



STATE OF NEW MEXICO
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HANNA SKANDERA
SECRETARY OF EDUCATION

SUSANA MARTINEZ
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NEW MEXICO TEACHER'S CLASSROOM SUPPLY AGREEMENT

The teacher named herein referred to as "Cardholder" is requesting a New Mexico Teacher's Supply Program (NMTSP) Card to purchase classroom supplies, as appropriated in Laws 2015, Chapter 101, Section 5, Item # 56. As the only authorized cardholder, the Cardholder agrees to accept the responsibility for the protection and proper use of the State's Small Purchase Program Card in accordance with the terms and conditions below:

1. Cardholder understands the NMTSP card is for government approved purchases only and agrees not to charge personal expenses. Cardholder agrees to purchase authorized commodities for official school classroom supply purposes. **(Personal items may not be purchased at any time.)**
2. Cardholder agrees to abide by the terms of the Statement of Understanding and the New Mexico Educator Code of Ethics and Standards of Conduct. Improper use of this card will be considered misappropriation of government funds, which may result in disciplinary action including revocation of educational licenses.
3. Cardholder agrees to register the card online.
4. Cardholder agrees to notify the merchant that the purchases are made in the name of a school district which is exempt from state and local taxes. **(If taxes are charged, obtain a credit immediately.)**
5. Cardholder agrees to retain all supporting receipts from merchants for five years.
6. If the cardholder becomes unemployed due to termination, resignation, retirement or if cardholder transfers to another district or charter prior to January 31, 2016, the teacher supply card must be surrendered immediately to the Program Coordinator with all supporting documentation.
7. As the cardholder, I understand that I will be required to comply with internal control procedures designed to protect government funds. 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. The Cardholder must maintain receipts for all purchases for at least five (5) years.
8. Back orders are not allowed. **(Ensure that all commodities are received immediately.)**
9. Cardholder agrees not to request/provide cash advances. **(Cash advances are not allowed.)**
10. Cardholder agrees not to charge travel related expenses on the teacher supply card. **(NO travel related expenses are allowed.)**
11. Cardholder user agrees if the card is lost or stolen, he/she will notify Blackhawk Engagement Solutions by telephone and the school's Program Coordinator immediately. Cardholder will

confirm the telephone call by email or facsimile with a copy of the notification to the Program Coordinator.

12. Cardholder must notify the Program Coordinator of any items purchased that the district may require to be placed on the district's fixed asset inventory.
13. Cardholder cannot sell or share this card with anyone.
14. The charges made against my card are automatically assigned to the district/charter cost code assigned to the card as specified by Public Education Department (PED). This code cannot be changed without PED approval. If changed, the new accounting code will not affect any charges made prior to the change, but will affect future charges.
15. Cardholder understands the NMTSP card is not a right of all employees but a privilege. My card may be revoked for any misuse of funds and punishable under NMSA 1978, §13-1-199. Any business or person that willfully violates the procurement code is guilty of a misdemeanor if the transaction involves fifty thousand dollars (\$50,000) or less.

I, _____ (cardholder/name of teacher), certify that I have read and fully understand the above terms and conditions and I hereby agree to comply with the terms and conditions of the New Mexico Teacher's Classroom Supply Agreement, the Statement of Understanding, Public Education Department and the New Mexico Educator Code of Ethics and Standards of Conduct, as well as, any school district's/charter's policies and procedures pursuant to NMSA 1978, §13-1-28 thru 13-1-196 ("Procurement Code"). I understand that I will be held personally responsible for any purchase made that is not in compliance with these policies and procedures. I also understand that my district or charter may impose additional restrictions and that I will abide by any and all such requirements. In addition to being personally liable for any charges not in compliance, I understand that failure to follow the established procedures for use of the card may result in either the revocation of my privileges or other disciplinary actions, up to and including revocation of my educator license. Cardholder / authorized user acknowledges by his/her signature to his/her agreement below that he/she agrees to comply with the terms and conditions stated above.

Print Name of Cardholder	License Number	School District/Charter
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Signature of Cardholder	Date signed
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School District _____
District Number _____
CARD NUMBER _____

I certify that the above mentioned teacher has accepted / declined the receipt the NMTSP card identified above.

Program Coordinator (Please print)

Program Coordinator (signature)

Date