

Sec. 1. PURPOSE OF POLICY.

Through this policy, the Board of Directors (the “Board”) of IPS Enterprises, Inc. (“IPS”) shall address the legal requirements, as applicable, promulgated at Texas Business Organizations Code (“Tex. Bus. Org. Code”) Sections 3.101, 22.201, 22.221 and 22.235. This policy shall also track the policies of IDEA Public Schools subject to Board differentiation contained herein or otherwise approved by the IPS Board.

Sec. 2. AUTHORITY OVER FISCAL MATTERS.

- (a) Subject to the provisions of Section 4.4 of the IPS Bylaws relating to actions to be approved by the Chief Executive Officer (“CEO”) or the Sole Member, the business, property, and affairs of IPS shall be managed and all powers of IPS shall be exercised by or under the direction of the Board. In the event of a conflict between this policy and any other Board policy, such conflict shall be brought to the Board for resolution. Refer to the Board’s Authority Over Fiscal Matters Policy (the “Controlling Policy,” Finance Policy 1.0) for requirements applicable to this policy.
- (b) The Officers of IPS (as defined in Sec. 5 of the Controlling Policy) shall report to the Board any business arrangement or transaction with an individual that is an Officer and any conflicted, interested, or related party, as defined in other Board policy or applicable law. IPS (and its Officers) may not enter into a business arrangement or conduct a transaction in such a manner so as to circumvent this requirement.

Sec. 3. INTRODUCTION.

The Corporate Card Program (“Program”) is an efficient, cost-effective method of paying for certain travel related expenses and to purchase authorized personal property, supplies, and non-professional services without issuing a purchase order. The use of the corporate card to pay for a purchase does not exempt IPS or its Officers and employees from the purchasing requirements of state law, federal regulation, or IPS policy. It is incumbent on the cardholder to ensure that applicable laws, rules and policies are followed. Additionally, IPS Officers and employees shall comply with other policies adopted by the Board, including, but not necessarily limited to, the Accountable Plan Policy (Finance Policy 1.1) and Employee Awards and Gifts Policy (Finance Policy 1.15), as applicable.

Sec. 4. PROGRAM OVERVIEW.

As set forth in this policy, the Board authorizes the Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”) to establish a corporate credit card program to permit authorized IPS Officers and employees to travel for business-related purposes and to purchase miscellaneous supplies and/or non-professional services. The CEO and CFO shall only allow the use of the corporate card for official IPS business purposes, in conjunction with the Officer or employee’s job duties, and prohibit the use of the Program for personal benefit or use. Any Officer or employee authorized to participate in the Program shall be required to sign a Corporate Cardholder Agreement (see Appendix A: Corporate Cardholder Agreement). In addition to other pertinent requirements, the Corporate Cardholder Agreement shall require the Officer or employee to pay for any unsubstantiated charges, unallowable charges or for the purchase of personal property and non-business-related supplies and/or non-professional services.

Sec. 5. PARTICIPATION REQUIRED.

Sec. 5.1. An IPS Officer or employee who incurs more than \$500 per month in expenses on behalf of IPS for business related activities shall participate in IPS's Corporate Card program.

Sec. 5.2. Sec. 5.1 of this policy notwithstanding, an IPS Officer or employee may decline to participate in IPS's Corporate Card program; however, in doing so, the Officer or employee shall not be assigned or otherwise receive a corporate card. In electing to opt out of the Corporate Card program, the Officer or employee shall agree to use IPS's purchase requisition or other purchasing process and/or use their personal line of credit to incur business related expenses and to submit same for reimbursement pursuant to all applicable Board policies.

Sec. 6. AGREEMENT REQUIRED.

Each cardholder is required to sign the Corporate Cardholder Agreement **before the card is issued**, affirming that the cardholder understands the intent of the Program, and has read and understands the agreement, and agrees to follow this policy and related administrative procedures. Additionally, as a condition for participating in the Corporate Card program, each cardholder is required to also sign a Wage Deduction Authorization Agreement (see Appendix B: Wage Deduction Authorization Agreement).

Sec. 7. DUTIES AND RESPONSIBILITIES.**Sec. 7.1. Corporate Card Administrator.**

Sec. 7.1.1. The CEO and CFO or designee shall be designated the Corporate Card Administrator.

Sec. 7.1.2. The Corporate Card Administrator oversees the administration of IPS's Corporate Card Program. All corporate card requests and modifications must be processed by the Corporate Card Administrator.

Sec. 7.1.3. The Corporate Card Administrator shall monitor and enforce adherence to Corporate Card policies and procedures by reviewing all transactions.

Sec. 7.1.4. The Corporate Card Administrator shall disclose, in writing, any violation of this policy by any cardholder to the Board and/or Internal Audits, if applicable (see Finance Policy 1.6).

