

# CAREER SOLUTIONS JOINT POWERS BOARD & WORKFORCE DEVELOPMENT-EXECUTIVE COMMITTEE BOARD MEETING

Monday, November 6, 2023 at 2:00pm

Career Solutions Guest Wi-Fi: Welcome2CareerSolutions!

Physical Location: CareerForce St. Cloud  
1542 Northway Drive, St. Cloud, MN 56303 – Door #2  
No parking permit required for this event. Please park in Lot B.

## 1. Call the Meeting to Order

- A. Joint Powers Board (JPB) Heinen
- B. Local Workforce Development Board-Executive Committee (LWDB-Exec) Magelssen

## 2. Approval of the Agenda

- A. JPB Action: JPB & LWDB-Exec
- B. LWDB-Exec

## 3. Consent Agenda: JPB & LWDB-Exec

- A. 09/2023 Board Financials (Attachment 3.A.) Action: JPB & LWDB-Exec
- B. 2024-2025 Stearns County Payroll Administration Contract (Attachment 3.B.)
- C. Memorandum of Understanding Agreement with Protea Health LLC (Attachment 3.C.)
- D. WIPFLI Professional Consulting Services Agreement for Predictive Index/Order Form (Attachment 3.D.)
- E. Minnesota State Colleges and Universities/St. Cloud Technical and Community College Customized Training for Power Up Program Project Discovery Day Contract 11/01/2023 (Attachment 3.E.)
- F. 2023-2024 Waiver Overage Amounts as of 10/30/2023 (Attachment 3.F.)
- G. Renewing the Executive Director, the Authority to Sign Training Contracts (Attachment 3.G.)

Biery

## 4. Business Items/Updates

- A. 2024 MHC/Medica Statewide Pool Renewal for Health Insurance (Handout) – **ACTION** Action: JPB & LWDB-Exec
- B. 2024 Ancillary Benefits
- C. Review the Employer Contribution (Handout) – **ACTION** Action: JPB & LWDB-Exec
- D. Kent Precision Food Group Survey Results (Handout)
- E. 2022-2023 Financial Audit: Fieldwork Scheduled Nov. 28<sup>th</sup> & 29<sup>th</sup>
- F. EPIC Update

## 5. Other

- A. Executive Director Updates
- B. From the Floor/Announcements

## 6. Adjourn

Heinen  
Magelssen

**Note:** If you are unable to attend this meeting, please contact Kari Court at 320.380.4938 or email at [Kari.Court@CSJobs.org](mailto:Kari.Court@CSJobs.org). Upon request, this material can be made available in alternate formats.

REASONABLE ACCOMMODATIONS: ALL CAREER SOLUTIONS MEETINGS ARE ACCESSIBLE TO THE HANDICAPPED. ATTEMPTS WILL BE MADE TO ACCOMMODATE ANY OTHER INDIVIDUAL NEED FOR SPECIAL SERVICES. PLEASE CONTACT ADA/AA COORDINATOR TAMMY BIERY AT (320) 266-5060 AS EARLY AS POSSIBLE SO NECESSARY ARRANGEMENTS CAN BE MADE. INDIVIDUALS WITH HEARING OR SPEECH DISABILITIES MAY CONTACT US VIA THEIR PREFERRED TELECOMMUNICATIONS RELAY SERVICE.

CAREERFORCE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, CREED, RELIGION, NATIONAL ORIGIN, GENDER, MARITAL STATUS, STATUS WITH REGARD TO PUBLIC ASSISTANCE, SEXUAL ORIENTATION, DISABILITY, OR AGE.

**Note:** If you are unable to attend this meeting, please contact Kari Court at 320.380.4938 or email at [Kari.Court@CSJobs.org](mailto:Kari.Court@CSJobs.org). Upon request, this material can be made available in alternate formats.

Career Solutions  
 Statements of Revenues and Expenditures  
 Current Fiscal Year to Date Periods Ended September 30, 2023 and  
 Prior Fiscal Year  
 Reporting Book:  
 As of Date:  
 Location:

JPB & LWDB-Exec Meeting - 11.06.2023  
 Attachment 3.A.

ACCRUAL  
 9/30/2023  
 E100--Career Solutions

	Year To Date 9/30/2023	Fiscal Budget	Budget Diff	Budget % Var	Prior Year Actual 9/30/2023	Year Ending 9/30/2023
	Actual				Actual	Fiscal Budget
Revenues over Expenditures						
Revenues						
Contributions	\$ 100.00	\$ -	\$ -	0%	\$ -	
Grant Revenues	\$ 994,894.00	\$ 950,451.00	\$ 44,443.00	5%	\$ 966,077.71	\$ 3,801,804.00
Program Service Revenue	\$ (160.38)	\$ -	\$ -	0%	\$ 1,146.67	\$ -
Investment Income	\$ 969.51	\$ -	\$ -	0%	\$ 150.37	\$ -
Other Revenue	\$ 3,801.59	\$ -	\$ -	0%	\$ 62,450.73	\$ -
Total Revenues	\$ 999,604.72	\$ 950,451.00	\$ 44,443.00	5%	\$ 1,029,825.48	\$ 3,801,804.00
Expenditures						
Direct	\$ 363,518.32	\$ 375,000.00	\$ (11,481.68)	-3%	\$ 354,597.12	\$ 1,500,000.00
Personnel	\$ 416,965.40	\$ 493,957.75	\$ (76,992.35)	-16%	\$ 477,104.31	\$ 1,975,831.00
Occupancy	\$ 21,255.61	\$ 18,300.00	\$ 2,955.61	16%	\$ 24,640.66	\$ 73,200.00
Professional Fees	\$ 26,439.46	\$ 25,000.00	\$ 1,439.46	6%	\$ 43,167.40	\$ 100,000.00
General and Administrative Expenses		\$ -				
Advertising and Promotion	\$ 279.63	\$ 2,750.00	\$ (2,470.37)	-90%	\$ 2,410.51	\$ 11,000.00
Conferences, Conventions, and Meetings	\$ 2,088.78	\$ 625.00	\$ 1,463.78	234%	\$ 1,738.56	\$ 2,500.00
Due and Subscriptions	\$ 1,139.00	\$ 2,000.00	\$ (861.00)	-43%	\$ 4,855.00	\$ 8,000.00
Equipment Rental	\$ 6,670.93	\$ 1,250.00	\$ 5,420.93	434%	\$ 858.64	\$ 5,000.00
Finance Charges	\$ 119.85	\$ 125.00	\$ (5.15)	-4%	\$ 26.39	\$ 500.00
Insurance	\$ 3,444.51	\$ 4,250.00	\$ (805.49)	-19%	\$ -	\$ 17,000.00
Miscellaneous Expense	\$ 229.47	\$ 125.00	\$ 104.47	84%	\$ 332.50	\$ 500.00
Office Supplies	\$ 3,222.45	\$ 2,750.00	\$ 472.45	17%	\$ 1,006.55	\$ 11,000.00
Printing and Publications	\$ 2,495.74	\$ 2,250.00	\$ 245.74	11%	\$ 2,541.79	\$ 9,000.00
Postage and Delivery	\$ 19.20	\$ 250.00	\$ (230.80)	-92%	\$ 127.85	\$ 1,000.00
Telephone	\$ 3,497.66	\$ 3,000.00	\$ 497.66	17%	\$ 3,166.70	\$ 12,000.00
Travel Expenses	\$ 2,331.25	\$ 5,500.00	\$ (3,168.75)	-58%	\$ 1,247.28	\$ 22,000.00
Total General and Administrative Expenses	\$ 25,538.47	\$ 24,875.00	\$ 663.47	3%	\$ 18,311.77	\$ 99,500.00
Total Expenditures	\$ 853,717.26	\$ 937,132.75	\$ (83,415.49)	-9%	\$ 917,821.26	\$ 3,748,531.00
Total Revenues over Expenditures	\$ 145,887.46	\$ 13,318.25	\$ 127,858.49	960%	\$ 112,004.22	\$ 53,273.00

Management has elected to omit disclosures. No CPA provides any assurance on the financial statements.

## SERVICE AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Stearns, Minnesota (STEARNS) and CAREER SOLUTIONS

WHEREBY, CAREER SOLUTIONS desires STEARNS to provide various payroll services; and

WHEREAS, CAREER SOLUTIONS employs individuals earning wages/salaries and benefits; and

WHEREAS, STEARNS will provide services for performance of payroll functions including reporting requirements and bookkeeping duties which accompany payroll activities; and

WHEREAS, CAREER SOLUTIONS employees will not be eligible to participate in STEARNS employee benefit programs which includes short-term and long-term disability, medical and life insurance, flexible benefits; and

WHEREAS, CAREER SOLUTIONS will be responsible for obtaining their own benefits. The role STEARNS will play will be solely related to the payroll services such as forwarding monies to the appropriate place or carrier.

WHEREAS, CAREER SOLUTIONS and STEARNS are not part of controlled group for tax purposes including benefits purposes.

WHEREAS, CAREER SOLUTIONS will pay their employees on a schedule that is exactly the same as the payroll schedule STEARNS has implemented for their employees (bi-weekly payroll period ending every other Friday with payments made to employees typically 13 days thereafter); and

WHEREAS, CAREER SOLUTIONS in 2024 will reimburse STEARNS \$20.00 per employee (part time and full time) per pay period for costs associated with the administration of the payroll, with the cost staying the same of \$20.00 per employee per pay period for calendar year 2025 and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

STEARNS will provide payroll services limited to:

1. Providing pay guidelines to CAREER SOLUTIONS;
2. Creating pay checks or its equivalent for CAREER SOLUTIONS employees to be paid from a STEARNS bank account based on CAREER SOLUTIONS reported employee wage information net of appropriate or elected taxes, benefit and retirement options thirteen days after a pay period ends: Processing and paying of CAREER SOLUTIONS's share and its employee's share of payroll taxes and benefit obligations which include Public Employee Retirement pension benefits (PERA), disability, medical and life insurance, flexible benefits,

deferred compensation; and any miscellaneous deductions as a result of processing CAREER SOLUTIONS's payroll.

3. Notifying CAREER SOLUTIONS on or before 3:00 P.M. of the eleventh day after a CAREER SOLUTIONS pay period ends the amounts due by CAREER SOLUTIONS for its payroll obligations as well as the payroll service fees assessed. The notification STEARNS is to provide CAREER SOLUTIONS will itemize the obligations CAREER SOLUTIONS is assuming and the payroll service fees STEARNS is assessing.

CAREER SOLUTIONS will be responsible for:

1. Remitting the funds due STEARNS as stated in number 3 above by 2:00P.M. twelve days following the applicable CAREER SOLUTIONS pay period ending day;
2. In addition to the \$20.00 per employee per pay period in 2024, CAREER SOLUTIONS will pay an annual payroll service fee in January 2024 of \$2,000 for one-time costs and expenses associated with setting up payroll and benefit administration pertaining to CAREER SOLUTIONS for the upcoming calendar year. In 2025, the cost will remain \$20.00 per employee per pay period with the annual payroll service fee remaining at \$2,000, to be paid in January 2025;
3. STEARNS does not provide nondiscrimination testing for CAREER SOLUTIONS and STEARNS does not complete the Affordable Care Act (ACA) reporting that required for current employees or former employees. CAREER SOLUTIONS Employees have do not have access to COBRA through STEARNS.
4. CAREER SOLUTIONS is responsible for the accuracy of employee timesheets and their adherence to CAREER SOLUTIONS policies and labor contracts. STEARNS will not make policy or contract decisions nor interpretations.
5. CAREER SOLUTIONS will be responsible for notifying STEARNS PAYROLL in writing of all changes to employees' wages, benefits, status changes, any change to any benefits (Health Ins, Dental, etc.) or changes to the CAREER SOLUTIONS pension contribution amounts. A Status Sheet shall be completed for each employee the changed affects. The change will not take effect until the change request has been received in writing. Any corrections, adjustments, etc. that need to be made to a prior payroll by STEARNS as a result of CAREER SOLUTIONS not notifying STEARNS in a timely manner shall be available to CAREER SOLUTIONS on a per hour rate. The decision to correct shall be made by CAREER SOLUTIONS, not STEARNS. However, STEARNS will be available to help fix a problem on an as needed basis with any possible charge to CAREER SOLUTIONS negotiated before the problem is fixed.
6. CAREER SOLUTIONS must notify STEARNS PARYOLL Department within 3 business day of any New or Terminated/Resigned/Retired employees in writing.

7. For purposes of this agreement, an email, or Status Sheet from CAREER SOLUTIONS to STEARNS will comply with the “in writing” requirements.
8. For purposes of this agreement, STEARNS PAYROLL shall consist of the Payroll System Coordinators and the Payroll Technicians.

STEARNS will not assume any other pay and benefit obligations other than the services provided for in this agreement. CAREER SOLUTIONS as the employer, is responsible for paying its employees’ wages, notifying its employees of the benefits and all other employer-employee obligations. CAREER SOLUTIONS will inform STEARNS of any contributions made by Benton County toward these costs.

STEARNS and CAREER SOLUTIONS agree that the performance of additional services requires an amendment to this agreement.

#### DURATION

This Agreement is for a two-year period commencing January 1, 2024, and ending December 31, 2025, and it covers all responsibilities associated with pay periods with payment dates occurring in the calendar years 2024 and 2025.

#### TERMINATION

This agreement may be terminated by either party, with or without cause, upon written notice delivered by mail or in person to the other party sixty (60) days or more in advance of a new calendar year. The annual payroll service fee would not be refundable if termination occurred mid-calendar year.

#### INDEMNIFICATION/INSURANCE:

CAREER SOLUTIONS and STEARNS shall mutually hold harmless and indemnify each party for all claims made against it as a result of injury and/or damage sustained or caused by or resulting from the services within this Agreement.

STEARNS agrees to operate in accordance with applicable laws, including but not limited to the Minnesota Data Practices Act and HIPAA.

