



**AGREEMENT FOR STAFFING SERVICES**

**THIS AGREEMENT**, dated Monday, December 6, 2021 is between Scoot Education, Inc., 3839 Main St, Culver City CA 90232 (“Scoot” “Us” “We”), and,

TEACH Academy of Technologies  
 10045 S. Western, Los Angeles, CA, 90047

(“Customer” “You” “Yourself”).

**PART A - GENERAL CLAUSES**

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

**1. DEFINITIONS**

<b>Annualized Gross Salary (AGS)</b>	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).
<b>Assignment</b>	Means the hire or acceptance, in accordance with parts B and C of 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.
<b>Candidate</b>	<p>Means anyone:</p> <ul style="list-style-type: none"> <li>(a) who is seeking a permanent placement position through us; or</li> <li>(b) whom we have identified as a person:           <ul style="list-style-type: none"> <li>(i) who might consider seeking a permanent placement position through us; and</li> <li>(ii) about whom we are able to provide relevant information regarding that person’s suitability for a permanent placement position.</li> </ul> </li> </ul>
<b>Confidential Information</b>	<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</p>

	<p>course of Scoot's engagement by Customer which is identified as confidential or 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>
<b>Substitute Teacher</b>	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 Part B of this Agreement.
<b>TeachStart Fellow</b>	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 Part B of this Agreement. TeachStart Fellows hold at least a state substitute teacher permit.
<b>Placement</b>	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 in to 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 substitute teachers 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 substitutes; or
- (f) by paying one of our invoices for the provision of substitute 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 California 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.

### **3. NOTIFICATION OF CLAIMS**

- (a) 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.
- (b) 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.

### **4. 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.

### **5. 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 substitute teachers) during the term of this Agreement and for a period of twelve (12) months thereafter.

### **6. MISCELLANEOUS**

#### **6.1 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: 10045 S. Western, Los Angeles, CA, 90047

For Scoot: 3839 Main St, Culver City CA 90232

- 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.

#### **6.2 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.

#### **6.3 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.

#### **6.4 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.

#### **6.5 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.

#### **6.6 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.

#### **6.7 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 – SUBSTITUTE TEACHER SERVICES**

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

#### **1. SERVICES**

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

#### **2. PAYMENT FOR SERVICES**

Scout shall invoice Customer on a weekly basis which invoice is to be paid within seven (7) days of receipt. The rate of pay 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. Late charges will be imposed on any unpaid fees at the rate of eight (8%) per annum or the maximum amount allowable by applicable law, whichever is less.

#### **3. SCOOT’S COMMITMENTS**

- 3.1. Scout will use its best efforts to recruit, employ and assign qualified Substitutes for assignments as requested by Customer.
- 3.2. Scout will screen Substitutes before employing them to verify that all substitute teachers have submitted to a live-scan criminal history check via the DoJ and FBI with ongoing arrest notifications. Scout will ensure all Substitutes comply with the requirements of Education Code Section 45125.1 et seq. before they are

permitted to perform services for the Customer. If Scoot is notified of any arrest or other similar infraction regarding an active Substitute, Scoot will immediately remove that Substitute from service and notify the Customer.

- 3.3. All Substitute Teachers must have a physician-signed chest x-ray or physician signed risk assessment form proving that no risk factors are present or proving a negative tuberculosis test result within 60 days of employment with Scoot Education or more recent.
- 3.4. Scoot will verify that all Substitutes are eligible to work in the United States.
- 3.5. Scoot will provide all Substitutes with a means to report their working time and shall pay all Substitutes their wages and provide them all benefits for which they are eligible as Scoot employees.
- 3.6. Scoot shall handle all payroll-related tax and other withholding, as appropriate and shall provide Workers' Compensation insurance for all Substitutes.
- 3.7. Scoot shall protect Customer's Confidential Information and the Confidential Information of Customer's pupils including by requiring all Substitutes to execute a Confidentiality Agreement.
- 3.8. Scoot shall require all Substitutes comply with Customer's policies and procedures when the Substitute is on Assignment to the Customer and shall further comply with any reasonable requests by Customer for Substitutes to execute other documents such as documents Customer may require regarding any Intellectual Property a Substitute may develop while assigned to Customer.
- 3.9. Scoot shall comply with all applicable laws, regulations and ordinances applicable to it as a temporary staffing agency and as the employer of the Substitutes.

