CONTRACT STAFFING AGREEMENT

Cordia Recruiting and Staffing, LLC, with offices located at 8330 Boone Blvd., Suite 350, Vienna, Virginia 22182 (called "Cordia", "we," "us," and "our" in this Agreement) and Reading School District, with offices located at 800 Washington St, Reading, PA 19601 (called "Client", "you" and "your" in this Agreement) agree as follows:

1. **Statement of Work.**
   You have requested that we supply the services of certain financial services professionals ("Contractors") to you on a temporary basis to supplement your own work force. We shall supply Contractors to you as you may, from time-to-time request, who will work under your direct direction, control, and supervision.

2. **Contractors.**
   Upon approval of this Agreement by all Parties, we shall, at your request, provide Contractors to work at your premises and under your direction. For each such Contractor, we shall send to you a confirming job order or attach an addendum to this Agreement that contains the hourly billing rates that we have agreed to accept and that you have agreed to pay. Exhibit A is a sample of such a job order. In the absence of a job order, you will still be required to pay us for amounts billed for services provided.

   We are responsible for assigning Contractors to you with the minimum qualifications, skills and abilities you specify. We are not your legal partner, principal, agent, insurer, or representative. Neither we, nor any Contractors, have any claim to your revenues related to their work. You are solely responsible for meeting your goals for profits, costs, production, and scheduling. Contractors have no authority to legally bind you or us. You agree that you are responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for your company.

3. **Payments to Contractors.**
   Our invoices represent payroll already paid to our Contractors. Therefore, invoices are due within 10 days of receipt. Contractors are paid when the approved timesheets are received from you in the next pay period.

4. **Direction and Supervision.**
   We are supplying the Contractors to you to supplement your own work force. You are responsible for directing the Contractors to perform the specific services and tasks required consistent with the Statement of Work provided to the Contractors. You agree that you are primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to the Contractors assigned to Client's worksite.

5. **Guarantee.**
   You have the right to end the assignment of any Contractor we send to you at any time. Furthermore, if you become dissatisfied with the performance of any Contractors during the first two workdays of their assignment to you, you may cancel their assignment by providing us with written notice via email within that time frame and telling us that you are dissatisfied. We shall not bill you for the time worked by a Contractor whose assignment has been ended in this way. If you keep a Contractor on assignment for more than two workdays, it will be deemed that you agree that the Contractor's

performance is satisfactory and you shall pay the entire invoice for that Contractor. If we remove any Contractor from an assignment at your direction, we may refuse to assign replacement workers or to assign other workers, if in our judgment, such action is legally or otherwise required or advisable.

6. Disclaimer of Liability.

We expressly disclaim liability for any claim, loss, or liability of any kind resulting from:

a) Your failure to safeguard your premises, processes, or systems; or your decision to entrust Contractors with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.

b) Your requesting or permitting Contractors to use any vehicle, regardless of ownership, in connection with the performance of services for you unless we have given our prior approval in writing.

c) Claims by Contractors for benefits, compensation, damages, contributions, or penalties under any employee benefit plans sponsored and maintained by you, whether or not your plans exclude Contractors from coverage.

d) Claims by any person relating to your product or service.

e) Your assigning Contractors to duties different from their original duties or your making substantial changes to Contractors' job duties or risks without our prior written approval.

f) Claims by any person based on allegations that your business activities damaged the environment.

g) The conduct of your officers, employees, and agents.

h) Failure by you to provide Contractors with a safe work site or to provide information, training, and safety equipment related to any hazardous substances or conditions to which they may be exposed at the work site, whether or not required by law.

i) Claims for special, indirect, consequential, punitive, or lost profit damages.

j) A violation or breach by you of any law, statute, or regulation.

k) Property damage or personal injury, including death, arising out of or resulting from acts or omissions of the Contractors.

7. Indemnification.

Except where expressly disclaimed in this Agreement, each Party shall indemnify, defend, and hold harmless the other Party and its affiliates and their respective directors, officers, employees, and agents from and against any third party claims related to or arising out of a material breach of this Agreement, or the gross negligence or willful misconduct of the other Party.

8. Billing, Payment, and Timecards.

We shall send you an invoice, on a weekly basis, for all hours worked by the Contractors since our previous billing date, plus charges for any other properly billable items. Because Cordia invoices represent payroll already paid, invoices are due within 10 days. The minimum number of hours a Contractor may work on any given day is one hour. If on any given day, a Contractor works less than one hour, the time charged as worked shall be rounded up to one hour and billed as such.

Because invoices are principally based on the number of hours worked by the Contractors, we require each Contractor to submit a weekly record of hours worked during that period that is certified by the Contractor as being accurate. Your representative, indicated by you in Exhibit B, will also have the opportunity to approve this record of hours to verify that the Contractor has worked the hours listed

for you. If your representative does not approve the record of hours within two business days of being presented with it, it will be presumed to be accurate, and you shall pay for the time indicated and abide by the other terms contained on the timecard. You acknowledge that you have no right to set off, withhold or deduct monies from sums due under any invoice.

You shall reimburse us for all reasonable costs of collection, including attorney fees, if you fail or refuse to make payments in a timely manner. If any amounts due to Cordia are past due, Cordia may charge you a service charge equal to 1.5% per month, or the maximum rate permitted by applicable law, on any such past due amounts, with a minimum charge of $2.00 per month.

9. **Liability.**
In no event will either Party be liable to the other or to any third-party for any loss of use, revenue, or profit or loss of data or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

Our total aggregate liability to you for any claims, losses, expenses, or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes whether in contract or tort, including our negligence, shall not exceed the total amount paid to us by you pursuant to the job order to which the claim relates.

