

California State University, San Bernardino Santos Manuel Student Union Board of Directors Finance and Contracts Committee February 20, 2025 | 2:30pm Student Union North (SUN-3307) https://csusb.zoom.us/j/85152415905

### **AGENDA**

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Minutes
  - a. November 21, 2024
- 4. Open Forum
- 5. Adoption of Agenda

### **OLD BUSINESS:**

FC 05/25	Review and Recommend Revisions to the Reserve Accumulation Policy (Action, Najera-Neri)
FC 06/25	Review and Recommend Revisions to the Financial Policies Manuel (Action, Najera-Neri)
FC 07/25	Review and Recommend Revisions to the Procurement Card Policy (Action, Najera-Neri)
FC 08/25	Discuss Ideas to Generate Revenue (Discussion, Felix)
NEW BUSIN	JESS:
FC 09/25	Accounts Receivables Write-Offs Proposal (Action, Najera-Neri)

Project Rebound Lease Agreement (Action, Najera-Neri)

#### **Announcements**

FC 10/25

## Adjournment



## California State University, San Bernardino Santos Manuel Student Union Board of Directors

Finance and Contracts Committee
Zoom: <a href="https://csusb.zoom.us/j/85152415905">https://csusb.zoom.us/j/85152415905</a>
November 21, 2024 | 2:30pm

#### **MINUTES**

Members Present: Karyme DeLaRosa, Jesse Felix, Shardul Kulkarni, Maria Elena Najera-

Neri, Ashley Recio

Members Absent: Natalya Marsh

**Staff Present:** Vilayat DelRossi, Elizabeth Junker

**Call to Order:** The meeting was called to order by ED Felix at 2:33 p.m.

**Roll Call:** A verbal roll call was conducted, and quorum was confirmed.

**Approval of Minutes:** M/S Felix/ Najera-Neri motion to approve minutes from

October 24, 2024. *Motion passed.* 

**Open Forum:** No guests present for open forum.

**Adoption of Agenda:** M/S Felix/Najera-Neri motion to adopt agenda.

Motion passed.

#### **OLD BUSINESS:**

FC 05/25 Review and Recommend Revisions to the Reserve Accumulation Policy (Action, Najera-Neri)

M/S Felix/DeLaRosa motion to open FC 05/25 Review and Recommend Revisions to the Reserve Accumulation Policy.

Ms. Najera-Neri provided an overview of the current Reserve Accumulation Policy. Ms. Najera Neri shared that some of the categories in the policy are in line with the CO Policy, but she suggested adding some new headers. This would require us to strike A-J and replace them with the new categories. Controller Kulkarni also suggested updating the working capital from 2 months to 3 months for the last line is Section II A.

<u>M/S Felix/Najera-Neri</u> motion to amend section II A to read "Working capital should equal an average three (3) months operating expenses.

Chancellor Kulkarni inquired about the reserves amounts the organization has for maintenance of equipment and repair. Ms. Najera- Neri shared those values with Controller Kulkarni. Controller Kulkarni inquired if major and minor thresholds have been defined in the policy. Ms. Najera-Neri clarified that these thresholds have not been defined. It's up to this committee if they would like to set a dollar amount on what is considered major or minor maintenance. The committee members suggested to define major projects as \$100,000.00 or more. ED Felix advised to have a finite number, to ensure the organization has a specified range that must be met according to the policy. Maria Elena's advised that when the committee is writing the policy that their is verbiage that allows the organization to grow the reserves. A discussion ensued by the committee regarding these topics.

Committee members agreed that it's important for amounts to be specified. Policy should be adjusted at the first Finance and Contracts Committee meeting of the year. In the meantime, the Committee agreed to define amounts.

M/S Felix/Najera-Neri motion to extend meeting end time to 3:45pm. *Motion passed*.

M/S Felix/Najera motion to table FC 05/25 Review and Recommend Revisions to the Reserve Accumulation Policy.

Motion passed

## FC 06/25 Review and Recommend Revisions to the Financial Policies Manuel (Action, Najera-Neri)

M/S Najera-Neri/Marsh motion to open FC 06/25 Review and Recommend Revisions to the Financial Policies Manuel.

Section 4 A.1 regarding purchase orders should be updated from \$2,500 to \$5,000 for direct purchases do not required purchase order.

M/S Felix/Najera-Neri motion to amend Section 4 A.1 regarding purchase orders should be updated from \$2,500 to \$5,000 for direct purchases do not require purchase order. *Motion passed*.

M/S Felix/Najera-Neri motion to approve as item as amended.

**Roll Call Vote:** 4 In-Favor 0 Abstention 0 Opposed *Motion passed.* 

<u>M/S Felix/Najera-Neri</u> motion to table FC 06/25 Review and Recommend Revisions to the Financial Policies Manuel while committee members prepare questions for future discussions to ensure informed decision making.

Motion passed.

## FC 07/25 Review and Recommend Revisions to the Procurement Card Policy (Discussion, Najera-Neri)

M/S Felix/motion to open FC 07/25 Review and Recommend Revisions to the Procurement Card Policy.

Ms. Najera-Neri provided an overview of the Procurement Card Policy. The committee members requested additional time to review the document. Maria Elena offered to meet with the student leaders outside of the committee time for mentorship and guidance regarding Reviewing finance policies.

M/S Felix/Najera-Neri motion to table this FC 07/25 Review and Recommend Revisions to the Procurement Card Policy.

Motion passed.

## FC 08/25 Discuss Ideas to Generate Revenue (Discussion, Felix)

M/S Najera-Neri/Felix motion to open FC 08/25 Discuss Ideas to Generate Revenue.

Committee members suggested creating a shared file for committee members to add their ideas and discuss at the next meeting.

M/S Najera-Neri/Felix motion to table FC 08/25 Discuss Ideas to Generate Revenue. *Motion passed*.

#### **Announcements**

• None

### Adjournment

Controller Kul	karni asked if there	were additional	comments.	No further of	liscussion were
brought forth.	The meeting was ac	djourned at 3:51	pm.		

Reviewed and respectfully submitted by:		
Shardul Kulkarni, Chair	Date	

## California State University, San Bernardino Santos Manuel Student Union

## RESERVE ACCUMULATION POLICY

#### I. PURPOSE

The purpose of this policy is to provide criteria for the Santos Manuel Student Union (SMSU) Board of Directors, SMSU management and university staff to measure the adequacy of SMSU corporate reserves and to act as a guide in allocating corporate reserves for repairs, replacements, facility modifications, and other special projects.

The Santos Manuel Student Union shall maintain *local* reserves in the following categories:

- A. Working Capital
- B. Equipment Replacement (excluding Food Service Equipment)
- C. Special Projects
- D. OPEB Liability
- E. Central Local Reserves
- F. Maintenance- Minor Equipment and Repairs
- G. Program Reserves
- H. Scheduling, AV & Technology Reserves
- I. Catastrophic Reserves
- J. Construction Fund

SMSU reserves residing with the CSU include a Revenue fund, a Major Maintenance & Repair Fund and a Construction Fund. Furnishings and major repairs shall be replaced with funds from the Major Maintenance & Repair Fund or excess monies in the Revenue Fund. Capital Development for New Projects Reserves will be maintained in the Construction Fund. Catastrophic Events Reserves will be maintained in the Major Maintenance & Repair Fund.

#### II. LOCAL RESERVES

Local reserves are invested through approved financial avenues with the assistance of the university Accounting Office.

### A. Working Capital Reserves

The SMSU shall maintain working capital reserves. These reserves shall be used to provide working capital, produce interest income for operating expenses, and serve as a "program reserve" for non-program areas, i.e., administration, operations, maintenance. Working capital should equal an average two (2) months operating expenses.

## B. Equipment Replacement Reserves

Equipment Replacement Reserves shall be maintained to provide a method to spread costs for replacements and major repairs evenly across budget years and to reserve for anticipated future equipment replacement needs. Reserves shall be funded annually through an allocation from the operating budget based on average annual costs for projected repairs and replacement needs.

### C. Special Projects Reserves

Any additional excess funds set in reserve to finance special projects as approved by the Board of Directors. Funds from this reserve may, upon board approval, be transferred to any local reserve fund.

## D. OPEB Liability

Annual costs to fund and maintain appropriate balance levels supporting other post-secondary benefits for employees.

### E. Central Local Reserves

Funds any unanticipated overage in SMSU centralized costs such as Utilities, Benefits, etc.

## F. Maintenance- Equipment & Repair Reserves

Program reserves maintained by the SMSU Operations unit. Maintenance Equipment & Repair Reserve monies are set aside to fund minor repairs, equipment and maintenance projects.

## G. Program Reserves

Each Student Union Program area, i.e., Program Board, Cross Cultural Center, Women's Resource Center, Adult Re-Entry Center, Queer and Transgender Resource Center, LatinX Center, Pan African Student Success Center, First People's Center, Asian Pacific Islander Center, Financial Literacy Center, Graduate Student Success Center, Game Room, Graphics, Intramural Sports, Sport Clubs, Adventures, the Leadership Challenge Center, Climbing Wall, Fitness and Wellness, Aquatics, Marketing, Special Events, and Palm Desert Campus may maintain a program reserve. This reserve shall be used for emergency operating expenses, to offset unexpected shortfalls in anticipated income, to purchase new equipment, as appropriate, and to fund programs. These reserves shall be funded from net budget savings, if any, from the corresponding program area.