#### **4. CUSTOMER COMMITMENTS**

- 4.1. Customer shall provide Substitutes with a safe and suitable workplace including appropriate training regarding any special hazards, evacuation procedures, etc.
- 4.2. Customer shall provide Substitutes with an orientation regarding all other applicable workplace expectations including school rules, student discipline, grading and homework policies, etc.
- 4.3. Customer shall supply Substitute with appropriate lesson plans and educational materials and will provide usual and customary supervision of Substitute while Substitute is on assignment to Customer.
- 4.4. Customer shall provide Scoot with a prompt notice of any injury or altercation involving a Substitute as well as any performance issue or complaint. Customer will permit Scoot to participate in any investigation should it so desire.
- 4.5. Customer shall be specifically responsible for the conduct of Substitute with respect to any keys, cash, and confidential information and records of students and the Customer's regular employees to which Substitute 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.
- 4.6. Customer agrees that unless separately set forth in an addendum to this Agreement, Customer shall not assign a Substitute 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.
- 4.7. 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.

- 4.8. 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 Substitutes based on any qualifications or criteria which are not specifically disclosed by Customer.
- 4.9. Customer will inform Scoot if Customer currently subscribes to CalSTRS or becomes a member of CalSTRS.

## **5. BILLING & PAYMENT TERMS**

### **5.1. Invoices**

Scoot will invoice Customer each week for the services of the Substitutes at the rates set forth in Exhibit A or such other rates as the parties may agree upon at the time of Assignment. Any modification to rate 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.

### **5.2. Taxes**

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 Substitutes.

### **5.3. Expenses**

Expenses incurred by Substitutes within the scope of their assignment (for example, mileage to attend meetings) will be charged to the Customer, passed through without mark up.

## **6. 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:

### **6.1 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;

### **6.2 Commercial General Liability**

Commercial general liability insurance with a \$1,000,000 combined single limit per occurrence / \$3,00,000 aggregate and includes contractual liability and personal injury coverage;

### **6.3 Automobile Liability**

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

### **6.4 Abusive Acts Coverage**

Abusive Acts occurrence based liability insurance with a \$2,000,000 combined single limit per occurrence / \$2,00,000 aggregate;

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

## **7. INDEMNIFICATION BY SCOOT**

**7.1.** 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 6, 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:

- i) 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
- ii) Breach of any obligation of Scoot contained in this Agreement.

**7.2** 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 9.

## **8. INDEMNIFICATION BY CUSTOMER**

**8.1** 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 a Substitute covered by Workers’ Compensation, arising out of any of the following:

- i) Customer’s failure to comply with its obligations under applicable laws, regulations, ordinances or other contracts;
- ii) Any claims asserted against Scoot or its Substitute by students, their parents or representatives, Customer personnel or business invitees, or other third parties arising from conduct of the Substitute 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 Substitute); or
- iii) Breach of any obligation of Customer contained in this Agreement;

**8.2** 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.

## **9. SUBSTITUTE NON-SOLICITATION**

Customer is prohibited from hiring Substitutes to serve as substitutes directly employed by Customer during the term of this Agreement and for twelve (12) months hereafter unless engaging in Scoot’s temp-to-perm program as outlined in Exhibit A.

## **PART C – PLACEMENT SERVICES**

**The provisions within this Part apply to the provision of permanent and leave placement services and should be read in conjunction with the relevant provisions of Part A.**

### **1. PRESENTATION OF OUR CANDIDATES**

1.1 The presentation of one of our Candidates commences when we first forward to you any information about the Candidate whether on an identified, anonymous, or pseudonymous basis.

1.2 You may engage Scoot to supply Candidates on a non-exclusive basis or you may engage Scoot on an exclusive basis. You must inform us in writing at the outset of our engagement on what basis you are engaging us.

