



AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT, effective _____ between Scoot Education, Inc., 5670 Wilshire Blvd, #1970, Los Angeles CA 90036 (“Scoot” “Us” “We”), and,

Navigator Schools, 650 San Benito St # 230, Hollister, CA 95023

(“Customer” “You” “Yourself”).

PART A - GENERAL CLAUSES

The following clauses are common to both the provision of educators and placement services.

1. DEFINITIONS

Annualized Gross Salary (AGS)	Means the annualized sum of all remuneration payable to a candidate placed (or sought for placement) in accordance with these terms (and if part time, calculated on a pro-rata basis).
Assignment	Means the hire or acceptance, in accordance with this Agreement, of one or more of our employees to perform work at your premises or anywhere else specified by you and approved by us.
Candidate	<p>Means anyone:</p> <ul style="list-style-type: none"> (a) who is seeking a permanent placement position through us; or (b) whom we have identified as a person: <ul style="list-style-type: none"> (i) who might consider seeking a permanent placement position through us; and (ii) about whom we are able to provide relevant information regarding that person’s suitability for a permanent placement position.
Confidential Information	<p>Means any information which you access or which is communicated to you in the course of our engagement by you and which is identified as confidential; or which you should reasonably expect to be confidential. It includes, but is not limited to: any trade secrets or information relating to our customers, or clients; customer requirements; employees and officers, employees of clients or customers; suppliers; workers; terms of trade; pricing lists or pricing structures; marketing information and plans; intellectual property; inventions; business plans or dealings; technical data; financial information and plans; designs; product lines; research activities; software and the source code of any such software, of ours.</p> <p>Confidential Information also means any information which Scoot or Scoot employees’ access or which is communicated to Scoot or Scoot employees in the course of Scoot’s engagement by Customer which is identified as confidential or</p>

	<p>which Scoot or Scoot employees should reasonably expect to be confidential. It includes, but is not limited to: confidential and/or proprietary information concerning Customer's operations and/or activities, including but not limited to information about Customer's students, families, employees, donors, business affairs, and financial plans.</p> <p>It does not include information that is generally available in the public domain unless by unauthorized use or disclosure or which you are required to disclose by law.</p>
Educator	Means one of Scoot's employees (including where the context requires their employee's agents and sub-contractors) assigned to work for Customer in accordance with this Agreement.
Substitute Bubble	Substitute Bubbles are a group of day-to-day Educators who are assigned to Customer school(s) for a specific period of time. Educators within a bubble are always assigned to Customer and must be used for day-to-day coverage, rather than long-term same-classroom positions.
TeachStart Fellow	Means one of Scoot's employees (including where the context requires their employee's agents and sub-contractors) who is enrolled in the TeachStart program and is assigned to work for Customer in accordance with this Agreement.
ParaPro Staffing	ParaPro staffing is available to Customers that require bespoke paraprofessional staffing of five (5) or more paraprofessionals, priced at an hourly rate. ParaPros have been specifically recruited to fill paraprofessional vacancies and have access to Scoot's paraprofessional customized training.
Placement	Means the Placement of Scoot's Candidate with Customer. Unless otherwise agreed in writing, the Placement Date will be the date that a Candidate accepts any offer of employment with, or engagement to provide services to, Customer.

2. ACCEPTANCE

You will be regarded as having entered into this Agreement when any of the following occur:

- (a) by signing and returning a copy of this Agreement;
- (b) by confirming acceptance of this Agreement in writing;
- (c) by requesting us to supply educators after receiving this document;
- (d) by requesting us to supply candidates for potential placement after receiving this document;
- (e) by authorizing a time sheet for one or more of our educators; or
- (f) by paying one of our invoices for the provision of educators or placement services.

3. CONFIDENTIALITY

The pricing in Exhibit A is confidential between Scoot and Customer. Customer will be permitted to use the Exhibit in connection with its business operations, responses to Public Records Act requests, and other uses as required by law.

Scoot will provide to the Customer within the time requirements required by law, any public records subject to a properly framed public records request.

4. INDEMNIFICATION

4.1 INDEMNIFICATION BY SCOOT

- i) Scoot will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, to the extent of the insurance limits set forth in Section 8, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:
 - (a) Scoot's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Scoot's capacity as the general employer of the Assigned Employees; and
 - (b) Breach of any obligation of Scoot contained in this Agreement.
- ii) Scoot's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties, (iii) the extent that any Damages are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Scoot against such Damages under Section 4.2.

