

December 1, 2025

Waterville-Elysian-Morristown ISD #2143
500 E. Paquin St.
Waterville, MN 56096

Dear Mark Winter and Margaret Jewison,

Thank you for this opportunity to present Jade Axis Solutions' proposal for human resources and payroll services.

I am available to further discuss the attached proposal at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Annemarie Lanning', with a stylized flourish at the end.

Annemarie Lanning
President/Owner
612-598-6601

Enclosure

HUMAN RESOURCES & PAYROLL SERVICES PROPOSAL

For

Waterville-Elysian-Morristown ISD#2143
500 E. Paquin St.
Waterville, MN 59096

Jade Axis Solutions Inc. (JAS) is pleased to propose our services for professional human resources and payroll services.

This recommendation and proposal includes the following sections and documents:

1. Executive Summary:
 - Goals and benefits of services
 - Scope of proposed services
 - Arrangements
2. Scope of Services and Responsibilities
3. Services Agreement and Signature Page

Executive Summary

JAS Goals

- **Innovation in School Business Management** Develop and deliver creative solutions that improve efficiency and effectiveness in school operations.
- **Cost-Effectiveness** Provide affordable alternatives that reduce overhead for public school districts.
- **Support for Leadership** Assist boards of education and superintendents by taking on complex business functions, freeing them to focus on academic leadership.
- **Operational Excellence** Ensure compliance, transparency, and accountability in financial and administrative processes.
- **Scalability & Flexibility** Offer services that can adapt to the unique needs of different districts, whether large or small.

JAS Business Strategy

- **Alternative Service Model** Position themselves as a trusted partner offering outsourced or supplemental school business management services.
- **Value Proposition** Highlight savings in time, money, and resources compared to traditional in-house management.
- **Technology Integration** Use modern tools and systems to streamline payroll, budgeting, procurement, and reporting.
- **Stakeholder Engagement** Build strong relationships with school boards, superintendents, and community stakeholders to align services with district goals.
- **Continuous Improvement** Regularly evaluate and refine services to stay ahead of evolving educational and financial challenges.

Scope of Proposed Services

JAS agrees to provide to the Waterville-Elysian-Morristown ISD #2143 Professional Human Resources and Payroll Services according to the job summary listed below.

On-Site Time:

HR and Payroll: One day per week

Human Resources

District benefit administration including open enrollment
Reporting & Compliance
Negotiations Costing
Bargaining Agreement Maintenance

JAS	Dist
90%	10%
90%	10%
50%	50%
10%	90%

Payroll

Process Payroll According To District Calendar
Calculate and Remit Federal and State Payroll Taxes & Prepare State and Federal Payroll Tax Returns
State Employment and Unemployment Reporting and PFML oversight
State Retirement Reporting (TRA and PERA)
Process Statutory and Other Miscellaneous Deductions and Withholdings
Issue W2's and 1095 forms

X
X
X
X
X
X

Arrangements

The Waterville-Elysian-Morristown ISD #2143 will receive JAS Professional Human Resources and Payroll Services in accordance with the following arrangements.

Commencing January 1, 2026, JAS shall be paid compensation for the services proposed herein at the rate of:

Human Resources and Payroll Services: \$40,000

\$40,000 (12 Month Contract) paid Monthly or Semi Annually in advance:

Monthly, in advance:	\$3,333.33
Semi-Annually, in advance:	\$20,000.00

Travel & Incidental fees:

- Mileage reimbursed at IRS enacted rate

Fee arrangements for years 2 & 3 shall increase at a rate of 4% annually.

1. Human Resources and Payroll Responsibilities

It shall be the responsibility of JAS to compensate outside consultants retained or hired by JAS to fulfill obligations under this Agreement.

JAS Services Agreement

THIS AGREEMENT, is made and entered into by and between the Waterville-Elysian-Morristown ISD #2143 (hereinafter referred to as the "School District"), and Jade Axis Solutions (hereinafter referred to as the "Contractor").

Scope of Services

The Contractor agrees to provide professional Human Resources and Payroll services to the School District according to the proceeding Scope of Services Summary.

Articles of Agreement & Recitals

WHEREAS, the School District is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the School District desires to retain and compensate a qualified consultant to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the School District for the performance of any services or to obligate the School District. The Contractor is not an agent, servant, or employee of the School District and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive accounting consultant for the School District during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the School District at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at his/her expense, with coverage satisfactory to School District, in its sole discretion, which liability insurance Contractor must secure and maintain during the term of this Agreement. Contractor must provide School District with proof of liability insurance coverage prior to performing services under this Agreement.

ARTICLE II

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence on upon board ratification of this agreement and will remain in effect for a period three years. This Agreement will remain

in full force and effect during the term of this Agreement, but may be terminated as provided in sections 2 and 3.

Section 2 School District's Termination Rights: School district may terminate this Agreement upon sixty (60) days written notice in the event the School District determines in its sole discretion that it is not in the School District's best interests to continue using Contractor's services.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to School District (i) in the event School District does not pay Contractor compensation within fifteen (15) days after invoice is received by School District. In the event of non-payment by the School District, Contractor shall give School District an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days to remit such payment, prior to giving a notice of termination. Contractor may terminate this Agreement upon sixty (60) days written notice in the event the Contractor determines in its sole discretion that it is not in the Contractor's best interests to continue providing services.

ARTICLE III

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than thirty (30) days prior to the expiration of this Agreement, the School District may provide written notice of intent to renew this Agreement for an additional term upon terms and conditions agreed upon by both parties to the Agreement.

ARTICLE IV

INDEMNIFICATION

Section 1 Release and Indemnify: The Contractor agrees to defend, hold harmless, and indemnify the School District and its board members, its administration, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Contractor, or of the Contractor's employees or agents, in regard to the Contractor's performance under this Agreement, including, but not limited to, any and all liabilities, demands, losses, claims, damages, fines, judgments, attorneys' and witness fees.

ARTICLE V

GENERAL

Section 1 Authorized School District Agent: The School District's authorized agent for the purpose of administration of this Agreement is the School Board. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the School District, and any such data and materials shall be remitted to the School District by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and

maintained by the Contractor in accordance with applicable federal, state and local laws regarding data privacy.

Section 5 Entire Agreement: This Agreement is the entire agreement between the School District and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Signature Page

**AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES TO
WATERVILLE-ELYSIAN-MORRISTOWN ISD #2143**

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

Waterville-Elysian-Morristown ISD #2143
500 E Paquin St.
Waterville, MN 56096

Name _____

Title _____

Date _____

Jade Axis Solutions Inc.
c/o Annemarie Lanning
3333 Chase Drive
Minnetonka, MN 55305

Name _____

Title _____

Date _____

EIN: 39-4956055
S-Corp, 1099 not needed