SAN DIEGO COUNTY OFFICE OF EDUCATION
AGREEMENT FOR CHARTER SCHOOL
RETIREMENT REPORTING SERVICES

This agreement is entered into this _____ day of _____ by and between the San Diego County Superintendent of Schools, hereinafter called "Superintendent," and the _____ Charter District, hereinafter called "Charter."

WITNESSETH:

WHEREAS, the Superintendent is required to process to STRS and/or PERS a uniform payroll/retirement reporting system.

WHEREAS, the Superintendent provides assistance to School Districts and Charter Schools in the utilization of the Payroll/Personnel System; and

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 and/or PERS reporting for the Charter.

2. The Superintendent will serve as the contact agency in working with STRS and/or PERS 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 San Diego 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 payroll and 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. Retroactive STRS and/or PERS Reporting: 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. The Charter shall pay the Administrative Fee published in the SDCOE Annual Fee Schedule.

Services to be Provided by the Charter

1. The Charter agrees to provide files of the required retirement and payroll information necessary for completing and implementing regular reporting and processing of STRS and/or PERS information. Reference Attachment.

The Charter agrees to provide all the payroll/retirement reporting file data and forms by the due dates established by the Superintendent to meet all retirement reporting schedules established by STRS and/or PERS.

2. The Charter shall maintain all payroll records for its employees and furnish the Superintendent a copy upon request.

3. 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.

4. Payment of STRS and/or PERS employee and employer contributions: (a) The Charter shall submit (fax, email, or BS Upload) the STRS C-118 three (3) banking days prior to the fifth and fifteenth day of each month and the PERS ACC-626 three (3) banking days prior to the fifteenth and thirtieth day. These due dates may be adjusted in an annual processing schedule issued by the Superintendent. (b) The Superintendent will prepare a Cash Transfer for these contributions from the charter granting district and remit the payment of contributions when due. It will be the responsibility of the Charter to reimburse the granting district.

Superintendent's Fee and Payment Thereof

1. The Charter agrees to pay the SDCOE for the services under this Agreement in accordance with the following amount:

   $390.63 per month

   Additionally, the Charter agrees to a processing fee of **$261.30** for each file the payroll service agency produced that is not acceptable and has to be replaced and reprocessed.

2. The Charter agrees to reimburse the Superintendent for any retirement reporting fines levied by STRS and/or PERS on the Superintendent that were caused by the Charter which may be due to incomplete, inaccurate, or late reports, and/or inadequate or late deposits. Fines may also be levied for non-compliance with STRS and/or PERS membership enrollment rules and regulations.

3. The services fees of processing the Charter STRS and/or PERS retirement reporting by the Superintendent shall be transferred from the appropriate General Fund of the Charter to the County School Service Fund each month.

4. These service fees will be reviewed annually and published with the San Diego County Office of Education contracted Services Fee Schedule.

5. The Charter has contracted with _____ to process payroll and create retirement reporting files as specified in Attachment A. The Charter payroll service agency may only be changed when the replacement agency has demonstrated to the Superintendent that it can produce the acceptable disks listed in Attachment A. Additionally, the Charter will pay a **$3,251.75** file testing fee to the Superintendent. This fee includes up to three test files, the fee for each additional test file will be **$910.60**.

Duration of Agreement

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

2. Termination of this Agreement is automatic if the Charter contracts for the Superintendent's payroll services.

Termination Conditions

This agreement may be terminated with sixty (60) days notice prior to June 30th of the fiscal year. Notice shall be in writing and sent by registered mail to the Superintendent. In event of termination, the retirement reporting process will be evaluated for direct and indirect cost associated with closure of this agreement and settlement will be made thereafter.

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

SUPERINTENDENT OF SCHOOLS

SAN DIEGO COUNTY

By _____

Title _____

_____
CHARTER SCHOOL DISTRICT

By _____

Title _____

Approved by the Charter Governing Board on _____
Date

ATTACHMENT A

Agreement for Charter School Retirement Reporting Services

The following payroll/retirement reporting files are to be created by the Charter and sent to the Superintendent on a prescribed monthly schedule:

STRS - MR-87 Membership Data

STRS - Monthly Report of Contributions

STRS - Address Tape (four a year)

PERS - Monthly Report of Contributions

In addition to the files, a paper copy (or readable file) of the District's Payroll Register is to be provided that documents the data on the STRS and/or PERS Monthly Report of Contributions.