## H. Scheduling, AV and Technology Reserves

Funds, advancements in infrastructure and relayed equipment specific to Scheduling, AV and Technology.

## I. Catastrophic Reserve

Insurance deductible amount, held in the event of a covered catastrophe.

### J. Construction Fund

Used to fund major building improvements and start-up costs for proposed major capital and expansion projects.

#### III. RESERVES RESIDING WITH THE CSU

#### A. Revenue Fund

All mandatory student fees and revenue are placed in this fund. Monies are transferred out of this fund to cover annual bond payments, return to operations, repair and replacement reserves, construction funds and Chancellor's Office overhead expenses. Excess revenues remain in the fund unless transferred after receiving campus and board of directors' approval.

## B. Interest and Redemption Fund

This fund was established to cover debt service requirements as outlined in the bond covenants throughout the life of the issued bonds and is retained in the State Treasury.

## C Major Maintenance & Repair Fund

This fund was established to cover repairs and replacements.

#### D. Construction Fund

This fund was established to cover all major construction and renovation projects. In addition, an annual amount as determined by the SMSU Board of Directors will be identified as a line item in the Revenue Fund to establish reserves for a Student Union at the CSUSB Palm Desert Campus.

Approved SUBOD 1/16/97 Revised SUBOD 1-17-02

Revised SMSU BOD 11-9-06

Revised SMSU BOD 11-8-07

Revised SMSU BOD 3-8-12

Revised SMSU BOD 3-13-14

Revised SMSU BOD 11-30-17 Revised SMSU BOD 11-29-18 Revised SMSU BOD 02-10-22

## SANTOS MANUEL STUDENT UNION CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO FINANCIAL POLICIES MANUAL

Purpose:

The purpose of this manual is to outline overall Santos Manuel Student Union (SMSU) fiscal procedures, describe the budgeting cycle and process, and the mechanics of expending Student Union funds. This policy cannot cover all contingencies. For those occasions for which there is no guidance, those concerned are expected to use sound and reasonable judgment.

Scope:

This policy applies to all SMSU personnel, and to all individuals and campus entities authorized to request SMSU funding on behalf of an individual or a group.

## 1. Budget Preparation and Control

- a. Budget Defined
  - i. A budget is a financial plan for a fixed period of time. It consists of an orderly arrangement of fiscal data determined by computed estimates of revenue and expenditures.
- b. Preparation of Budget
  - i. Time for Preparing Budget. The SMSU annual budget shall be prepared on a time line, which provides for two readings by the board of directors, signatures, review and approval by the University President.
  - ii. Estimates of Revenue. The budget will contain a reasonable estimate of revenue from the SMSU fee. Other sources of revenue and reimbursements expected during the fiscal year must be included.
- c. Estimates of Expenditures:
  - i. Functions. The budget will contain an itemization of expenditures by eligible function, and will include all eligible functions and programs approved by the SMSU as well as requests for new eligible functions or programs. The SMSU Board of Directors (SMSU BOD) must approve all new functions or programs prior to approving funding to support these new functions or programs.
  - ii. Categories. The expenditures for each function will be appropriated by category and the amounts included in each category will be supported by line item detail. The categories to be used will be (a) salaries and wages, (b) benefits, (c) operating expenses and (d) equipment.
  - iii. Operating Expenses. Operating expenses will include amounts of services and supplies. Generally speaking, supplies will consist of consumables such as paper, pencils, insurance, etc. In order to be classified as equipment, the item must function of and by itself and cost more than one thousand five hundred dollars (\$1,500) with a life expectancy greater than three (3) years. A system component, regardless of its cost or life expectancy, will not be classified as equipment.
  - iv. Line Item Detail. The budget will contain such line item detail that it will serve as a guide in the control of expenditures. The total amount in each category will be supported by such line item detail, i.e., the category "Operating Expense" may include these line items: supplies and services,

insurance and building/equipment maintenance.

#### d. Procedures:

- i. Requests by Functions. In the initial preparation of the budget, persons responsible for the function needing funds will submit a written budget request to the Executive Director. These requests must be prepared in sufficient detail (by function, category, and line item) to permit the compilation of the data. The information, if the information is available, on expenditures for the prior year will be shown for each function in a way that will allow easy comparison.
  - a. Definition of an Eligible Function.
    - A. Eligible functions are any and all functions of the SMSU.
- ii. Review and Analysis. After compilation of the requests, the Executive Director will review and analyze the budget. The Executive Director will present the request with the analysis and recommendation to the Finance and Contracts Committee. The originators of the request may present needed explanation, justification, or amplification to the Finance and Contracts Committee. The budget recommendations will then be forwarded to the board of directors for its consideration and action.
- iii. Distribution. After final approval by the board of directors, the budget will be transmitted to the Vice President for Administration and Finance and the University President for approval.

#### 2. Accounting

- a. Type of Accounting Records
  - i. The accounting records will be established by function and by expenditure categories within the function.
- b. Maintaining Accounting Records
  - i. The accounting records will be maintained by the University Auxiliary Accounting Office. Sound accounting practices will be used, and the various State laws and rules governing the California State University will be followed. Substantiating documents, i.e., approved requisitions, purchase orders, invoices, and time sheets will be filed in the University Auxiliary Accounting Office so as to be available at all times for audit by independent certified public accounts, the Audits Division, State Department of Finance, and the Chancellor's Audit Staff.
- c. Chart of Accounts
  - i. A chart of accounts will be compiled as needed by the Executive Director.
- d. Financial Report
  - i. Quarterly expenditure and revenue reports will be prepared for each function area by the appropriate supervisor.
- 3. Authorized Signature Memo
  - a. An authorized signature memo is prepared by the Executive Director and is forwarded to the University Auxiliary Accounting Office. The memo will indicate the primary and backup signatures for each document authorizing the expenditure of funds. In signing documents for the preparation of purchase orders, performance contracts, and disbursement authorizations, it is desirable that no one signature appear more than one time on any document, however, the Executive Director is authorized to sign disbursement authorizations under \$1,500.00 (approved SUBOD 1-15-98) The purpose of this policy is to ensure that the

widest possible scrutiny by management is afforded purchases from SMSU funds. Authorized signatures are updated as needed.

- 4. Purchases and Contracts from Santos Manuel Student Union Funds
  - a. Purchase orders will be prepared on-line through PeopleSoft.
    - i. Under \$2,500 Direct purchases under \$2,500 do not require a purchase order. Direct purchases may not be split or subdivided to bring the total dollar amount under the \$2,500 limit requiring a purchase order. Direct purchases must be entered on a Disbursement Check Request form, with signature approval by the appropriate authorized individual. Original receipts and invoices must accompany each check request. A purchase order may be requested from the vendor regardless of the purchase amount.

Direct purchases can also be accomplished by the use of a SMSU credit card. Direct purchases using a SMSU credit card, and must be entered on a Monthly Procurement Card Purchase Report form, with signature approval by the appropriate authorized individual. Original receipts must accompany each credit card payment authorization form.

- ii. \$2,500 or greater Purchase requisitions for amounts greater than \$2,500 (exclusive of sales tax) may be required for equipment or services provided. A Purchase Order greater than \$5,000 will require a minimum of three price quotations, unless it is a sole source purchase. A purchase order may be requested from the vendor regardless of the purchase amount.
- b. Purchase Orders and Performance Contracts.
  - i. Upon receipt of an approved preliminary contract or appropriate request, SMSU Administrative staff will prepare the purchase order or performance contract for signature by the appropriate official in accordance with the "Authorized Signature" memo on file at the University Auxiliary Accounting Office.
- c. Procurement Card Procedure
  - i. Procurement cards may be used to purchase SMSU goods consistent with the Procurement Card Procedures/Guidelines.
- d. Bidding Policy
  - i. The Executive Director will prepare a Bidding Policy for review and approval by the Finance and Contracts Committee and the Board of Directors. This policy will be used in the procurement of all items which surpass the threshold dollar amount approved by the SMSU BOD in the Bidding Policy.
- e. Penalties
  - i. Any individual who makes a purchase or contracts for a service in the name of the Santos Manuel Student Union without following the prescribed procedure will be held personally liable for the obligation.
- 5. Receipts and Control of Equipment and Supplies
  - a. Procedures
    - i. Upon receipt of the equipment or supplies ordered, or upon completion of

the service in accordance with the purchase order or contract, the Associate Director for Operations will be so informed. In the case of a service pursuant to a purchase order or contract, the appropriate individual will certify that the service has been completed in accordance with the terms of the purchase order or contract, and forward such certification to the Associate Director for Operations. Until such certification is received, the invoice will not be paid.

## b. Property Control

- i. Property Usage: Equipment owned by the SMSU will be used only for valid SMSU activities, unless approved otherwise by the Executive Director or designee.
- ii. Property Records: A master file of equipment owned by the SMSU will be kept at the SMSU Administrative Office and the University Auxiliary Accounting Office. The file will indicate which location, individual, or function has the custodial responsibility.
- iii. Property Tags: All equipment owned by the SMSU will be tagged with a property number indicating its ownership.
- iv. Check-Out Logs: All equipment must be checked out on a check out log which will indicate: date taken, date returned, by whom, organization, etc. All persons or organizations not part of the SMSU structure must sign a contract claiming liability for any and all SMSU equipment checked out.
- v. Capital Equipment: Capital equipment is defined as equipment which costs more than \$5,000.00 per item and is placed in inventory
- vi. Disposal of Capital Equipment: All capital equipment must receive SMSU Board of Directors' approval before disposal. Disposal methods may include:
  - a. Public sale or auction
  - b. Donation to a charitable organization
  - c. Scrapping
- vii. Physical Inventory: All capital equipment is subject to a biennial physical inventory. Inventory counts and procedures will be established in conjunction with the campus Division of Administration and Finance, and will utilize personnel from the Division and/or sub-contracted independent auditors. Information from inventory counts and logs will be shared with CSUSB Purchasing.

