This agreement is entered into on July 1 2020; by and between the Santa Cruz County Office of Education (SCCOE) and Ceiba College Preparatory Academy Charter School.

The SCCOE is required to submit to California State Teachers Retirement System (CalSTRS), a uniform retirement data file for all School Districts and Charters within the County.

The Charter School 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 exceptions and recommendations of possible resolutions.
4. The Charter staff may participate in all workshops offered to School Districts (within Santa Cruz County) for ongoing training and other informational meetings related to CalSTRS retirement. CalSTRS offers a monthly CalSTRS Charter Schools Webinar; Santa Cruz County recommends that Direct Funded Charters attend the webinars.
5. The SCCOE will assist the Charter payroll representative in preparing appropriate entries to correct past reporting periods when necessary.

Responsibilities of the Charter (see attached for payroll/retirement details)

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 make them available for audit; the Charter shall 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 regular reporting and processing of retirement information. If the contact person changes during the agreement the Charter must provide SCCOE with the new contact person's name and contact information.
5. The Charter shall submit to the SCCOE the full amount of the retirement contributions that include both the employer and employee amounts within two business days after the close of each month.

SCCOE's Fee and Payment Thereof

1. The Charter agrees to pay the SCCOE for the services described under this Agreement as follows:
  - \$3,000.00 per year to be paid upon signing and submission of this Agreement (On or before July 31<sup>st</sup> of every year).
  - A fee of \$350.00 for each day the funds are not submitted by the second working day after the end of each month. These fees shall be assessed monthly and are payable upon demand.
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. SCCOE will invoice the Charter for CalSTRS Penalty and Interest Charges annually.

Duration of Agreement

The Agreement begins on 7/1/2020 and is automatically renewed each fiscal year beginning July 1 and ending June 30, unless notified by the SCCOE of a change in the Agreement or by the Charter with 60 days notice.

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

**SANTA CRUZ COUNTY  
OFFICE OF EDUCATION**

DocuSigned by:  
  
Signature: \_\_\_\_\_  
4A98B6793C07440

Name: Rebecca Olker

Title: Interim Deputy Superintendent,  
Business Services

**WATSONVILLE PREP  
CHARTER/NAVIGATOR SCHOOL**

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

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

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: \_\_\_\_\_