Sec. 7.1.5. The Corporate Card Administrator shall work collaboratively with the Board and/or Internal Audits, if applicable (see Finance Policy 1.6), to prepare the monthly report required under Sec. 12.3 of this policy.

Sec. 7.2. Cardholder.**Sec. 7.2.1. Prudent Person Rule.**

In their use of the corporate card, cardholders shall limit their use for costs that are ordinary and necessary for the conduct of IPS's charitable and educational purposes and ensure that said costs, their nature, and amount do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time that the decision was made to incur the cost.

Sec. 7.2.2. Abuse and Waste Prohibited.

Sec. 7.2.2.1. Cardholders shall not use their assigned corporate card to abuse or waste IPS's financial resources and established lines of credits.

Sec. 7.2.2.2. For purposes of this policy, abuse is defined as behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances. Abuse includes misuse of authority or position for personal financial interests or those of an immediate or close family member or business associate.¹

Sec. 7.2.2.3. For purposes of this policy, waste is defined as the act of using or expending resources carelessly, extravagantly, or to no purpose. In this context, waste relates primarily to mismanagement, inappropriate actions, and inadequate oversight.²

Sec. 7.2.3. Disclosure of Conflicted, Interested, or Related-Party Transactions.

IPS Officers shall disclose to the Corporate Card Administrator any business arrangement or transaction with any conflicted, interested, or related party, as defined in other Board policy or applicable law. IPS Officers may not enter into a business arrangement or conduct a transaction in such a manner so as to circumvent this requirement.

Sec. 7.2.4. Authorized Use.

Sec. 7.2.4.1. All purchases made on the corporate card must be made by the cardholder or with the cardholder's approval, on behalf of IPS. The cardholder is responsible for the security of the corporate card and the transactions made with it. Cardholders may not under any circumstance provide the corporate card for use by any third-party not authorized by the Corporate Card Administrator. Failure to follow the requirements set forth in this policy and related administrative procedures may result in a financial obligation by the cardholder to IPS and disciplinary action, up to and including termination. Violations shall also lead to revocation of the cardholder's right to have a corporate card.

Sec. 7.2.4.2. The Program carries individual liability and, thus, may affect the cardholder's credit rating for failure to pay the monthly statement balance. Accordingly, cardholders must observe the following requirements.

- (a) Cardholders may only use the corporate card for travel related expenses and the purchase of miscellaneous supplies and non-professional services necessary for the conduct of their assigned duties and responsibilities. Cardholders should adhere to the prudent person rule and use proper discretion in their use of the corporate card.
- (b) Cardholders must use the corporate card in a manner consistent with the Accountable Plan Policy (Finance Policy 1.1) and Employee Awards and Gifts Policy (Finance Policy 1.15). If the cardholder fails to comply with the Accountable Plan Policy and/or the Employee Awards and Gifts Policy, IPS shall not reimburse the cardholder any amounts that violate said policy.

¹ *Government Auditing Standards*, Sec. 6.23, 7.25 and 8.122.

² *Government Auditing Standards*, Sec. 6.23, 7.25 and 8.122.

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- (c) Cardholders' use of their corporate credit card must not exceed the credit limit assigned to their card.
- (d) Being that IPS is a tax-exempt entity and does not pay sales taxes, cardholder must present a copy of IPS's sales tax exemption form.
- (e) The cardholder shall be financially responsible for any amounts charged to their assigned corporate credit card account that is found to be violative of this policy.

Sec. 7.2.5. Method of Procurement.

Cardholders authorized to use the corporate card program to purchase goods and services are required to and shall be responsible for procuring goods and services pursuant to the procurement methods identified in the Board's Purchasing Policy (Finance Policy 1.8).

Sec. 7.2.6. Maximum Allowable Travel Costs.

See Sec. 13 of Board Policy for Travel (Finance Policy 1.17).

Sec. 7.2.7. Safeguarding Card.

Cardholders shall appropriately safeguard their assigned corporate card, including the account number, the related security code, and expiration date to protect against any unauthorized access to IPS's corporate account. Refer to Sec. 9.3 of this policy.

Sec. 7.3. Reconciler.

Cardholders may designate a subordinate employee as their reconciler. The cardholder's reconciler shall be responsible for collecting all receipts and submitting all supporting documentation for expense reimbursement. However, the cardholder shall remain personally accountable and liable for the accurate, complete, and timely submission of all require documentation, particularly original, itemized third-party receipts. Cardholders shall notify the CEO and CFO, or designee, in writing, of the cardholder's assigned reconciler responsibility within five business days of having made said assignment. The CEO and CFO, or designee, shall train the reconciler on the requirements of this policy and any administrative procedures adopted under this policy within ten business days of having been notified of the cardholder's assigned reconciler responsibility.

Sec. 7.4. Approver.