### **2. NON-EXCLUSIVE ENGAGEMENT**

2.1 If you engage Scoot on a **non-exclusive basis** you must:

- (a) provide us with full and accurate information about the position to be filled and Candidate required; and
- (b) not communicate directly with our Candidates other than as permitted under this Agreement.

2.2 If we present a Candidate on a **non-exclusive basis**:

- (a) we will take reasonable steps to ensure that we have the Candidate's permission to present that Candidate to you;
- (b) we make no representation or warranty that:
  - (i) the Candidate will be suitable for any position with Customer;
  - (ii) the Candidate's details and information as shown in the Candidate's resume or other background are accurate, relevant, complete, or up to date;
  - (iii) the Candidate's nominated referees have given positive references;
  - (iv) we have any exclusive entitlement to present the Candidate; or
  - (v) the Candidate has not already been presented to you by other means.

2.3 If after we have presented a Candidate on a non-exclusive basis you ask us (and we agree) to take steps to assess the Candidate's suitability with a view to our short-listing Candidates for your consideration, or to conduct pre-placement investigations or evaluation:

- (a) we will take reasonable steps to present only Candidates who, in our opinion, are potentially suitable for placement with a view to short-listing or assessing them for your consideration;
- (b) we will:
  - (i) when short listing or evaluating our Candidates take reasonable steps to validate relevant information which we collect from our Candidates however, we make no warranties in relation to the validity of a Candidate's credential(s) and/or qualifications if they were obtained outside the United States;
  - (ii) ensure so far as practicable that the information we provide when short-listing our Candidates is substantially accurate, relevant, complete and up to date;
  - (iii) alert you to those relevant aspects of our short-listed Candidate's information that we have not been able to satisfy ourselves are substantially accurate, complete or up to date;
  - (iv) arrange interviews with selected Candidates, involving our staff, and you if necessary;



- (v) make our short listing or evaluation observations to you; and
- (vi) subject to negotiating fees and charges, such further tasks as are specifically agreed in writing.

### 3. EXCLUSIVE ENGAGEMENT

3.1 You agree:

- (a) that if we are engaged on an **exclusive basis** with respect to any position which you require to have filled:
  - (i) you will expressly state the period of our exclusive appointment and confirm it to us in writing;
  - (ii) for the period of our exclusive appointment you will:
    - A. not brief any other employment service provider or agency with respect to the position;
    - B. direct any other employment service provider or agency who makes inquiry of you with respect to the position to make inquiry through us;
    - C. direct any applicant or Candidate for the position, whom we have not already presented to you in respect of that position, (including any Candidate who applies internally or directly to you or who is referred by any third party) to apply for the placement through us;
  - (iii) will use your best endeavors to assist us, in good faith, to fill the position within the period of our exclusive appointment;
  - (iv) following the expiration of the period of our exclusive appointment, unless you have terminated this Agreement or no longer require the position to be filled, you will continue to engage and authorize us to recruit for the position.

### 4. YOUR RESPONSIBILITIES

When engaged on a **non-exclusive or exclusive basis**, you agree:

- (a) to notify us immediately of:
  - (i) the outcome of any interview between you and our Candidate;
  - (ii) any employment offer (or acceptance of any offer) in relation to the placement of our Candidate with you, or a person on whose behalf or for whose benefit you may be acting, or to whom you have communicated any personal information about our Candidate. Your notification must include details of the remuneration or benefits offered;
  - (iii) your employment or engagement of our Candidate;
- (b) to provide us with a copy of the contract or an accurate summary of its contents within seven days of its being agreed by both you and the Candidate;
- (c) to include the following information in the contract or summary:
  - (i) the name of the Candidate;
  - (ii) the name of the person or entity engaging the Candidate;
  - (iii) status of the placement – whether fixed term/task, casual or non-casual and whether as an employment or in some other capacity;
  - (iv) the location of the job;
  - (v) the start date for the placement;
  - (vi) the hours the Candidate is to work per week;
  - (vii) a job description describing the work that the Candidate will be expected to perform;

