

## **Spotter Terms and Conditions**

This Client Services Agreement ("Agreement"), for contract personnel services is entered as of June 1, 2026 between Spotter LLC ("Spotter") and Terrell Independent School District ("Client") with offices at 700 N. Catherine Street, Terrell, TX 75160 .

Spotter is engaged in the temporary staffing services business providing temporary personnel to customers with staffing needs. Client desires to engage Spotter to provide temporary staffing services, and Spotter desires to be engaged by Client, all on the terms of this Agreement.

As used herein, the term "Contract Employee" means a Spotter employee temporarily placed with the Client pursuant to this Agreement.

NOW, THEREFORE, in consideration of the covenants and the agreements contained herein, Spotter and Client agree as follows:

### **A. Contract Personnel Services**

1. ***Scope of Services.*** Spotter shall provide the services of Spotter Contract Employee(s) to Client. Client shall authorize specific assignments for the Spotter Contract Employee(s) by placing a Client Services Work Order ("Work Order") in the form attached to this Agreement. Neither party shall incur an obligation with respect to any Spotter Contract Employee unless both parties have executed a Work Order. Client shall notify Spotter in writing of its intent to extend the term of the Work Order, and a new Work Order will be executed reflecting any such extension. Client's failure to notify Spotter of its intent to renew may result in the Spotter Contract Employee being unavailable for the requested extension term.
2. ***Acceptance of Services and Fees.*** Client shall review and approve, by signature thereon, time sheets for each Spotter Contract Employee promptly at the end of each week. Client's approval shall constitute acceptance of the work performed by the Spotter Contract Employee(s). Client will pay Spotter for all time expended by Spotter Contract Employees, as set forth in the time sheets, at the rate specified in the applicable Work Order. Overtime will be billed at the rates listed in a Work Order, or as otherwise agreed by both parties, for hours worked by Contract Employee in excess of forty (40) hours per week, or as otherwise required by law.
3. ***Ability to Pay.*** Client warrants that it is able and willing to pay for the services of Spotter Contract Employee(s) providing services under this Agreement. Client will provide Spotter with suitable credit and financial information, when and as requested, including credit and financial references which Spotter is authorized to contact to obtain information about Client. If Spotter determines Client's credit rating or financial condition is unsatisfactory, in the discretion of Spotter, then Spotter may terminate its obligations under this Agreement upon notification to Client.
4. ***Invoicing and Payment.*** Spotter shall submit invoices detailing charges to the Client. These invoices will list the name of each Spotter Contract Employee assigned to Client, and all charges applicable to each Spotter Contract Employee. Unless otherwise specified in a Work Order, Client shall pay Spotter the total amount set forth on each invoice within the time frame identified by the State of Texas payment law, Texas Government Code, Chapter 2251. Invoices that are past due are subject to a late charge as provided in the Act.



5. ***Non-Solicitation and Conversion.*** Spotter is not an employment agency. Its services are provided at great expense to Spotter. In consideration thereof, during the term of this Agreement and for the twelve (12) month period immediately following the period for which a Contract Employee last performed services for the Client under this agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of Spotter, or hire or engage such Contract Employee. If any Contract Employee provided by Spotter to Client is hired by Client, either directly or indirectly, within twelve (12) months of that Contract Employee's last day of work at Client through Spotter, the Client will pay Spotter, as liquidated damages, an amount equal to 25% of the Contract Employee's first year salary with Client.

**Notwithstanding the above paragraph in this section 5, if a Contract Employee has completed a minimum of 1250 hours of service for Client, and Client thereafter hires such Contract Employee, the fees and damages set forth above shall be waived. Instead, Client agrees that it shall be required to pay a conversion fee equal to 30% of the estimated remaining invoiceable hours.**

6. ***Confidentiality.*** Spotter recognizes that while performing its duties under this Agreement, Spotter and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. Spotter agrees to keep such information confidential, and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.
7. ***Intellectual Property.*** All work products generated by Spotter Contract Employees during their placements with Client shall be the sole and exclusive property of Client, free from any claim or retention of rights thereto on the part of Spotter or any of the employees of Spotter. Spotter agrees that such work product shall be "works made for hire" and that Client shall have the right to obtain and to hold in its own name patents or copyrights or such other intellectual property protection as may be appropriate to the subject matter and any extension or renewal thereof. Spotter agrees to give Client, and any other person designated by Client, all assistance reasonably required to perfect its rights pursuant to this paragraph, and Spotter agrees not to use, sell, transfer, assign, or plagiarize any work product that belongs solely and exclusively to Client. For the avoidance of doubt, and notwithstanding any other provision herein, Spotter is not selling, assigning, transferring, licensing or conveying to Client or any other party any patents, copyrights, developments, work products, trade secrets, and/or other intellectual property rights of Spotter or its licensors in connection with this Agreement or the provision of any services by or on behalf of Spotter.
8. ***Relationship of Parties.*** Neither party shall represent itself to be the agent, employee, partner, or joint venture of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. Spotter shall be solely responsible for payments to its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.
9. ***Worker's Compensation—Reporting Requirements.*** Client agrees that Client will provide safe working conditions for Contract Employees performing services for Client. Client will notify Spotter immediately in the event of an accident or medical treatment of any Contract Employee. In the event of an accident or