#### 6. Accounts Receivable, Collections, and Bad Debt.

- a. The Santos Manuel Student Union will ensure the prompt billing and collection of receivables. Receivables will be reviewed and adjustments to bad debt expense (if any) will be recorded annually. The Santos Manuel Student Union's Administration Office will be responsible for billing and collecting receivables. Amounts not collected through a standardized process will be referred as uncollectible to the Executive Director and to the Board of Directors to be written off to Bad Debt. Reserves for Allowance of Doubtful Accounts will be maintained and calculated by an appropriate method as determined by the Director of Auxiliary Accounting. Accounts Receivable will be reconciled monthly by the Accounting Technician III in Auxiliary Accounting and the Budget Analyst in the Santos Manuel Student Union.
- b. Creation of Accounts Receivable:

 Invoices are created twice a month at the beginning of the month and at mid-month through QuickBooks after the information to create the invoice is received from the Scheduling Coordinator. Invoices are sent to clients and to Auxiliary Accounting to be journalized and entered into PeopleSoft General Ledger.

## c. Collection Responsibility:

- i. Statements will be sent monthly as well as 30 Day, 60 Day, and 90 Day Past Due Notices.
- ii. Receivables must be collected as expeditiously as possible, but the cost of collection must not exceed the expected revenue.
- iii. All efforts for collection will be documented and maintained for audit purposes.
- iv. Notes and conversations with customers will be documented.

## d. Aging:

- i. The Budget Analyst will be responsible for producing an Aging by the 15th day after the end of the month.
- ii. Aging information must be collected, maintained, reported, and acted upon in a standardized and consistent manner.
- iii. Receivables must be aged in a format identifying customers who are current, 30 days, 60 days, and 90 days or older.
- iv. A copy of the Aging must be given to the Executive Director for review on a monthly basis.

### e. Past Due Accounts:

- i. Past due accounts will be handled accordingly:
  - a. 30 Days a Past Due Notice Reminder letter will be sent.
  - b. 60 Days a Past Due Notice Reminder letter will be sent.
  - c. 90 Days a Past Due letter for Suspension of Scheduling Privileges will be sent.
- ii. Accounts that are 90 days past due are put on hold and services will no longer be granted. Exceptions may be granted by the Executive Director on a case by case basis.
- iii. A report will be maintained substantiating the collection progress on each past due account that is aged 90 days or older.
- iv. This report will be reviewed monthly with the Scheduling Coordinator, Office of Student Engagement, and Budget Analyst.
- v. The Budget Analyst will determine if any accounts need to be turned over for collection or deemed uncollectible.
- vi. The Budget Analyst will make recommendations to the Executive Director of those accounts that need to be turned over for collection or written-off. Executive Director will present recommendations to the Board of Directors for final approval.
- vii. The Budget Analyst will prepare a list of uncollectable debts and recommended write-offs for review by the Finance & Contracts Committee and approval by the SMSUBOD annually. Uncollectable debts will be written off within 365 days.

### f. Bad Debt & Allowance for Doubtful Accounts:

i. The process for computing the adjustment to the reserve will be determined by the Director of Auxiliary Accounting using an appropriate

method.

- ii. The Budget Analyst will record the adjustment to the reserve on an annual basis. The following accounts will used:
  - a. Bad Debt (Account No. 619256-RO001-S6110-0502)
  - b. Allowance Doubtful Accounts (Account No. 103160-RO001-9002)

### g. Internal Controls:

- i. Monthly review of past due accounts by the Budget Analyst
- ii. External Auditors annually will review the Accounts Receivable Aging, the recorded adjustment to Bad Debt, and the Ending Balance of Allowance for Doubtful Accounts, for appropriateness and completeness.

## 7. Handling of Cash Receipts and Disbursements

- a. Cash Receipts
  - i. All monies collected will be deposited with the Bursar. All monies will be picked up by the courier weekly and taken to the Bursar for deposit. All checks and cash will be stored in the safe in the Administrative Office until such time as they are turned over to the courier.

#### b. Cash Disbursements

i. Checks will be issued by the University Auxiliary Accounting Office for SMSU expenses upon submittal of approved documents.

## 8. Salaries and Wages

- a. In the case of salaries and wages, the payroll document will be the payroll designation form appointing an individual to a previously established position. This document must be signed by the function supervisor. Eligibility of student assistant employees must be certified by the Executive Director or designee.
- b. All non-student employees, whether full-time or temporary, must complete the necessary W-4 forms before beginning their employment. Student employees must complete all necessary paperwork at the SMSU Administrative office. No paychecks will be issued to any employee who has neglected to complete the necessary forms. Employment records and time sheets will be kept by the SMSU Administrative Office.
- c. Semi-monthly time sheets must be kept on all employees. At the end of the payroll period, the time sheets must be properly signed by the employee and approved by a designated supervisor and forwarded to the University Auxiliary Accounting Office so that paychecks may be issued.
- d. Students and regular employees may arrange for direct deposit of paychecks, or may pick up their paychecks pursuant to the annual pay schedule at the office of the Bursar upon presentation of appropriate identification.

#### 9. Disbursement Authorizations

a. Upon receipt of (1) a proper invoice from the vendor or contractor, and (2) either the notice that stock has been received or the certification that the service has been satisfactorily completed, SMSU staff will prepare a disbursement authorization for signature by the appropriate official in accordance with the "Authorized Signature" memo on file at the University Auxiliary Accounting Office. The University Auxiliary Accounting Office will then issue a check.

#### 10. Petty Cash

a. A petty cash fund not to exceed \$200.00 has been authorized. It shall be in the custody of a responsible employee of the SMSU or the University who will be

- known as the Custodian. The Custodian shall be financially responsible for the fund and for any loss unless relief of accountability is granted by the SMSU Board of Directors.
- b. For the Recreation and Wellness Department a petty cash fund not to exceed \$500 has been authorized. It shall be in the custody of a responsible employee of the Recreation and Wellness Department or the University who will be known as the Custodian. The Custodian shall be financially responsible for the fund and for any loss unless relief of accountability is granted by the SMSU Board of Directors.

## 11. Change Funds

- a. Change funds are to be used only for the purpose of convenience of giving change at specific functions and/or providing change. Change funds are not to be used for expanders of any kind.
- b. Authorized individuals who will be held financially responsible will be designated as Custodians of the appropriate change fund. A check will be issued to the designated custodian. The change funds will be subject to audit at any time during the life of the fund. The custodian will be responsible for the return of the change fund at the conclusion of each event, or at a designated time, but no later than the end of the current fiscal year.

## 12. Travel Expenses

- a. Prior to commencing travel on SMSU business, all officers, employees, or volunteers must have the proper authorization from the Executive Director.
- b. Company credit cards should be used for all travel expenses whenever possible. All credit card regulations apply to travel purchases.
- c. Travel advances may be utilized where necessary. A cash travel advance or prepaid credit card may not exceed 80% of the total amount requested.
- d. At the conclusion of the travel, a Travel Expense Claim form must be completed and submitted to the SMSU Administrative Office together with any unexpended travel advance funds, if appropriate. The completed Travel Expense Claim form will then be submitted to Auxiliary Accounting Office for processing.
- e. Reimbursements will be issued no more than 30 days after the Travel Expense Claim has been submitted.
- f. The allowances for SMSU travel cannot exceed those currently outlined in the SMSU Travel Policy unless approved by the Board of Directors.
- g. Further travel expense details are found in the SMSU Travel Policy.

## 13. Signature on Checks

a. Checks must be signed by the proper CSUSB official. Checks for amounts of \$50,000 or over must be signed by two CSUSB officials.

## 14. Filing Documents

- a. All documents used by the University Auxiliary Accounting office regarding SMSU accounts will be filed and kept in the Accounting office until the yearly audit. After the audit they should be kept on file for three years. After three years, documents except personnel records, including time sheets and personal tax records, and nonprofit organization-related filings, may be destroyed. Exceptions to this include documents relating to bond issued debt purchases which will be kept on file for 30 years or the life of the bond.
- 15. Banking, Investment and Reserve Policies

### a. Savings Accounts

i. By resolution of the Board of Directors and approval of the University Vice President of Administration and Finance, funds may be withdrawn from the Cash Trust account and deposited in a savings account at a banking institution authorized by the Accounting Office. Normally, the authorization should apply only to the funds that are to be held in reserve for specific purposes.

#### b. Investments

- i. The Board of Directors may by resolution and approval of the University Auxiliary Accounting Office authorize the investment of funds that are temporarily surplus. Investments must be restricted to the following:
  - a. Savings accounts in National or State Banks insured by the FDIC
  - b. Time-open accounts in National or State Banks insured by the FDIC
  - c. Federal Treasury Bills
  - d. State approved Savings and Loan, insured by FDIC
  - e. Surplus money investment fund State Treasury
  - f. Local Agency Investment Fund (LAIF)

#### c. Reserves

- i. Establishment, maintenance and replenishment of local reserves and reserves held in the State Treasury are outlined in the SMSU Reserve Accumulation Policy.
- ii. Spending outside of the annual operating budget must be reviewed by the Finance and Contracts Committee to provide recommendations to the Board for approval.

