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CREDIT CARD POLICY

Policy Overview

Pursuant to federal Charter School Program grant requirements, Notre Ecole is setting up a credit card program that will allow authorized personnel to charge school expenses. Credit cards are issued to employees who meet the appropriate requirements and can only be used by the individual named on the card or their designee. Notre Ecole is liable to the financial institution which issues the credit cards, and pays the monthly statement directly.

Credit card transactions bring greater efficiency to the purchasing process and enable the cardholder to respond expeditiously to daily business transaction needs. This Program is not intended to bypass other established and appropriate purchasing and payment procedures, such as policies related to the requirement of a purchase order; rather, the program is designed to complement these existing processes. Cardholders are responsible for adhering to all Notre Ecole's policies when using their credit card.

Policy Purpose

The purpose of this policy is to establish the responsibilities, controls and authorizations for the application, issuance and processing of Notre Ecole's credit card program:

- i. To ensure all credit card purchases are for appropriate and acceptable business expenses.
- ii. To ensure consistent and complete operation of the reconciliation and approval process.
- iii. To comply with Internal Revenue Service requirements.
- iv. To ensure that non-compliance will be subject to disciplinary guidelines up to an including termination.

I. Cardholder

This individual's name is on the face of the credit card and to whom Notre Ecole has issued the credit card. Individuals designated as a cardholder are required to:

- A. Obtain required receipts for credit card transactions
- B. Ensure all transactions are legitimate purchases made on behalf of Notre Ecole.
- C. Properly substantiate and record the business purpose of each transaction.
- D. Tape receipts to 8.5 x 11 sheet of paper and attach to printed copy of statement.
- E. Submit required documentation to the Office Manager by specified monthly deadline.

II. Compliance/Non-Compliance

A. Compliance

The cardholder must reconcile and submit all records (cardholder statement, receipts, preapproval forms and any other applicable or required business documentation) to the Office Manager by designated deadlines.

B. Non-Compliance

A cardholder that does not comply with the requirements of this or related policies and procedures will be subject to actions including: reimbursing Notre Ecole, suspension or termination of credit card privileges, and other disciplinary actions deemed appropriate.

III. Process and Procedures

A. Lost, Stolen or Compromised Card

The cardholder is responsible for the security of the issued credit card and any purchases made to the account. If there is any reason to believe the credit card may have been lost or stolen, the credit card holder must immediately report this information to the Bank Customer Service and then inform Notre Ecole. It is extremely important to act promptly in the event of a lost or stolen card to avoid Organization liability for fraudulent transactions. Once the bank has been notified, the card account will be closed and a new card issued.

B. Replacement Card

1. Damaged Card

A damaged card needs to be reported to Notre Ecole who will order a replacement card.

2. Expiring Card

The bank will automatically issue a new card for upcoming expiration dates. These cards are sent to Notre Ecole who will notify the cardholder and route the new card.

IV. Card Suspension or Termination

Credit cards are the property of Notre Ecole, and as such, can be terminated at any time. Credit cards may be suspended or deactivated for the following reasons:

A. Employment Change

When a cardholder leaves the employment of Notre Ecole, the credit card will be deactivated and must be turned over to the Office Manager. Online access for any user of the credit card program will be canceled upon their separation with Notre Ecole.

B. Administrative Violations

Failure to adhere to administrative requirements may lead to disciplinary action. Examples of administrative violations include, but are not limited to:

- 1. Failure to obtain and submit supporting documentation
- 2. Lack of timely or proper reconciliation of expenses.
- 3. Approval of transactions that violate Notre Ecole policies.
- 4. Failure to appropriately address and resolve instances of misuse or administrative violations.

C. Misuse

Misuse of the credit card or non-compliance to applicable policies will result in disciplinary action. Examples of misuse include, but are not limited to:

- 1. Purchase of items for personal use.
- 2. Purchase of unauthorized supplies or services.
- 3. Purchases requiring a purchase order.
- 4. Use of card or account information by anyone other than the authorized cardholder and/or their designee.