other incident involving a Contract Employee, Spotter shall have the right to conduct an onsite investigation. Client shall cooperate with Spotter in the conduct of its investigation. In addition, if a Spotter Contract Employee is injured while performing services under this Agreement, Client will take the following steps:

- a. Client will take all reasonable steps to ensure that the Spotter Contract Employee seeks medical attention immediately at the nearest medical facility.
- b. Client will notify Spotter as soon as possible of any injuries involving a Spotter Contract Employee.
- c. Client will assist Spotter in any manner reasonably necessary with the claim handling process, which shall include but not be limited to providing information that is reasonably requested by Spotter.

In the case of an injury, Spotter will manage all paperwork and communication with the Client and the Spotter Contract Employee.

**10. Direction and Control.** It shall be the Client's responsibility to control, manage and supervise the work of the Contract Employee assigned to Client pursuant to this Agreement. The Contract Employee shall perform only the duties and functions of the specific jobs set forth opposite the Contract Employee's name on Exhibit A or on the job description provided to Spotter. In no event shall any Contract Employee be assigned or permitted to perform any other duties or functions other than those specified in Work Order for Client without the express written consent of Spotter. Furthermore, in no event shall any Spotter Contract Employee be permitted to operate a motor vehicle (either leased or owned) for Client without the written consent of Spotter. Should Client assign the Contract Employee to perform the duties or functions of a position not listed in Exhibit A (including operation of a motor vehicle), or within the job description provided Spotter, Spotter may, in its sole and absolute discretion, deem this Agreement breached by Client and avail itself of all available remedies. In this event, Client shall be liable to Spotter, and indemnify Spotter for all claims, damages, losses or expenses relating to such breach, as well as all hours worked by the Contract Employee.

**11. Equal Opportunity Employer.** Spotter is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, sexual orientation, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client herein affirms it is an equal opportunity employer which prohibits discrimination, harassment and/or retaliation in the terms and conditions of employment on the basis of race, color, gender identity or expression, religion, sex, sexual orientation, national origin, age, marital status, military status disability or genetic information or any other characteristic protected by applicable federal, state or local law. Client agrees and warrants that it will not reject a Contract Employee, or otherwise deem such individual unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client further agrees that it will comply with all applicable federal, state, and local employment laws, including but not limited to, laws regarding meal and rest breaks with respect to Contract Employees. Client will indemnify and defend Spotter with respect to any and all claims that Client took action with respect to a Contract Employee in violation of federal, state, and/or local laws, including costs of suit, settlement and attorneys' fees.



- 12. *Guarantee.*** Within the initial employment period, which is defined as eight (8) business hours from the Contract Employee's start date, Client shall review the Contract Employee's performance and decide whether to continue the engagement of such individual. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes Spotter to terminate its engagement of such individual, Client must notify Spotter within such initial period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial period, provided its reasons for termination are not unlawful. If Client becomes dissatisfied with the performance of a Contract Employee after the initial period, Client may request that Spotter terminate the engagement of that individual upon written notice to Spotter, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.
- 13. *Act of God / Force Majeure.*** Pursuant to Texas law, neither the Company nor the Contractor shall be considered in breach of this Agreement for failure to perform services due to an Act of God or other force majeure event beyond the reasonable control of the parties, including but not limited to severe weather (including ice storms), natural disasters, utility failures, or school district mandated closures. If the Contractor is scheduled and available to work but is unable to provide services solely due to such an event, the Contractor shall be compensated for the scheduled hours, and Spotter shall be permitted to bill the Client for those same scheduled hours. This provision applies only to district-mandated closures and does not apply to Contractor absences for personal reasons.
- 14. *Prevailing Wages.*** Client represents and warrants that the services to be provided by Contract Employees are not subject to any federal, state, or local prevailing wages and that Client has not provided to Spotter any applicable prevailing wage determinations and flow down provisions. Client agrees that Client is responsible for the accuracy of any such wage determinations and agrees to indemnify Spotter for any claims or costs which result from the inaccuracy of the Client provided wage determination including the failure to notify Spotter that the services provided by Contract Employees are or were required to be paid at a prevailing wage. In addition, Client represents and warrants that the services to be provided by Contract Employees are not supporting a contract for the United States, local or state government. Client agrees that Client is responsible for prior notification to Spotter of any and all projects that support a contract with the United States, local or state government.