#### 16. Discrimination

a. The Santos Manuel Student Union shall not knowingly do business with any establishment that has shown to discriminate on the basis of race, religion, sex, or disabilities. (Approved by the Student Union Board of Directors, March 16, 1995)

## 17. Generated Revenue

- a. Definition of Generated Revenue
  - i. Generated Revenue is all revenue and income derived from any proceedings, function, production, or other fund raising event, which has been funded with SMSU funds, either wholly or in part.
- b. Revenue Generated by SMSU funds.
  - i. All revenue generated by the use of SMSU funds, excluding funds deposited to SMSU accounts, for any portion of the function shall be deposited to an SMSU revenue account. Said SMSU revenue may be designated specifically as the SMSU revenue account for that event.
- c. Allocation of Generated Funds in SMSU Revenue Account
  - Funds held in revenue accounts may be transferred to program generated accounts according to standard accounting practice and/or SMSU budget notes.

## 18. Subleases/Contracts/Agreements

a. All SMSU subleases, contracts and agreements must have all appropriate approvals and signatures in place to be considered valid. All business arrangements between the SMSU and vendors must be supported by fully

- executed and completed written agreements.
- b. Subleases must receive SMSU Board of Directors' approval. Once SMSUBOD approval is received, the sublease will be sent to the lessee for signature. Once the lessee's representative has signed the sublease, it will be signed by the Chair of the Santos Manuel Student Union Board of Directors. The final signature for approval of the sublease is required from the University President or designee.

### 19. Liability

- a. The Santos Manuel Student Union will not assume liability for individuals or organizations that purchase items or contract with individuals for services if the proper procedures have not been followed.
- 20. All documents will be submitted and accepted digitally, or in hard copy when necessary, and sent to the appropriate approving entity.

Approved SUBOD	1-19-95
Revised SUBOD	3-16-95
Revised SUBOD	1-16-97
Revised SUBOD	1-15-98
Revised SUBOD	4-15-00
Revised SUBOD	11-2-00
Revised SUBOD	1-17-02
Revised SUBOD	12-4-03
Revised SMSU BOD	11-9-06
Revised SMSU BOD	11-8-07
Revised SMSU BOD	11-13-08
Revised SMSU BOD	2-4-13
Revised SMSU BOD	3-12-15
Revised SMSU BOD	5-12-16
Revised SMSU BOD	12-1-16
Revised SMSU BOD	2-14-19
Revised SMSU EC	3-23-20
Revised SMSU BOD	2-10-22





# Santos Manuel Student Union/Recreation & Wellness PROCUREMENT CARD POLICIES & PROCEDURES

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#### INTRODUCTION

The procurement card is a tool to be used to purchase supplies and services costing less than \$2,000 (including tax) that are not restricted or prohibited or otherwise an inappropriate use of funds. On rare occasions, purchases in excess of \$2,000 may be approved by the Santos Manuel Student Union (SMSU) Executive Director, the Recreation & Wellness (R&W) Director, or designee. You are encouraged to use your card as the first option in purchasing before other methods in order to achieve cost savings and improve processing time for your department's needs.

#### PARTICIPATION AGREEMENT

By signing the acknowledgment that you received the procurement card, you agree to follow the Procurement Card Policies and Procedures. Periodically, these may change and you will be notified when they do. Should you decide that you do not agree with the Policies and Procedures, you may request through the Budget Analyst that your card be canceled. If there are any outstanding charges on your account at the time of cancellation, you will be required to submit your standard log, receipts, and statement copy at the end of each billing cycle until all of your charges have posted.

### **COST**

Any related costs will be charged to the appropriate department's account

#### **AUTHORIZED PROCUREMENT CARD PURCHASES**

Purchases costing less than \$2,000 including tax and shipping which are not restricted or prohibited and are an appropriate use of funds are authorized.

#### **PURCHASE RESTRICTIONS**

#### **Santos Manuel Student Union Policy:**

The procurement card may be used to purchase restricted goods and services if established approvals and criteria are met. Failure to obtain approval on these purchases may result in the cancellation of the card and the cardholder may be required to pay for the unauthorized purchase out of personal funds.

- 1. You may purchase equipment items valued at \$1000 or more/unit including tax and shipping provided that you obtain written approval from the SMSU Executive Director, R&W Director, or designee *before* making your purchase. A copy of the "Equipment Purchase/Service Pre-Approval" form that is to be used to request approval is included at the back of this manual. As soon as the equipment is received, you are responsible for notifying the Operations Department of the purchase and, if appropriate, making the item available for tagging.
- 2. Services provided by a vendor in excess of \$1000.00 must have prior written approval of the SMSU Executive Director, R&W Director, or designee. A copy of the "Equipment Purchase /Service Pre-Approval" form that is to be used to request approval is included at the back of this manual.
- 3. Purchases of products and services available from the Printing Services or Physical Plant are restricted. Check with the appropriate department to determine if the work or product can be provided through in-house operations prior to making a purchase commitment with the vendor.

- 4. All printing orders for items that will be distributed off campus must be approved by the Strategic Communication Department before a purchase commitment is made to a vendor.
- 5. Travel or travel related expenses must be reviewed and approved in advance by the SMSU Executive Director, R&W Director, or designee.
- 6. Purchase of furniture must be reviewed and approved in advance by the SMSU Executive Director, R&W Director, or designee.
- 7. Purchase of radios (all types including AM/FM and 2-Way) must be reviewed and approved in advance by the SMSU Executive Director, R&W Director, or designee.
- 8. Technology or electronic devices may only be purchased by the Information Technology Coordinator.
- 9. All medications including, but not limited to, aspirin, burn creams, smelling salts, etc. The purchase of first aid kits which include these items is also prohibited unless approved by a qualified medical professional for program use.

### **PROHIBITED USES**

## **Santos Manuel Student Union Policy:**

The procurement card is not to be used to purchase "prohibited" goods or services. The purchase of a prohibited item may result in the cancellation of the card, and the cardholder may be required to pay for the unauthorized purchase out of personal funds.

The use of the procurement card is strictly prohibited for the following:

- 1. Personal purchases of any kind
- 2. Cash advance
- 3. Leases
- 4. Maintenance agreements
- 5. Fans or other cooling devices
- 6. Space heaters
- 7. Personal vehicle repairs
- 8. Alcoholic beverages, except with prior written approval of the SMSU Executive Director, R&W Director, or designee for legitimate SMSU/R&W programs.
- 9. Decorative items including, but not limited to, plants, flowers, pictures, and picture frames; except those purchased for common areas.
- 10. Gifts may be purchased, with the approval of the SMSU Executive Director or R&W Director, or designee.
- 11. Splitting of purchases to circumvent dollar limitations. Examples of "splitting":
  - a. Purchasing \$1000.00 of a particular commodity type from one vendor and then \$1000.00 worth of the same commodity type from a second vendor during the same statement cycle. This exceeds the \$1,000.00 per month per commodity limit.
  - b. Asking a vendor to divide the cost of the goods between two transactions or to delay posting of part of a purchase until after the statement closing date.
  - c. Splitting costs between two or more cardholders within a department.
- 12. To make modifications or alterations to the SMSU facility.
- 13. Items determined inappropriate by the SMSU Executive Director, R&W Director, or designee are also expressly prohibited. Examples of such items include, but are not limited to, specially controlled items such as precious metals; ethyl alcohol; narcotics and dangerous drugs; firearms, explosives, and other hazardous materials; and personal services, including consulting services.

## CONSEQUENCES FOR IMPROPERLY USING THE CARD

Purchasing prohibited items or failing to obtain appropriate approval(s) prior to making restricted purchases could result in the reduction of your single purchase limit or cancellation of your card. Furthermore, you may be required to reimburse the SMSU out of personal funds for any unauthorized or inappropriate purchases. If you routinely fail to meet submittal deadlines, lose receipts, or otherwise prove to be irresponsible, your card may be revoked.

#### RESPONSIBILITIES AND PROCEDURES - CARDHOLDER

## 1. It is your responsibility:

- a. To ensure the procurement card is used in accordance with SMSU Procurement Card Policies and Procedures.
- b. To ensure the security of the procurement card.
- c. To screen requests to determine if the request is an appropriate use of the procurement card and the account to be charged.
- d. To verify that department funds are available to cover the purchase.
- e. To turn in all receipts and Procurement Card report by a due date indicated by the Administrative Office. Should the cardholder fail to submit his/her receipts and Procurement Card Statement by the conditions indicated and a resulting finance charge transpires, the cardholder is responsible for paying said finance charges. The SMSU will not be responsible for such finance charges at the fault of the cardholder.

### 2. Procedures

- a. Make the purchase in person or call the vendor to place an order. If you make a purchase via the web, make sure that you are using a reputable company and that you will receive a receipt for your purchase.
- b. Obtain an *itemized* receipt/invoice from the vendor (see #3 below).
- c. If the item is to be shipped to the campus, instruct the vendor to include the following information on the shipping label:
  - (1) Your Name
  - (2) Building and room number if needed
  - (3) 5500 University Parkway San Bernardino, CA 92407

#### 3. Receipt/Invoice

- a. Submit the original receipt/invoice to the Administrative Office with your monthly procurement card statement. Keep a copy of the receipt for your records. A receipt is required for all transactions. The only exceptions are for memberships and subscriptions where alternate documentation is accepted (See "Subscriptions" and "Memberships," below).
  - b. Ask the vendor to **itemize the receipt or invoice**. If the receipt or invoice is not itemized and/or does not include a meaningful description of the item(s) purchased, write the information on the receipt.
  - (1) An itemized receipt/invoice consists of the following information for **commodity** purchases:
    - (a) Description of commodities purchased
    - (b) Quantity purchased
    - (c) Price per item
    - (d) Amount of sales tax
    - (e) Shipping charges, if applicable

- (f) Total amount charged
- (g) Vendor's name and address
- (2) An itemized receipt/invoice consists of the following information for services:
  - (a) Description of service(s) performed
  - (b) Price of the service performed.
  - (c) If used, a list of parts (individually priced) required to complete the service
  - (d) Amount of sales tax for taxable items
  - (e) Total amount charged
  - (f) Vendor's name and address
- c. Tape individual receipts/invoices to an  $8\frac{1}{2}$ " x 11" sheet of paper to ensure they are not lost.
- d. If you did not obtain or you lost a receipt/invoice, and you cannot obtain a duplicate copy from the vendor, prepare a memo to explain the circumstances in which the receipt was lost and detail the purchase (Sample D). Include the memo with the monthly Procurement Card Purchase Report. Any charges that the SMSU Executive Director, R&W Director, or designee rejects because of a lack of a legitimate receipt will be the personal responsibility of the cardholder.

**NOTE**: Some vendors may tell you that they do not give receipts and that your record is the transaction that posts to your billing statement – *this is not sufficient to meet auditing requirements* – if the vendor will not provide a detailed receipt, do not do business with that vendor.

## Note: If you lose more than two (2) receipts in a twelve (12) month period, your procurement card may be revoked.

## 4. Monthly Procurement Card Purchase Report (Log Sheet)

For each billing cycle in which transactions are posted, you are required to complete a Procurement Card Purchase Report, or log, (Sample A) and supply the following information:

- a. Date of purchase
- b. Brief description of purchase
- c. Vendor's name
- d. Dollar amount as shown on the receipt
- e. Chart field string to the department account to be charged (*not* the 16-digit account number printed on the card)

### 5. Billing Statement

- a. At the close of each monthly billing cycle, you will receive an individual billing statement (Sample B).
- b. Review the statement for accuracy and reconcile the billing statement with your monthly Procurement Card Purchase Report and vendor receipts/invoices.
- c. If an item is billed incorrectly, you must contact the Budget Analyst in order to correct the error.

#### 6. Monthly Statement Submittal

a. Review/approve/sign/date the Monthly Procurement Card Purchase Report (log).

- b. Sign and forward the Monthly Procurement Card Purchase Report log to your supervisor for review and approval.
- c. Have your supervisor review all purchases and sign and date the log.
- d. Submit the approved statement package to the Budget Office, SMSU-222, by the deadline determined by the Administrative Office.
- e. Statement submittals are due within three (3) business days of receiving your statement even if you go on vacation or attend an off campus event. The only exception is under extreme circumstances (i.e. staff member out sick for a significant amount of time.) Any incurred financial charges will be the responsibility of the staff member. You are responsible for making arrangements to have your signed and approved statement package in the Administrative Office.

### **RESPONSIBILITIES - APPROVING OFFICIAL**

## The approving official:

- 1. Reviews charges to ensure that purchases are appropriate and that any purchase of restricted items is appropriately documented.
- 2. Reviews, approves, and dates the monthly Procurement Card Purchase Report prepared by cardholders in their department.
- 3. Ensures that his/her cardholders submit documentation to the Administrative Office within the established deadline schedule.
- 4. Supervisors should verify the totals that appear on the monthly statement.

#### **ACCOUNTS**

All SMSU chart field strings may be used with the exception of Payroll, Benefits or Capital Outlay (Group II) funds. The procurement card is only to be used for purchases appropriate to authorized SMSU budgets. If you fail to include a chart field string to charge on your log sheet or if you are late in turning in your monthly submittal, your Supplies & Services account will be charged.

### **DUE DATE**

Statement packages are due in the Administrative Office (SMSU-222) by the deadline determined by the Administrative Office. It is important that you meet this deadline as the SMSU must, in turn, meet a payment deadline or incur interest charges. Should the SMSU fail to meet its deadline because you did not meet the statement submittal deadline, you may be responsible for all of the interest charges accrued for that statement period (See "Statement Submittals") and your procurement card may be cancelled. Your card may also be revoked if you routinely miss statement submittal deadlines.

### FREIGHT BILLS

If a vendor charges \$50.00 or more to ship the item(s) requested, you must require the vendor to supply a copy of a supporting freight bill in addition to a receipt/invoice. Attach the freight bill to the purchase receipt/invoice and submit with the monthly statement package.

#### MEMBERSHIPS and SUBSCRIPTIONS

If the membership organization or subscription fee will accept a credit card for payment, we encourage you to use your procurement card. In lieu of a receipt, provide a copy of the membership application or renewal notice/invoice as well as a copy of a memo justifying the membership (how does it benefit the SMSU) when submitting the monthly procurement card statement for payment. All subscriptions must use the SMSU's address for delivery.

### TRAVEL EXPENSES

Pre-paid credit cards may be purchased using the Procurement Card for a travel advance for students and/or staff who do not have a Procurement Card.

### **SALES TAX**

The SMSU is required to pay use tax on all taxable items purchased even if the vendor does not collect.

### CARD REJECTED BY VENDOR

If the vendor runs the credit card through the bankcard system and the system rejects it, call the Budget Analyst who will contact Arrowhead Credit Union to determine the reason. Some common reasons are:

- 1. You may have exceeded your single purchase limit.
- 2. You may have exceeded your 30-day purchase limit for the billing cycle.
- 3. Certain merchant types have been blocked from use.

If none of these reasons seems to apply, contact the Budget Analyst. Be prepared to give your account number, the name of the vendor with which you attempted to make your purchase, and the dollar amount of the purchase.

If you have exceeded any of your transaction limits and it is an emergency (i.e., health or safety issue), contact the Budget Analyst, the SMSU Executive Director, R&W Director, or designee.

### **RETURNS**

If it becomes necessary to return an item either for exchange or credit to your account, the following guidelines should be followed:

- 1. Call the vendor and ask for customer service. Explain why you want to return the item and ask for an exchange or credit to your account. Have your packing list/receipt/invoice ready. The representative will probably need your customer number, the company's order number, and the product number(s) as listed on the packing list.
- 2. If you have requested a credit to your account, ask that a credit receipt be sent to you.
- 3. Check your next monthly billing statement to make sure the credit posts to your account. If it does not, file an official dispute with the Budget Analyst and contact the vendor again to request that the credit be posted.

#### LOST RECEIPTS

If you lost a receipt/invoice or did not receive one, and you have tried but cannot obtain a duplicate copy from the vendor, prepare a memo to explain the circumstances in which the receipt was lost and detail the purchase (Sample D). You and your supervisor must sign the memo. Include the memo with the monthly Procurement Card Purchase Report. Any charges that the SMSU Executive Director, R&W Director, or designee rejects because of a lack of a legitimate receipt will become the personal responsibility of the cardholder.

Note: If a person loses more than two (2) receipts in a twelve-month period, the procurement card may be revoked.

#### **DISPUTES**

**You** are responsible for contacting the Budget Analyst immediately regarding questionable or disputed items which appear as transactions on your billing statement.

- 1. Once the dispute has been formally filed by the Budget Analyst with Arrowhead Credit Union and while the transaction is in dispute, you may cross the transaction off the billing statement. Until the dispute is formally resolved, the disputed charge is still owed. Until the merchant issues a credit or Arrowhead Credit Union issues a credit and statement of resolution, interest will accrue on the disputed amount. If the dispute is not resolved in your favor, your department will have to pay the charge plus any accrued interest.
- 2. After filing the dispute, you must actively work with the vendor to solve the dispute. If the vendor fails to assist you to reach a satisfactory result, contact the Budget Analyst.
- 3. Credits for disputed items will not be taken until they are posted to the statement or until evidence that a formal dispute has been filed with the Administrative Office.
- 4. See "Common Dispute Reasons."

Hold credit receipts until the credit transaction shows up on your billing statement. Credits will not be taken until they appear on the monthly statement or proof of filing a formal dispute with Arrowhead Credit Union is provided.

If you request that payment be withheld on questionable or disputed items or items returned for credit after the statement closing date, but you **fail** to submit a "Cardholder Statement of Questioned Item" (dispute) form to the Budget Analyst within 2 business days after you receive your statement, your department is liable for any interest or penalties that accrue while the matter is in dispute even if the matter is eventually settled in your favor.

### STATEMENT CYCLE (BILLING CYCLE)

The statement cycle is determined by Arrowhead Credit Union. The statement only reflects those charges that are posted to the account by the end of business on the closing date. Since some vendors do not submit charges immediately, charges made near the end of one billing cycle may not post until the next billing cycle.

If you do not receive your monthly statement, you should contact the Budget Analyst to request a

duplicate statement.

#### STATEMENT SUBMITTALS

- 1. Include the original of the following with your statement submittal:
  - a. Completed and approved log (SMSU Monthly Procurement Card Purchase Report Sample A)
  - b. Statement
  - c. Any other supporting documentation such as memos, freight bills, equipment purchase approval forms, or copies of the dispute form.
- 2. Statement packages are due in the Administrative Office (SMSU-222) by the deadline determined by the Administrative Office. It is important that this deadline be met as the University must meet a payment deadline or incur interest charges. Should the SMSU/R&W fail to meet this deadline because you did not meet the statement submittal deadline, you may be held responsible for all of the fees accrued for that statement period and your procurement card may be canceled. Your card may also be revoked if you routinely miss statement submittal deadlines.
- 3. Statement submittals are still due by the deadline determined by the Administrative Office even if you are on vacation or at an off campus event. **You** are responsible for making arrangements to have the signed and approved statement package in the Administrative Office by the deadline determined by the Administrative Office.

### **CREDIT LIMITS**

Each card has an established credit limit that may not be exceeded.

### RAISING YOUR CREDIT LIMIT

To have your limit increased you must submit the request to your supervisor. Your supervisor will forward the <u>approved</u> request to the Budget Analyst who will then notify the SMSU Executive Director, R&W Director, or designee and contact Arrowhead Credit Union. You will be advised should your request be approved.

#### REPLACEMENT CARDS

There may be instances when it becomes necessary to replace a procurement card. It is your responsibility to initiate this process.

#### REPORTING A LOST CARD

As soon as the loss is noticed, report it immediately to the Budget Analyst.

#### REPLACING WORN OUT/DEFECTIVE CARDS

If a procurement card needs to be replaced because it is worn out or defective contact the Budget Analyst to request a replacement.

#### **CANCELING A CARDHOLDER**

- 1. If you or your approving official decides that your account should be canceled, notify the Budget Analyst in writing and send the Procurement Card to the SMSU Administrative Office, SMSU-222.
- 2. If you separate from the SMSU, you must return your card to the Budget Analyst and designate who will be responsible for handling statement submittals and any problems that may arise after you leave. In addition, if you check out during a statement submittal period, you will be required to turn in the appropriate documentation (statement, log, receipts, etc.) before clearance will be given. Otherwise, your approving official will be responsible for submitting any required documentation (receipts, log, billing statement) for outstanding charges on your account. If you or your approving official fails to submit proper paperwork, the outstanding dollar amount on your account may be withheld from your final pay.

#### **EXPIRATION DATE**

Each card is embossed with its expiration date and the card is valid through the end of the specified month. Replacement cards are sent approximately three to four weeks before the card expires.

#### YEAR-END DEADLINE

Each year in a deadline for the last day to use your card and post to the current fiscal year is established and published in a year-end deadline memo issued by the Budget Analyst.

#### **COMMON DISPUTE REASONS**

The most common dispute reasons are described below. If you have any questions regarding the appropriate dispute reason to use, please contact the Budget Analyst. A cardholder signature is required for all disputes submitted for consideration.

#### 1. Unauthorized Mail/Phone Order

Use this reason for telephone or mail order transactions. If a sales slip is signed or imprinted with the cardholder's card, this reason does not apply.

## 2. Duplicate Processing

Use this reason when a transaction has been posted to the account more than one time. The amounts must be the same. The cardholder should provide the transaction details of the original billing, such as dollar amounts, transaction date, etc. A copy of the monthly billing statement on which the billings occur and a copy of the original sales slip should be forwarded with the Cardholder's Statement of Questioned Item form.

#### 3. Merchandise Not Received

Use this reason when the goods have not been received, but the account has been charged. The cardholder should attempt to resolve the dispute with the vendor. The cardholder should detail this attempt and provide the date of expected delivery of service or merchandise. If the goods or services were paid by another means, a copy of the payment (copy of front and back of a check or other

payment document) should be provided and a copy of the Statement of Account should be forwarded with the Cardholder's Statement of Questioned Item form.

In the event merchandise was canceled, full details should be provided, such as why the transaction was canceled and date of cancellation.

#### 4. Merchandise Returned

In the event merchandise was returned and a credit has not yet been posted, the cardholder should describe the reason for returning the merchandise and the date the item was returned. A copy of the reference number on the monthly statement, postal, UPS or other official receipt proving the merchandise was returned should be forwarded with the Cardholder's Statement of Questioned Item form.

#### 5. Credit Not Received

Use this reason when the cardholder has received a credit voucher or <u>written</u> refund acknowledgment from the vendor, but the credit has not been posted to the cardholder's account within 30 days from the date on the voucher or acknowledgment. The cardholder acknowledges participation in the transaction but the goods were returned or the service was canceled.

The cardholder should state the amount of credit expected and provide a copy of the Statement of Account (SOA) and credit voucher or acknowledgment letter and forward these with the Cardholder's Statement of Questioned Item form.

#### 6. Alteration of Amount

Use this reason when the cardholder participated in the transaction and indicates that the amount was altered without permission. The cardholder must acknowledge the amount before alteration and a copy of the <u>cardholder's copy</u> of draft <u>must</u> be provided to support this reason. The amount of the credit would be the difference between the amount before alteration and after alteration. The sales draft copy should be forwarded with a copy of the SOA and Cardholder's Statement of Questioned Item form.

## 7. Inadequate Description or Unrecognized Charge

In the event the cardholder does not recognize the transaction description, s/he should contact the Budget Analyst who will request that Arrowhead Credit Union supply a copy of the sales draft due to inadequate description or unrecognized charge. This should be requested only after reviewing supporting documentation and ensuring a merchant (vendor) description or location error has not occurred.

Check the box "request for copy," on the Questioned Item Form so that the Budget Analyst can order a copy from Arrowhead Credit Union. Arrowhead Credit Union will order a copy of the sales slip that is generally received within 30 days.

In the event the vendor's processing bank cannot provide the copy within allotted time frames, the cardholder's account will be credited until such time as a valid draft is received. If Arrowhead Credit Union provides the copy and the cardholder determines that a valid dispute exists, a <u>new</u> Cardholder's Statement of Questioned Item form should be sent to Arrowhead Credit Union immediately. In either instance, the applicable SOA should be forwarded with the Cardholder's Statement of Questioned Item

form.

## 8. Copy Request

Use this reason when the cardholder recognizes the charge, but requires a copy of the sales draft for his/her records. The cardholder should be encouraged to keep all other supporting documentation, such as catalog information, magazine ad, shipping documents, etc., as evidence of the purchase. The copy of the applicable SOA should be forwarded with the Cardholder's Statement of Questioned Item form.

#### 9. Not as Described

Use this reason when the cardholder claims goods or services were not received as described. The written document of what was to be delivered must be different than what was actually delivered. It is important that the sales draft specifically describe what was purchased. For example, this reason <u>could not</u> be used when the cardholder was expecting a Sony tape recorder, model LXX210 and when he or she got back to the office, determined that a Sony model B640 was in the box <u>and</u> the sales draft simply said "tape recorder."

In a telephone order situation, the verbal description is considered the "document characterization." The cardholder must explain in his or her letter how the verbal description was different from what was actually received.

An attempt must be made to return the goods and must be stated in the cardholder complaint. If merchandise was returned, proof of such return should be forwarded with a copy of the SOA and Cardholder's Statement of Questioned Item form to Arrowhead Credit Union.

## 10. Cardholder Dispute

Use this reason only after reviewing other specific dispute reasons. This reason requires that the cardholder attempt a resolution with the merchant. A complete description of the problem and the attempted resolution should be provided on the Cardholder's Statement of Questioned Item form. Additionally a copy of the sales slip and a copy of the Cardholder's Statement of Account on which the transaction appears should be forwarded with the Cardholder's Statement of Questioned Item form.

### 11. Other Dispute Reasons

In the event the reasons discussed here and identified on the Cardholder's Statement of Questioned Item form do not fit the cardholder's dispute circumstances, the cardholder should submit a Cardholder's Statement of Questioned Item form with the transaction detail, a copy of the applicable SOA and a <u>detailed</u> letter of the circumstances of the dispute. Reference should be made to any contact with the vendor, names, telephone numbers, etc., that would be helpful in researching the dispute.

### INFORMATION SOURCES

#### **Santos Manuel Student Union**

Administrative Office x77201
Budget Analyst x73956
Executive Assistant to the SMSU Executive Director x73882
SMSU Executive Director x77506
Recreation & Wellness Director x77142

SMSU Board of Directors Approved Update 3-8-18 SMSU Board of Directors Approved Update 3-9-17 SMSU Board of Directors Approved Update 11-12-09 SMSU Board of Directors Approved Update 11-08-07

## **Santos Manuel Student Union Invoices for All Customers**

Customer	Num	Date	Due Date	Aging	Amount	Open Balance
Accounting Association	6065	05/25/2023	06/24/2023	606	607.50	607.50
Acto Latino Club	5404	02/11/2020	03/12/2020	1,805	22.50	22.50
Alpha Delta Pi	5976	05/05/2023	06/04/2023	626	75.00	75.00
Alpha Delta Pi	5833	02/09/2023	03/11/2023	711	112.00	112.00
Alpha Delta Pi	5851	02/09/2023	03/11/2023	711	196.00	196.00
Alpha Delta Pi	5573	03/29/2022	04/28/2022	1,028	168.00	168.00
Alpha Delta Pi	5549	03/07/2022	04/06/2022	1,050	56.00	56.00
Alpha Delta Pi	5507	11/08/2021	12/08/2021	1,169	181.25	181.25
Alpha Delta Pi	5508	11/08/2021	12/08/2021	1,169	56.00	56.00
Alpha Delta Pi	5509	11/08/2021	12/08/2021	1,169	56.00	56.00
Alpha Delta Pi	5458	04/30/2020	05/30/2020	1,726	200.00	200.00
Alpha Delta Pi	5372	01/21/2020	02/20/2020	1,826	100.00	100.00
Alpha Delta Pi	5377	01/21/2020	02/20/2020	1,826	75.00	75.00
Alpha Kappa Alpha	5966	05/05/2023	06/04/2023	626	85.00	85.00
Alpha Kappa Alpha	5920	03/07/2023	04/06/2023	685	56.00	56.00
Alpha Kappa Alpha	4985	03/19/2019	04/18/2019	2,134	50.00	50.00
Alpha Phi	6188	06/20/2023	07/20/2023	580	56.00	56.00
Alpha Phi	5980	05/05/2023	06/04/2023	626	68.00	68.00
Alpha Phi	5690	05/25/2022	06/24/2022	971	189.00	189.00
Alpha Phi	5682	05/24/2022	06/23/2022	972	73.00	73.00
Alpha Phi	5617	05/23/2022	06/22/2022	973	56.00	56.00
Alpha Phi	5581	03/30/2022	04/29/2022	1,027	56.00	56.00
Alpha Phi	5569	03/07/2022	04/06/2022	1,050	392.00	392.00
Alpha Phi	5539	02/16/2022	03/18/2022	1,069	504.00	504.00
Alpha Phi	5501	11/04/2021	12/04/2021	1,173	672.00	672.00
Alpha Phi	5421	03/03/2020	04/02/2020	1,784	75.00	75.00
Ambitious Culture of Empowerment	5145	06/04/2019	07/04/2019	2,057	2,934.42	1,467.21
American Marketing Association	5420	03/03/2020	04/02/2020	1,784	345.00	345.00
American Medical Student Association	6421	11/21/2023	12/21/2023	426	84.00	84.00
American Medical Student Association	6186	06/20/2023	07/20/2023	580	164.50	164.50
Army ROTC/Military Science	5887	02/24/2023	03/26/2023	696	140.00	140.00

## **Santos Manuel Student Union Invoices for All Customers**

Customer	Num	Date	Due Date	Aging	Amount	Open Balance
Arroyo Valley High School	5566	03/23/2022	04/22/2022	1,034	1,197.00	1,197.00
Beta Alpha PsiAccounting Association	5888	02/24/2023	03/26/2023	696	225.00	225.00
Be-Well Yotes LLC	6058	05/12/2023	06/11/2023	619	70.00	70.00
Black Scholars Program	6075	05/25/2023	06/24/2023	606	308.50	308.50
BYA CHURCH	6418	11/21/2023	12/21/2023	426	1,942.84	1,942.84
CAL - Fullerton Art Museum	5855	02/10/2023	03/12/2023	710	559.50	559.50
CAL- English	6331	10/25/2023	11/24/2023	453	875.00	875.00
Cal State San Marcos- EOP	6473	01/18/2024	02/17/2024	368	462.00	462.00
California College Guidance Initiative	5207	08/19/2019	09/18/2019	1,981	7,641.27	3,820.63
CASA Of San Bernardino	5801	01/11/2023	02/10/2023	740	300.00	300.00
Coachella Valley Unified School	5830	02/08/2023	03/10/2023	712	1,650.00	1,650.00
College Assistance Migrant Program	6401	11/17/2023	12/17/2023	430	4,408.30	4,408.30
Computer Sci and Engineering Club	5283	11/07/2019	12/07/2019	1,901	205.00	205.00
Corona-Norco Unified School District	6060	05/12/2023	06/11/2023	619	620.00	620.00
CRU Christian Fellowship	5580	03/30/2022	04/29/2022	1,027	56.00	56.00
CSUSB CREST	5734	07/05/2022	08/04/2022	930	377.00	377.00
CSUSB CREST	5366	01/14/2020	02/13/2020	1,833	187.20	187.20
Delta Sigma Chi	4989	03/21/2019	04/20/2019	2,132	67.50	67.50
Delta Sigma Chi	4987	03/19/2019	04/18/2019	2,134	67.50	67.50
Delta Sigma Phi	5669	05/24/2022	06/23/2022	972	406.00	406.00
Delta Sigma Theta Sorority	5425	03/03/2020	04/02/2020	1,784	50.00	50.00
Doctoral Studies	5540	02/24/2022	03/26/2022	1,061	1,171.50	1,171.50
Educational Talent Search	5725	06/09/2022	07/09/2022	956	104.00	104.00
Educational Talent Search	5541	02/24/2022	03/26/2022	1,061	1,750.50	1,750.50
Educational Talent Search	5426	03/03/2020	04/02/2020	1,784	100.00	100.00
Entrepeneurship Club	6498	01/23/2024	02/22/2024	363	240.00	240.00
Gamma Zeta Alpha	5214	09/24/2019	10/24/2019	1,945	1,505.58	1,505.58
HACU Alumni Club	4969	03/07/2019	04/06/2019	2,146	127.50	127.50
Inland Empire Center for Entrepreneurship	6222	08/01/2023	08/31/2023	538	3,000.00	3,000.00
Institute of Child Develop & Family	5688	05/25/2022	06/24/2022	971	94.50	94.50
lota Phi Theta	4950	02/28/2019	03/30/2019	2,153	135.00	135.00

## **Santos Manuel Student Union Invoices for All Customers**

Customer	Num	Date	Due Date	Aging	Amount	Open Balance
Kappa Delta Chi Sorority Inc. Colony	5680	05/24/2022	06/23/2022	972	17.00	17.00
Kappa Delta Chi Sorority Inc. Colony	5506	11/08/2021	12/08/2021	1,169	28.00	28.00
Kappa Delta Chi Sorority Inc. Colony	5510	11/08/2021	12/08/2021	1,169	56.00	56.00
Kappa Sigma Fraternity	6343	10/26/2023	11/25/2023	452	85.00	85.00
Kappa Sigma Fraternity	6038	05/16/2023	06/15/2023	615	100.00	100.00
Kappa Sigma Fraternity	5257	10/23/2019	11/22/2019	1,916	135.00	135.00
Lambda Sigma Biology Club	6135	06/12/2023	07/12/2023	588	56.00	56.00
Lambda Sigma Biology Club	5679	05/24/2022	06/23/2022	972	76.50	76.50
LUBOS PASO	6468	01/05/2024	02/04/2024	381	124.00	124.00
LUBOS PASO	6088	05/30/2023	06/29/2023	601	79.75	79.75
LUBOS PASO	5973	05/05/2023	06/04/2023	626	59.50	59.50
Mellon Mays Undergraduate Fellowship Prgm	5739	07/26/2022	08/25/2022	909	647.00	647.00
Mountain High Resorts & Powder Alliance	5533	02/09/2022	03/11/2022	1,076	100.00	100.00
Multicultural Greek Council	5504	11/08/2021	12/08/2021	1,169	219.00	219.00
Multicultural Greek Council	5505	11/08/2021	12/08/2021	1,169	219.00	219.00
Muslim Student Association	6417	11/21/2023	12/21/2023	426	151.00	151.00
Muslim Student Association	6420	11/21/2023	12/21/2023	426	81.00	81.00
Muslim Student Association	6147	06/12/2023	07/12/2023	588	84.00	84.00
New Vision Middle School	5706	06/06/2022	07/06/2022	959	3,712.50	3,712.50
Norton Science & Language Academy	5731	06/29/2022	07/29/2022	936	1,980.00	1,980.00
Obershaw Den	5879	02/23/2023	03/25/2023	697	120.00	120.00
Ombuds Services	6223	08/01/2023	08/31/2023	538	50.00	50.00
Panhellenic Council	5255	10/23/2019	11/22/2019	1,916	255.00	255.00
Pi Kappa Alpha-Colony	5576A	03/29/2022	04/28/2022	1,028	168.00	168.00
Pi Kappa Alpha-Colony	5552	03/07/2022	04/06/2022	1,050	84.00	84.00
Pre-Physician Assistant Club	5511	11/08/2021	12/08/2021	1,169	51.00	51.00
Quail Valley Middle School	5328	12/05/2019	01/04/2020	1,873	1,782.00	1,782.00
San Bernardino City Unified School Dist.	5052	05/06/2019	06/05/2019	2,086	1,800.00	1,800.00
San Bernardino Community College District	6279	09/28/2023	10/28/2023	480	120.00	120.00
San Bernardino Community College District	6162	06/13/2023	07/13/2023	587	3,594.00	3,594.00
San Bernardino County Fire	6505A	01/23/2024	02/22/2024	363	2,567.74	2,567.74

Total

## **Santos Manuel Student Union Invoices for All Customers**

Customer	Num	Date	Due Date	Aging	Amount	Open Balance
San Bernardino County Superintendant	5055	05/06/2019	06/05/2019	2,086	1,320.00	1,320.00
Serrano Middle School- PALS	5053	05/06/2019	06/05/2019	2,086	429.00	429.00
Sigma Phi Epsilon	6017	05/11/2023	06/10/2023	620	295.00	295.00
Sigma Phi Epsilon	5294	11/19/2019	12/19/2019	1,889	196.66	196.66
Society of Human Resources Management	5134	06/04/2019	07/04/2019	2,057	25.00	25.00
Society of Human Resources Management	5140	06/04/2019	07/04/2019	2,057	52.50	52.50
Student African American Brotherhood	5423	03/03/2020	04/02/2020	1,784	120.00	120.00
Student Veterans Organization	6364	11/02/2023	12/02/2023	445	50.00	50.00
University Honors Program	5388	02/04/2020	03/05/2020	1,812	1,170.00	1,170.00
Verizon Innovative Learning Program	5743	08/03/2022	09/02/2022	901	4,389.00	4,389.00
Yucaipa High School Law/ Public Safety	5516A	11/23/2021	12/23/2021	1,154	1,320.00	1,320.00
Zeta Tau Alpha	6411	11/21/2023	12/21/2023	426	81.00	81.00
Zeta Tau Alpha	5653	05/24/2022	06/23/2022	972	28.00	28.00
					65,887.51	60,599.66



# SANTOS MANUEL STUDENT UNION OF CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

#### **FACILITY SUBLEASE**

This Facilities Sublease ("Sublease") is made and entered into this 1st day of July 2025, between the Santos Manuel Student Union of California State University, San Bernardino, hereinafter called "Auxiliary", and California State University, San Bernardino, Project Rebound, hereinafter called "Lessee".

**WHEREAS**, **Auxiliary** entered into a Lease on September 1, 2017 with the Trustees of The California State University, a copy of which is attached hereto as Exhibit A, and

**WHEREAS**, said Lease authorizes the President of California State University, San Bernardino, or designee, to approve a Sublease for any portion of the leased premises, and

**WHEREAS**, the President of California State University, San Bernardino, or designee, acknowledges their approval of this Sublease.

**WHEREAS**, the continuance of the term of this Sublease past the current term of the Master Agreement is contingent on the renewal of the Master Agreement.

NOW, THEREFORE, Auxiliary and Lessee hereby agree as follows.

1. <u>Premise.</u> Auxiliary hereby subleases to Lessee the following property:

In the Santos Manuel Student Union South, the Lessee shall have exclusive use of one spaces on the first first floor, room 116‡, with the spaces totaling 265-1085 square feet. The space is outlined in red on the attached floor plan, which is attached hereto as Exhibit B.

- 2. <u>Term.</u> The term of this Sublease shall be from <u>July July 1, 2025 until June 30, 2027</u>, unless sooner terminated as herein provided.
- 3. Rent. Lessee shall pay rent at the monthly rate of \$469.05 2,083.20 (\$1.92 per square foot) payable quarterly in arrears (\$5,628.60 24,998.40 annually). Auxiliary reserves the right to re-evaluate the rental rate thirty (30) days prior to January 1st of each year of the term for the balance of the term of the Sublease. The parties shall negotiate in good faith any rent adjustment.



- 4. <u>Services.</u> Auxiliary agrees to provide the following to Lessee:
  - a. Utility and custodial services at the monthly rate of \$143.89 607.60 (\$0.56 per square foot) payable quarterly in arrears (\$1,726.68 7,291.20 annually). Auxiliary reserves the right to re-evaluate utility and custodial charges in January of each year to ensure that direct costs have been equitably assessed.
  - b. **Lessee** shall pay for its telephone service directly to the University.
- 5. <u>Subletting.</u> Lessee shall not assign nor sublet this Sublease without prior written approval of Auxiliary.
- 6. Quiet Use and Enjoyment. Auxiliary reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.
- 7. Indemnification. This Sublease is made upon the express condition that Auxiliary, California State University, San Bernardino, the Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers and employees are indemnified from any liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging including Lessee, from any cause or causes whatsoever in any way arising out of Lessee's business activity or use of the premises under this Sublease or any extension thereof. Lessee agrees to indemnify and hold harmless Auxiliary, California State University, San Bernardino, Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers and employees from any and all loss, damage, or liability that may be suffered or incurred which arises out of or is in any way connected with the use of the premises herein described, by Lessee.
- 8. <u>Alterations.</u> Lessee agrees to make no alterations to the premises, including, but not limited to, all modifications and permanent fixtures, without the prior written approval of **Auxiliary**.
- 9. <u>Compliance with Laws.</u> Lessee shall not violate nor allow to be violated any federal, state, or local law, or rule of the Trustees or of the campus.
- 10. <u>Holdover Tenant.</u> Should **Lessee** occupy the premises after the date of expiration of this Sublease, and the **Auxiliary** agrees to the continuation of occupancy in writing, such tenancy shall be on a month-to-month basis subject to the terms and conditions of this Sublease and any rent increase **Auxiliary** may assert at the end of the Sublease.



- 11. <u>Compliance.</u> Lessee agrees to comply with all the terms of Sublease and Lease insofar as they are applicable to Lessee.
- 12. <u>Premise Restoration.</u> Upon termination or expiration of this Sublease, **Lessee**, at its own expense and risk, shall restore the premises as nearly as possible to the condition existing prior to the execution of this Sublease subject to normal wear and tear of occupancy of the premises.

**Lessee** shall exercise care in the use of **Auxiliary** facilities and shall comply with guidelines to reduce excessive wear or damage. **Lessee** agrees to keep the facilities in a clean and orderly condition and to remove all waste material at the conclusion of this Sublease.

- 13. <u>Amendments. Entire Sublease, and Severability.</u> This Facility Sublease constitutes the entire Sublease between the parties with respect to the subject matter hereof. This Facilities Sublease may not be modified or amended except in writing signed by both parties. Should any provision of this Facilities Sublease be invalid, illegal, or unenforceable in any respect, such provision will not affect the validity and enforceability of any other part of this Facilities Sublease.
- 14. <u>Common Area Use.</u> Lessee recognizes that its use may coincide with other uses of **Auxiliary** property, and agrees that it will organize its use and activities to cause as little disruption as possible to such uses of the **Auxiliary** buildings and equipment.
- 15. <u>Insurance.</u> Lessee shall maintain a copy of policies of comprehensive general liability insurance. Said insurance minimum limits recommended shall be no less than \$1,000,000 overall, which shall include, but not limited to, bodily injury, property damage, and umbrella clause The insurance policy shall contain or be endorsed to contain the following provisions: For the general liability policy the Trustees of the California State University, the Santos Manuel Student Union of California State University, San Bernardino, California State University, San Bernardino and the state of California their officers, employees, representatives, volunteers and agents shall be covered as additional insureds.
- 16. <u>Termination.</u> This Sublease may be terminated upon any of the following occurrences:
  - a. By either party giving thirty (30) days written notice to the other party.
  - b. Upon expiration of the Sublease term as set forth in section 2.
  - c. Upon breach of any substantial provision of this Sublease.
  - d. Upon termination of the Sublease and Lease by the Trustees of The California State University for administrative necessity or for any other reason which gives



the Trustees have the right to terminate the Sublease and Lease under the terms of that document.

- 17. Governing Law. This Facilities Sublease will be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in the State of California for any actions, suits or proceedings arising out of or related to this Sublease. This Sublease is deemed by the parties to have been executed and delivered in San Bernardino, California.
- 18. Dispute Resolution. If a dispute should arise between the Parties with respect to the obligations hereunder or the interpretation of this Facilities Sublease, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes ("Dispute") which materially affect the performance of either Party under this Facilities Sublease. Promptly after a Dispute is recognized by either Party, such Party may communicate the substance of the Dispute to the other Party's primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute is not resolved between the Parties' respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party's right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.
- 19. <u>Attorney's Fees.</u> If either party incurs legal fees or litigation expenses, whether or not an action is instituted, to enforce the terms of this Sublease or to recover damages or injunctive relief for breach of this Sublease, it is agreed that the successful or prevailing party will be entitled to reasonable attorney's fees, litigation expenses, expert witness fees and other costs in addition to any other relief to which it may be entitled.
- 20. <u>Notices.</u> All notices herein to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, certified and postage prepaid, and addressed as follows:

#### To the LESSEE:

California State University, San Bernardino Academic Success and Undergraduate Advising (ASUA) 5500 University Parkway, San Bernardino, CA 92407



### **To the AUXILIARY:**

Santos Manuel Student Union of California State University, San Bernardino 5500 University Parkway, San Bernardino, CA 92407

Nothing herein contained shall preclude the giving of such written notice by personal service.

- 21. <u>Damage to Premises.</u> If the lease premises are damaged by fire, earthquake, accident, or other casualty, **Auxiliary** shall have the right to restore the Premises by repair or rebuilding. If **Auxiliary** chooses not to restore the Premises by repair or rebuilding, and such damage renders more than 10% of the floor space unusable for the purposes intended, this Sublease shall terminate.
- 22. <u>Hazardous Materials.</u> **Lessee** shall not use, store, generate, release or dispose of any hazardous material on the Premises are part. However, **Lessee** is permitted to make use of such materials that are required to be used in the normal course of **Lessee's** operations provided that **Lessee** complies with all applicable Laws related to the hazardous materials. **Lessee** is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by **Lessee**.

IN WITNESS HEREOF, the parties hereto execute this Sublease on the above date.

AUXILIARY ORGANIZATION:	
Jesse Felix, SMSU Executive Director	Date
LESSEE:	
Dr. Annika Anderson, Executive Director of Project Rebound	Date
CSUSB APPROVED:	
Angelica Jara, Lead Procurement & Contracts Specialist	Date