If a credit card program participant violates this credit card policy or other applicable policies, they may be subject to sanctions including suspension of the program privileges, card cancellation, and other disciplinary action deemed appropriate by Notre Ecole. If a personal item is inadvertently charged to the Notre Ecole credit card, reimbursement for the item must be made to the Office Manager within 3 business days.

V. Credit Limit

Each credit card is assigned a credit limit based on the anticipated usage. This credit limit is replenished at the beginning of each month when the online statement is issued. Increases in the credit limit should be requested from the school Director.

VI. Sales Tax Exemption

The cardholder must inform merchants of applicable sales tax exempt status prior to the purchase. Cardholders should keep a copy of the sales tax exempt certificate with them to present at the time of purchase. Personal use of these certificates is strictly prohibited.

VII. Card Usage

The credit card can be used at any merchant that accepts it, except as prohibited by policy. It may be used for in-store purchases, as well as phone, fax, and mail orders and at secured internet sites. For phone, fax and mail orders, the cardholder is responsible for instructing the merchant to send a detailed receipt that lists items purchases, the corresponding price, any shipping and/or handling charges, and a total for the order. Note: Packing lists, statements, quotes, agreements, general credit card receipts, and estimates are not valid receipts, as they often do not provide prices or necessary detail.

VIII. Returns and Credits

Purchase returns and credits must be credited back to the credit card not in the form of cash back or merchant credit. Any acceptance of credit in the form of cash will be considered fraudulent activity.

IX. Authorized Purchases and Payments

Cardholders are expected to use their credit card for all allowed expenses. The need for the submission of expense reimbursements for out-of-pocket purchases should be limited to noncredit card merchants.

X. Unauthorized and Restricted Card Usage

Failure to comply with the guidelines below for unauthorized purchases may result in the cancellation of credit card privileges and disciplinary action, up to and including termination of employment.

- A. Credit cards are restricted from making cash withdrawals.
- B. Unauthorized Purchases

Some purchases may not be made using the credit card because they require additional oversight and control in advance of the purchase. Unauthorized purchases include, but are not limited to:

- 1. Items and services requiring a purchase order
- 2. Personal items

3. Vendors typically invoicing Accounts Payable directly

XI. Receipt Management

Original itemized receipts are required for all expenses. Receipts need to be taped to an 8.5 x 11 sheet of paper and attached to a copy of the related statement. All receipts need to be sent to the attention of "Office Manager" by the 1st of each month for the previous month's statement (i.e., statement for April receipts to be sent by May 1st, etc.). If a cardholder loses or does not obtain a required receipt from the merchant, they must complete a No Receipt Form. This form requires details of the expense and an explanation of what happened to the receipt. The use of this form is not a substitute for original receipts. Repeated use of this form will lead to credit card suspension and monetary reimbursement due by the cardholder to Notre Ecole.

XII. Disputed or Fraudulent Charges

If there is an inaccuracy on a statement, the cardholder must address the issue immediately. If a cardholder believes the merchant has charged the account incorrectly or there is an outstanding quality of service issue, the cardholder must first contact the merchant and try to resolve the error or problem. If the cardholder is unable to resolve the matter directly with the merchant or if contacting the merchant is not possible, then it is the responsibility of the cardholder to submit an online Dispute Form for the related charge(s) and to make sure the credit posts to their account.

The bank must receive any charge disputes within 60 days of the transaction date. While pending resolution, the bank will credit Notre Ecole's account for the amount of the disputed transaction. Although the bank acts as the arbitrator in any dispute, the cardholder should never assume that a dispute would be resolved in Notre Ecole's favor. If the dispute is not resolved, please notify Notre Ecole. An Affidavit of Commercial Card Fraud form must be completed and faxed to our financial institution and the original sent to Notre Ecole. Prompt reporting of any such charges will help to prevent Notre Ecole being held responsible. Fraudulent employee use of a credit card will result in immediate revocation of the card, and may result in disciplinary action. Notre Ecole will seek restitution for any inappropriate charges. In the event that policies adopted by the School are in conflict with then applicable Minnesota law, the provisions of the law will apply.