## **B. General Provisions**

- 1. *Limitation of Liability.*** Spotter does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's needs. Accordingly, Client acknowledges and agrees that Spotter is not responsible for any aspects of the Contract Employees' work or the Client's project, including, without limitation, any deadlines or work product. Because Spotter is providing supplemental staffing services only, and Client is directing and supervising the Contract Employees who render these services, Spotter shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omissions or any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Client shall indemnify Spotter and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims. In no event shall Spotter's aggregate liability arising from or related to this agreement or the





provision of any services by or on behalf of Spotter exceed the fees paid or payable by Client under this agreement.

2. **Term and Termination.** Clients have the right to terminate the services of any Spotter Contract Employee or Work Order at any time and for any reason by giving written notice to Spotter. This Agreement shall remain in effect for a period of two years from the date of signature unless earlier terminated by either party by giving 15 days prior written notice to the other party. Client will pay Spotter for all work performed up to and including the effective date of termination of any specific Spotter Contract Employee or of this Agreement.
3. **Assignment.** Neither Client nor Spotter will assign, transfer, or subcontract any of its rights, obligations or duties under this Agreement without the prior written consent of the other party, provided that Client shall have the right to assign this Agreement to a third party who acquires all or substantially all of the assets of Client by merger, sale of assets or otherwise. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.
4. **100% Guarantee.** Spotter LLC. (Spotter) guarantees Client's satisfaction with the services provided by Spotter's employees under the Agreement. If, for any reason, Client is dissatisfied with the performance of any service provided by any Spotter employee assigned to Client under the Agreement, (i) Spotter will promptly replace such Spotter employee, and (ii) Spotter will credit Client for the number of hours of services provided by the initial Spotter employee who is replaced hereunder billable to Client up to the number of hours of services provided by the replacement Spotter employee to Client ("Spotter Guarantee"). The Spotter Guarantee is effective only if (a) the initial Spotter employee is assigned by Spotter without Client having interviewed, screened or reviewed the resume of such Spotter employee prior to his or her assignment to Client, and (b) Client provides Spotter with feedback (oral or written via electronic transmission) regarding the initial Spotter employee not less than once per week during the term of the assignment to Client. Notwithstanding the effectiveness of the foregoing Spotter Guarantee, all services provided by any Spotter employees assignee to Client under the Agreement shall be deemed accepted and no credit for hours billed shall be applied if, within seven (7) days after the performance of such services by such Spotter employees, Client has not provided to Spotter written notice identifying specifically any basis for not approving the services and/or any such Spotter employees.
5. **Notices.** Notices shall be sent to the following addresses:

**If to Client:**

**If to Spotter:**

Ryan Allen, JD  
Spotter LLC  
3023 N. Clark St. #204  
Chicago, IL 60657



6. **Severability.** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.
7. **Indemnification.** In addition to any liability or obligation of Client to Spotter that may exist under any other provisions of this Agreement or by statute or otherwise, Client shall, at its sole cost and expense, hold harmless and defend Spotter, its subsidiaries and affiliates, their officers, directors, employees and agents from and against any and all liability, damages and costs (including reasonable attorney's fees) arising out of any claim or action brought by or against Spotter, its subsidiaries and affiliates, their officers, directors, employees and agents as a result of: (a) any negligent or wrongful act of Client, its employees, agents, servants, contractors, subcontractors, officers, directors, or representatives related to the performance of the services under this Agreement; (b) any claim in connection with bodily injury to or death of any person or damage to or destruction of any property to the extent resulting from any and all negligent, intentional or willful acts or omissions of Client, its employees, agents, servants, contractors, subcontractors, officers, directors, or representatives related to the performance of services under this Agreement; and (c) any claim brought by any Contract Employee based on the acts or omissions of Client, its employees, agents, servants, contractors, subcontractors, officers, directors, or representatives.
8. **Headings.** The headlines in this Agreement are for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.
9. **Choice of Law; Venue.** This Agreement shall be governed by the laws of the State of Texas, Denton County, without regard to its conflicts-of-law principles. Any action arising under or otherwise relating to this Agreement shall be filed in the circuit courts of the county of Spotter's principal corporate office.
10. **Survival.** The obligations under Sections A.5, A.6, A.7, B.1, B.2, B.4, B.7, and B.9 shall survive the completion of performance, cancellation, or termination of this Agreement.
11. **Entire Agreement; Amendment.** This Agreement, together with any validly executed Work Orders, constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement signed by the parties to this Agreement specifically referencing this Agreement.





