

GOLDEN APPLE SCHOLAR PARTNERSHIP AGREEMENT

This GOLDEN APPLE SCHOLAR PARTNERSHIP AGREEMENT (this “Agreement”) is made and entered into effective as of April xxth, 2026 (“Effective Date”) by and between The Golden Apple Foundation for Excellence in Teaching, doing business as The Golden Apple Foundation, an Illinois not-for-profit corporation, with its principal place of business located at 901 W. Jackson, Suite 205, Chicago, Illinois, 60607, (“Golden Apple”) and Meridian Community Unit School District #223 an Illinois public school district, with its principal place of business located at 207 West Main Street, Stillman Valley, IL 61084 (“Meridian Community Unit School District #223”) (each, a “Party” and collectively the “Parties”).

1. **Background.** Golden Apple inspires, develops, and supports teacher excellence, historically in schools of need where high-quality teachers are most needed. Through its innovative programs offering methods, resources, and mentorship, Golden Apple works to enrich both student and teacher lives. Golden Apple directs a teacher preparation program that identifies talented high school seniors and first- and second-year college students from diverse backgrounds who have the promise and drive to be excellent teachers in high-need schools. Participants in this Golden Apple Scholars of Illinois program are referred to herein as “Scholars.” The Golden Apple Scholars program prepares aspiring teachers to be ready to teach from Day One in the most challenging teaching environments and to stay in teaching for a significant portion of their professional careers.

2. **Services Provided.** Meridian Community Unit School District #223 thereby engages Golden Apple, and Golden Apple hereby agrees to prepare teachers through the Golden Apple Scholars program to be placed at Meridian Community Unit School District #223, as more fully described herein (the “Services”).

- (a) Golden Apple will recruit and select Scholars for the Golden Apple Scholars program. Golden Apple will engage in marketing and outreach activities to recruit Scholars from the communities that the Meridian Community Unit School District #223 serves, as well as other relevant geographical areas. Golden Apple receives many applications for a limited number of Scholar opportunities and will select aspiring teachers to participate in the program based on its proprietary criteria.
- (b) Golden Apple will provide support to the Scholars through the Golden Apple Scholars program. This support includes:
 - (i) Tuition assistance throughout college through a partnership with the Illinois Student Assistance Commission provided that such tuition assistance is contingent on the receipt of funds by Golden Apple from the State of Illinois;
 - (ii) Scholar Institutes that include classroom teaching experience (at the Meridian Community Unit School District #223 when possible) and relevant coursework;
 - (iii) Academic and social-emotional support throughout Scholars’ undergraduate career;
 - (iv) Recruitment and placement support at the Meridian Community Unit School District #223, including providing the Meridian Community Unit School District #223 with a Golden Apple Scholar Resume Book (“Resume Book”) at least quarterly that includes a list of eligible Scholars for recruitment and teaching placement; and,

- (v) Mentoring during the first two years of teaching. The mentoring is provided by Golden Apple award-winning teachers (“Fellows”) and other qualified mentors. Mentoring includes direct observations and feedback to help the teachers improve as practitioners. The Scholars program supports aspiring teachers in developing successful practices from the start of their career, including teaching earlier than traditionally prepared teachers, observing teaching styles from Fellows and other master teachers, engaging in reflective exercises, and receiving evaluations of their performance and experiences on an ongoing basis. Upon graduation, Scholars have received a broad portfolio of knowledge and coursework that supplements their traditional teacher preparation.

3. Term and Termination. The initial term of this Agreement shall begin on April **xxth, 2026**, and continue through **June 30th, 2029** (the “Initial Term”). Thereafter, this Agreement shall automatically renew for three successive one-year terms (each, a “Renewal Term”) unless a Party notifies the other Party of non-renewal at least 90 days before the end of the initial term or any renewal term. For each Renewal Term, the parties shall execute a schedule (the “Schedule”) to this Agreement specifying the number of Scholars and fees due with respect to such Renewal Term in the form attached hereto as Exhibit A.

4. Compensation. As compensation for the Services, Meridian Community Unit School District #223 shall pay Golden Apple for placement and mentoring for Scholars named in the Resume Book as follows: (i) \$5,000 per Scholar recruited by Golden Apple and hired by Meridian Community Unit School District #223 to teach full-time, and (ii) \$2,500 per Scholar for each of the first- and second-years of mentoring services provided by Golden Apple to Scholars employed by Meridian Community Unit School District #223. The fees described in (i) above will be paid by Meridian Community Unit School District #223 to Golden Apple no later than November 15th of each year during the term of this Agreement, and the fees described in (ii) above will be paid by Meridian Community Unit School District #223 to Golden Apple no later than June 1st of each year beginning in 2026. Golden Apple will use its best efforts to provide two (2) Scholars who graduate in Spring 2026 (each a “2026 Scholar”) to Meridian Community Unit School District #223 as candidates for full-time teaching positions, and Meridian Community Unit School District #223 will determine whether to hire such Scholars in Meridian Community Unit School District #223’s sole discretion. **Nothing contained herein shall limit or prohibit Meridian Community Unit School District #223 from increasing or reducing the number of Scholars it requests for placement from Golden Apple in any such year within the original Term or the Amendment Term. Compensation to Golden Apple for placement and mentorship/coaching of Scholars shall be adjusted accordingly, consistent with the rates described herein and based on the actual number of placements made in any year.**

