



TERMS OF SERVICE ADDENDUM

The following terms of service amendments and exhibits are incorporated and made part of the Agreement between Scoot and Customer for assignments scheduled on or after July 1, 2026. 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 Educator(s) after receiving this document for Assignments on or after July 1 2026.

1. DEFINITIONS

Building Substitute	Means an Educator reserved with at least one (1) days' notice and assigned on an ongoing basis but not less than four (4) weeks to a specific Customer site to cover day-to-day absences. A Building Substitute typically performs instructional supervision, classroom management, and lesson delivery as assigned by Customer. A Building Substitute is not eligible to fill long-term or permanent Assignments.
Educator(s)	Means, individually and collectively, Scoot employee(s), including but not limited to a Teacher and/or Support Position alone, or as assigned to a Building Substitute role (including where the context requires their agents and sub-contractors), Paraprofessionals, alone, or as assigned to a Paraprofessional Volume Discount (including where the context requires their agents and sub-contractors), a TeachStart Fellow, a Special Education Teacher, a Registered Behavior Technician, Behavior Interventionist, Board Certified Behavior Analyst, Speech Language Pathologist and/or Assistant, Licensed Vocational Nurse, Registered Nurse, Licensed School Psychologist, Licensed Therapist, Certified Wellness Coach, Before/After School Educator assigned to work for Customer in accordance with this Agreement.
Paraprofessional Volume Discount	Paraprofessional Volume Discounts are for a group of hourly paraprofessional staff who are assigned to Customer location(s) for a specific period. Paraprofessional staff within a Volume Discount are always assigned to Customer and must be used for long-term Assignments.
Related Service Provider	Means, individually and collectively, a Board-Certified Behavior Analyst, Speech Language Pathologist, Speech Language Pathologist Assistant, Licensed School Psychologist, Licensed Therapist, Certified Wellness Coach, Registered Nurse.

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 for Educators:

- 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.

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

PART B – EDUCATOR SERVICES

4. EDUCATOR PLACEMENT FEE

Customer understands and agrees that Educators are assigned to Customer to render services on a temporary basis 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 Educators.

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

If Customer, either directly or indirectly, solicits, offers employment, and/or hires an Educator as an employee or consultant in any position, or utilizes the Educator's services through another temporary or outsourcing service company, or any person or entity affiliated with Customer refers an Educator to any other employer and the Educator becomes employed by that employer: (i) at any time from the date such Educator is introduced to or placed with Customer by Scoot until twelve (12) months thereafter or (ii) within twelve (12) months after termination of Educator's temporary Assignment through Scoot with Customer, whichever is later, Customer agrees to pay Scoot a placement fee as specified below (the "Educator Placement Fees"). The Educator Placement Fee is based upon the category of the Educator, timing of hire, or number of days the Educator has worked at the Customer who is hiring the Educator during a single academic year. Customer shall pay the Educator Placement Fee within thirty (30) days of receipt of an invoice from Scoot.

EDUCATOR PLACEMENT FEE FOR RELATED SERVICE PROVIDERS	
Days worked in academic year	Fee [^]
1 - 44 days worked	The greater of \$20,000 or 20% of AGS
45 - 89 days worked	The greater of \$15,000 or 15% of AGS
90 - 134 days worked	The greater of \$10,000 or 10% of AGS
135 – 180+ days worked	The greater of \$5,000 or 5% of AGS
EDUCATOR PLACEMENT FEE FOR TEACHSTART FELLOWS	
Hire date	Fee
September 1 to May 31	\$10,000
June 1 to August 31	No fee
EDUCATOR PLACEMENT FEE FOR SCOOT EDUCATORS <u>NOT</u> LISTED ABOVE	
Days worked in academic 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 AGS, including any additional allowances or benefits that can be monetized listed on employment contract between Customer and Educator.