Each party represents and warrants that the person signing this Agreement on its behalf has been and is, on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

Spotter LLC

By:  Date: June 1, 2026

Dawn M Callahan Dennis, EdD CCC-SLP, FNAP

Client Manager

Spotter LLC.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





## Spotter Work Order

| Employee      | Billing Rate | Overtime Billing Rate<br>(over 40 hours) | Start Date | End Date |
|---------------|--------------|------------------------------------------|------------|----------|
| Erika Russell | \$81/hour    | \$104/hour                               | 7/29/26    | 5/28/27  |

### **Position/Approval:**

For this position, the person responsible for approving hours is:

|                    |                                    |                     |
|--------------------|------------------------------------|---------------------|
| Name: Mindy Burris | Email: Mindy.Burris@terrellisd.org | Phone: 972-563-7580 |
|--------------------|------------------------------------|---------------------|

**Spotters Operations Director, Amanda Fosnaugh ([afosnaugh@spotterstaffing.com](mailto:afosnaugh@spotterstaffing.com)) will contact the approving manager to go over approval process.**

The start and end dates are flexible, but notice must be given to Spotter from Client. A standard work week for this position is 40 hours per week. Any time worked beyond these standard hours must be approved by Mindy Burris prior to the contractor working those hours or they will not be billed.

Each party represents and warrants that the person signing this Work Order on its behalf has been and is, on the date of this Work Order, duly authorized by all necessary corporations or other appropriate action to execute this Work Order. This Work Order is subject to the agreed upon terms and conditions between Spotter and Terrell ISD that has been previously agreed to.

To maintain the highest quality service Spotter sets up consistent "check-in" meetings with our contractor's direct reports. To start with, weekly calls seem to be the best approach and as we go through the contract, we can adjust as needed. Please list the contact details below for whom we should be contacting to set up these "check-in" meetings.

### **Check In Contact:**

|                    |                            |                                    |
|--------------------|----------------------------|------------------------------------|
| Name: Mindy Burris | Direct Phone: 972-563-7580 | Email: Mindy.Burris@terrellisd.org |
|--------------------|----------------------------|------------------------------------|

### **Location of position:**

Leave Coverage- JW Long and FMS

### **Caseload details:**

Erika will work Monday – Thurs, following the 4-day work week schedule, according to the district calendar, and maintain her caseload as assigned in the role of an SLP-A for the duration of a 12-week leave coverage. The work assigned will include, but is not limited to, providing therapy, collecting data and contributing to IEP/ARD meetings per the instruction of her SLP supervisor. This position may be extended beyond the 12 weeks as needed and agreed upon.



**Billing:**

|                                  |       |       |
|----------------------------------|-------|-------|
| District Billing Address:        | State | Zip   |
| 700 N. Catherine Street, Terrell | Texas | 75160 |

|                          |                               |
|--------------------------|-------------------------------|
| District Billing Contact | Tara Carpenter                |
| Email                    | tara.carpenter@terrellisd.org |
| Phone                    | 972-563-7580                  |

Spotter shall submit invoices detailing charges to Client. These invoices will list the name of each Spotter Contract Employee assigned to Client and all charges applicable to each Spotter Contract Employee. Unless otherwise specified in a Work Order, Client shall pay to Spotter the total amount set forth on each invoice within 30 days of receipt of the invoice (the "Due Date"). Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Interest will not be compounded on the past due balance.

**Post Offer Screening:**

This section will lay out the responsibilities of Spotter LLC and Terrell ISD regarding post offer screenings. Texas Senate Bill No. 9 makes it mandatory that any employee who will be in contact with students have proper screening. Spotter will coordinate with the school to ensure the completion of the following:

- Fingerprint – Federal criminal history records check **\*Spotter is unable to provide an equivalent federal background check to a public school without coordinating with the school.**
- Statewide Sex Offender Database check
- Statewide Murderer and Violent Offender Against Youth Database

Spotter will provide state licensure and credentialing. Please indicate if any other post offer screenings are required.

Other post offer screenings:

If Client chooses to forgo the federal background check then Client shall defend, indemnify and hold Spotter LLC, its affiliates and their respective directors, officers, advisors, employees and agents (collectively, "Spotter Indemnitees") harmless from and against any and all actions, causes of action, costs (including reasonable legal fees), claims, damages, liabilities and expenses (collectively "losses") relating to or arising from actions by Spotter Contractor as a result of background issue not searched for or caused by use of drug or substance not tested for, any misrepresentation, negligence or willful misconduct by Client or any its affiliates and their respective directors, officers, advisors, employees and agents (collectively, "Client





Indemnities"). This indemnity shall not apply to the extent that such Losses are determined to have resulted from negligence or willful misconduct of Spotter LLC; or for which Spotter LLC is obligated to indemnify the Client Indemnities.