4.2 INDEMNIFICATION BY CUSTOMER

- i) To the extent permitted by law, Customer will indemnify, defend and hold harmless Scoot and its directors, officers, employees and agents from and against all Damages imposed upon or incurred by Scoot other than for job-related bodily injury or death of an Educator covered by Workers' Compensation, arising out of any of the following:
 - (a) Customer's failure to comply with its obligations under applicable laws, regulations, ordinances or other contracts;
 - (b) Any claims asserted against Scoot or its Educator by students, their parents or representatives, Customer personnel or business invitees, or other third parties arising from conduct of the Educator while on assignment with Customer (except to the extent that such claim is determined to have been caused by the negligence of Scoot or the failure of Scoot full time staff personnel to reasonably fulfill their obligations regarding the recruitment, screening, and hiring of the Educator); or
 - (c) Breach of any obligation of Customer contained in this Agreement.
- ii) Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential Damages or (ii) to the extent any Damages are caused by any negligent act or omission or intentional misconduct of Scoot, its officers, employees or agents.

4.3 NOTICE

Customer and Scoot agree (i) to immediately notify each other in writing of any asserted claim but in no event later than five (5) business days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Scoot or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.

5. BILLING & PAYMENT FOR SERVICES

Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld.

- 5.1** Scoot shall invoice Customer on a weekly basis which invoice is to be paid within thirty (30) days of receipt. The rate of charge is set forth in Exhibit A. **If you have any issue with an invoice, you agree to raise it specifically before the due date and to timely pay that portion of the invoice which is not questioned. Any charge indicated on any invoice not challenged by you within 30 days of your receipt of said invoice shall be deemed presumptively valid.** Interest shall be imposed on any unpaid fees at the rate of eighteen (18%) per annum or the maximum amount allowable by applicable law, whichever is less. If any invoice for services remains unpaid for more than 60 days, the Company may suspend performing services for you until arrangements satisfactory to the Company have been made for payment of outstanding balance(s) and the payment of future fees and expenses.
- 5.2** The rate of charge is set forth in Exhibit A. Scoot may provide an annual update to Exhibit A via e-mail; outside of this annual change, any modification to rates must be set forth in writing and accepted by both parties. An e-mail exchange agreeing to a rate change will be deemed sufficient evidence of such an agreement but it will only apply to the specific position under assignment.
- 5.3** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item. Scoot will pay for any taxes that apply to the services of or compensation paid to the Educators.
- 5.4 Expenses incurred by a Candidate within the scope of their assignment (for example, mileage to attend meetings) will be charged to the Customer, passed through without mark up. Candidate expenses must be pre-approved by Customer.

6. TERM; TERMINATION

The term of this Agreement begins as of the date hereof and will continue in effect until canceled by either party upon not less than thirty (30) days prior written notice to the other. Scoot reserves the right to terminate this Agreement immediately in the event of delinquent payments. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination. Scoot reserves the right to issue an amended fee schedule (Exhibit A) at the commencement of each academic term.

7. NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees (i.e., not including educators) during the term of this Agreement and for a period of twelve (12) months thereafter. In the event Customer hires or solicits the employment of an Educator (as that term is defined in Part B below), then Customer understands and agrees that it shall be responsible for an Educator Placement Fee pursuant to section 4 of Part B of this Agreement.

8. WORKERS' COMPENSATION AND LIABILITY INSURANCE

Scoot will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

8.1 Workers' Compensation

Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;

8.2 Commercial General Liability

Commercial general liability insurance with a \$2,000,000 combined single limit per occurrence / \$4,000,000 aggregate and includes contractual liability and personal injury coverage;

8.3 Automobile Liability

Hired and non-owned auto liability insurance with a \$1,000,000 combined single limit per occurrence;

8.4 Umbrella Insurance

Umbrella policy of \$2,000,000 providing excess limits over the primary policies described above;

8.5 Abusive Acts Coverage

Abusive Acts liability insurance with a \$1,000,000 combined single limit per occurrence / \$1,000,000 aggregate.

Scout will provide Customer with a certificate of this insurance coverage upon request.