EXHIBIT A
BILL RATES FOR EDUCATORS

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

Educators will be assigned pursuant to one of the following positions and at the following bill rates, subject to additional overtime charges as specified below:

Daily Educator Staffing					
Customer 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) [#]	Building Substitute (4-week minimum)
Support Position	\$238	\$261	\$354	\$389	N/A
Teacher (emergency 30-day substitute permit or California credential)	\$258	\$283	\$384	\$422	\$379
Special Education Credential in SpEd role	\$321	\$353	\$479	\$526	N/A
TeachStart Fellow	N/A	N/A	\$422	\$422	N/A

⁺ Because Educators are non-exempt employees, additional charges over and above the standard Customer 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 Support Position is charged at $\$354/8.5 \times 1.5$ 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, Educators are directed to maintain supervision over assigned students until they are relieved by appropriate Customer personnel.

[#] An Educator will be considered in long-term status if the same Educator has been scheduled at a Customer location for an Assignment that is scheduled for more than fifteen (15) workdays or an Assignment has extended beyond fifteen (15) workdays (half-days and full-days are counted the same) in the same academic year.

Hourly Educator Staffing	
Position Bill Rate+	Hourly Rate^ (4-hour Minimum Assignment Length)
Paraprofessional	\$51.50 per hour
Expanded Learning Lead Educator (General Ed)	\$54 per hour
Expanded Learning Support (Special Ed)	\$52 per hour
Behavior Interventionist (BI)	\$56.65 per hour
Registered Behavior Technician (RBT)	\$66.95 per hour
Licensed Vocational Nurse (LVN)	\$75 per hour
Related Service Providers	
In-person: Board Certified Behavior Analyst (BCBA)	\$120 per hour
Virtual: Board Certified Behavior Analyst (BCBA)	\$110 per hour
Speech Language Pathologist (SLP)	\$135 per hour
Speech Language Pathologist Assistant (SLPA)	\$80 per hour
Licensed School Psychologist	\$125 per hour
Licensed Therapist	\$110 per hour
Certified Wellness Coach	\$55 per hour
Registered Nurse (RN)	\$95 per hour

* Because Educators are non-exempt employees, additional charges over and above the standard Customer Bill Rate will apply in the event that an Educator works 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 Customer. Overtime is charged at 1.5x the prorated hourly Bill Rate according to the above table. 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, Educators are directed to maintain supervision over assigned students until they are relieved by appropriate Customer personnel.

^ Customer shall provide Hourly Educator staff who work more than five (5) hours in a work day with an uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the fifth (5th) hour of work and a second uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the tenth (10th) hour of work. Customer shall also provide Hourly Educators with the opportunity to take a net ten (10) minute rest period for

every four (4) hours worked (or a major fraction thereof). If Customer fails to provide any required meal period or rest break, Scoot will invoice Customer an additional one (1) hour at Scoot's hourly Bill Rate for each missed meal period and/or rest break.

HOURLY EDUCATOR MEAL BREAK CHARGE RATE

Scoot will **not** charge Customer for Hourly Educator time spent on duty free meal period(s), provided such breaks are compliant with California labor law requirements as described above.

PARAPROFESSIONAL VOLUME DISCOUNT

Customer is entitled to the following discount for any paraprofessional assigned to a Paraprofessional Volume Discount with Customer. Discounts are calculated based on size of Paraprofessional Volume Discount committed to according to the below table.

	Quantity of Paraprofessionals in Volume Discount		
	10-29	30-49	50+
Discount	3%	4%	5%

The following terms apply to a Paraprofessional Volume Discount:

1. Customer must commit to the Paraprofessional Volume Discount from its start date until the conclusion of Customer's academic year, unless negotiated otherwise.
2. If a Paraprofessional Volume Discount becomes larger in size than originally committed to by Customer, the larger discount will be applied according to the above table.
3. If a Paraprofessional Volume Discount 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.
4. Educators assigned to a Paraprofessional Volume Discount are expected to be utilized in long-term Assignments rather than being used in day-to-day roles.
5. Paraprofessional Volume Discounts may be canceled should an uncontrollable event force Customer to close its location(s) for a prolonged period (e.g., closure due to a pandemic or government order).
6. Paraprofessional Volume Discounts are active on any instructional day, non-student days are not included.
7. TeachStart Fellows cannot be included in a Paraprofessional Volume Discount.

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