#### **School Closure / Force Majeure Billing**

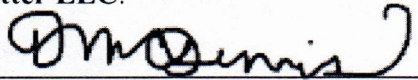
In the event that Client schools or facilities are closed, delayed, moved to remote instruction, or otherwise impacted due to weather events, natural disasters, acts of God, governmental actions, public emergencies, utility failures, or other circumstances outside the reasonable control of Spotter LLC or Client (including but not limited to snow storms, ice storms, hurricanes, flooding, or severe weather conditions), Client agrees that Spotter Contractor time that was scheduled and reserved for Client may still be billable if the contractor remains available and ready to perform services during the scheduled assignment time.

If services can continue remotely, billed hours will continue as scheduled. If services cannot reasonably be performed due to closure or cancellation by Client, Spotter reserves the right to bill for the scheduled hours for that day if less than twenty-four (24) hours' notice of cancellation was provided to Spotter or the contractor.

The parties agree to work together in good faith to reschedule services where appropriate; however, reserved contractor time and staffing commitments remain subject to billing under this Work Order.

#### **AGREED AND ACCEPTED:**

**Spotter LLC.**

By:  Date: 6.3.26

Dawn Callahan Dennis, EdD CCC-SLP, FNAP  
Client Manager

**Terrell ISD**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:





## Spotter Work Order

| Employee      | Billing Rate | Overtime Billing Rate<br>(over 40 hours) | Start Date | End Date |
|---------------|--------------|------------------------------------------|------------|----------|
| Brooke Foster | \$79/hour    | \$105/hour                               | 7/29/26    | 5/28/27  |

### **Position/Approval:**

For this position, the person responsible for approving hours is:

|                    |                                                                                     |                     |
|--------------------|-------------------------------------------------------------------------------------|---------------------|
| Name: Mindy Burris | Email: <a href="mailto:mindy.burris@terrellisd.org">mindy.burris@terrellisd.org</a> | Phone: 972-563-7580 |
|--------------------|-------------------------------------------------------------------------------------|---------------------|

**Spotters Operations Director, Amanda Fosnaugh ([afosnaugh@spotterstaffing.com](mailto:afosnaugh@spotterstaffing.com)) will contact the approving manager to go over approval process.**

The start and end dates are flexible, but notice must be given to Spotter from Client. A standard work week for this position is 40 hours per week. Any time worked beyond these standard hours must be approved by Mindy Burris prior to the contractor working those hours or they will not be billed.

Each party represents and warrants that the person signing this Work Order on its behalf has been and is, on the date of this Work Order, duly authorized by all necessary corporations or other appropriate action to execute this Work Order. This Work Order is subject to the agreed upon terms and conditions between Spotter and Terrell ISD that has been previously agreed to.

To maintain the highest quality service Spotter sets up consistent “check-in” meetings with our contractor’s direct reports. To start with, weekly calls seem to be the best approach and as we go through the contract, we can adjust as needed. Please list the contact details below for whom we should be contacting to set up these “check-in” meetings.

### **Check In Contact:**

|                    |                            |                                                                                     |
|--------------------|----------------------------|-------------------------------------------------------------------------------------|
| Name: Mindy Burris | Direct Phone: 972-563-7580 | Email: <a href="mailto:Mindy.Burris@terrellisd.org">Mindy.Burris@terrellisd.org</a> |
|--------------------|----------------------------|-------------------------------------------------------------------------------------|

### **Location of position:**

12 week leave coverage – JW Long Elementary

### **Caseload details:**

Brooke will work Monday – Thurs, following the 4-day work week schedule, according to the district calendar, and maintain her caseload as assigned in the role of an SLP-A. The work assigned will include, but is not limited to, providing therapy, collecting data and contributing to IEP/ARD meetings per the instruction of her SLP supervisor.

\*Note this is a 12 week leave position, with option to extend if mutually agreed upon.



**Billing:**

|                                  |       |       |
|----------------------------------|-------|-------|
| District Billing Address:        | State | Zip   |
| 700 N. Catherine Street, Terrell | Texas | 75160 |

|                          |                               |
|--------------------------|-------------------------------|
| District Billing Contact | Tara Carpenter                |
| Email                    | tara.carpenter@terrellisd.org |
| Phone                    | 972-563-7580                  |

Spotter shall submit invoices detailing charges to Client. These invoices will list the name of each Spotter Contract Employee assigned to Client and all charges applicable to each Spotter Contract Employee. Unless otherwise specified in a Work Order, Client shall pay to Spotter the total amount set forth on each invoice within 30 days of receipt of the invoice (the "Due Date"). Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Interest will not be compounded on the past due balance.