9. MISCELLANEOUS

9.1 Notices

- i) Any notices or other communications under this Agreement must be in writing or sent by e-mail with a request for confirmation and must be clearly marked as a communication related to the terms of this Agreement. Addresses shall be:

For Customer: 650 San Benito St # 230, Hollister, CA 95023

For Scout: 5670 Wilshire Blvd, #1970, Los Angeles CA 90036

- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by e-mail; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

9.2 Severability; Waiver

The unenforceability of any part of this Agreement shall not render the remainder unenforceable. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any future breaches or remedies.

9.3 Assignment

This Agreement may not be assigned without the prior written consent of the other party. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns.

9.4 Amendments

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties except that special addenda for purposes of specific assignments may be adopted, as to that assignment, through the exchange of e-mails containing the agreed upon terms and a return e-mail clearly accepting such terms.

9.5 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule.

9.7 Disputes

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof shall be determined by arbitration in Los Angeles, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

9.8 Attorneys' Fees

In the event of any legal action (including arbitration) to enforce or interpret this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses (including expert witness fees) of the prevailing Party in such amount as may be determined. In addition, such non-prevailing Party shall pay reasonable attorneys' fees incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party (including Collection Costs (defined below)).

9.9 Collection Costs

If we are required to use a collection agency or debt collector to collect money owed by Customer under the terms of this Agreement, Customer agrees to pay the reasonable costs of collection charged by such collection agency or debt collector and such costs may be added to the debt. These costs include but are not limited to any collection agency fees, reasonable attorneys' fees incurred by the collection agency, applicable interest or any other related cost (together, "Collection Costs").

9.10 Entire Agreement

This Agreement, its Exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

PART B – TEMPORARY EDUCATOR SERVICES

The provisions within this Part apply to the provision of temporary educators and should be read in conjunction with the relevant provisions of Part A.

1. SERVICES

Scot will assign to Customer temporary employees to perform services, typically as short or long-term substitute educators or paraprofessionals (hereafter generally referred to as “Educators”.) Educators shall report to the sites requested by Customer and shall be under Customer’s supervision while assigned. Any additional assignments to an Educator must be agreed to between Scot and Customer in a written addendum to this Agreement.

2. SCOOT’S COMMITMENTS

- 2.1. Scot will use its best efforts to recruit, employ and assign qualified Educators for assignments as requested by Customer.
- 2.2. Scot will screen Educators before employing them to verify that all Educators have submitted to a live-scan criminal history check via the DoJ and FBI with ongoing arrest notifications. Scot will ensure all Educators comply with the requirements of Education Code Section 45125.1 et seq. before they are permitted to perform services for the Customer. If Scot is notified of any arrest or other similar infraction regarding an active Educator, Scot will immediately remove that Educator from service and notify the Customer.
- 2.3. All Educators must have a physician-signed chest x-ray or medical professional signed risk assessment form proving that no risk factors are present or proving a negative tuberculosis test result within 60 days of date of hire with Scot Education, or more recent.
- 2.4. Scot will verify that all Educators are eligible to work in the United States.
- 2.5. Scot will provide all Educators with a means to report their working time and shall pay all Educators their wages and provide them all benefits for which they are eligible as Scot employees.
- 2.6. Scot shall handle all payroll-related tax and other withholding, as appropriate and shall provide Workers’ Compensation insurance for all Educators.
- 2.7. Scot shall require all Educators comply with Customer’s policies and procedures when the Educator is on Assignment to the Customer and shall further comply with any reasonable requests by Customer for Educators to execute other documents such as documents Customer may require regarding any Intellectual Property an Educator may develop while assigned to Customer.
- 2.8. Scot shall comply with all applicable laws, regulations and ordinances applicable to it as a temporary staffing agency and as the employer of the Educators.

3. CUSTOMER COMMITMENTS

- 3.1. Customer shall provide Educators with a safe and suitable workplace including appropriate training regarding any special hazards, evacuation procedures, etc.
- 3.2. Customer shall provide Educators with an orientation regarding all other applicable workplace expectations including school rules, student discipline, grading and homework policies, etc.

