

Orange County Educational Arts Academy
A California Public Charter School

BOARD OF DIRECTORS
MEETING MINUTES

Special Meeting

June 10, 2020

8:30 p.m. – Open Session

Teleconference

Zoom Meeting: <https://zoom.us/j/96928065746?pwd=dmpRaXhoVSt3ckUxc2FicjliNzBzQT09>

Meeting ID: 969 2806 5746

Password: board

MINUTES

I. Call to Order 9:03

A. Roll Call

Board Members

Dr. Alfonso Bustamante

Valerie Sullivan

Scott Overpeck, Chair

Ben Stanphill, Secretary

Boris Molina

Carmen Aparicio

Staff/Other

Kristin Collins, School Director

Janine McFarlin, Treasurer

Mike Limon, President/Executive Director

Present

Absent

X

X

X

X

X

X

X

X

X

B. Approval of Agenda

II. Public Comment

No public comment

III. Approve Contract for Business & Financial Services Agreement with OCDE

Action: Approve contract as presented.	Motion: BS Second: SO
	Vote: BS, CA, BM, VS, SO for 0 against

IV. Items for Future Meetings

The next regularly scheduled meeting is on July 8, 2020.

V. Adjournment

The meeting was adjourned at 9:06 PM PM

ORANGE COUNTY DEPARTMENT OF EDUCATION
Division of Administrative Services
Contracts Department
P. O. Box 9050
Costa Mesa, California 92628-9050

May 29, 2020

To: Vanessa Besack
Orange County Educational Arts Academy

Re: Contract For Business & Financial Services, Agreement Number 50222

Enclosed are two (2) Agreements signed on behalf of the Orange County Superintendent of Schools. Please have an authorized signer sign both Agreements.

Mail one (1) Agreement to:

Julie Montgomery
Orange County Department of Education
Contracts Department
P. O. Box 9050
Costa Mesa, CA 92628-9050

Thank you for your assistance

Julie Montgomery
Administrative Technician
Contracts Department
Phone: (714)966-4082
Email: jmontgomery@ocde.us

ORANGE COUNTY EDUCATIONAL ARTS ACADEMY
CONTRACT FOR BUSINESS AND FINANCIAL SERVICES

This AGREEMENT is hereby made and entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Orange County Educational Arts Academy, 825 North Broadway Street, Santa Ana, California 92701, hereinafter referred to as SCHOOL. SUPERINTENDENT and SCHOOL shall be collectively referred to as the Parties.

WHEREAS, the SCHOOL has requested selected business and financial services of SUPERINTENDENT to fulfill or perform defined obligations and duties; and

WHEREAS, SUPERINTENDENT is willing to provide support services as requested by SCHOOL.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2020, and ending on June 30, 2021, subject to termination as set forth in this AGREEMENT. This AGREEMENT shall automatically terminate in the event that the SCHOOL is revoked, dissolved, abandoned, or closed.

2.0 SCOPE OF WORK. SCHOOL hereby engages SUPERINTENDENT as an independent contractor to perform selected business and financial services and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions set forth herein. SUPERINTENDENT'S responsibilities shall include the following:

1 2.1 SERVICES PROVIDED BY SUPERINTENDENT FOR CalPERS & CalSTRS
2 RETIREMENT REPORTING.

3 a. SUPERINTENDENT agrees to transmit retirement
4 reporting and processing information, earnings and
5 contributions for current fiscal year for SCHOOL to
6 CalSTRS and/or CalPERS as specified in the SCHOOL'S
7 charter.

8 b. SUPERINTENDENT agrees to coordinate reporting and
9 processing of retirement (CalSTRS and/or CalPERS)
10 information, earnings and contributions for prior
11 fiscal year(s) if not already reported at an
12 additional cost.

13 c. SUPERINTENDENT will serve as contact agency in
14 working with CalSTRS and/or CalPERS in resolving
15 problems and answering questions related to
16 reporting and processing of retirement (CalSTRS
17 and/or CalPERS) information.

18 d. Upon notification from CalPERS or CalSTRS,
19 SUPERINTENDENT will notify SCHOOL of errors and
20 recommend possible resolutions.