**Post Offer Screening:**

This section will lay out the responsibilities of Spotter LLC and Terrell ISD regarding post offer screenings. Texas Senate Bill No. 9 makes it mandatory that any employee who will be in contact with students have proper screening. Spotter will coordinate with the school to ensure the completion of the following:

- Fingerprint – Federal criminal history records check **\*Spotter is unable to provide an equivalent federal background check to a public school without coordinating with the school.**
- Statewide Sex Offender Database check
- Statewide Murderer and Violent Offender Against Youth Database

Spotter will provide state licensure and credentialing. Please indicate if any other post offer screenings are required.

Other post offer screenings:

If Client chooses to forgo the federal background check then Client shall defend, indemnify and hold Spotter LLC, its affiliates and their respective directors, officers, advisors, employees and agents (collectively, "Spotter Indemnitees") harmless from and against any and all actions, causes of action, costs (including reasonable legal fees), claims, damages, liabilities and expenses (collectively "losses") relating to or arising from actions by Spotter Contractor as a result of background issue not searched for or caused by use of drug or substance not tested for, any misrepresentation, negligence or willful misconduct by Client or any its affiliates and their respective directors, officers, advisors, employees and agents (collectively, "Client Indemnitees"). This indemnity shall not apply to the extent that such Losses are determined to have resulted





from negligence or willful misconduct of Spotter LLC; or for which Spotter LLC is obligated to indemnify the Client Indemnitees.

**School Closure / Force Majeure Billing**

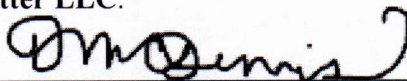
In the event that Client schools or facilities are closed, delayed, moved to remote instruction, or otherwise impacted due to weather events, natural disasters, acts of God, governmental actions, public emergencies, utility failures, or other circumstances outside the reasonable control of Spotter LLC or Client (including but not limited to snow storms, ice storms, hurricanes, flooding, or severe weather conditions), Client agrees that Spotter Contractor time that was scheduled and reserved for Client may still be billable if the contractor remains available and ready to perform services during the scheduled assignment time.

If services can continue remotely, billed hours will continue as scheduled. If services cannot reasonably be performed due to closure or cancellation by Client, Spotter reserves the right to bill for the scheduled hours for that day if less than twenty-four (24) hours' notice of cancellation was provided to Spotter or the contractor.

The parties agree to work together in good faith to reschedule services where appropriate; however, reserved contractor time and staffing commitments remain subject to billing under this Work Order.

**AGREED AND ACCEPTED:**

**Spotter LLC.**

By:  Date: 6.3.26

Dawn Callahan Dennis, EdD CCC-SLP, FNAP  
Client Manager

**Terrell ISD**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:





## **Spotter Work Order**

| Employee        | Billing Rate | Overtime Billing Rate<br>(over 40 hours) | Start Date | End Date |
|-----------------|--------------|------------------------------------------|------------|----------|
| Whitney Winford | \$75/hour    | \$95/hour                                | 7/29/26    | 5/28/27  |

### **Position/Approval:**

For this position, the person responsible for approving hours is:

|                    |                                    |                     |
|--------------------|------------------------------------|---------------------|
| Name: Mindy Burris | Email: Mindy.Burris@terrellisd.org | Phone: 972-563-7580 |
|--------------------|------------------------------------|---------------------|

**Spotters Operations Director, Amanda Fosnaugh (afosnaugh@spotterstaffing.com) will contact the approving manager to go over approval process.**

The start and end dates are flexible, but notice must be given to Spotter from Client. A standard work week for this position is 40 hours per week. Any time worked beyond these standard hours must be approved by Mindy Burris prior to the contractor working those hours or they will not be billed.

Each party represents and warrants that the person signing this Work Order on its behalf has been and is, on the date of this Work Order, duly authorized by all necessary corporations or other appropriate action to execute this Work Order. This Work Order is subject to the agreed upon terms and conditions between Spotter and Terrell ISD that has been previously agreed to.

To maintain the highest quality service Spotter sets up consistent “check-in” meetings with our contractor’s direct reports. To start with, weekly calls seem to be the best approach and as we go through the contract, we can adjust as needed. Please list the contact details below for whom we should be contacting to set up these “check-in” meetings.

### **Check In Contact:**

|                    |                            |                                    |
|--------------------|----------------------------|------------------------------------|
| Name: Mindy Burris | Direct Phone: 972-563-7580 | Email: Mindy.Burris@terrellisd.org |
|--------------------|----------------------------|------------------------------------|

### **Location of position:**

As assigned at Terrell ISD

### **Caseload details:**

Whitney will work Monday – Thurs, following the 4-day work week schedule, according to the district calendar, and maintain her caseload as assigned in the role of an SLP-A.



