



Procurement Cardholder Agreement – Board of Trustees

The cardholder accepts responsibility to use the procurement card for authorized purchases for official San Bernardino Community College District (the District) Board of Trustees business only. The cardholder's signature below is verification that the cardholder has read the District's Procurement Card Program Procedures - Board of Trustees and agrees to be in full compliance with the procedures as well as with the following responsibilities. The cardholder also acknowledges that he or she has received the required training and has physically received their assigned Cal-Card.

1. I understand/agree the card is for District-approved purchases only and I agree not to charge personal purchases.
2. I understand/agree that as long as I am a Procurement cardholder and using the Credit Card for Travel, I will not be eligible for a Travel Advance nor will I request a Travel Advance. I understand/agree that I may charge authorized travel expenses to the card in accordance with the District's Procurement Procedures - Board of Trustees.
3. I understand/agree improper use of this card can be considered misappropriation of District funds. This may result in termination of Cal-Card privileges.
4. I understand/agree that if the card is lost or stolen, I will immediately notify U.S. Bank by telephone. I will confirm the telephone call by mail or email with a copy of the notification to the Chancellor.
5. I agree to surrender the card immediately upon termination of my status as a Board member.
6. I understand/agree that the card is issued in my name and I will not allow any other person to use the card nor will I charge another person's expenses to the card. I am considered responsible for any and all charges against the card.
7. I understand/agree all charges will be billed directly to and paid directly by the District. The bank cannot accept any funds from me directly; therefore, any personal charges to the card could be considered misappropriation of District funds.
8. As the card is District property, I understand/agree that I may be periodically required to comply with internal control procedures designed to protect District assets. This may include being asked to produce the card to validate its existence and account number. I may also be asked to produce receipts and statements to audit its use.
9. I understand/agree to reconcile my credit card transactions with the Chancellor's Office and attach required detailed documentation/receipts to support all charges. Since I am responsible for all charges (but not for payment) on the card, I will resolve any discrepancies by either contacting the supplier or the bank.
10. I understand/agree it is my responsibility to ensure that my Cal Card Expense Reports are completed and approved by the Chancellor's Office. Credit card transactions are available as expense items usually within three days following the U.S. Bank posted date. Expenses Reports can be created prior



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to the monthly statement date and all expense items will be reconciled prior to 10 days after the statement date.

11. I understand/agree that violations of the Procurement Card policy shall be tracked by the Program Administrator. Violations include, but are not limited to, the following. (Please refer to the SBCCD Procurement Card Program Procedures - Board of Trustees for a comprehensive guide of program rules and responsibilities).
 - i. The card is used for personal or unauthorized purposes.
 - ii. Untimely submission of Expense Reports or incomplete documentation to support an expense item.
 - iii. The cardholder charges another person's expenses to the card.
 - iv. The cardholder splits a purchase to circumvent a purchase limit assigned to the card.
 - v. The cardholder uses another cardholder's card to circumvent a purchase limit assigned to either cardholder.
 - vi. The cardholder makes a purchase without an approved purchase order in place.
 - vii. The cardholder accepts a personal gratuity from a vendor.
 - viii. The cardholder fails to provide the approving official with information about any specific purchase.
 - ix. The card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law, or regulation pertaining to the District.
 - x. **The cardholder does not adhere to any of the procurement card policy and procedures or any procedures of the District, including: BP 2200 Board Duties & Responsibilities, AP 2710 Conflict of Interest, BP 2715 Code of Ethics, BP 2716 & AP 7370 Political Activity, AP 7371 Personal Use of Public Resources.**
12. For a first violation, a warning notice shall be sent to the Procurement cardholder and the Procurement cardholder shall be required to submit an Audit Exception Memo to the Program Administrator.
13. For a second violation, a second warning notice shall be sent to the procurement cardholder and the Chancellor and/or Board Executive Committee may be copied on the notice. The procurement cardholder shall also be required to submit an Audit Exception Memo.
14. For a third violation, an Audit Exception Memo is required and the use of the procurement card may be suspended for up to six months depending on the nature of the violation. Any violation deemed serious enough may result in card cancellation.

Trustees are bound by SBCCD BP 2715 Code of Ethics and any Cal Card violation deemed to be severe may invoke the ad hoc committee process for complaints of trustee misconduct.
15. I understand/agree that the Program Administrator has the authority to grant exceptions to prohibited purchases on a case-by-case basis in the event of an emergency. An emergency is defined as the need



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for goods or services necessary for the continuance of critical daily operating functions or when an emergency condition exists involving public health, welfare, or safety. Failure to allow adequate lead-time does not constitute an emergency. Requests for exceptions shall be made in writing from the cardholder to the Program Administrator. The quantity of items purchased with the Procurement Card must only be enough to cover the immediate emergency. Emergency purchases must be supported by an approved written statement attached to the Expense Report stating:

- i. Why the item(s)/service(s) is/are necessary
- ii. Program impact; and
- iii. Why the order/service had not been filled through normal ordering procedures.

16. I understand/agree a procurement card is not necessarily provided to all Trustees. Assignment is based on my need to purchase materials for the business and/or to provide for Board approved business travel. My card may be revoked based on change of assignment or location. I understand that the card is not an entitlement nor reflective of title or position.

By my signature below, I understand, agree, and accept all the terms, conditions, and procedures of the Procurement Card Program.

Trustee Signature

Date

Chancellor Signature

Date

Trustee Printed Name

Board Chair Signature

Date