CAREER SOLUTIONS shall provide STEARNS proof of insurance coverage for its commercial general liability, automobile liability and workers compensation, in the form of a Certificate of Insurance. The Certificate is to be provided upon execution of this Agreement. CAREER SOLUTIONS shall provide STEARNS a 30-day advance notice of cancellation or material change, preferably by certified mail and STEARNS shall be listed as an additional insured under the CAREER SOLUTIONS insurance policies.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

---

Randy Schreifels  
Stearns County Auditor Treasurer

Dated: \_\_\_\_\_

CARRER SOLUTIONS

---

Dated: \_\_\_\_\_

## **Memorandum of Understanding between**

### **Protea Health LLC and Career Solutions**

#### **Whereas,**

- Protea Health LLC desires to provide comprehensive chemical dependency and mental health treatment to Somali/East African women and their children.
- Protea Health LLC aims to collaborate with allied organizations who can contribute to the success of their patients.
- Career Solutions has a strategic imperative to create and implement innovative workforce development solutions for job seekers and employers in Central MN (primarily Stearns and Benton Counties).
- Career Solutions and Protea Health LLC desire to collaborate on supporting women in recovery to gain meaningful and fulfilling employment in their community.

Therefore, Protea Health LLC and Career Solutions desire to enter into this Memorandum of Understanding to collaborate on providing employment information and guidance to women in the Protea Health program.

#### **Agreement:**

- Career Solutions will collaborate with Protea Health LLC to provide referrals and resources to help clients in the Protea Health program to explore careers that best fit their skills and interest.
- Protea Health LLC will connect their program clients to Career Solutions and the referrals and resources Career Solutions provides at the appropriate stage in their treatment process and will support their clients in their job explorations.

NOTE: Nothing in this MOU prevents Protea Health LLC or Career Solutions from providing their own independent services to the community.

#### **Term**

The terms of this memorandum shall take effect immediately once the grant is funded and shall remain in effect until either party requests to terminate. The parties agree to provide each other with a 60-day notice if they wish to amend the terms of the memorandum or if they wish to withdraw from it.



Signed by the Parties:

**For Protea Health LLC**

Signature: \_\_\_\_\_  
Fardowsa Iman, Executive Director

Date: \_\_\_\_\_

**For Career Solutions**

Signature: \_\_\_\_\_ 

Date: 10/30/2023  
Steve Heinen, Benton County Commissioner and  
Career Solutions Joint Powers Board Chair



1 North Wacker Drive  
Suite 1700  
Chicago, IL 60606

312 341 0100  
wipfli.com

October 24, 2023

Tammy Biery  
Career Solutions  
1542 Northway Drive  
St. Cloud, MN 56303

Dear Tammy:

Thank you for selecting Wipfli LLP ("Wipfli") as your provider of professional consulting services to meet the unique requirements of Career Solutions ("Client"). We look forward to working with you to assist you in achieving the business goals and objectives established by your organization.

This letter ("Engagement Letter"), together with the attached Professional Services Terms and Conditions – Non-Attest and Non-Tax Engagements ("Terms and Conditions") sets forth the purpose, objective, and scope of the project; confirms our understanding of the terms of our engagement; and conveys the nature and limitations of the services provided. Client agrees that it will hold the contents of this Engagement Letter in confidence and will not disclose, use, or copy the same in whole or in part for any purpose other than to evaluate Wipfli's engagement.

#### Project Purpose

The primary purpose of Wipfli's engagement is to assist with implementation of the Predictive Index (PI) software and services throughout the Client organization (the "Project").

#### Deliverables

Client will receive up to eight (8) hours annually for activities such as:

- Software support
- Strategy/check-in calls
- One-hour system demos or support webinars

Client is under no obligation to use these hours; and Wipfli is not obligated to carry these hours over into future agreements nor to provide any form of compensation for unused time. Further, should Client require more than the annual hours of dedicated support time, Wipfli reserves the right to charge for this additional time at our standard hourly consultant rate, dependent upon the resource required. Wipfli will provide notice before any additional time is charged to the Client.

#### Project Assumptions

Our engagement includes the following overall project assumptions:

- Client will enter into a software agreement with *The Predictive Index* which provides access to tools and reports for the modules purchased

## Responsibilities of Management

This consulting engagement will be conducted in accordance with consulting standards established by the American Institute of Certified Public Accountants. When providing these services, Wipfli's professional standards require us to document that you understand and accept your responsibilities regarding these services, which include the following:

- Assume all management responsibilities and risks.
- Oversee the service by designating an individual, preferably within senior management, who possesses suitable skills, knowledge, and/or experience.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.

Wipfli specifically does not have the authority to perform management functions, make management decisions, or act in a capacity equivalent to an employee. In no event can Wipfli perform services or functions or assume any responsibility which would compromise Wipfli's professional independence under AICPA standards.

## Miscellaneous

In addition, and when applicable, our invoices will include processing fees, state and local jurisdictional sales taxes, travel time and travel expenses, and other out-of-pocket expenses. Travel time is not expected as we plan to conduct the services remotely. If travel is necessary, we will bill for travel time at 50% of standard billing rates.

We reserve the right to adjust the fee and/or scope if this Engagement Letter is not signed and returned to us within 30 days of the date of issuance.

## Service Delivery Team

Wipfli will provide a dedicated PI Practitioner to the Client. Other qualified members of Wipfli's staff will be assigned as needed at Wipfli's discretion.

## Service Delivery Schedule

PI services begin upon receipt of this signed Engagement Letter and confirmation of a signed PI Software Agreement to confirm alignment with the software agreement. Wipfli will work with Client to develop a service schedule to support Client's use of PI.

## Employment of Wipfli Personnel

Because our employees are highly qualified and knowledgeable and have had extensive training, many clients would like to employ them on a permanent basis. Because our employees are our most valuable and cherished resource, their separation would be a tremendous loss to our firm. As part of this engagement, we discourage any offers of employment from Client to our employees without prior written approval of the Engagement Manager for this engagement, without regard to whether that offer was a result of an advertisement for employment in a newspaper, recruiter, or direct solicitation from your organization.

Client agrees to pay Wipfli a placement fee of 40% of the employee's expected compensation (including bonuses) for the first 12 months at your organization if any Wipfli employee who participates in this engagement is hired by Client for any position during the period of this engagement, any other subsequent engagement, or a one-year period following the conclusion of such engagements between our organizations. This placement fee would be due and payable upon the employee's starting date of employment with your organization.

#### Approval to Proceed

If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please electronically sign the Engagement Letter via Adobe Acrobat Sign.

We appreciate the opportunity to serve you. Please do not hesitate to call if you have any questions about the work we are to perform or any other aspect of the services we can provide. Contact Megan Johnson at 952.548.3420.

Sincerely,



Wipfli LLP

ACCEPTED AND AGREED TO: **CAREER SOLUTIONS**

By: Tammy Biery  
Tammy Biery (Oct 24, 2023 15:57 CDT)

Date: 10/24/2023

Wipfli LLP  
Professional Services Terms and Conditions – Non-Attest and Non-Tax Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter ("Engagement Letter") to which these Terms and Conditions are attached, the Engagement Letter's other appendixes, and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or the Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli's independence from Client required pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as "we" or "us" or in a similar manner, and Client may be referred to as "you" or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter or Change Order shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli's Engagement Letter may set forth certain ranges for Wipfli's fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that

unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli's engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the schedule or the time for Wipfli's performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli's professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client's balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client's account becomes overdue and will not be resumed until Client's account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney's fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store,

Wipfli LLP  
Professional Services Terms and Conditions – Non-Attest and Non-Tax Engagements

or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

**7. Terms of Ongoing Support and Advice**

Any ongoing support and advice provided by Wipfli, whether or not it is covered by an engagement letter or Change Order, shall be subject to Wipfli's Terms and Conditions and will be provided under the same terms and conditions that would apply to services defined in Wipfli's Engagement Letters or Change Orders.

**8. Intellectual Property Rights**

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder.

All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

**9. Mutual Confidentiality**

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

**10. Third-Party Products and Subcontractors**

When Wipfli is requested by Client through an engagement letter or Change Order to provide assistance with third-party products, Wipfli will use commercially reasonable efforts (as defined by Wipfli) to research, learn, and assist Client in the use of third-party products. However, Wipfli shall not be held liable for the use of or results derived from software or other products or services that have been written, produced, or provided by third parties. Client accepts all responsibility for, and risk-of-loss associated with, all such use of third-party software, hardware, and products and services. Client accepts full responsibility for all communications with, and indemnifies and holds Wipfli harmless from, claims by third-party software developers, vendors, contractors, and/or subcontractors who have not been directly commissioned, engaged, retained, or hired by Wipfli. Wipfli hereby expressly disclaims all liability to Client or to any third parties that might be affected by the services performed or equipment installed by a third party who has not been directly commissioned, engaged, retained, or hired by Wipfli.

**11. Tax Responsibilities**

Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client related to the Engagement Letter.

**12. Independent Contractor**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

**13. Non-Exclusivity**

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter or Change Order. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

Wipfli LLP  
Professional Services Terms and Conditions – Non-Attest and Non-Tax Engagements

**14. Allocation of Risk and Limitation of Liability**

In no event will either party to this Engagement Letter be liable to the other for claims of punitive, consequential, special, or indirect damages. Wipfli's liability for all claims, damages and costs of Client arising from this engagement shall be limited to the amount of fees paid by Client to Wipfli for the services rendered under this Engagement Letter and any corresponding Change Order, provided that the foregoing limitation shall not apply in the event of Wipfli's fraud or willful misconduct. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform the services described in the Engagement Letter, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation made by a member of Client's management that has caused, in any respect, Wipfli's breach of contract or negligence.

**15. Dispute Resolution**

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

**16. Governing Law**

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

**17. Severability**

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

**18. Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

**19. Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest

the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

**20. Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

**21. Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

**22. Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.



# The Predictive Index | Order Form

101 Station Drive, Westwood, MA 02090

Order number : Q-508263

## Client Information

**Client Name:** CAREER SOLUTIONS  
**Client Address:** 1542 Northway Dr  
St Cloud, Minnesota 56303  
United States  
**PI Certified Partner:** Wipfli LLP  
**Client Group:**

**Contact Name:** Tammy Biery  
**Phone:**  
**Email:** tammy.biery@csjobs.org  
**Partner Consultant:** Megan Johnson  
**Key Contact:** Tammy Biery

*The Key Contact will have full administrative rights to the Client account, and will be the individual designated to make account changes.*

## Order Details

**Start Date:** December 10, 2023  
**Billing Frequency:** Annually  
**Term:** 12 months

**Payment Terms:** Net 30  
**Employee Headcount:** 50

Module	Module Description	Module Tiers	Annual Price	Total Price	Billing Frequency
Basic (Hire and Inspire)	PI software access for Hire and Inspire tools. Unlimited access to multiple users to PI assessments, guides, and tools used for hiring and management. (Up to 50 Employees).	50 Employees	USD 5,540.00	USD 5,540.00	annual subscription
Design Subscription Plan	Access to PI Design software. Build high-performing teams that deliver results for your business. (Up to 2 Teams).	2 Teams	USD 1,200.00	USD 1,200.00	annual subscription

### Totals

Total Subscription Price	USD 6,740.00
<b>Total Order Value</b>	<b>USD 6,740.00</b>





# The Predictive Index | Order Form

101 Station Drive, Westwood, MA 02090

Order number : Q-508263

*Client hereby orders from Predictive Index the software described in this order form ("Order Form"). This Order Form is issued under and incorporates the terms of the Client Software Agreement located here: <https://www.predictiveindex.com/terms/>. In the event Client and PI agree to either: (i) any modification of the Client Software Agreement and/or (ii) to any other terms or master agreement, those terms shall control over any conflicting terms in the Client Software Agreement.*

*NOTE: No agreements or other terms entered into by and between Client and a PI Certified Partner shall apply to the Products and Services or The Predictive Index. The effective date is the date last signed. Workshops purchased are only valid up to 12 months after date of purchase, and workshop credits are non-refundable.*

## Acknowledged and Accepted

Name: Tammy Biery  
Title: Executive Director  
Authority: C-Level  
Signature: Tammy Biery  
Date Signed: Oct 24, 2023  
Tax Exempt Organization: No  
Exemption Certification Number:  
Purchase Order Required: ☐  
Purchase Order Number:



## The Predictive Index | Order Form

101 Station Drive, Westwood, MA 02090

Order number : Q-508263

---

### Amendment to Client Agreement

#### Terms

#### CAREER SOLUTIONS:

This ADDENDUM is attached to and forms part of the Predictive Index Client Agreement dated 12/10/2023. To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the Predictive Index Client Agreement or the Predictive Index Terms of Service, it is expressly understood and agreed that the terms of this ADDENDUM shall control.

#### Term:

This Agreement shall not automatically renew. Renewal shall require written approval of Client.

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
2024	020200 - Trade and Industry Custom				

**STATE OF MINNESOTA****MINNESOTA STATE COLLEGES AND UNIVERSITIES****St Cloud Technical and Community College****CUSTOMIZED TRAINING INCOME CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of St Cloud Technical and Community College (hereinafter Minnesota State), and Career Solutions located at 1542 Northway Dr., Suite 2, Saint Cloud, MN, 56303 hereafter "PURCHASER" agree as follows:

1. DUTIES OF Minnesota State. Minnesota State agrees to provide the following:
  - a. Title of Instruction/ Activity/ Service: Power UP Program Project Discovery Days
  - b. Date(s) of Instruction/Activity/Service: Session #1: Wednesday November 1st, 4:00pm to 7:00pm  
Session #2: Date TBD  
Session #3: Date TBD  
Session #4: Date TBD
  - c. Instructor/ Trainer/ Consultant: Brian Nelson, Shae Macheal or another qualified instructor.
  - d. Location: SCTCC Campus (Room 1-377, Carpentry Lab).
  - e. Other Provisions:
2. DUTIES OF THE PURCHASER. The PURCHASER agrees to provide: Participants information for SCTCC records.
3. SITE OF INSTRUCTION/ ACTIVITY/ SERVICE: College shall make all of the arrangements, including any payment, for the location to be used for the Instruction/ Activity/ Service.
4. CONSIDERATION AND TERMS OF PAYMENT.
  - a. COST.  
Cost of Instruction/ Activity/ Service (total or per hour): \$4,800.00 for 4, Power-Up Project Discovery Day Sessions.  
Cost breakdown:  
- \$1,200.00 per session to include classroom, instructor, and project building materials.

- \$400.00 to cover the base cost of the classrooms and instructors.
- \$800.00 will be allocated toward building materials.

Any portion of that \$800.00 that is not utilized will be credited to the next session.

Upon completion of the 4 sessions the remaining available funds not utilized for project materials will be credited back to Career Solutions to reflect cost for materials utilized.

Other Fees:

Notwithstanding the thirty (30) day notice period established in paragraph 7, in the event that the PURCHASER desires to cancel or reschedule the Instruction/ Activity/ Service due to low enrollment, PURCHASER shall give at least 3 days' notice in writing to Minnesota State's authorized agent to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, Minnesota State shall be entitled to payment calculated according to paragraph 7. If the Instruction/ Activity/ Service is rescheduled as provided herein, payment shall be according to this paragraph 4.

- b. TERMS OF PAYMENT. Minnesota State will send an invoice for the Instruction/ Activity/ Service performed. The PURCHASER will pay within 30 days of receiving the invoice. Please send payment to:

**St. Cloud Technical & Community College, 1-401 Northway Building, 1540 Northway Dr., St. Cloud, MN 56303 (320) 308-5973**

5. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

- a. PURCHASER'S authorized agent:

Name: Tammy Biery  
Title: Executive Director  
Address: 1542 Northway Drive, Suite 2, St. Cloud, MN 56303  
Telephone: 320-308-5702  
E-Mail: tammy.biery@csjobs.org  
Fax:

- b. Minnesota State's authorized agent:

Name: Jennifer Erickson  
Title: Director of Customized Training  
Address: 1215 15th Street North, St Cloud, MN  
Telephone: (320) 308-5940  
E-Mail: jennifer.erickson@sctcc.edu  
Fax:

- 6. TERM OF CONTRACT. This contract is effective on 10/5/2023 or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until 12/20/2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The PURCHASER understands that no work should begin under this contract until all required signatures have been obtained.
- 7. CANCELLATION. This contract may be canceled by the PURCHASER or Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the other party. In the

event of such cancellation, Minnesota State shall be entitled to payment, determined on a pro-rated basis, for work or Instruction/Activity/Service satisfactorily performed.

8. ASSIGNMENT. Neither the PURCHASER nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
9. LIABILITY. The PURCHASER 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 PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for Minnesota State's failure to fulfill its obligations pursuant to this contract.
10. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER 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 PURCHASER 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 PURCHASER or Minnesota State.
12. RIGHTS IN ORIGINAL MATERIALS. The College shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentations, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed College/University and its employees individually or jointly with others or any subcontractors in the performance of its obligations under this contract. This provision shall not apply to the following materials:  
N/A
13. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the parties' duty to perform obligations shall be suspended.
15. OTHER PROVISIONS. (Attach additional pages(s) if necessary): 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 Technical and Community College**

<small>DocuSigned by:</small> By (authorized signature) <i>Jennifer Erickson</i>
<small>9E6A982D8944453...</small> Title Interim Dean-Business IT and Education
Date 31-Oct-2023   9:40:56 AM CDT

**2. PURCHASER: Career Solutions**

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

<small>DocuSigned by:</small> By (authorized signature) <i>Tammy Berry</i>
<small>F05A6D83B362467...</small> Title Executive Director
Date 31-Oct-2023   7:40:21 AM PDT

By (authorized signature)
Title
Date

**3. AS TO FORM AND EXECUTION:**

By (authorized college/university/system office initiating agreement)
Title
Date

**Certificate Of Completion**

Envelope Id: E7FFFE2C733C44B3ADB2FF30F025DBE7

Status: Completed

Subject: Contract for upcoming training

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

June Hirdler

AutoNav: Enabled

30 7th St E Ste 350

Enveloped Stamping: Enabled

Saint Paul, MN 55101

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

JHirdler@sctcc.edu

IP Address: 34.202.86.120

**Record Tracking**

Status: Original

Holder: June Hirdler

Location: DocuSign

10/31/2023 9:38:26 AM

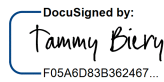
JHirdler@sctcc.edu

**Signer Events**

Tammy Biery

tammy.biery@csjobs.org

Executive Director

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
F05A6D83B362467...Signature Adoption: Pre-selected Style  
Using IP Address: 134.29.178.180**Timestamp**

Sent: 10/31/2023 9:38:44 AM

Viewed: 10/31/2023 9:40:13 AM

Signed: 10/31/2023 9:40:21 AM

**Electronic Record and Signature Disclosure:**

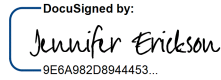
Accepted: 10/11/2021 12:37:47 PM

ID: 39ac1c24-4d6e-4af3-a7fb-a2a051e73a32

Jennifer Erickson

jennifer.erickson@sctcc.edu

Interim Dean-Business IT and Education

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
9E6A982D8944453...Signature Adoption: Pre-selected Style  
Using IP Address: 134.29.178.201

Sent: 10/31/2023 9:40:22 AM

Viewed: 10/31/2023 9:40:44 AM

Signed: 10/31/2023 9:40:56 AM

**Electronic Record and Signature Disclosure:**

Accepted: 10/31/2023 9:40:44 AM

ID: 47118851-bae6-4f18-a6c4-6a4438c4aa8e

**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

10/31/2023 9:38:44 AM

Certified Delivered

Security Checked

10/31/2023 9:40:44 AM



Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	10/31/2023 9:40:56 AM
Completed	Security Checked	10/31/2023 9:40:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Minnesota State Colleges and Universities:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

### **To advise Minnesota State Colleges and Universities of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Minnesota State Colleges and Universities**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Minnesota State Colleges and Universities**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

**Client Waivers**

Period:

7/1/2023

to

6/30/2024

#	CLIENT WF1 ID#	CAREER PLANNER	PROGRAM NAME	DATE	DESCRIPTION	CODE *	\$ OVER LIMIT	BOARD APPROVAL DATE
3	202182738	Angela Schmitz	TANF	9/27/2023	Funding Limitations	07	1 additional month	
4								
5								
6								
7								
8								
9								
10								
							\$ -	

CAREER SOLUTIONS CLIENT WAIVER LIST		Period:	7/1/2017	to	6/30/2024
CODE	DESCRIPTION	COUNT	AMOUNT		
00	Other Credential Training	0	\$		-
01	Classroom Training	0	\$		-
02	Short-Term Training	0	\$		-
03	Non-Cred Training	0	\$		-
04	Other Training	0	\$		-
05	Transportation	0	\$		-
06	Tools/ Work Clothing	0	\$		-
07	Housing/ Rent	1	\$		-
08	Counseling	0	\$		-
09	Health Care	0	\$		-
10	Child/ Dependent Care	0	\$		-
11	Non-Targeted Training	0	\$		-
		1	\$		-

## **Agenda Cover Sheet: Renewing the Executive Director Authorized to Sign Training Contracts**

### **Agenda Items:**

In May 2020, the Joint Powers Board approved the Executive Director the authority to sign training contracts as long as there are funds in the budget and Career Solutions brings forth the contract at the next board meeting via consent agenda. Between January – October 2023, Executive Director has signed 14 training contracts which timing was imperative as many of these training programs began within a few days/weeks. As a result, Career Solutions didn't need to call a special meeting for approval on a training contract. Contracts details below:

### **St. Cloud Technical & Community College Contracts:**

- Construction Discovery Day 7/1/2023-6/30/2024– signed 7/5/2023, \$695/session
- Healthcare Discovery Day 7/1/2023-6/30/2024– signed 7/5/2023, \$695/session
- Welding Cohort – signed 1/17/2023 & started 3/24/2023, \$3,166/participant (est.)
- CDL Discovery Day Contract 7/1/2023-6/30/2024– signed 7/5/2023, \$350/session
- Welding Discovery Day Contract 7/1/2023-6/30/2024 – signed 7/5/2023, \$695/session
- Power Up Program Discovery Day – signed 10/5/2023 & started 10/5/2023 \$695/session
- Power Up Program Discovery Day – signed 10/31/2023 & started 11/1/2023 \$1,200/session
- Foundations of Construction and Manufacturing for CareerTWO, signed 7/24/2023 & started 7/25/2023 \$6,000
- CareerONE Track Contract, signed 6/2/2023, started 6/26/2023, cost varied per track
- CareerTWO Track Contract, signed 6/2/2023, started 6/26/2023, cost varied per track
- CNA Test Preparation and Testing signed 9/19/2023, started 9/22/2023,\$1,850

### **Other Training Contracts:**

- Alexandria Customized Training Contract: CareerONE Training Contract – Signed 5/1/2023 & started 6/26/2023 \$8,140
- USI Training Contract on Respectful Workplace, signed 3/8/2023, started 4/19/23, \$1,500
- WIPFLI Contract to provide Predictive Index Training/Renewal, signed 10/24/2023, training scheduled – TBD

Career Solutions is asking we renew this authorization for the Executive Director to sign training contract until 12/31/2024.

**Financial Impact:**

Funds allocated within budget.

**Action Requested:**

Approved the Executive Director has the authority to sign training contracts under \$10,000 until 12/31/2024 and bring forth copies of the contracts to the board via consent agenda.