21 e. SUPERINTENDENT agrees to provide SCHOOL with
22 training and information for completion of required
23 reports:

- 24 1) Instructions and training will be provided by
25 SUPERINTENDENT'S Retirement Services Unit.
 SCHOOL agrees to send a representative to the

1 next available training following the
2 effective date of this AGREEMENT.

3 2) Training will be provided in all areas
4 necessary for retirement reporting and
5 completion of forms. The following materials
6 and documents will be provided at the
7 training:

8 a) Procedures for completing forms to report
9 CalPERS/CalSTRS payroll information (via
10 secure e-mail or FTP).

11 b) Timelines for submitting reports/
12 conditions.

13 c) CalPERS/CalSTRS Manuals.

14 3) SCHOOL staff will be included in all
15 retirement workshops provided to school
16 districts for ongoing training.

17 4) SCHOOL will be added to mailing list for
18 distribution of information concerning
19 CalPERS/CalSTRS.

20 f. SUPERINTENDENT will forward all Bulletins related to
21 CalPERS/CalSTRS to the Business Manager of SCHOOL or
22 their appointed designee.

23 3.0 SCHOOL RESPONSIBILITIES. The SCHOOL shall be responsible for the
24 following retirement reporting and processing services:

25 a. SCHOOL may employ an outside vendor or payroll service
agency to submit monthly retirement reporting

1 information. SCHOOL and vendor or agency will coordinate
2 all reporting with SUPERINTENDENT'S Retirement Services
3 Unit.

4 b. SCHOOL agrees to notify SUPERINTENDENT of any changes in
5 outside vendor or payroll services immediately.

6 c. SCHOOL shall provide the required retirement system's
7 resolution to SUPERINTENDENT prior to the beginning of
8 retirement reporting and processing.

9 d. SCHOOL agrees to adhere to all current and future
10 timelines as established by SUPERINTENDENT for retirement
11 reporting and processes.

12 e. SCHOOL is solely responsible for accuracy of all data and
13 compliance with timelines, deadlines, and security in
14 remitting information to SUPERINTENDENT.

15 f. SCHOOL will provide SUPERINTENDENT accurate retirement
16 and payroll data and/or information necessary for
17 completing and implementing reporting and processing of
18 retirement (CalSTRS and/or CalPERS).

19 g. SCHOOL shall send required retirement reporting
20 information on an Excel spreadsheet provided by
21 SUPERINTENDENT via secure e-mail or FTP to the
22 SUPERINTENDENT'S Retirement Services Unit by the 3rd
23 business day of each month.

24 h. Funding to cover employee and district retirement
25 contributions will be transferred from SCHOOL'S County
Treasury account. If sufficient funding is not available

1 in the SCHOOL's County Treasury account to cover
2 retirement contributions, SCHOOL must wire funds to
3 SUPERINTENDENT by the 3rd business day of each month.
4 This AGREEMENT does not provide for temporary borrowing
5 or transferring of funds from the County Treasury by the
6 SCHOOL.

7 i. SCHOOL shall provide completed CalSTRS and CalPERS forms
8 as requested by SUPERINTENDENT.

9 j. SCHOOL is responsible for providing CalPERS/CalSTRS
10 membership information to employees as required by
11 California Education Code Sections 22455.5, 22460, and
12 22509 and Government Code Sections 20280 through 20309.5.

13 k. SCHOOL is responsible for monitoring employees' earnings
14 and hours for mandatory membership under California
15 Government Code Section 20305 and California Education
16 Code Sections 22500 through 22504.

17 l. SCHOOL is also responsible for monitoring employee
18 membership status with regard to exclusions (Section
19 20300) and choice of election (Section 20309).

20 m. SCHOOL is responsible for providing payroll vendor with
21 access to CalPERS and CalSTRS systems for enrolling
22 members and retirees. SCHOOL is responsible for
23 enrolling CalPERS retiree within thirty (30) days of hire
24 in the CalPERS system.

25 n. SCHOOL is responsible for monitoring CALPERS/CALSTRS
Retirees for post-retirement earnings / hours compliance

1 as per California Education Code Section 22461 and
2 Government Code Section 21229.