The Corporate Card Administrator shall function as the Approver and shall be responsible for approving expense reimbursements to ensure the expense is for a valid, legitimate business purpose in accordance with the Board's Accountable Plan Policy (Finance Policy 1.1) and other policy applicable to the purchase undertaken with IPS's corporate charge and/or credit account. Additionally, the Approver is responsible for retrieving corporate cards in the event of termination or change in the employment status of a Cardholder under their supervision.

Sec. 8. ISSUANCE AND CANCELLATION.

Sec. 8.1. Eligible Employees.

Sec. 8.1.1. Full-time Officers are eligible to receive a corporate card upon written request to the Corporate Card Administrator.

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Sec. 8.1.2. Other full-time employees may qualify for a corporate card if the scope of their work requires frequent travel (two times a month). In this regard, the CEO and CFO must approve a written request for a corporate card on behalf of the employee. In the event that the results of a credit check indicate that the employee is not credit worthy and is classified as “guaranteed” status, the employee will be considered ineligible to receive a corporate card.

Sec. 8.1.3. The following **are not** eligible to receive a corporate card:

- (a) Part-time employees,
- (b) Contractors, and/or
- (c) Volunteers
- (d) Guaranteed employees

Sec. 8.2. Corporate Card Cancellation.

Sec. 8.2.1. A cardholder’s corporate card may be cancelled for the following reasons:

- (a) Cardholder is no longer employed by IPS;
- (b) Cardholder changes position and their new position does not meet the requirement for eligibility set forth in Sec. 8.1 above;
- (c) In using their assigned corporate card, cardholder materially violated this policy or other related Board policy and any pertinent administrative procedures; and
- (d) Cardholder is suspended, placed on administrative leave, or is subject to other disciplinary action.

Sec. 8.2.2. In the event a corporate card must be cancelled, frozen or suspended, the cardholder and/or approver are responsible for immediately notifying and returning the card to the Corporate Card Administrator.

Sec. 9. CORPORATE CARD CONTROLS.

Sec. 9.1. Credit Limits.

Sec. 9.1.1. Monthly Credit Cycle Limit is the amount that can be spent in a credit cycle. The corporate card monthly credit cycle control limits are established as follows:

Job Title	Monthly Credit Limit
Chief Executive Officer	\$10,000
Chief Financial Officer	\$10,000
Chief Operations Officer	\$10,000
Executive Director	\$6,000
Vice President	\$6,000
Executive Principal	\$10,000
Principal	\$6,000
All Other Cardholders	\$4,000

Sec. 9.1.2. Temporary increases to the credit limit on any card are determined by the Credit Card Administrator.

Sec. 9.2. Merchant Category Code Block.

A Merchant Category Code (MCC) Block restricts the Cardholder from using the corporate card at certain unapproved merchant types.

Sec. 9.3. Security of the Corporate Card.

Sec. 9.3.1. The corporate card must be kept in an accessible but secure location. The corporate card account number, security code, expiration date, associated zip code, and password should be appropriately safeguarded. This information should not be posted in an open area, at work, home, or other location, or left in a conspicuous place. If the cardholder suspects this information has been compromised, they should take appropriate action to mitigate the risk of unauthorized use, such as immediately changing their password to their online account on the card issuer website or contacting the Corporate Card Administrator for assistance.

Sec. 9.3.2. Only the cardholder whose name appears on the face of the card may use their assigned corporate card. Cardholders are permitted to allow their staff to use the corporate card but shall remain personally accountable and liable for any unauthorized use. Cardholders shall not authorize the use of their card by an employee who does not report to them or by any individual who is not an IPS employee. The cardholder is ultimately responsible for all purchases made with the corporate card and for ensuring compliance with the controls and policies set forth in this policy.

Sec. 9.3.3. The corporate card is to be used for IPS business purposes only, in conjunction with the cardholder's job duties. The Corporate Card Administrator shall strictly disallow the use of the corporate card for personal use and the cardholder is fully liable for purchases of a personal nature.

Sec. 9.3.4. If it is determined that a cardholder has intentionally misused the corporate card for personal or fraudulent purposes, the Corporate Card Administrator shall take appropriate action, including the temporary or permanent cancellation of the cardholder's privileges and holding the cardholder financially responsible for any unauthorized purchases. IPS shall take any and all appropriate disciplinary action, up to and including termination.

Sec. 9.4. Fraudulent Charges.

Sec. 9.4.1. If the cardholder becomes aware of, or in review of their statement finds that, fraudulent charges have been made with their card, they must immediately contact the card issuer and notify the Corporate Card Administrator. Prompt action can reduce the cardholder's personal liability for fraudulent activity.

Sec. 9.4.2. The cardholder may be asked to complete an affidavit detailing the fraudulent charges.

Sec. 9.5. Lost or Stolen Cards.