**Billing:**

|                                  |       |       |
|----------------------------------|-------|-------|
| District Billing Address:        | State | Zip   |
| 700 N. Catherine Street, Terrell | Texas | 75160 |

|                          |                               |
|--------------------------|-------------------------------|
| District Billing Contact | Tara Carpenter                |
| Email                    | tara.carpenter@terrellisd.org |
| Phone                    | 972-563-7580                  |

Spotter shall submit invoices detailing charges to Client. These invoices will list the name of each Spotter Contract Employee assigned to Client and all charges applicable to each Spotter Contract Employee. Unless otherwise specified in a Work Order, Client shall pay to Spotter the total amount set forth on each invoice within 30 days of receipt of the invoice (the "Due Date"). Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Interest will not be compounded on the past due balance.

**Post Offer Screening:**

This section will lay out the responsibilities of Spotter LLC and Terrell ISD regarding post offer screenings. Texas Senate Bill No. 9 makes it mandatory that any employee who will be in contact with students have proper screening. Spotter will coordinate with the school to ensure the completion of the following:

- Fingerprint – Federal criminal history records check **\*Spotter is unable to provide an equivalent federal background check to a public school without coordinating with the school.**
- Statewide Sex Offender Database check
- Statewide Murderer and Violent Offender Against Youth Database

Spotter will provide state licensure and credentialing. Please indicate if any other post offer screenings are required.

Other post offer screenings:

If Client chooses to forgo the federal background check then Client shall defend, indemnify and hold Spotter LLC, its affiliates and their respective directors, officers, advisors, employees and agents (collectively, "Spotter Indemnitees") harmless from and against any and all actions, causes of action, costs (including reasonable legal fees), claims, damages, liabilities and expenses (collectively "losses") relating to or arising from actions by Spotter Contractor as a result of background issue not searched for or caused by use of drug or substance not tested for, any misrepresentation, negligence or willful misconduct by Client or any its affiliates and their respective directors, officers, advisors, employees and agents (collectively, "Client





Indemnities"). This indemnity shall not apply to the extent that such Losses are determined to have resulted from negligence or willful misconduct of Spotter LLC; or for which Spotter LLC is obligated to indemnify the Client Indemnitees.

#### School Closure / Force Majeure Billing

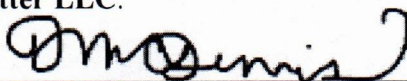
In the event that Client schools or facilities are closed, delayed, moved to remote instruction, or otherwise impacted due to weather events, natural disasters, acts of God, governmental actions, public emergencies, utility failures, or other circumstances outside the reasonable control of Spotter LLC or Client (including but not limited to snow storms, ice storms, hurricanes, flooding, or severe weather conditions), Client agrees that Spotter Contractor time that was scheduled and reserved for Client may still be billable if the contractor remains available and ready to perform services during the scheduled assignment time.

If services can continue remotely, billed hours will continue as scheduled. If services cannot reasonably be performed due to closure or cancellation by Client, Spotter reserves the right to bill for the scheduled hours for that day if less than twenty-four (24) hours' notice of cancellation was provided to Spotter or the contractor.

The parties agree to work together in good faith to reschedule services where appropriate; however, reserved contractor time and staffing commitments remain subject to billing under this Work Order.

#### AGREED AND ACCEPTED:

Spotter LLC.

By:  Date: 5.4.26

Dawn Callahan Dennis, EdD CCC-SLP, FNAP  
Client Manager

Terrell ISD

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:





## **Spotter Work Order**

| Employee   | Billing Rate | Overtime Billing Rate<br>(over 40 hours) | Start Date | End Date |
|------------|--------------|------------------------------------------|------------|----------|
| Chloe Mays | \$88/hour    | \$108/hour                               | 7/29/26    | 5/28/27  |

### **Position/Approval:**

For this position, the person responsible for approving hours is:

|                    |                                    |                     |
|--------------------|------------------------------------|---------------------|
| Name: Mindy Burris | Email: Mindy.Burris@terrellisd.org | Phone: 972-563-7580 |
|--------------------|------------------------------------|---------------------|

**Spotters Operations Director, Amanda Fosnaugh ([afosnaugh@spotterstaffing.com](mailto:afosnaugh@spotterstaffing.com)) will contact the approving manager to go over approval process.**

The start and end dates are flexible, but notice must be given to Spotter from Client. A standard work week for this position is 40 hours per week. Any time worked beyond these standard hours must be approved by Mindy Burris prior to the contractor working those hours or they will not be billed.