- (a) **Solely by way of example, according to the projections set forth above, on October 15, 2026, Meridian Community Unit School District #223 would pay Golden Apple the sum of \$10,000, which represents compensation for the following:**

Placement for two 2026 Scholars	\$5,000 per Scholar x 2 Scholars = \$10,000
Total	\$10,000

- (b) **Solely by way of example**, according to the projections set forth above, on June 1, 2027, Meridian Community Unit School District #223 would pay Golden Apple the sum of \$5,000, which represents compensation for the following:

Mentorship during first-year of teaching for two 2026 Scholars during the 2026-2027 school year	\$2,500 per Scholar x 2 Scholars = \$5,000
Total	\$5,000

- (c) **Solely by way of example**, according to the projections set forth above, on June 1, 2028, Meridian Community Unit School District #223 would pay Golden Apple the sum of \$5,000, which represents compensation for the following:

Mentorship during the second year of teaching for two 2026 Scholars during the 2027-2028 school year	\$2,500 per Scholar x 2 Scholars = \$5,000
Total	\$5,000

5. **Non-Circumvention.** Meridian Community Unit School District #223 agrees not to, directly or indirectly, enter into any contract or arrangement of any kind or nature or take any action which in any manner circumvents its obligations under this Agreement. However, the term “circumvention” shall not be considered to include the School District’s independent efforts to recruit and hire teachers, such as through website postings, job fairs, job banks, or other teacher recruitment activities, if the Scholars were not included in the Resume book post the effective date of a fully executed contract. Circumvention does not include the School District’s hiring of a Golden Apple Scholar on or before April xxth, 2026.
6. **Confidentiality.** In the performance of this Agreement, Meridian Community Unit School District #223 may have access to or be exposed to trade secrets and other proprietary and confidential information of Golden Apple (the “Confidential Information”). Meridian Community Unit School District #223 agrees not to disclose the Confidential Information to any person or entity or use the Confidential Information other than for purposes of this Agreement. Meridian Community Unit School District #223 has the right to communicate Confidential Information only to those officers, employees, and agents of Meridian Community Unit School District #223 who will need such information to perform this Agreement. Meridian Community Unit School District #223 further agrees (i) to advise such persons of the obligations of confidentiality, nondisclosure, and limited use contained in this Agreement and (ii) to take all appropriate precautions to ensure that all such persons who receive the Confidential Information hold the Confidential Information in confidence and do not disclose the Confidential Information at any time to any person. Meridian Community Unit School District #223 agrees to take the necessary precautions to maintain the confidentiality of Confidential Information by using at least the same degree of care as Meridian Community Unit School District #223 employs with respect to its own Confidential Information but in no case less than a reasonable degree of care. Upon termination of this Agreement or upon request

from Golden Apple, Meridian Community Unit School District #223 will return or, upon request, destroy all copies of the Confidential Information in its possession, custody, or control.

Notwithstanding the foregoing, nothing in this Agreement shall limit the Meridian Community Unit School District #223's obligation to comply with the Illinois Freedom of Information Act and Illinois Open Meetings Act.

7. Performance Evaluation. Meridian Community Unit School District #223 may provide Golden Apple with performance evaluation data on the Scholars to enable Golden Apple to measure success rates, improve its programs, and enhance its services over time.
8. Quarterly Meetings. Meridian Community Unit School District #223 and Golden Apple will meet at a minimum quarterly, or more frequently upon the reasonable request of either party, to discuss progress, milestones reached, quality control, and any requisite improvements to Golden Apple's service model.
9. Indemnification. Meridian Community Unit School District #223 and Golden Apple agree to indemnify, defend and hold harmless each other against any and all claims, losses, damages, and expenses, including reasonable attorneys' fees, arising from third-party claims against the party to be indemnified to the extent that such third party claim is based on (i) the acts or omissions of the indemnifying party, its officers, employees, and agents or (ii) the indemnifying party's breach of this Agreement.
10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

Except as expressly stated herein, Golden Apple disclaims all warranties, whether express or implied. In no event will Golden Apple be liable to Meridian Community Unit School District #223 or any other party for any reason whatsoever, whether such claims are contract or tort, for any form of indirect, special, punitive, consequential, or incidental loss, damage, or expense, even if Golden Apple is advised of the possibility thereof. Golden Apple's liability in the aggregate hereunder shall not, in any event, exceed the fees received by Golden Apple for Meridian Community Unit School District #223 for the particular service provided, giving rise to the claim.