Lost cards or stolen cards must be reported directly to the Corporate Card Administrator as soon as the loss is discovered.

Sec. 9.6. Unrecognized Transactions and Billing Errors.

Sec. 9.6.1. The cardholder may also encounter transactions on their monthly statement that they do not recognize. If this occurs, cardholders must first try to determine if the transaction was simply

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a billing error from a known merchant or if the transaction is fraudulent.

Sec. 9.6.2. Cardholders shall dispute with the card issuer any activity that was not authorized by them within 45 days. If a dispute is not initiated within this time period, the corporate card will be suspended and the Corporate Card Administrator will work with cardholder to reconcile the account.

Sec. 9.6.3. It is the responsibility of the cardholder to follow-up on any erroneous charges to ensure proper credit is given on subsequent statements.

Sec. 9.7. Returns and Credits.

Sec. 9.7.1. If there is a problem with a purchased item, service, or charge, the cardholder will first attempt to resolve the issue directly with the vendor. All returns shall be reimbursed by credit to the cardholder's account. Cash refunds for returns are prohibited.

Sec. 9.7.2. It is the responsibility of the cardholder to follow-up on any returns or adjustments to ensure proper credit is given on subsequent statements. Credits for charges previously reimbursed to an employee will be credited against subsequent reimbursements.

Sec. 9.8. Permitted Corporate Card Transactions.

Transactions that support or serve a valid, legitimate and beneficial purpose necessary in the conduct of IPS's business affairs will be reimbursed.

Sec. 9.9. Prohibited Purchase Card Transactions.

Although not all inclusive, cardholders shall not use their corporate card for the following types of activities and expenses:

- (a) Ammunition, firearms, and detonating equipment
- (b) Any purchase categories blocked through the corporate card MCC blocks (see Sec. 9.2 of this policy)
- (c) Except as provided under Sec. 7.2.4.1 of this policy, any use of the corporate card by someone other than the cardholder
- (d) Any use of funds prohibited under state and/or federal law
- (e) Any use of funds that requires the execution of a contract
- (f) Cash advances and disbursements from financial institutions or ATMs
- (g) Component, separate or sequential purchases
- (h) Computer software that requires IT approval
- (i) Construction services
- (j) Consultants or other 1099 reportable services
- (k) Donations
- (l) Food and beverages not associated with travel or a working meal (refer to Sec. 4.4 and 4.5 of the Accountable Plan Policy)
- (m) Fuel for personal vehicles
- (n) Gifts and awards (not deductible under the Internal Revenue Code)
- (o) Gift cards or gift certificates (regardless of the fund source)
- (p) Goods over the designated single purchase or daily limit

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- (q) Gratuities
- (r) Intellectual property
- (s) Leases for personal property
- (t) Loans
- (u) Medical services
- (v) Narcotics or other controlled substances
- (w) Non-business related or any personal charges
- (x) Personal vehicle maintenance or repair
- (y) Political contributions or lobbying expenditures
- (z) Pornographic material or anything of a sexual nature
- (aa) Prescription and nonprescription drugs or supplements (including cannabidiol, or CBD, products)
- (bb) Professional services
- (cc) Purchases from vendors in which the cardholder has a financial interest (ee)
Purchases involving trade-in of IPS property
- (dd) Texas and other state hotel occupancy tax
- (ee) Texas motor vehicle rental tax
- (ff) Texas state sales tax for goods or services
- (gg) Tobacco products (including vapes and e-cigs)
- (hh) Any item purchased from a merchant who does not provide itemized receipts
- (ii) Any other expenditure expressly prohibited by IPS's Purchasing Policy or other policy governing the appropriate use of funds

Sec. 9.10. Purchase Documentation.

Sec. 9.10.1. For each transaction, cardholders shall provide:

- (a) a sufficiently detailed description of:
 - (1) the specific purpose for the transaction, such as an agenda for or the particular subject matter discussed during any meeting that was part of the transaction;
 - (2) how said purpose directly benefits IPS, such as the specific agreement or understanding obtained during a meeting that furthers the Board's established objectives;
 - (3) the names of the individuals who were part of the transaction, including the organization they represented and the official capacity in which they represented said organization; and
- (b) the original, itemized third-party receipts and other such records that fully disclose the goods and/or services purchased.

Sec. 9.10.2. All purchases with the Corporate Card require an original, itemized third-party receipt to document the details of the expenditure. The charge slip by itself is not adequate documentation; **an itemized receipt or bill of sale is required.** Furthermore, credit card regulations require that the merchant include a receipt that details the items purchased, the dollar amount of each item, and the total dollar amount of the transaction.