3 o. SCHOOL shall maintain all payroll/retirement records for
4 employees. These records must be retained indefinitely
5 for adjustment processing purposes.

6 p. SCHOOL will designate one of its employees to serve as
7 contact person between SCHOOL and SUPERINTENDENT for
8 matters related to reporting and processing of retirement
9 (CalSTRS and/or CalPERS) information.

10 q. SCHOOL will submit CalPERS/CalSTRS required forms,
11 reports and/or file to SUPERINTENDENT according to the
12 SUPERINTENDENT provided schedule.

13 r. SCHOOL accepts financial responsibility for all CalPERS,
14 CalSTRS, and/or SUPERINTENDENT fines and penalties
15 resulting from incomplete, inaccurate, or late reports
16 and/or inadequate or late deposits.

17 s. SCHOOL accepts financial responsibility for all CalPERS
18 and CalSTRS fees and/or assessments required for
19 participation in pension funds, such as those related to
20 compliance with statements issued by the Governmental
21 Accounting Standards Board (GASB).

22 4.0 PAYMENT.

23 4.1 SCHOOL agrees to pay SUPERINTENDENT the fees for services
24 satisfactorily rendered pursuant to Section 2.0 of this AGREEMENT
25 for the period commencing as of July 1, 2020 and ending June 30,

1 2021. The fees to be paid to SUPERINTENDENT for services rendered
2 are as follows:

3 4.1.1 Retirement reporting and processing fee: Nine
4 dollars and twenty-seven cents (\$9.27) per
5 Employee per Monthly Payroll.

6 4.1.2 Monthly services will be invoiced quarterly.

7 4.1.3 SUPERINTENDENT may assess fees for late report
8 submission or late deposits in accordance with
9 the schedule in 4.1.3.1. Fees associated with
10 late submission or deposits will be included on
11 quarterly invoice.

12 4.1.3.1 - Schedule of Late Fees

13 Late Report Submission:

14 1 - 7 days late - \$100

15 8+ days late - \$200

16 Late Retirement Funds (deposit):

17 The lesser of 5% of Funds due or \$500

18 4.1.4 Payment for services is due thirty (30) days from
19 invoice date. Failure to remit payments on time
20 could delay or terminate services.

21 4.1.5 SCHOOL agrees to designate the person and provide
22 a current billing address for receiving invoices.

23 4.2 Payment shall be made no later than thirty (30) days from
24 the date of SUPERINTENDENT'S invoice. SCHOOL shall direct all
25 payments to: Orange County Superintendent of Schools, P.O. Box 9050,

1 Costa Mesa, California 92628-9050, Attn: Accounts Receivable, or at
2 such other place as SUPERINTENDENT may designate in writing.

3 5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times to
4 be an independent contractor and shall be wholly responsible for the
5 manner in which the services required by the terms of this AGREEMENT
6 are performed. Nothing herein contained shall be construed as
7 creating the relationship of employer and employee, or principal and
8 agent, between SUPERINTENDENT and SCHOOL. SUPERINTENDENT assumes
9 the responsibility for the acts and omissions of its employees or
10 agents as they relate to the services to be provided.
11 SUPERINTENDENT, its officers, agents and employees, shall not be
12 entitled to any rights, and/or privileges of SCHOOL employees and
13 shall not be considered in any manner to be SCHOOL employees.

14 6.0 INDEMNIFICATION/HOLD HARMLESS.

15 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
16 harmless SCHOOL, its officers, agents, and employees from liability
17 and claims of liability for bodily injury, personal injury,
18 sickness, disease, or death of any person or persons, or damage to
19 any property, real personal, tangible or intangible, arising out of
20 the negligent acts or omissions of employees, agents or officers of
21 SUPERINTENDENT or the Orange County Board of Education during the
22 period of this AGREEMENT.

