

Terms of Service Addendum

EXHIBIT A FEES FOR SUBSTITUTES

This Exhibit A is incorporated and made part of the Agreement between Scoot and Customer for assignments scheduled on or after July 1, 2023.

The pricing in Exhibit A is confidential and proprietary. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to this Agreement without Scoot's written permission.

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

School bill rate*	Half-day rate (4 hours or less)	Half-day long-term rate (4 hours or less)	Short-term day rate	Long-term day rate#
Teaching Assistant (non-credentialed)	\$230	\$254	\$344	\$378
Teacher (Emergency 30-day substitute permit or California credential)	\$250	\$275	\$373	\$410
TeachStart ParaPro Fellow	N/A	N/A	\$378	\$378
TeachStart Scholar or Scholar+ Fellow	N/A	N/A	\$410	\$410
Special Education Credential in SpEd role	\$312	\$343	\$466	\$513

* 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.

TERMS FOR TEMP-TO-PERM

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 six (6) months thereafter or (ii) within six (6) 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.

FEEES 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:

TEMP TO PERM FEES FOR TEACHING ASSISTANTS AND TEACHERS (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	Delayed fee of \$5,250 ⁺

⁺ When hiring a TeachStart Fellow for a full-time teacher of record position, the temp-to-perm fee will be due after six months of direct employment with Customer.

PAYMENT FOR SERVICES

Scoot shall invoice Customer on a weekly basis which invoice is to be paid within thirty (30) 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 eighteen (18%) per annum or the maximum amount allowable by applicable law, whichever is less.

DISCOUNTS FOR SUBSTITUTE BUBBLES

A discount will be applied to any substitute 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 substitutes in bubble						
		1-5	6-10	11-15	16-20	21-30	31-40	41-50
Bubble length (days)	1 month	1%	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. Bubble discounts are applied retroactively at the start of each month for the previous month's bubble via an invoice discount or refund in the event the invoice amount is less than the discount amount
2. 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
3. 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 substitutes, the originally agreed discount will be applied
4. 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 cancelled 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)
5. 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
6. Substitute Bubbles are considered long term assignments as they are at least 15 days in length
7. Should a substitute teacher 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 substitute teacher to maintain Bubble size or decreasing the size of the Bubble however that may also decrease the Substitute Bubble discount applied to future invoices
8. TeachStart fellows cannot be included in a Substitute Bubble