Sec. 9.10.3. An itemized receipt means that the date of the transaction is disclosed, the number of

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items purchased is provided, a clear and specific description of each item purchased is included (i.e. “gen. mdse”, “misc.”, or “tax exempt item” are not adequate descriptions), and the price for each item purchased is listed along with subtotal, tax exemption, and total. Vendor’s name and other identifying information (e.g., physical address, phone number) must appear imprinted or stamped on all receipts. Adding machine tape with item description written alongside is *not* an itemized receipt.

Sec. 9.10.4. It is the responsibility of each cardholder to ensure that they are provided by the vendor with a receipt conforming to the requirements set forth in Sec. 9.11.1 and 9.11.2.

Sec. 9.10.5. Cardholders that do not adhere to the receipt retention policy will not be reimbursed.

Sec. 9.10.6. Lost receipts are NOT an option. If no supporting receipt is provided, the charges shall become the personal responsibility of the cardholder.

Sec. 9.10.7. See the Accountable Plan Policy (Finance Policy 1.1) for additional purchase documentation required for reimbursement.

Sec. 9.11. Tax Exempt Status.

IPS is tax exempt in the State of Texas. The Corporate Card allows cardholders to make tax-free purchases. If vendors ask for additional documentation, the cardholder should be prepared with the following documents:

- (a) Texas Sales and Use Tax Exemption Certification
- (b) Louisiana Sales and Use Tax Exemption Certification
- (c) Texas Hotel Occupancy Tax Exemption
- (d) Texas Motor Vehicle Rental Tax Exemption

Sec. 9.12. Merchant Decline.

If an attempt is made to purchase something outside the authorized merchant type or with an amount that exceeds the single item purchase limit or other preset control, the card may be declined by the merchant. Cardholder must be aware of authorized purchase types, credit limits, and available funds.

Sec. 9.13. Outstanding Corporate Card Balance.

Upon cardholder’s notification of their separation from IPS, all pending corporate card transactions must be submitted through an expense report in IPS’s expense management system. If the cardholder fails to do so, the balance of the cardholder’s outstanding charges will be deducted from his or her last paycheck to the maximum extent permitted by applicable law. If the cardholder’s last paycheck is insufficient to settle the full balance of their outstanding charges, IPS shall hold the cardholder legally responsible for the outstanding balance and issue a demand that the former cardholder issue payment to IPS or directly to card issuer within ten business days of separation. Furthermore, the card issuer will report any outstanding balances greater than 60 days to the credit agencies, which may negatively affect the former cardholder’s credit rating.

Sec. 10. MONTHLY STATEMENT AND REIMBURSEMENT PROCESS.

Sec. 10.1. Online Access.

Cardholders may access and review corporate card transactions online and setup and receive account alerts via e-mail or mobile phone.

Sec. 10.2. Monthly Statement.

Sec. 10.2.1. Statements are available (online) to all cardholders on or about the 30th calendar day of every month. Cardholders must verify that all transactions on the statement are authorized business transactions.

Sec. 10.2.2. IPS corporate card billing cycle closes on or about the 28th of each month. Cardholders must submit ALL corporate card transactions for review by the 2nd business day of the following month through an expense report in IPS's expense management system. If a cardholder fails to comply, cardholder's corporate card may be temporarily suspended until the cardholder has submitted ALL prior month expenses for review.

Sec. 10.2.3. All cardholders must pay any outstanding account balance within 60 days of the statement date for transactions unapproved by the Corporate Card Administrator. If a cardholder fails to comply, the cardholder's corporate card may be temporarily suspended until the cardholder has paid the delinquent outstanding account balance.

Sec. 10.3. Required Records.

Employees authorized to use the corporate card program shall request reimbursement and attach supporting documentation for each purchase. Accordingly, IPS requires participating IPS employees to provide an original, itemized vendor receipt or invoice for each corporate card purchase including supporting documentation substantiating the business purpose in accordance with the Accountable Plan Policy (Finance Policy 1.1).

Sec. 11. VIOLATIONS AND PENALTIES.**Sec. 11.1. Penalties.**

Sec. 11.1.1. Officers and employees who violate the Corporate Card Policy may be subject to one or more of the following actions: written warning, suspension, or revocation of corporate card privileges, subject to financial obligation, disciplinary action including termination and/or criminal prosecution.

Sec. 11.1.2. However, recognizing the possibility for the occasional, meaning unusual and infrequent, unintended personal use of the corporate card, if the cardholder: (1) notifies their reconciler or corporate card administrator in a timely fashion (within three business days); (2) reimburses IPS for the personal charge within 30 business days; and (3) the frequency of personal use is minimal (no more than one transaction/month), this should be brought to the attention of the Corporate Card Administrator for review and may not be based on their review be a reportable event under Section 7.1.4 and Section 11.1.1 of this policy.

Sec. 11.1.3. Except as otherwise provided herein, the following violations will result in no reimbursement by IPS. Consequently, the cardholder shall assume individual liability for the charges on their corporate card account:

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Sec. 11.1.3.1. Meal Violations.