- (viii) the experience, training and qualifications required of the Candidate;
  - (ix) details of any authorization required by law or any other professional body in order for the Candidate to undertake the placement (including but not limited to professional credential(s) or validation); and
  - (x) the Candidate's remuneration;
- (d) to pay us our fee for the placement if you breach any contract for the employment or engagement of our Candidate before the placement is complete and the contract terminates for that reason;
- (e) that you are responsible for satisfying yourself:
- (i) that our Candidate has the qualifications, training, and experience necessary to undertake the placement; and
  - (ii) that our Candidate meets any suitability, security, trade, professional, or occupational health and safety requirements imposed by law in order to work in the placement;
  - (iii) that our Candidate meets any other inherent requirements of the placement;
- (f) that you are responsible for obtaining work permits or the appropriate authorization for the Candidate to work, including the provision of any required documentation about the placement that our Candidate requires in order to apply for any necessary work permit, work authorization, visa or entry clearance including certification of suitability to work with any special population;
- (g) that unless specifically provided for within this Agreement we are not obliged to disclose to you the results of the pre-placement investigation or evaluation of our Candidates;
- (h) that you will not seek or receive any unlawful premium in respect of the engagement of our Candidates regardless of whether it is to be paid by the Candidate or by any other person. For the purpose of this provision "premium" includes a consideration, gift, allowance or forbearance for the engagement of our Candidate.

4.2 If you fail to comply with clauses 3.1(a) or 4 you will pay to us, as liquidated damages, an amount equal to the placement fee we would have charged if you had complied and we had placed a Candidate with you or presented a Candidate in respect of whose placement we would have been entitled to a placement fee.

4.3 You will allow us to advertise and source Candidates using any lawful medium available to us, unless agreed otherwise in writing with you.

## 5. OURS FEES AND CHARGES

5.1 When engaged on a **non-exclusive or exclusive basis**, we will charge you the fee set out in Exhibit A if, within twelve (12) months of our last presentation of our Candidate to you, that Candidate accepts a position with:

- (a) you, or
- (b) any of your Related Entities;
- (c) any of your other divisions;
- (d) another person
  - (i) on whose behalf or for whose benefit you may be acting, or
  - (ii) to whom, without our consent, you have disclosed personal information about that Candidate that we have provided to you.

5.2 If any component of our fee is calculated in whole (or in part) as a percentage of AGS and AGS has not been agreed with the successful Candidate at the time when we may invoice you for payment, AGS will be calculated on the basis of the highest AGS advised to us by you at any time up to invoicing.

5.3 If we present one of our Candidates for a placement that attracts commission or earned bonuses as part of the remuneration AND our fee is calculated in whole or in part as a percentage of AGS:

- (a) We will provide to you our estimate of the AGS inclusive of the commission and earned bonus and attempt to agree it with you;
- (b) AGS for the purpose of calculating our fees:
  - (i) will be calculated having regard to the estimated commission/bonus earnings indicated by any position description, authorized job advertisement, or key performance indicators that may be available;
  - (ii) if our estimate is disputed in writing within one business day of its being provided to you, a mutually agreeable, qualified third-party referee shall act as an expert and not as an arbitrator;
  - (iii) if not disputed in the manner set out at sub paragraph (ii) above, will be deemed to be the amount provided in our estimate.

5.4 We may vary our fees and charges by giving written notice to you. The variations will take effect from the earlier of 14 days after our notice to you or the date:

- (a) you tell us you accept them;
- (b) you request our services, or request us to continue providing services to you after we have provided you with notification of variation of our fees;
- (c) you accept an interview with, make an offer to, employ or engage a Candidate we have presented to you; or disclose information that we have provided to you about our Candidates to a third person without our consent.

5.5 You must pay our fees and charges, within seven (7) days. 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. Late charges will be imposed on any unpaid fees at the rate of eight (8%) per annum.

5.6 No claim or dispute raised with respect to our charges entitles you to set off against, or withhold payment of, the unpaid sum of our invoices.