- 3.3. Customer shall supply Educator with appropriate lesson plans and educational materials and will provide usual and customary supervision of Educator while Educator is on assignment to Customer.
- 3.4. Customer shall provide Scoot with a prompt notice of any injury or altercation involving an Educator as well as any performance issue or complaint. Customer will permit Scoot to participate in any investigation should it so desire.
- 3.5. Customer shall be specifically responsible for the conduct of Educator with respect to any keys, cash, and confidential information and records of students and the Customer's regular employees to which Educator has access during the assignment. Customer also assumes responsibility (except to the extent covered by Workers' Compensation) in connection with any use of Customer vehicles or equipment in connection with the assignment.
- 3.6. Customer agrees that unless separately set forth in an addendum to this Agreement, Customer shall not assign an Educator sole custody of a single student, sole responsibility for supervising more than one classroom of students at a time, or administering or maintaining custody of any student medications.
- 3.7. Customer shall comply with all applicable laws, regulations and ordinances. No actions undertaken by Customer under this Agreement violate the terms of any other contract including any collective bargaining agreement.
- 3.8. Any qualifications or characteristics Customer requests for any assignment are based on essential bona fide occupational qualifications the determination of which is Customer's sole responsibility. Scoot is not responsible for screening Educators based on any qualifications or criteria which are not specifically disclosed by Customer.
- 3.9. Customer will inform Scoot if Customer currently subscribes to, or becomes a member of, any state-based teacher retirement funds (for example, CalSTRS in California).

4. EDUCATOR PLACEMENT FEE

Customer understands and agrees that Scoot employees are assigned to Customer to render temporary services and, absent a written agreement stating otherwise, are not assigned to become employed directly by Customer. Customer acknowledges the considerable expense incurred by Scoot to advertise, recruit, evaluate, train, and place its employees.

Customer agrees it will not, without prior written consent from Scoot, hire a Scoot employee, interfere with the employment relationship between Scoot and its employees, or directly or indirectly cause a Scoot employee to become employed by Customer or another temporary service provider.

If Customer, either directly or indirectly, solicits, offers employment, and/or hires a Scoot employee as an employee or consultant in any position, or utilizes the person's services through another temporary or outsourcing service company, or any person or entity affiliated with Customer refers a Scoot employee to any other employer and the employee becomes employed by that employer: (i) at any time from the date such employee is introduced to or placed with Customer by Scoot until twelve (12) months thereafter or (ii) within twelve (12) months after termination of employee's temporary assignment through Scoot with Customer, whichever is later, Customer agrees to pay Scoot a placement fee as outlined in Exhibit A (the "Educator Placement Fees").

SIGNATORIES

Signed: *James Sanders*

Name: James Sanders

Title: CEO

Date: 10/9/2024

Signed: _____

Name: _____

Title: _____

Date:

**EXHIBIT A
FEES FOR EDUCATORS**

This Exhibit A is incorporated and made part of the Agreement between Scoot and Customer. The pricing in Exhibit A is confidential and proprietary, to the extent allowable by applicable law. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to this Agreement without Scoot’s written permission, to the extent allowable by applicable law.

School Bill Rate⁺	Half-day rate (4 hours or less)	Half-day long-term rate (4 hours or less)[#]	Short-term day rate (up to 8.5 hours/day)	Long-term day rate (up to 8.5 hours/day)[#]
Support Staff	\$231	\$254	\$344	\$378
Paraprofessional	\$48/hour			
Teacher (emergency 30-day substitute permit or California credential)	\$250	\$275	\$373	\$410
TeachStart Fellow	N/A	N/A	\$452	\$452
Special Education Credential in SpEd role	\$313	\$344	\$466	\$513

* Because Scoot Educators are non-exempt hourly employees, additional charges over and above the standard School Bill Rate will apply in the event that an Educator is called upon to work overtime meaning a shift longer than eight and a half (8.5) hours, including a thirty (30) minute meal break, in a workday or more than forty (40) hours, excluding meal breaks, in a work week for the same Customer. Overtime is charged at 1.5x the prorated hourly bill rate according to the above table (e.g., overtime for a Teaching Assistant is charged at $\$344/8.5 \times 1.5$ per hour). Educators are instructed by Scoot that they should seek the approval of a duly designated supervisor at the Customer site before incurring overtime but, of course, the need to ensure proper supervision of pupils may necessitate an Educator staying over even if the designated supervisor is not immediately available. Consistent with professional best practices, Scoot Educators are directed to maintain supervision over assigned students until they are relieved by appropriate school personnel.

