



AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT, effective Tuesday, February 27, 2024 between Scoot Education, Inc., 5670 Wilshire Blvd, #1970, Los Angeles CA 90036 (“Scoot” “Us” “We”), and,
 Ocean Charter School
 12606 Culver Blvd, Los Angeles, CA, 90066
 (“Customer” “You” “Yourself”).

PART A - GENERAL CLAUSES

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

I. 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 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.
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>
Substitute Bubble	Substitute Bubbles are a group of day-to-day substitute teachers who are assigned to Customer school(s) for a specific period of time. Substitutes within a bubble are always assigned to Customer and must be used for day-to-day coverage, rather than long-term same-classroom positions.
Substitute Teacher	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.
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 Part B of this Agreement. TeachStart Fellows hold at least a state substitute teacher permit.
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 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: 12606 Culver Blvd, Los Angeles, CA, 90066

For Scoot: 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.

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

Scot 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 Scot and Customer in a written addendum to this Agreement.

2. PAYMENT FOR SERVICES

Scot 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.

3. SCOT'S COMMITMENTS

- 3.1. Scot will use its best efforts to recruit, employ and assign qualified Substitutes for assignments as requested by Customer.
- 3.2. Scot 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. Scot 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 \$2,000,000 combined single limit per occurrence / \$4,000,000 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 \$3,000,000 combined single limit per occurrence / \$3,000,000 aggregate;

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

7. INDEMNIFICATION BY SCOT

7.1. Scot 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) Scot's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Scot's capacity as the general employer of the Assigned Employees; and
- ii) Breach of any obligation of Scot contained in this Agreement.

7.2 Scot'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 Scot 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 Scot and its directors, officers, employees and agents from and against all Damages imposed upon or incurred by Scot 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 Scot 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 Scot or the failure of Scot 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 Scot, its officers, employees or agents.

9. SUBSTITUTE PLACEMENT FEE

Customer understands and agrees that Scot 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 Scot 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.

SIGNATORIES

Signed: *James Sanders*

Signed: _____

Name: James Sanders

Name: _____

Title: CEO

Title: _____

Date: Tuesday, February 27, 2024

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:

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)	\$180	\$198	\$268	\$295
Teacher (Emergency 30-day substitute permit or California credential)	\$197	\$216	\$294	\$323
TeachStart ParaPro Fellow	N/A	N/A	\$295	\$295
TeachStart Scholar or Scholar+ Fellow	N/A	N/A	\$323	\$323
Special Education Credential in SpEd role	\$247	\$271	\$368	\$405

* 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.:

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.

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	0%	2%	3%	4%	5%	6%	7%
	3 months	0%	4%	5%	6%	7%	8%	9%
	School year	6%	7%	8%	9%	10%	11%	12%

The following terms apply to a Substitute Bubble:

- 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
- 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
- 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
- Customer will have the option to renew a Substitute Bubble at the end of each commitment period
 - Customer shall not have the option to decrease Substitute Bubble size or length other than at the time of a renewal
 - 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
 - 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)
- The Bubble Length is the length of commitment determined in calendar days. The Bubble Length also serves as the notice period for bubble cancellation
 - All Substitute Bubbles must end on the last Friday of the month in which the renewal date falls
 - Substitute Bubbles are active on any instructional school day, non-student days are not included
- Substitute Bubbles are considered long term assignments as they are at least 15 days in length
- 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

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.

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.

SUBSTITUTE TEACHERS

Should a Scout substitute 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 substitute as quickly as possible by another suitably skilled and qualified substitute teacher.

To avoid a charge, the school must:

- (a) Inform Scout of the termination of the shift before the substitute leaves the school grounds
- (b) Allow Scout 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