11. Notices. All notices required hereunder shall be in writing and shall be deemed to have been given and received on the next business day if mailed for overnight delivery (with proof of mailing by courier receipt), and otherwise, on the fifth (5th) business day after the date on which mailed by registered mail, or certified mail, return receipt requested, to the address appearing on the first page hereof or such other address as provided by the Parties in writing. Notice may also be provided by email to Golden Apple to the attention of Corey Richardson at crichardson@goldenapple.org or to Meridian Community Unit School District #223 to the attention of Dr. Michael Plourde, Superintendent, mneathery@virginia64.com
12. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties and supersedes all previous discussions and agreements between the Parties with respect to the subject matter hereof. All provisions of this Agreement that are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.
13. Amendment and Waiver. This Agreement may not be altered, modified, superseded, or amended, and any of its terms may be waived except in a written agreement signed by both of the Parties. Except as otherwise provided herein, the failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time

thereafter. Nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

14. Assignment. A Party may not assign or subcontract this Agreement without the prior written consent of the other Party.
15. Relationship between Parties. The Parties do not intend for any agency, partnership, or employment relationship to be created between them by this Agreement.
16. Injunctive Relief. Meridian Community Unit School District #223 acknowledges and agrees that any breach of Section 5 or Section 6 of this Agreement may cause irreparable harm to Golden Apple, for which there may be no adequate remedy at law. Therefore, in the event of any breach of Section 5 or Section 6 of this Agreement, Golden Apple shall be entitled to seek immediate injunctive relief in addition to any other remedies it may have at law or under this Agreement.
17. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
18. Governing Law. This Agreement shall be controlled, construed, and enforced exclusively in accordance with the laws of the State of Illinois, excluding its choice of law rules. Both Parties agree to submit exclusively to the personal and subject matter jurisdiction of a state or federal court located in Cook County, Illinois, for resolution of all controversies arising out of or in connection with this Agreement.
19. Headings. The headings to the various paragraphs hereof have been inserted for convenience only and shall not affect the meaning of the language contained therein.
20. Signatures. Each individual executing this Agreement on behalf of any corporation or other legal entity that is a party to this Agreement represents that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said entity in accordance with its terms. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals. This Agreement may be executed in two counterparts, each of which shall be deemed an original but which together shall be deemed to constitute one and the same Agreement.

[REST OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement effective as of the Effective Date.

Golden Apple Foundation

Meridian Community Unit School District #223

By: _____
Alan Mather
President

By: _____
Dr. Michael Plourde
Superintendent

Date _____

By: _____
Alicia Winckler
CEO

Date: _____

Date: _____

Exhibit A

Schedule for Golden Apple Scholar Agreement

This Schedule, dated effective as of _____ (this “Schedule”), is executed pursuant to the Golden Apple Scholar Agreement dated effective as of April xxth, 2026 (the “Agreement”), by and between the Golden Apple Foundation for Excellence in Teaching, doing business as the Golden Apple Foundation, an Illinois not-for-profit corporation, with its principal place of business located at 901 W. Jackson Blvd., Suite 205 Chicago, IL 60607, (“Golden Apple”) and Meridian Community Unit School District #223, an Illinois public school, with its principal place of business located at 207 West Main Street, Stillman Valley, IL 61084 (“ Meridian Community Unit School District #223”) and shall be deemed to be a part thereof and incorporated therein. Capitalized terms used herein without definition are used as defined in the Agreement, and this Schedule is made subject to the terms and conditions of the Agreement. In the event of any conflict between the provisions of the Agreement and this Schedule, the provisions of the Agreement shall control unless this Schedule expressly provides otherwise.

The Parties hereby agree that for the Renewal Term beginning on _____ and ending on _____, Golden Apple will use its best efforts to present Scholars that graduate to Meridian Community Unit School District #223 as candidates for full-time teaching positions and Meridian Community Unit School District #223 will determine whether to hire such Scholars in Meridian Community Unit School District #223’s sole discretion. As compensation for the Services, Meridian Community Unit School District #223 shall pay Golden Apple as follows:

On _____, Meridian Community Unit School District #223 shall pay Golden Apple the sum of \$ _____, which represents compensation for the following:

Placement for ___ Scholars	\$ <u>5,000</u> per Scholar x ___ Scholars = \$ _____
Mentorship during first-year of teaching for ___ Scholars	\$ <u>2,500</u> per Scholar x ___ Scholars = \$ _____
Mentorship during second-year of teaching for ___ Scholars	\$ <u>2,500</u> per Scholar x ___ Scholars = \$ _____
Total	\$ _____

[REST OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Schedule effective as of the Effective Date.

**Golden Apple Foundation
#223**

Meridian Community Unit School District

By: _____
Alan Mather
President

By: _____
Name
Title

By: _____
Alicia Winckler
CEO

Date: _____

Date: _____