5.7 We will provide a receipt to you when we receive the full payment of the placement fee.

5.8 You indemnify us for any costs (including legal costs on a solicitor and client basis) that we incur in taking any lawful steps to obtain overdue payment. You agree that we may recover the amount of those costs from you as a debt upon production of an invoice, which shall be sufficient proof of their amount

## 6. INDEMNITY

6.1 Because you are ultimately responsible for your decision to employ or engage our Placement Candidates and because once they are employed or engaged they work under your control, supervision and direction:

- (a) (NO REPRESENTATIONS)

We make no representation or guarantee that they will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal, or is not subject to any restraints or restrictions to or by any third parties;

(b) (NO LIABILITY)

- (i) We not be liable to you for, and you will hold us harmless against any Claims or other liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or indirectly by or from one or more of our Candidates (including their servants or agents) once they are employed or engaged by you, including as a result of the Candidate's negligence

(c) (IMPLIED TERMS)

Our liability for any breach of a term implied in this Agreement will be limited, at our option, to providing, or paying the costs of providing, the services again.

6.2 We are not responsible for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by you or for which you may become liable, arising out of the introduction of Candidates.

6.3 We are not responsible for errors, omissions or incorrect conclusions in the details provided concerning Candidates or contractors. You are responsible for the final recruitment decision and must satisfy yourself as to the suitability of the Candidate for the position or assignment.

6.4 The provisions of this clause 6 continue to bind the parties after this Agreement ends.

**7. TERMINATION PRIOR TO PLACEMENT**

7.1 If you terminate this Agreement after we have commenced sourcing Candidates but prior to the date of placement, you agree that you will indemnify us for any Claims made against us by a Candidate or that we may incur as a result of, arising from, or in any way related to your termination of this Agreement.

**SIGNATORIES**

Signed: *James Sanders*

Signed:

Name: James Sanders

Name:

Title: CEO

Title:

Date: Monday, December 6, 2021

Date:

**EXHIBIT A**

**FEES FOR SUBSTITUTES**

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.

Substitutes will be assigned to the following positions and at the following rates:

<b>Role classification*</b>	<b>Half-day rate (4 hours or less)</b>	<b>Short-term day rate</b>	<b>Long-term day rate#</b>
Support Position	\$178	\$265	\$292
Preschool (9+ ECE credits)	\$184	\$275	\$309
Teacher	\$200	\$299	\$336
TeachStart Fellow	\$221	\$330	\$380
Special Education Credential in SpEd Role	\$268	\$400	\$450

\* Because Scoot Substitutes are non-exempt hourly employees, additional charges over and above the standard Daily Bill Rate will apply in the event that the Substitute is called upon to work overtime meaning working more than eight (8) hours in a work day or more than 40 hours in a work week for the same Customer. Overtime is paid at 1.5x the Substitute’s hourly pay rate and will be marked up at the same rate as the standard daily pay. Substitutes 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 a Substitute staying over even if the designated supervisor is not immediately available. Consistent with professional best practices, Scoot Substitutes are directed to maintain supervision over assigned students until they are relieved by appropriate school personnel.

# A Substitute will be considered in long-term status if the same substitute has been scheduled at a Customer school 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.

**FEES FOR TEMP-TO-PERM**

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

<b>TEMP TO PERM FEES FOR TEACHING ASSISTANTS AND TEACHERS (NON TEACHSTART FELLOWS)</b>	
<b>Days worked in hiring school year</b>	<b>Fee^</b>
1 - 45 days worked	10% of AGS
46 - 90 days worked	5% of AGS
90+ days worked	No fee

^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 <sup>+</sup>	Delayed fee of \$5,250

<sup>+</sup> When hiring a TeachStart Fellow for a full-time teacher of record position, the temp-to-perm fee will be due after one year of employment with Customer. Placement fee is contributed by Scoot to Fellow's tuition expenses.