23 B. SCHOOL hereby agrees to indemnify, defend, and hold harmless
24 SUPERINTENDENT, the Orange County Board of Education, and its
25 officers, agents, and employees from liability and claims of
liability for bodily injury, personal injury, sickness, disease, or

1 death of any person or persons, or damage to any property, real,
2 personal, tangible or intangible, arising out of the negligent acts
3 or omissions of employees, agents or officers of SCHOOL during the
4 period of this AGREEMENT.

5 7.0 NON-DISCRIMINATION. SUPERINTENDENT and SCHOOL agree that they
6 will not engage in unlawful discrimination of persons because of
7 race, color, religious creed, national origin, ancestry, physical
8 handicap, medical condition, marital status, or age or sex of such
9 persons.

10 8.0 APPLICABLE LAW. The services completed herein must meet the
11 approval of the SCHOOL'S general right of inspection to secure the
12 satisfactory completion thereof. SCHOOL agrees to comply with all
13 federal, state and local laws, rules, regulations and ordinances
14 that are now or may in the future become applicable to SCHOOL,
15 SCHOOL'S business, equipment and personnel engaged in operations
16 covered by this AGREEMENT or occurring out of the performance of
17 such operations.

18 9.0 ASSIGNMENT. SUPERINTENDENT shall not subcontract or assign the
19 performance of any of the services in this AGREEMENT without prior
20 written approval of the SCHOOL.

21 10.0 INSPECTION AND AUDIT. SCHOOL agrees that SUPERINTENDENT shall
22 have access to and right to examine, audit, excerpt, copy or
23 transcribe any applicable records of the SCHOOL pertinent to this
24 AGREEMENT. SUPERINTENDENT agrees that SCHOOL shall have access to
25 and right to examine, audit, excerpt, copy or transcribe any
applicable records of the SUPERINTENDENT pertinent to this

1 AGREEMENT. SUPERINTENDENT and SCHOOL shall maintain records of
2 services provided and financial records for a period of five (5)
3 years.

4 11.0 TOBACCO USE POLICY. In the interest of public health,
5 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
6 use of any tobacco products are prohibited in buildings and
7 vehicles, and on any property owned, leased or contracted for by the
8 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
9 abide with conditions of this policy could result in the termination
10 of this AGREEMENT.

11 12.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT
12 or SCHOOL, with or without cause, upon the giving of thirty (30)
13 days prior written notice to the other party.

14 13.0 NOTICES. All notices or demands to be given under this
15 Agreement by either party to the other shall be in writing and given
16 either by: i) Personal service, or ii) U.S. Mail, mailed either by
17 registered or certified mail, return receipt requested, with postage
18 prepaid. Service shall be considered given when received if
19 personally served or, if mailed, on the third (3rd) day after
20 deposit in any U.S. Post Office. The address to which notices or
21 demands may be given by either party may be changed by written
22 notice given in accordance with the notice provisions of this
23 section. As of the date of this AGREEMENT the addresses of the
24 parties are as follows:

1 SCHOOL: Orange County Educational Arts Academy
2 825 North Broadway Street
3 Santa Ana, California 92701
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 Costa Mesa, California 92626
8 Attn: Patricia McCaughey

9 14.0 SEVERABILITY. If any term, condition or provision of this
10 AGREEMENT is held by a court of competent jurisdiction to be
11 invalid, void, or unenforceable, the remaining provisions will
12 nevertheless continue in full force and effect, and shall not be
13 affected impaired or invalidated in any way.

14 15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
15 shall be governed by the laws of the State of California, with venue
16 in Orange County, California.

17 16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
18 attached hereto constitute the entire agreement between
19 SUPERINTENDENT and SCHOOL regarding the services and any agreement
20 made shall be ineffective to modify this AGREEMENT in whole or in
21 part unless such agreement is embodied in an Amendment to this
22 AGREEMENT which has been signed by both Parties. This AGREEMENT
23 supersedes all prior negotiations, understandings, representations
24 and agreements.

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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 SCHOOL: ORANGE COUNTY
4 EDUCATIONAL ARTS ACADEMY

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY: 
Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Administrator

9 DATE: _____

DATE: May 26, 2020

10
11
12
13 Orange County Educational Arts Academy(50222)-Business & Financial Services-CalPers & CalSTRS
2020-2021
14 ZIP4