- (a) Refreshments/snacks during travel whether inside or outside of metro area
- (b) Non-business meals / informal meeting
- (c) Over allowable per meal rates related to travel or working meal
- (d) Gratuities using public funds

The above expenses are considered personal expenses.

Sec. 11.1.3.2. Gift & Award Violations (not deductible under the Internal Revenue Code).

- (a) Baby/Bridal shower gifts and related expenses
- (b) Birthday gifts and related expenses
- (c) Wedding gifts and related expenses
- (d) Retirement/Going away
- (e) Bereavement
- (f) Appreciation week/day gifts for teachers, principals, counselors, secretaries or bosses.
- (g) Flowers
- (h) Edible arrangements
- (i) Gift certificates/Gift cards
- (j) Gratuities using public funds

The above expenses are considered personal expenses.

Sec. 11.1.3.3. Non-Compliance of Program.

- (a) Lost receipts
- (b) Non-itemized receipts
- (c) Texas state sales tax
- (d) Louisiana state sales tax
- (e) Texas state hotel occupancy tax
- (f) Texas motor vehicle rental tax
- (g) Travel meals for which per diem was received
- (h) Personal use

Any charges of a personal nature are strictly prohibited.

Sec. 11.1.3.4. Penalty Escalation Matrix.

The following escalation matrix will be followed and tracked for violations and penalties.

- First offense: Written warning, manager notified
- Second offense: 30-day card suspension, manager notified
- Third offense: 90-day card suspension, manager & Chief notified
- Fourth offense: Permanent card cancellation, manager, Chief and CFO notified.

Sec. 11.2. Failure to Document.

If a cardholder fails to provide the required substantiating records and document the business purpose in accordance with Sec. 9.11 of this policy and the Accountable Plan Policy (Finance Policy 1.1), the cardholder will not be reimbursed and will remain individually and personally financially liable for the costs charged to the corporate card.

Sec. 11.3. Cardholder Appeals.

Within 10 calendar days of being notified of a violation resulting in a sanction against the cardholder, the cardholder may submit a request to the Corporate Card Administrator for a review of the decision to impose a violation penalty.

Sec. 12. CORPORATE CARD PROGRAM AUDITS.

Sec. 12.1. The Corporate Card program is subject to both internal and external audits to ensure that purchases are in compliance with IPS policies. The audit process may include a compliance review as well as the regular financial audit process.

Sec. 12.2. The audit may include review for items such as the completeness of cardholder records, incomplete receipt retention, and purchases that are outside policies either in nature or amount.

Sec. 12.3. For charges incurred by the CEO, CFO, and COO and their Direct Reports, the CEO shall ensure that all Corporate Card transactions are reviewed and provided to the Board in a monthly report that assures, in accordance with the *International Standards for the Practice of Internal Auditing*, that the CEO, CFO, and COO and their Direct Reports:

- (a) disclosed any business arrangement or transaction with any conflicted, interested, or related party, as defined in other Board policy or applicable law;
- (b) did not enter into a business arrangement or conduct a transaction in such a manner so as to circumvent the disclosure requirement set forth in subsection (a) above;
- (c) incurred charges for purposes authorized by the Board in the annual operating budget, as adopted and amended, and all applicable Board policies;
- (d) appropriately used philanthropic funds for activities and costs authorized by the donor or authorized, allowed, or otherwise not prohibited under applicable law and rule;
- (e) expended funds in a cost efficient manner by applying the prudent person rule, adhering to applicable purchasing requirements, such as obtaining quotes for small purchases, or conforming to applicable limits, such as the maximum per diem rates promulgated by the Texas Comptroller of Public Accounts and U.S. General Services Administration;
- (f) as applicable, procured goods and services through the purchasing methods authorized and required in the Board's Purchasing Policy (Finance Policy 1.8) and pursuant to applicable state or federal law or rule;
- (g) did not incur any charges of a personal nature; and
- (h) accurately, completely, and timely submitted the records required under this and other Board policy, including:

(1) a sufficiently detailed description of:

- (A) the specific purpose for the transaction, such as an agenda for or the particular subject matter discussed during any meeting that was part of

- the transaction;
- (B) how said purpose directly benefits IPS, such as the specific agreement or understanding obtained during a meeting that furthers the Board's established objectives;
 - (C) the names of the individuals that were part of the transaction, including the organization that they represented and the official capacity in which they represented said organization; and
- (2) the original, itemized third-party receipts and other such records that fully disclose the goods and/or services purchased.

Sec. 13. TRAINING AND UPDATES.

The Chief Financial Officer ("CFO") or designee shall properly train or ensure training is provided to IPS Officers and employees on the requirements of this policy and any administrative procedures adopted to implement this policy. Additionally, the CFO or designee shall keep IPS Officers and employees informed of any changes to this policy and related requirements.