An Educator will be considered in long-term status if the same Educator has been scheduled at a Customer site for an assignment that is for more than 15 consecutive work days or an assignment has extended beyond 15 consecutive work days (half-days and full-days are counted the same) in the same academic year.

EDUCATOR PLACEMENT FEES

Scoot pricing for temp-to-perm placements is based upon the category of the Educator, timing of hire, or number of days the Scoot employee has worked at the hiring school during a single school year:

TEMP TO PERM FEES FOR NON TEACHSTART FELLOWS	
Days worked in school year	Fee[^]
1 - 90 days worked	10% of AGS to a minimum of \$5,000
91 - 180 days worked	5% of AGS to a minimum of \$2,500
180+ days worked	\$1,000

[^]Fee is based upon the total, annualized gross salary (AGS), including any additional allowances or benefits that can be monetized listed on contract between Customer and Scoot employee.

TEMP TO PERM FEES FOR TEACHSTART FELLOWS	
Hire date	Fee
September 1 to March 1	\$10,000
March 2 to May 31	\$5,250
June 1 to August 31	\$1,000

DISCOUNTS FOR SUBSTITUTE BUBBLES

A discount will be applied to any Educator assigned to a Substitute Bubble with Customer. Discounts are calculated based on size of bubble committed to by Customer and length of commitment according to the below table:

		Number of educators in bubble						
		1-10	11-20	21-30	31-50	51-75	76-99	100+
Bubble length (days)	1 month	0%	2%	3%	4%	5%	6%	7%
	3 months	3%	4%	5%	6%	7%	8%	9%
	School year	6%	7%	8%	9%	10%	11%	12%

The following terms apply to a Substitute Bubble:

1. If a Substitute Bubble is larger in size than originally committed to by Customer, the larger discount will be applied according to the above table.
2. If a Substitute Bubble is smaller in size than originally committed to by Customer due to Scoot being unable to source the requested number of Educators, the originally agreed discount will be applied.
3. Customer will have the option to renew a Substitute Bubble at the end of each commitment period.
 - a. Customer shall not have the option to decrease Substitute Bubble size or length other than at the time of a renewal.
 - b. Customer can choose to increase the size or extend the length of a Substitute Bubble at the start of each month and the larger discount will be applied to future invoices.
 - c. Substitute Bubbles may be canceled ahead of the notice period should an uncontrollable event force Customer to close its school(s) for a prolonged period (e.g., closure due to a pandemic or government order).
4. The Bubble Length is the length of commitment determined in calendar days. The Bubble Length also serves as the notice period for bubble cancellation.
 - a. All Substitute Bubbles must end on the last Friday of the month in which the renewal date falls.
 - b. Substitute Bubbles are active on any instructional school day, non-student days are not included.
5. Substitute Bubbles are considered long term assignments as they are at least 15 days in length.
6. Should an Educator who was part of a Substitute Bubble move to a long-term position with Customer (defined as a single assignment scheduled for 15 days or more), the Customer will be given the choice of backfilling that Educator to maintain Bubble size or decreasing the size of the Bubble however that may also decrease the Substitute Bubble discount applied to future invoices.
7. TeachStart Fellows cannot be included in a Substitute Bubble.

EXHIBIT B
EDUCATOR CANCELLATION POLICY

Customer must cancel an assignment no later than midnight before the assignment. If a cancellation is made before this time, no fee will be charged to the school. Cancellations made on the same day of the shift will result in a half-day charge according to the pricing in Exhibit A.

SCOOT GUARANTEE

Scout stands behind the quality and appropriateness of any candidate we recommend or assign to Customer school. However, Scout understands that at times unforeseen circumstances can deliver undesirable results.

EDUCATORS

Should a Scout Educator not satisfy requirements of the assigned position within the first 90 minutes of a half-day shift or the first four hours of a full-day shift, there will be no fee charged to the school or Scout will diligently work to replace the Educator as quickly as possible by another suitably skilled and qualified Educator.

To avoid a charge, the school must:

- (a) Inform Scout of the termination of the shift before the Educator leaves the school grounds.
- (b) Allow Scout a reasonable opportunity to resolve matters directly with the Educator.
- (c) The school must provide feedback on the reason(s) for the termination/cancellation.