



TERMS OF SERVICE ADDENDUM

The following terms of service and exhibits are incorporated and made part of the Agreement between Scoot and Customer for assignments scheduled on or after July 1, 2024. You will be regarded as having accepted into this addendum when any of the following occur:

- (a) by confirming acceptance of this Agreement in writing; or
- (b) by requesting us to supply Substitutes after receiving this document; or
- (c) by paying one of our invoices for the provision of Substitutes after receiving this document.

GENERAL CLAUSES

1. DEFINITIONS

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.
-------------------------	--

2. WORKERS' COMPENSATION AND LIABILITY INSURANCE

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

1.1 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;

1.2 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;

1.3 Automobile Liability

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

1.4 Umbrella Insurance

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

1.5 Abusive Acts Coverage

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

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

**EXHIBIT A
FEES FOR SUBSTITUTES**

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 (up to 8.5 hours/day)	Long-term day rate (up to 8.5 hours/day)#
Teaching Assistant & Paraprofessional	\$231	\$254	\$344	\$378
ParaPro Staffing	<i>Contact Scoot for bespoke hourly ParaPro staffing when requiring five or more paraprofessionals.</i>			
Teacher (emergency 30-day substitute permit or California credential)	\$250	\$275	\$373	\$410
TeachStart Fellow	N/A	N/A	\$410	\$410
Special Education Credential in SpEd role	\$313	\$344	\$466	\$513

* Because Scoot Substitutes are non-exempt hourly employees, additional charges over and above the standard School Bill Rate will apply in the event that a Substitute 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 (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). 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.

FEES FOR TEMP-TO-PERM

Scout pricing for temp-to-perm placements is based upon the category of the Substitute, timing of hire, or number of days the Scout 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 Scout 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

PAYMENT FOR SERVICES

Scout 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 this 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.** 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.

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").

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						
		1-10	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 Substitutes, 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 a Substitute 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 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.