#### FEES FOR LEAVE, PERMANENT AND LEAVE-TO-PERM

Pricing is based upon a percentage of the proposed annualized gross salary (AGS) as outlined in the employee agreement. Leave placements are prorated based on the assignment length (e.g., a three-month assignment will be prorated at 25% of AGS).

Leave-to-perm placements are discounted by any leave placements fees already paid to Scoot for the specific candidate.

If a candidate is employed on a fixed or short term contract and the length of employment is extended, the initial fee paid will be deducted from the revised calculated fee.

As outlined in Part C, you may engage Scoot to supply Candidates on a non-exclusive basis or you may engage Scoot on an exclusive basis. Fees will differ depending on the chosen basis.

	Non-Exclusive Basis Fee	Exclusive Basis Fee
Leave placements	13% of AGS prorated by assignment length	11% of AGS prorated by assignment length
Permanent placements	13% of AGS	11% of AGS
Leave-to-perm placements	13% of prorated AGS less any relevant fees already paid to Scoot	11% of prorated AGS less any relevant fees already paid to Scoot
Senior executive placements	25% of AGS	20% of AGS

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.

## **EXHIBIT B**

### **SUBSTITUTE CANCELLATION POLICY**

Customer must cancel a substitute 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.

### **REPLACEMENT PERIOD – SUBSTITUTE TEACHERS**

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

To avoid a charge, the school must:

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

### **REPLACEMENT PERIOD – LEAVE PLACEMENTS**

If the employment of a leave candidate introduced to you by Scoot is terminated within the first 33% of the planned assignment length (e.g., during the first month of a three-month assignment), Scoot's Replacement Policy will take effect.

### **REPLACEMENT PERIOD – PERMANENT PLACEMENTS**

If the employment of a full-time candidate introduced to you by Scoot is terminated within 3 months from the commencement of that person's employment, Scoot's Replacement Policy will take effect.

### **SCOOT REPLACEMENT POLICY**

1. If within the replacement period, one of our short listed Candidates whom we have placed with you:
  - (a) performs unsatisfactorily in the placement for which he or she was presented and the placement is terminated for that reason; or
  - (b) terminates the contract then, subject to clause 1.1 and 1.2, we will use our best endeavors to present a replacement Candidate at no extra fee.
- 1.1 Our obligations under clause 1 arise if and only if:
  - (c) the Candidate was not already a replacement Candidate presented under clause 1;
  - (d) you pay or have paid our invoice by its due date;
  - (e) you notify us in writing immediately of becoming aware of any circumstance that may result in our being required to perform our obligations under this clause 1;
  - (f) you have provided accurate information on a regular basis during the replacement period so that we can conduct confidential and timely performance checks (and counseling) with you and with the Candidate for our own benefit and at our discretion. We are not under any obligation to pass on to you any information we collect from the Candidate under this clause;
  - (g) you notify us in writing of the termination of the employment, engagement or contract with or of the Candidate immediately, stating the effective date or, and reason(s) for, the termination;

- (h) you have made a reasonable attempt to induct and orient the Candidate into the workplace;
- (i) you have fulfilled all your other obligations arising under this Agreement in respect of the placement;
- (j) the termination of the Candidate's placement is not due to:
  - (i) any false or misleading representation made to the successful Candidate in connection with the placement;
  - (ii) redundancy, retrenchment, or your operational requirements;
  - (iii) any action on your part which might make the termination of the successful Candidate's employment or engagement unlawful, harsh, unjust or unreasonable; or
  - (iv) any breach by you of the terms of the contract with the successful Candidate; and
- (k) you agree to pay any advertising or additional charges which you authorize us to incur in locating another suitable Candidate.

1.2 All of the terms of this Agreement which apply to the presentation of Candidates generally continue to apply to the presentation of a replacement Candidate.

1.3 If a replacement Candidate is placed under this clause 1 at a higher AGS than the original Candidate AND our fee was calculated in whole or in part as a percentage of AGS, we may claim an additional fee referable to the increased AGS. However, no refund or credit will be paid by reason only that the AGS referable to the replacement Candidate is lower than that of the original Candidate. If no replacement candidate is placed, a credit will be applied for use at a later date.