Sec. 14. ADMINISTRATIVE PROCEDURES.

The CEO and/or CFO shall formally adopt administrative procedures as reasonably necessary to properly administer this policy and to adhere to applicable law and rule. In doing so, the CEO and/or CFO shall not adopt, and are prohibited from adopting, an administrative procedure that conflicts with applicable law or this policy. Accordingly, the CEO and/or CFO shall confer with the Board or legal counsel before deviating from the requirements set forth in this policy. In the event that a deviation from this policy becomes necessary, the CEO and/or CFO shall either recommend an amendment to this policy or the Board's approval of a specific deviation, including the purpose, scope and duration of the requested deviation.

Sec. 15. DATE ADOPTED AND EFFECTIVE.


As set forth in the pertinent minutes to the meeting of the Board, the Board adopted this policy on January 15, 2021 and it became effective on January 15, 2021.

Sec. 16. RETENTION.

This policy shall be retained until superseded, expired or discontinued and for five years thereafter.

Sec. 17. CERTIFICATION.

The Undersigned, being the Secretary of IPS, hereby certifies that the foregoing represents a true copy of the Board Policy relating to the Corporate Card Program, as originally adopted by the Board on January 15, 2021 which Policy is in full force and effect and has not been revoked or amended.

DocuSigned by:

 8722888FD896496...
 Ryan Vaughan, Secretary

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Date: January 15, 2021

APPENDIX A: CORPORATE CARDHOLDER AGREEMENT.

The corporate cardholder agreement referenced in Sec. 4 and required pursuant to Sec. 6 is included in this Appendix A in the form required to be completed by each cardholder and with the terms and conditions to be agreed upon by the cardholder.

The IPS Enterprises, Inc. (“IPS”) corporate credit card is a purchase card system benefitting IPS and the cardholder through prompt payment to vendors and cardholder responsibility for low value purchase authority to those making the commitment. Your signature below is verification that you have read the policies adopted by the Board of Directors relating to Corporate Card Program, Purchasing (Finance Policy 1.8), Employee Awards & Gifts (Finance Policy 1.15), and Accountable Plan (Finance Plan 1.1) and agree to follow all applicable policies and procedures. Additionally, the cardholder agrees as follows:

- (a) I understand the corporate card must be used for business purposes only, in conjunction with the job duties assigned to my position;
- (b) I agree not to use the corporate card for personal purchases;
- (c) I understand that the corporate card will be issued in my name and that I will be responsible for any and all charges against the card;
- (d) I will ensure compliance with the controls and policies set forth in the Corporate Card Policy should the card be transferred to, assigned to, or used by anyone other than myself;
- (e) If the card is lost or stolen, I will immediately notify American Express by telephone and will confirm the telephone call with an email to the Corporate Card Administrator upon my discovery of the loss or theft, or as soon as possible upon my return to work;
- (f) I agree to immediately surrender the card to the Corporate Card Administrator or any authorized agent of American Express upon request, transfer to another position or voluntary or involuntary separation from employment;
- (g) I acknowledge that all charges will be billed directly to me;
- (h) I understand that IPS will issue payment to American Express for *allowable and approved* expenses that have been timely submitted through an expense report in Concur;
- (i) I agree that any unallowable, unsubmitted or unapproved expenses will remain my personal responsibility and MUST be paid by me directly to American Express prior to the American Express statement closing date of the 28th of every month in order to avoid any late fees assessed to my account;
- (j) Pursuant to the Wage Authorization Deduction Agreement that I signed, which said agreement is hereby incorporated in full as part of this agreement, I authorize IPS to make such payroll deductions it deems necessary, to the fullest extent permitted by applicable law should I fail to make any required payment for any unallowable,

