MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
SMALL PURCHASE PROCUREMENT CARD ACCOUNT
EDUCATION ENHANCEMENT FUNDS PROGRAM (EEF)

TEACHER CARDHOLDER AGREEMENT

The teacher named herein referred to as "Cardholder" is requesting a procurement card to provide for access to Education Enhancement Funds (EEF) as authorized by Mississippi Code §37-61-33(3)(iii) and that will be utilized to make financial commitments on behalf of the State. As the only authorized cardholder, Cardholder agrees to accept the responsibility for the protection and proper use of the card in accordance with the terms and conditions below:

1. Cardholder agrees to abide by the terms of the Teacher Cardholder Agreement, the Statement of Understanding, the applicable MS Small Purchase Procurement Card Policies, Procedures and Guidelines, the Mississippi Educator Code of Ethics and Standards of Conduct, as well as, any additional policies or procedures established by the Office of Purchasing and Travel, the MS Department of Education, and the school district concerning this program.
2. Cardholder is responsible for all purchases made using the card.
3. Cardholder agrees to purchase authorized commodities for official school purposes only. Authorized commodities include "classroom supplies, instructional materials and equipment, including computers and computer software."
4. Cardholder agrees that all items purchased are deemed the property of the school district and not personal property of the Cardholder.
5. Cardholder agrees to notify the merchant that the purchase is exempt from state and local taxes.
6. Cardholder agrees to notify the merchant that back orders are not allowed.
7. Cardholder is responsible for obtaining credit on the card for any items returned to the merchant.
8. Cardholder agrees not to use the card for purchases after the annual deadline. Purchases made after the deadline become the responsibility of the cardholder.
9. Cardholder agrees not to use the card for cash advances.
10. Cardholder agrees not to charge travel related expenses on the card.
11. Cardholder agrees not to use the card for membership fees.
12. Cardholder must notify the Program Coordinator of any items purchased that are required to be placed on the district's fixed asset inventory.
13. Cardholder agrees to retain all supporting receipts from merchants and supply those to the MS Department of Education or the school district upon request. Receipts should be maintained for a minimum of five (5) years.
14. Cardholder is subject to an annual audit of all purchases.
15. Cardholder agrees to notify the Program Coordinator immediately if the card is lost or stolen.
16. Cardholder agrees to return the card to the Program Coordinator immediately upon request, termination, resignation or retirement.
17. Cardholder should establish access to the online account and review the online statement monthly to ensure that the merchant is paid in full for all items.

Unauthorized Expenses

The following types of expenses are not allowable and includes, but are not limited to:

Airfare, rental cars, gasoline, lodging, parking, or travel expense
Alcohol, meals, food, or beverages
Movies, music, or other media items that are not related to the instructional plan
Personal items
Personal calls, business related calls, internet or fax service
Prizes, snacks, or reward items
Cleaning supplies

Card Violations

Cardholders are required to strictly adhere to the policies and procedures governing use of the EEF card program, which may be modified as necessary. Failure to follow policies and procedures may result in disciplinary action including financial restitution and criminal prosecution. This policy will be administered in accordance with other state procurement policies and the laws of the State of Mississippi.

Violations of policies governing the use of the EEF procurement card program will not be allowed. The action taken is dependent upon the type of violation and any record of previous cardholder violations. The Office of Purchasing and Travel or the MS Department of Education is authorized to suspend a cardholder's privileges as deemed necessary without prior notice. The school district will be notified of any such action. Any alleged violation or questionable transaction could result in an immediate temporary suspension of card privileges pending a review to determine appropriate action. If deemed appropriate, the bank, the police, and the appropriate school district staff will also be notified. Possible disciplinary actions may include written counseling, permanent suspension of card privileges, or termination of employment.

Laws, Policies, and Procedures

Cardholders will use cards in accordance with all policies and procedures as referenced in this document, which may be amended as necessary. Policies and procedures include:

- Official State of Mississippi Code Annotated related to this program or governmental purchasing
- Teacher Cardholder Agreement and Statement of Understanding
- Applicable requirements of the MS Small Purchase Procurement Card Policies, Procedures and Guidelines
- Mississippi Educator Code of Ethics and Standards of Conduct
- Applicable requirements, policies and procedures as set forth by the Office of Purchasing and Travel, the MS Department of Education, and the school district

Statement of Understanding

I, _____ (name of teacher), as Cardholder, do certify that I have read and fully understand the terms and conditions and I hereby agree to comply with the terms and conditions of the Teacher Cardholder Agreement, the Statement of Understanding, the applicable MS Small Purchase Procurement Card Policies, Procedures and Guidelines, the Mississippi Educator Code of Ethics and Standards of Conduct, as well as, any additional policies or procedures established by the Office of Purchasing and Travel, the MS Department of Education, and the school district concerning this program. I understand that I will be held personally responsible for all charges for any purchase which is made and is not in compliance. I understand that failure to follow the established procedures for use of the card may result in the request for restitution of funds, suspension or termination of card privileges, other disciplinary action, and criminal prosecution.

Cardholder acknowledges by his/her signature to this agreement below that he/she agrees to comply with the terms and conditions stated above.

_____ _____

Printed Name of Cardholder **School District**

_____ _____

Signature of Cardholder **Date signed**

_____

Card Number