Each party represents and warrants that the person signing this Work Order on its behalf has been and is, on the date of this Work Order, duly authorized by all necessary corporations or other appropriate action to execute this Work Order. This Work Order is subject to the agreed upon terms and conditions between Spotter and Terrell ISD that has been previously agreed to.

To maintain the highest quality service Spotter sets up consistent "check-in" meetings with our contractor's direct reports. To start with, weekly calls seem to be the best approach and as we go through the contract, we can adjust as needed. Please list the contact details below for whom we should be contacting to set up these "check-in" meetings.

### **Check In Contact:**

|                    |                            |                                    |
|--------------------|----------------------------|------------------------------------|
| Name: Mindy Burris | Direct Phone: 972-563-7580 | Email: Mindy.Burris@terrellisd.org |
|--------------------|----------------------------|------------------------------------|

### **Location of position:**

Dr. Bruce Wood Elementary at Terrell ISD

### **Caseload details:**

Chloe will work Monday – Thurs, following the 4-day work week schedule, according to the district calendar, and maintain her caseload as assigned in the role of an SLP. The work assigned will include, but is not limited to, providing therapy, completing assessments, report writing, documentation and attend meetings as appropriate.



**Billing:**

|                                  |       |       |
|----------------------------------|-------|-------|
| District Billing Address:        | State | Zip   |
| 700 N. Catherine Street, Terrell | Texas | 75160 |

|                          |                               |
|--------------------------|-------------------------------|
| District Billing Contact | Tara Carpenter                |
| Email                    | tara.carpenter@terrellisd.org |
| Phone                    | 972-563-7580                  |

Spotter shall submit invoices detailing charges to Client. These invoices will list the name of each Spotter Contract Employee assigned to Client and all charges applicable to each Spotter Contract Employee. Unless otherwise specified in a Work Order, Client shall pay to Spotter the total amount set forth on each invoice within 30 days of receipt of the invoice (the "Due Date"). Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Interest will not be compounded on the past due balance.

**Post Offer Screening:**

This section will lay out the responsibilities of Spotter LLC and Terrell ISD regarding post offer screenings. Texas Senate Bill No. 9 makes it mandatory that any employee who will be in contact with students have proper screening. Spotter will coordinate with the school to ensure the completion of the following:

- Fingerprint – Federal criminal history records check **\*Spotter is unable to provide an equivalent federal background check to a public school without coordinating with the school.**
- Statewide Sex Offender Database check
- Statewide Murderer and Violent Offender Against Youth Database

Spotter will provide state licensure and credentialing. Please indicate if any other post offer screenings are required.

Other post offer screenings:

If Client chooses to forgo the federal background check then Client shall defend, indemnify and hold Spotter LLC, its affiliates and their respective directors, officers, advisors, employees and agents (collectively, "Spotter Indemnitees") harmless from and against any and all actions, causes of action, costs (including reasonable legal fees), claims, damages, liabilities and expenses (collectively "losses") relating to or arising from actions by Spotter Contractor as a result of background issue not searched for or caused by use of drug or substance not tested for, any misrepresentation, negligence or willful misconduct by Client or any its affiliates and their respective directors, officers, advisors, employees and agents (collectively, "Client





Indemnities"). This indemnity shall not apply to the extent that such Losses are determined to have resulted from negligence or willful misconduct of Spotter LLC; or for which Spotter LLC is obligated to indemnify the Client Indemnities.

#### **School Closure / Force Majeure Billing**

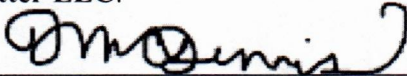
In the event that Client schools or facilities are closed, delayed, moved to remote instruction, or otherwise impacted due to weather events, natural disasters, acts of God, governmental actions, public emergencies, utility failures, or other circumstances outside the reasonable control of Spotter LLC or Client (including but not limited to snow storms, ice storms, hurricanes, flooding, or severe weather conditions), Client agrees that Spotter Contractor time that was scheduled and reserved for Client may still be billable if the contractor remains available and ready to perform services during the scheduled assignment time.

If services can continue remotely, billed hours will continue as scheduled. If services cannot reasonably be performed due to closure or cancellation by Client, Spotter reserves the right to bill for the scheduled hours for that day if less than twenty-four (24) hours' notice of cancellation was provided to Spotter or the contractor.

The parties agree to work together in good faith to reschedule services where appropriate; however, reserved contractor time and staffing commitments remain subject to billing under this Work Order.

#### **AGREED AND ACCEPTED:**

**Spotter LLC.**

By:  Date: 5.20.26

Dawn Callahan Dennis, EdD CCC-SLP, FNAP  
Client Manager

**Terrell ISD**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title: