



MINNESOTA STATE

Contract Number: SCSU-2021-010698

P.O. Number: P0220885

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

JOINT POWERS AGREEMENT AMENDMENT NO. (3)

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ST. CLOUD STATE UNIVERSITY ("Minnesota State"), and ISD 0742, 1201 S 2ND ST, WAITE PARK, Minnesota 56387 ("Contractor").

WHEREAS, Minnesota State and Contractor have entered into a Joint Powers Agreement and any addenda, exhibits, or amendments thereto (the "Original Contract"), identified below:

Original Contract	
Contractor's Full Legal Name:	ISD 0742
Contract Title:	Joint Powers Agreement
Effective Date of Original Contract:	October 9, 2020

WHEREAS, the parties wish to amend the Original Contract as stated below:

NOW THEREFORE, the parties do hereby agree as follows:

1. **AMENDED DUTIES & RESPONSIBILITIES.** The parties agree that Original Contract's Paragraph 1, Contractor's Duties, is hereby deleted and replaced with the following:
 - a. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall: develop and implement programming and activities that support the promotion of Chinese language and culture. Provide an annual report, including budget, of the activities developed and implemented through this project and submit to SCSU Chinese Language and Culture Partnership Program office.
 - b. **MINNESOTA STATE'S DUTIES.** MINNESOTA STATE shall: Assist with the planning and implementation of activities. Serve as a resource for the planning and programming initiatives
2. **AMENDED CONSIDERATION AND TERMS OF PAYMENT.** Original Contract's Paragraph 2, Consideration and Terms of Payment, is hereby amended as follows:

For the additional professional/technical services as outlined in this Amendment, MINNESOTA STATE shall pay Contractor an additional amount as follows:

- c. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the MINNESOTA STATE as follows: Twenty Thousand and 00/100 Dollars (\$20,000.00).
- d. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

The Contractor will submit itemized invoices upon completion of services that will include the dates, times, rates, a description of services, and the SCSU purchase order number. Minnesota State will submit payment within 30 days upon receipt of undisputed invoices.

- e. The total obligation of Minnesota State for all compensation and reimbursement to the Contractor shall not exceed Twenty Thousand and 00/100 Dollars (\$20,000.00).

AMENDED Cost	
Original Contract Amount:	\$10,000.00
Previous Amendment Amount(s), if any:	\$N/A
This Amendment Amount:	\$10,000.00
Cumulative Contract Amount:	NOT TO EXCEED: \$20,000.00

3. **AUTHORIZED REPRESENTATIVES:** The authorized representatives for the purpose of administration of this contract is as listed below, or their successor:

MINNESOTA STATE:	CONTRACTOR:
Name: Andrew Stanoch	Name: Sue Linn Hasbrouck
Title: Education Director	Title: World Language Coordinator
Address: 720 4th Avenue S, St Cloud, Minnesota, 56301-4498	Address: 1201 S 2ND ST WAITE PARK, Minnesota, 56387
Telephone: +1 320-308-0121	Telephone: +1 320-370-8000
Email: Andrew.stanoch@stcloudstate.edu	Email: susan.linn-hasbrouck@isd742.org

4. **ANY ADDITIONAL AMENDMENT PROVISIONS – COVID REQUIREMENTS.** The paragraph that was added to the Original Agreement as new Paragraph 16, "COVID Requirements" is hereby deleted removed from the Original Contract.
5. **ENTIRE AGREEMENT.** Except as expressly amended above, the terms and conditions of the Original Contract and all previous amendments consistent with this Amendment remain in full force and effect. This Amendment and the Original Contract (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

This Amendment shall be effective on the effective date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

The Original Contract and any amendments will not exceed beyond five (5) years of the Effective Date of the Original Contract and shall otherwise remain in effect until the End Date listed above or until all obligations set forth in the Original Contract and any amendments have been satisfactorily fulfilled, whichever occurs first.

The remainder of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY:**

DocuSigned by: By (authorized signature and printed name)		Brandon Johnson
<i>Brandon Johnson</i>		
Title		Interim Executive Director of Academic Resources - Office of the Provost, SCSU
Date	3/9/2023 2:04:09 PM EST	

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

DocuSigned by: By (authorized signature and printed name)		Edward J. Mears
<i>Edward J. Mears</i>		
Title		Director of Purchasing
Date	3/9/2023 3:57:06 PM CST	

3. CONTRACTOR: ISD 0742

Contractor certifies that the appropriate person(s) have executed the contract on behalf of Contractor as required by applicable articles, by-laws, resolutions, or ordinances.

DocuSigned by: By (authorized signature and printed name)		Sue Linn Hasbrouck
<i>Sue Linn Hasbrouck</i>		
Title		Coordinator, Immersion & World Language
Date	3/29/2023 2:40:29 PM CDT	

By (authorized signature and printed name)		
Title		
Date		

4. AS TO FORM AND EXECUTION:

DocuSigned by: By (authorized signature and printed name)		Edward J. Mears
<i>Edward J. Mears</i>		
Title		Director of Purchasing
Date	3/29/2023 3:13:36 PM CDT	



MINNESOTA STATE

Contract Number: SCSU-2021-010698

P.O. Number: P0220885

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

JOINT POWERS AGREEMENT AMENDMENT NO. (2)

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ST. CLOUD STATE UNIVERSITY ("Minnesota State"), and ISD 0742, 1201 S 2ND ST, WAITE PARK, Minnesota 56387 ("Contractor").

WHEREAS, Minnesota State and Contractor have entered into a Joint Powers Agreement and any addenda, exhibits, or amendments thereto (the "Original Agreement"), identified below:

Original Agreement	
Contractor's Full Legal Name:	ISD 0742
Agreement Title:	Joint Powers Agreement
Effective Date of Original Agreement:	October 9, 2020

WHEREAS, the parties wish to amend the Original Agreement as stated below:

NOW THEREFORE, the parties do hereby agree as follows:

- AMENDED AGREEMENT TERM.** The parties hereby agree that the Original Agreement' Paragraph 4, Term of Agreement shall be modified as follows:

Amended Agreement Term	
Effective Date of Original Agreement:	October 9, 2020
End Date of Original Agreement:	June 30, 2021
End Date(s) of Previous Amendments, if applicable:	June 30, 2022
Effective Date of this Amendment:	May 30, 2022 or upon the date the final required signature is obtained by Minnesota State, whichever occurs later
End Date of Amended Agreement Term:	October 8, 2025

This Amendment shall be effective on the beginning date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

2. **COVID REQUIREMENTS.** The following paragraph is added to the Original Agreement as new Paragraph 16, "COVID Requirements".
- a. **Applicability.** This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with Minnesota State employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with Minnesota State employees or members of the public ("Covered Individuals").
 - b. **Requirements.** In accordance with State of Minnesota HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.
 - c. **Compliance.** Contractor is responsible for the following:
 - i. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
 - ii. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
 - iii. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the Minnesota State workplace to perform contractual services until the Covered Individual has been medically cleared; and
 - iv. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 28.2 Requirements, above.
 - d. **Reporting.** Upon request, Contractor shall provide Minnesota State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.
3. **ENTIRE AGREEMENT.** Except as expressly amended above, the terms and conditions of the Original Agreement and all previous amendments consistent with this Amendment remain in full force and effect. This Amendment and the Original Agreement (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

This Amendment shall be effective on the effective date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

The Original Agreement and any amendments will not exceed beyond five (5) years of the Effective Date of the Original Agreement and shall otherwise remain in effect until the End Date listed above or until all obligations set forth in the Original Agreement and any amendments have been satisfactorily fulfilled, whichever occurs first.

The remainder of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY:

<small>DocuSigned by:</small>	
By (authorized signature and printed name)	Daniel Gregory
<i>Daniel Gregory</i>	
<small>F829BDE31695406...</small>	
Title	Provost and vice President of Academic Affairs
Date	5/24/2022 10:47:05 AM CDT

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
<i>N/A</i>
Title
Date

3. CONTRACTOR: ISD 0742

Contractor certifies that the appropriate person(s) have executed the contract on behalf of Contractor as required by applicable articles, by-laws, resolutions, or ordinances.

<small>DocuSigned by:</small>	
By (authorized signature and printed name)	Amy Skaalerud
<i>Amy Skaalerud</i>	
<small>A55A94AF1401...</small>	
Title	Executive Director of Finance and Business Services
Date	5/24/2022 11:10:18 AM CDT

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

<small>DocuSigned by:</small>	
By (authorized signature and printed name)	Edward J. Mears
<i>Edward J. Mears</i>	
<small>76433585836143C...</small>	
Title	Director of Purchasing
Date	5/24/2022 11:51:36 AM CDT

Contract Number: SCSU-2021-010698
P.O. Number: P0220885

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

JOINT POWERS AGREEMENT AMENDMENT NO. (1)

Board of Trustees of the
Minnesota State Colleges and Universities
St. Cloud State University

ISD 0742
1201 S 2ND ST
WAITE PARK, Minnesota 56387

Original Contract Effective Date: 10/9/2020
Original Contract Expiration Date: 6/30/2021
Amended Contract Expiration Date: 6/30/2022

This amendment is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of ST. CLOUD STATE UNIVERSITY (hereinafter MINNESOTA STATE), and ISD 0742, 1201 S 2ND ST, WAITE PARK, Minnesota 56387 an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

Recitals

WHEREAS, MINNESOTA STATE has a contract with the CONTRACTOR (hereinafter "Original Contract") to develop and implement programming and activities that support the promotion of Chinese language and culture, and

WHEREAS, MINNESOTA STATE and the CONTRACTOR are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

Contract Amendment

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. TERM OF CONTRACT is amended as follows:

This ~~contract~~ amendment shall be effective on October 9, 2020 or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, ~~2021~~ 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this ~~contract~~ amendment until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE's authorized representative.

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY:**

<small>DocuSigned by:</small>	
By (authorized signature and printed name)	Daniel Gregory
Title	Provost and vice President of Academic Affairs
Date	6/25/2021 12:07:41 PM CDT

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

3. CONTRACTOR (Governmental Entity): ISD 0742

Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

<small>DocuSigned by:</small>	
By (authorized signature and printed name)	Amy Skaalerud
Title	Executive Director of Finance & Business Services
Date	7/7/2021 5:02:31 PM CDT

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

<small>DocuSigned by:</small>	
By (authorized signature and printed name)	Edward J. Mears
Title	Director of Purchasing
Date	7/7/2021 8:24:59 PM CDT

Contract Number: SCSU-2021-010698

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
2021	629204	7012	\$10,000.00	0000194023	P0220885

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ST. CLOUD STATE UNIVERSITY (hereinafter "MINNESOTA STATE") address 720 4TH AVENUE S, ST CLOUD, MINNESOTA, which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and ISD 0742, address 1201 S 2ND ST, WAITE PARK, MINNESOTA 56387 (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed

1. DUTIES & RESPONSIBILITIES

- a. CONTRACTOR'S DUTIES. The CONTRACTOR shall: Develop and implement programming and activities that support the promotion of Chinese language and culture. Provide an annual report, including budget, of the activities developed and implemented through this project. Submit a proposed annual budget for the academic year for approval by SCSU Confucius Institute and National Hanban.
- b. MINNESOTA STATE'S DUTIES. MINNESOTA STATE shall: MINNESOTA STATE shall: Assist with the planning and implementation of activities. Serve as a resource for the planning and programming initiatives. Submit required documents to National Hanban according to the annual reporting period.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the MINNESOTA STATE as follows: not exceed Ten Thousand and 00/100 Dollars (\$10,000.00)

- b. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

MINNESOTA STATE agrees to process payment within thirty (30) business days upon receipt of undisputed invoices. CONTRACTOR will invoice MINNESOTA STATE for expenses incurred as result of this contract. CONTRACTOR's invoices must be itemized and receipts must be made available to MINNESOTA STATE upon formal request. CONTRACTOR will be responsible to communicate if invoices are not paid in a timely manner.

3. CONDITIONS OF PAYMENT. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation
4. TERM OF CONTRACT. This contract shall be effective on October 9, 2020, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by MINNESOTA STATE's Authorized Representative.
5. CANCELLATION. This contract may be canceled by MINNESOTA STATE or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. MINNESOTA STATE'S AUTHORIZED REPRESENTATIVE. MINNESOTA STATE's Authorized Representative for the purposes of administration of this contract is:

Name: Kathryn Johnson
Address: 720 4th Avenue S, St Cloud, Minnesota 56301-4498
Telephone: +1 320-308-3268
E-Mail: kejohnson@stcloudstate.edu

MINNESOTA STATE's Authorized Representative shall have final authority for acceptance of the CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2, paragraph b.

7. The CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is:

Name: Willie Jett II

Address: 1201 S 2ND ST, WAITE PARK, Minnesota 56387

Telephone: +1 320-370-8001

E-Mail: willie.jett@isd742.org

8. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.
9. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.
10. LIABILITY. The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.
11. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
12. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of MINNESOTA STATE'S authorized representative.

- b. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR'S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MINNESOTA STATE'S opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE'S discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

14. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its

employees individually or jointly with others, or any subcontractors shall identify MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of the MINNESOTA STATE's authorized representative.

15. OTHER PROVISIONS. None.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY**

By (authorized college/university/system office initiating agreement) <i>Daniel Gregory</i>	Daniel Gregory
Title <i>Provost and vice President of Academic Affairs</i>	Provost and vice President of Academic Affairs
Date 10/9/2020 4:37:36 PM CDT	

2. VERIFIED AS TO ENCUMBRANCE

By (authorized college/university/system office initiating agreement) <i>Edward J. Mears</i>	Edward J. Mears
Title <i>Director of Purchasing</i>	Director of Purchasing
Date 10/10/2020 8:54:38 PM CDT	

3. CONTRACTOR (Governmental Entity): ISD 0742

Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature) <i>Amy Skalerud</i>	Executive Director of Finance and Business Services
Title <i>Executive Director of Finance and Business Services</i>	Executive Director of Finance and Business Services
Date 10/20/2020 8:56:31 AM CDT	

By (authorized signature)	
Title	
Date	

4. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement) <i>Edward J. Mears</i>	Edward J. Mears
Title <i>Director of Purchasing</i>	Director of Purchasing
Date 10/20/2020 11:45:40 AM CDT	

Certificate Of Completion

Envelope Id: 54EA119AB1FC4175B42B0E740E23CA75

Status: Completed

Subject: Signature request on Contract SCSU-2021-010698 St. Cloud School District P0220885

Source Envelope:

Document Pages: 6

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jaggaer Interface

AutoNav: Enabled

30 7th St E, Ste 350

EnvelopeId Stamping: Enabled

Saint Paul, MN 55101

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@minnstate.edu

IP Address: 199.188.157.82

Record Tracking

Status: Original

Holder: Jaggaer Interface

Location: DocuSign

10/8/2020 2:26:11 PM

contracts@minnstate.edu

Signer Events

Daniel Gregory

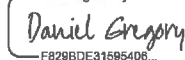
ddgregory@stcloudstate.edu

Provost and vice President of Academic Affairs

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



F829BDE3169540E...

Signature Adoption: Pre-selected Style

Using IP Address: 199.17.63.62

Timestamp

Sent: 10/8/2020 2:28:13 PM

Viewed: 10/9/2020 4:37:24 PM

Signed: 10/9/2020 4:37:36 PM

Electronic Record and Signature Disclosure:

Accepted: 10/9/2020 4:37:24 PM

ID: 0518ef1a-b1f1-47d2-838e-a1fdd31d120b

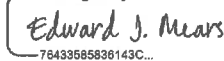
Edward J. Mears

ejmears@stcloudstate.edu

Director of Purchasing

Security Level: Email, Account Authentication
(None)

DocuSigned by:



76433585836143C...

Signature Adoption: Pre-selected Style

Using IP Address: 199.17.55.172

Sent: 10/9/2020 4:37:37 PM

Viewed: 10/10/2020 8:54:30 PM

Signed: 10/10/2020 8:54:38 PM

Electronic Record and Signature Disclosure:

Accepted: 10/10/2020 8:54:30 PM

ID: aa936a2d-214e-47b7-9ebf-0a264d0008a1

Amy Skaalerud

willie.jett@isd742.org

Executive Director of Finance and Business

Services

Security Level: Email, Account Authentication
(None)

DocuSigned by:



9D390C1B79A34DB...

Signature Adoption: Pre-selected Style

Using IP Address: 209.237.123.46

Sent: 10/10/2020 8:54:39 PM

Resent: 10/20/2020 8:30:59 AM

Viewed: 10/12/2020 2:17:02 PM

Signed: 10/20/2020 8:56:31 AM

Electronic Record and Signature Disclosure:

Accepted: 10/12/2020 2:17:02 PM

ID: cd36daf9-63a4-4596-98b4-af9b60130605

Edward J. Mears

ejmears@stcloudstate.edu

Director of Purchasing

Security Level: Email, Account Authentication
(None)

DocuSigned by:



76433585836143C...

Signature Adoption: Pre-selected Style

Using IP Address: 199.17.55.172

Sent: 10/20/2020 8:56:32 AM

Viewed: 10/20/2020 11:45:33 AM

Signed: 10/20/2020 11:45:40 AM

Electronic Record and Signature Disclosure:

Accepted: 10/20/2020 11:45:33 AM

ID: 550f56da-5dda-4573-a12b-3640d37d2b7d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/20/2020 8:56:32 AM
Certified Delivered	Security Checked	10/20/2020 11:45:33 AM
Signing Complete	Security Checked	10/20/2020 11:45:40 AM
Completed	Security Checked	10/20/2020 11:45:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Certificate Of Completion

Envelope Id: 9EF43ABB2F6D46D5BEFA7A1E4CB55D80

Status: Completed

Subject: Signature request on Contract SCSU-2021-010698 St. Cloud School District P0220885

Source Envelope:

Document Pages: 14

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Jaggaer Interface

30 7th St E, Ste 350

Saint Paul, MN 55101

contracts@minnstate.edu

IP Address: 199.188.157.82

Record Tracking

Status: Original

Holder: Jaggaer Interface

Location: DocuSign

6/25/2021 9:01:12 AM

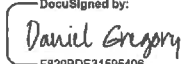
contracts@minnstate.edu

Signer Events

Daniel Gregory

ddgregory@stcloudstate.edu

Provost and vice President of Academic Affairs

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

F828BDE31585406...

Signature Adoption: Pre-selected Style

Using IP Address: 199.17.55.177

Timestamp

Sent: 6/25/2021 9:09:59 AM

Viewed: 6/25/2021 12:07:28 PM

Signed: 6/25/2021 12:07:41 PM

Electronic Record and Signature Disclosure:

Accepted: 6/25/2021 12:07:28 PM

ID: 2fb0ce78-b37e-4753-9b65-c930edd79599

Amy Skaalerud

amy.skaalerud@isd742.org

Executive Director of Finance & Business Services

Security Level: Email, Account Authentication
(None)DocuSigned by:

5338EB9680E54BA...

Signature Adoption: Pre-selected Style

Using IP Address: 209.237.123.46

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Resent: 7/2/2021 8:10:17 AM

Viewed: 7/6/2021 5:11:21 PM

Signed: 7/7/2021 5:02:31 PM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2021 5:11:21 PM

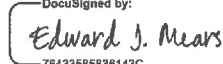
ID: b724e1e0-b009-4ddc-8e83-c314d4d40e9c

Edward J. Mears

ejmears@stcloudstate.edu

Director of Purchasing

STC

Security Level: Email, Account Authentication
(None)DocuSigned by:

76433585836143C...

Signature Adoption: Pre-selected Style

Using IP Address: 199.17.55.172

Sent: 7/7/2021 5:02:32 PM

Viewed: 7/7/2021 8:24:37 PM

Signed: 7/7/2021 8:24:59 PM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2021 8:24:37 PM

ID: 946e6145-223d-44ca-819e-11f8ab825c65

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/25/2021 9:09:59 AM
Certified Delivered	Security Checked	7/7/2021 8:24:37 PM
Signing Complete	Security Checked	7/7/2021 8:24:59 PM
Completed	Security Checked	7/7/2021 8:24:59 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Certificate Of Completion

Envelope Id: D1292860B4E34847AF12BFE7BC67DFE6

Status: Completed

Subject: Signature request on Contract SCSU-2021-010698 ISD 0742 St. Cloud School District P0220885

Source Envelope:

Document Pages: 22

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jaggaer Interface

AutoNav: Enabled

30 7th St E, Ste 350

Envelopeld Stamping: Enabled

Saint Paul, MN 55101

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@minnstate.edu

IP Address: 199.188.157.82

Record Tracking

Status: Original

Holder: Jaggaer Interface

Location: DocuSign

5/24/2022 8:19:31 AM

contracts@minnstate.edu

Signer Events

Daniel Gregory

ddgregory@stcloudstate.edu

Provost and vice President of Academic Affairs

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


F829BDE31595406...

Signature Adoption: Pre-selected Style

Signed by link sent to ddgregory@stcloudstate.edu

Using IP Address: 199.17.55.177

Timestamp

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Viewed: 5/24/2022 10:45:54 AM

Signed: 5/24/2022 10:47:05 AM

Electronic Record and Signature Disclosure:

Accepted: 5/24/2022 10:45:54 AM

ID: 34abb167-9e53-46bc-8f69-86187e3b3bce

Edward J. Mears

ejmears@stcloudstate.edu

Director of Purchasing

STC

Security Level: Email, Account Authentication
(None)**Completed**

Signed by link sent to ejmears@stcloudstate.edu

Using IP Address: 199.17.63.50

Sent: 5/24/2022 10:47:07 AM

Viewed: 5/24/2022 10:48:25 AM

Signed: 5/24/2022 10:48:52 AM

Electronic Record and Signature Disclosure:

Accepted: 2/25/2022 3:40:50 PM

ID: c8a2de43-9663-415f-b13f-c187992fd294

Amy Skaalerud

amy.skaalerud@isd742.org

Executive Director of Finance and Business
ServicesSecurity Level: Email, Account Authentication
(None)

DocuSigned by:


D91A55A94AF1401...

Signature Adoption: Pre-selected Style

Signed by link sent to amy.skaalerud@isd742.org

Using IP Address: 209.237.123.46

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Viewed: 5/24/2022 11:09:09 AM

Signed: 5/24/2022 11:10:18 AM

Electronic Record and Signature Disclosure:

Accepted: 5/24/2022 11:09:09 AM

ID: 289c8983-c5c0-4edf-8f60-a31dc4af88a2

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ejmears@stcloudstate.edu

Director of Purchasing

STC

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Signature Adoption: Pre-selected Style

Signed by link sent to ejmears@stcloudstate.edu

Using IP Address: 199.17.63.50

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Electronic Record and Signature Disclosure:

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Certificate Of Completion

Envelope Id: AC1727C3B83845B6A3C3D3022B0A0096	Status: Completed
Subject: Signature request on Contract SCSU-2021-010698 ISD 0742 St. Cloud School District P0220885	
Source Envelope:	
Document Pages: 31	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jaggaer Interface
Time Zone: (UTC-06:00) Central Time (US & Canada)	30 7th St E, Ste 350
	Saint Paul, MN 55101
	contracts@minnstate.edu
	IP Address: 199.188.157.82

Record Tracking

Status: Original	Holder: Jaggaer Interface	Location: DocuSign
3/8/2023 7:59:10 PM	contracts@minnstate.edu	

Signer Events

Brandon Johnson
 bljohnson@stcloudstate.edu
 Interim Eexecutive Director of Academic Resources
 - Office of the Provost, SCSU
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 017AC51E62AD4A5...

Signature Adoption: Pre-selected Style
 Using IP Address: 199.17.1.62

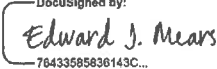
Timestamp

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 Viewed: 3/9/2023 1:03:58 PM
 Signed: 3/9/2023 1:04:09 PM

Electronic Record and Signature Disclosure:

Accepted: 11/9/2022 11:28:15 AM
 ID: f463c166-6e0c-47da-a479-b1213e0fab4

Edward J. Mears
 ejmears@stcloudstate.edu
 Director of Purchasing
 SCSU
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 76433585836143C...

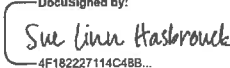
Signature Adoption: Pre-selected Style
 Using IP Address: 96.42.123.26

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 Viewed: 3/9/2023 3:56:59 PM
 Signed: 3/9/2023 3:57:06 PM

Electronic Record and Signature Disclosure:

Accepted: 2/25/2022 3:40:50 PM
 ID: c8a2de43-9663-415f-b13f-c187992fd294

Sue Linn Hasbrouck
 susan.linn-hasbrouck@isd742.org
 Coordinator, Immersion & World Language
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 4F182227114C48B...

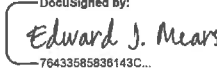
Signature Adoption: Pre-selected Style
 Using IP Address: 209.237.123.46

Sent: 3/9/2023 3:57:08 PM
 Resent: 3/28/2023 8:17:59 PM
 Viewed: 3/29/2023 2:38:31 PM
 Signed: 3/29/2023 2:40:29 PM

Electronic Record and Signature Disclosure:

Accepted: 3/29/2023 2:38:31 PM
 ID: df5f3734-a724-44ed-9091-9effbbe82473

Edward J. Mears
 ejmears@stcloudstate.edu
 Director of Purchasing
 SCSU
 Security Level: Email, Account Authentication (None)

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Sent: 3/29/2023 2:40:31 PM
 Viewed: 3/29/2023 3:13:32 PM
 Signed: 3/29/2023 3:13:36 PM

Electronic Record and Signature Disclosure:

Accepted: 2/25/2022 3:40:50 PM
 ID: c8a2de43-9663-415f-b13f-c187992fd294

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/9/2023 8:57:56 AM
Envelope Updated	Security Checked	3/28/2023 8:17:59 PM
Envelope Updated	Security Checked	3/28/2023 8:17:59 PM
Certified Delivered	Security Checked	3/29/2023 3:13:32 PM
Signing Complete	Security Checked	3/29/2023 3:13:36 PM
Completed	Security Checked	3/29/2023 3:13:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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