



Partner ED, LLC - CLIENT SERVICES AGREEMENT

This Client Service Agreement ("Agreement") is made and entered into on October 10, 2025, by and between: Partner ED, LLC, a Minnesota limited liability company ("Partner ED"), and McLean County Unit District No. 5 ("Client"). Each may be referred to individually as a "Party" and collectively as the "Parties."

ARTICLE I – TERMS OF SERVICES

1. Relationship of Parties: The Parties acknowledge that Partner ED and its consultants are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, fiduciary, or agency relationship. Neither Party has authority to bind or create obligations for the other.
2. Description and Scope of Services: Partner ED will provide consultants and/or contractors to perform professional consulting services, either remotely or on Client premises, as defined in individual Statements of Work (SOWs). Each SOW will specify consultant(s), duration, scope, deliverables, and fees.
3. Supervision and Management: Partner ED retains sole authority over all personnel matters relating to its consultants, including hiring, compensation, and performance evaluation. Partner ED directs and supervises service delivery to achieve desired outcomes. The Client retains responsibility for governance, decisions, and oversight of deliverables.
4. Professional Standards: All services shall adhere to the highest professional standards customary to comparable consulting engagements. Deviations from an SOW require written mutual agreement.
5. Intellectual Property: Partner ED retains ownership of all pre-existing materials, tools, and intellectual property. Work products specifically created for Client use under an SOW shall be licensed to the Client for internal use only.

ARTICLE II – PAYMENT TERMS

1. Fees and Invoicing: Fees and payment terms will be defined in each SOW. Partner ED shall invoice monthly unless otherwise stated. Payment is due upon receipt. Interest at 1.5% per month (18% annually) or the maximum allowed by law, whichever is lower, will accrue on invoices unpaid after 60 days.
2. Reimbursable Expenses: Only reasonable, actual expenses incurred for Client-related travel or materials will be billed.
3. Payment Method: Payments may be made by check or electronic transfer to the account designated on Partner ED's invoice.

ARTICLE III – TERM AND TERMINATION

1. Term: This Agreement commences upon Client board approval and remains in effect until terminated under this Article.
2. Termination: Either Party may terminate for convenience with 14 days' written notice. Either Party may terminate for cause in the event of material breach, fraud, or misconduct, provided written notice and reasonable opportunity to cure are given.
3. Effect of Termination: Upon termination, all rights granted herein cease. Partner ED shall be paid for services rendered and approved expenses incurred up to the effective termination date.

ARTICLE IV – PROTECTION OF PARTIES

1. Non-Solicitation / No-Hire Clause: Client shall not directly or indirectly hire, solicit, or engage Partner ED consultants during an engagement or within one (1) year thereafter, except through Partner ED. Breach will result in liquidated damages equal to 25% of the consultant's projected annual compensation.
2. Confidentiality: Each Party agrees to protect all confidential information disclosed by the other with the same care it uses for its own confidential information, but no less than reasonable care.
3. Compliance with Client Requirements: Partner ED and its consultants will comply with Client's confidentiality and compliance requirements as applicable.

ARTICLE V – MISCELLANEOUS

1. Indemnification: Each Party shall indemnify and hold harmless the other for claims, damages, or losses arising from its own negligence or willful misconduct.
2. Limitation of Liability: Neither Party shall be liable for special, incidental, or consequential damages, including lost profits or goodwill. Partner ED's total liability shall not exceed the fees paid for the applicable SOW, except in cases of gross negligence, willful misconduct, or breach of confidentiality.
3. Dispute Resolution: In the event of a dispute, the Parties agree to first seek resolution through mediation in Minneapolis, Minnesota. If unresolved, disputes shall be settled by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.
4. Compliance with Law: Each Party shall comply with all applicable laws. Partner ED may terminate immediately if Client fails to provide a safe or lawful working environment.
5. Guarantee of Service: If Client is dissatisfied with a consultant's performance, Partner ED will either replace the consultant or provide additional support. Partner ED makes no further warranties, express or implied.



PartnerED
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6. Force Majeure: Neither Party shall be liable for failure to perform due to causes beyond reasonable control, including natural disasters, acts of government, or labor disputes.
7. Entire Agreement and Amendment: This Agreement, together with all SOWs, constitutes the entire understanding between the Parties. Modifications must be in writing and signed by both Parties.
8. Governing Law: This Agreement shall be governed by the laws of the State of Minnesota, and any legal action shall be brought exclusively in the state courts of Washington County, Minnesota.

ACCEPTED AND AGREED

Partner ED, LLC

By: _____

Name: Denise Pontrelli

Title: Co-Founder & CEO

Date: _____

McLean County Unit No. 5

By: _____

Name: _____

Title: _____

Date: _____