- unsubmitted or unapproved expenses that remain my personal responsibility;
- (k) As the corporate card is property of IPS, I understand that I will be required to follow internal control procedures designed to protect IPS assets, including producing the card to the Corporate Card Administrator, my immediate supervisor or other authorized IPS employee to confirm that the card is in my possession and control;
 - (l) I agree to provide itemized receipts to support the payment of the expenses charged to the card and to audit the use of the corporate card account number assigned to me;
 - (m) I understand that I will receive a monthly statement online disclosing all of the expenses charged to the corporate card account assigned to me during the statement period;
 - (n) I agree to verify that all of the transactions on each monthly statement are business transactions initiated or otherwise authorized by me;
 - (o) I will identify any erroneous charges to the corporate card account assigned to me and resolve any such discrepancies by either contacting the vendor and/or American Express;
 - (p) I will submit (or cause someone to submit on my behalf) all receipts and supporting documentation for review by the assigned due date;
 - (q) I acknowledge that the assignment of this corporate card to me is pursuant to the requirement that I purchase goods and services related to my assigned job duties;
 - (r) I accept that the purchasing privileges granted to me through the corporate card may be revoked for cause or as a result of a change of assignment, duties, or worksite location;
 - (s) I affirm that any failure by me to use the corporate card in accordance with IPS policies and procedures may be deemed a misappropriation of fiduciary property, as established under Section 32.45 of the Texas Penal Code, and a violation of IPS policy;
 - (t) I accept that any failure under (s) above may result in disciplinary action, up to and including termination of employment and may subject me to criminal prosecution;
 - (u) I acknowledge that I am responsible for the statement balance due on the corporate card by the statement closing date of the 28th of each month;
 - (v) Upon my separation from IPS and pursuant to the Wage Authorization Deduction Agreement that I signed, which said agreement is hereby incorporated in full as part of this agreement, I authorize IPS to deduct from my last pay check any outstanding balance due on the corporate card account assigned to me that IPS deems necessary, to the fullest extent permitted by applicable law;
 - (w) After appropriate and lawful action has been taken by IPS under (v) above, I agree that any amount still outstanding on the corporate card account assigned to me will remain my responsibility and I will make payment in full to IPS or American Express directly within ten business days after my separation; and
 - (x) I acknowledge that I have received from IPS a Corporate Card with Account Number

<<card number>>.

As set forth above in this Corporate Cardholder Agreement, I hereby affirm that I have read each of the terms and conditions to my participation in IPS Enterprises, Inc.'s corporate card program, including the policies adopted by the Board of Directors relating to Corporate Card, Purchasing, Employee Awards & Gifts and Accountable Plan, and agree to faithfully abide by said terms and conditions as witnessed by my signature below.

Cardholder Name (Print)

Cardholder Signature

Date

Corporate Card Administrator

Date

APPENDIX B: WAGE DEDUCTION AUTHORIZATION AGREEMENT.

The wage deduction authorization agreement required pursuant to Sec. 6 is included in this Appendix B in the form required to be completed by each cardholder and with the terms and conditions to be agreed upon by the cardholder.

This wage deduction authorization agreement is authorized under Texas Labor Code § 61.018(3) and conforms to the requirements set forth in the Texas Administrative Code, Title 40, §821.28(b). Additionally, this wage deduction authorization agreement includes content provided by the Texas Workforce Commission intended to conform with § 61.018(3) and § 821.28(b).

I hereby authorize and otherwise agree to allow IPS Enterprises, Inc. ("IPS"), to deduct an amount(s) from my earnings from time to time for reasons pertaining to the following circumstances:

- (a) my share of the premiums for IPS's group medical plan;
- (b) any contributions I may make into retirement programs sponsored, controlled or managed by IPS;
- (c) installment payments on salary or wage advances given to me by IPS, and if there is a balance remaining when I leave the organization, the balance of such advances;
- (d) installment payments on loans based upon store credit that I use for my own personal purchases, including the value of merchandise or services that I inadvertently or against policy purchase or have purchased for personal, non-business reasons using my employee charge account or credit card, an account or credit card assigned to another employee, or a general company account or credit card, regardless of whether such purchase was authorized, and if there is a balance remaining when I leave IPS, the balance of such store credit or charges;
- (e) if I receive an overpayment of salary or wages for any reason, repayment to IPS of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless IPS and I agree in writing to a series of smaller deductions in specified amounts);
- (f) the cost to IPS of personal long-distance calls I may make, or messages I may send, using IPS phones (land lines or cell phones) or IPS accounts, of personal faxes sent by me using IPS equipment or IPS accounts, or of non-work related access to the Internet or other computer networks by me using IPS equipment or IPS accounts;
- (g) the cost of repairing or replacing any IPS supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from IPS during my employment (except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt

employee, reduce my salary below its predetermined amount);

- (h) the cost of IPS uniforms and of cleaning the uniforms (IPS will deduct only the actual price it pays for uniforms and cleaning costs);
- (i) the reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by IPS in connection with my employment;
- (j) administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
- (k) if I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from IPS before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;
- (l) the value of any time off for absences to which paid leave is not applied (non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law);
- (m) failing to make any required payment for any unallowable, unsubmitted or unapproved expenses charged to my corporate card account;
- (n) any outstanding balance due on the corporate card account assigned to me upon my separation from IPS; and
- (o) if my employer pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under the applicable IPS benefit plan, the amount of such payments made by IPS, such payments being an advance of future wages payable to me.

I hereby authorize IPS to deduct an amount(s) from my earnings for reasons pertaining to any of the circumstances listed on this agreement, or if any of the above situations occur. I further understand that IPS has stated its intention to abide by all applicable federal and state wage and hour laws and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate state and federal agencies.

Cardholder Name (Print)

Cardholder Signature

Date

Corporate Card Administrator

Date