You agree that you are responsible for reporting any claim to Cordia in writing during or within ninety (90) days after the termination of the applicable assignment. Cordia will not be responsible for any claim related to the engagement, including, but not limited to, any services performed during such engagement unless you have reported such claim in writing to Cordia within ninety (90) days after termination of the applicable assignment.

10. **Confidential Information.**
Contractors assigned to your premises may have access to certain information that you consider to be proprietary and confidential. It is your responsibility to provide Contractors with and obtain Contractors' signatures on any document protecting such proprietary or confidential information. No knowledge, possession, or use of your confidential information will be imputed to us as a result of a Contractor's access to such information.

11. **Solicitation of Contractors.**
You agree and acknowledge that Cordia has incurred substantial recruitment, training, administrative and marketing expenses and effort with respect to Contractors and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the Contractors constitute Cordia's trade secrets and confidential and proprietary information. Accordingly, subject to paragraph 14(B), you shall not directly or indirectly utilize, offer to hire, hire, or engage as an employee, independent contractor, or freelancer any Contractor assigned to you by us during any such assignment and for a period of one year after the conclusion of such assignment except through us. In addition, you shall not, without our express prior written consent, permit or cause such a Contractor to work for you directly or indirectly through any other firm or individual or while on the payroll of any other firm for one year after the Contractor has ceased performing services for you pursuant to this Agreement. You shall immediately notify us of the completion or termination of all Contractors' assignments.

If you decide to hire, or otherwise engage, a Contractor whose services were referred to or provided to you by us, then you shall pay us a fee in the amount of twenty-five percent (25%) of the

Contractor's annualized compensation, calculated based on the Contractor's hourly rate. Additionally, the fee shall be deemed earned by us and payable by you if any Contractor or candidate referred or provided to you by us, but not engaged by you as a Contractor, is subsequently hired or retained, directly or indirectly, by you, any of your affiliates, or by any third party as a result of your referral of such Contractor or candidate to that third party.

12. **Warranties. Cordia makes no express or implied warranties regarding the services.**

13. **Compliance with Law.**
You, on behalf of yourself and your officers, executives, owners, employees, managers, and agents, represent and agree that you comply with all applicable federal, state, and local laws, regulations, and ordinances relating to safety, equal opportunity, anti-discrimination, anti-harassment, leaves of absence, sick leave, wage and hour requirements, reasonable accommodation, and employee supervision, including, without limitation: Title VII of the Civil Rights Act of 1964; Section 1981 of the Civil Rights Act of 1866; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Pregnant Workers Fairness Act; the Fair Credit Reporting Act; the Family and Medical Leave Act; the Fair Labor Standards Act; the National Labor Relations Act; USERRA; HIPAA; the Occupational Safety and Health Act; applicable Ban the Box and Fair Chance laws; applicable sick leave or other leave laws; and any similar or related state or local law, regulation, or ordinance (collectively, "Applicable Laws"). If any complaints, formal or informal, are made to you by or about any of our employees assigned to work for you, you will promptly notify us, cooperate in any investigation, and take appropriate corrective action with respect to your employees where warranted.
You acknowledge that we are an equal employment opportunity employer and that we refer qualified Contractors without regard to race, color, national origin, sex, pregnancy, gender identity, gender expression, sexual orientation, religion, age, disability, veteran status, citizenship status, or any other characteristic protected by applicable law.

14. **Personal Information.**
We, our agents, or our representatives may share with you, or provide you with access to, certain Personal Information relating to Contractors. "Personal Information" means any information relating to an identified or identifiable natural person, in any form, including paper, electronic, or oral.

    You agree that you shall:
    - maintain all Personal Information of Contractors in confidence and use it solely for the staffing services and compatible purposes;
    - comply with all applicable data protection and privacy laws relating to Contractors' Personal Information;
    - implement appropriate administrative, physical, and technical safeguards to prevent any unauthorized access, use, or disclosure of Contractors' Personal Information and to protect its confidentiality, integrity, and availability; and
    - securely delete all copies of Contractors' Personal Information in your possession upon the later of (i) termination of the staffing services, or (ii) the date such Personal Information is no longer required to comply with applicable legal obligations.

    If you become aware of any actual or suspected unauthorized access to or disclosure of Contractors' Personal Information, you will promptly take appropriate steps to contain and mitigate the incident and notify us as soon as practicable.

15. **Force Majeure**.
Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party, except for any obligations to make payments to the other Party hereunder, for any delays or non-performance under this Agreement directly or indirectly resulting from circumstances or

causes beyond its commercially reasonable control, including, but not limited to: acts of God, fire or other casualty, pandemic, epidemic, quarantine, war, terrorism, strikes, or any law, order or requirement of any governmental entity.

16. Dispute Resolution.

The Parties will first meet and confer to attempt to resolve any dispute. If the dispute is not resolved in 30 days, the Parties will submit the dispute to nonbinding confidential mediation. If the Parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a Party, shall designate a mediator. If a dispute has not been resolved within 90 days, the dispute shall be settled by binding arbitration to be held at a mutually agreeable location and conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except as modified herein (the "Rules"). The arbitration will be conducted before a panel of three arbitrators. Each Party will designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. Each arbitrator must agree in writing to enforce the terms of the Agreement and the Rules to serve on the panel. The arbitrators may render a summary disposition as to all or some of the issues, provided that the responding party has had an adequate opportunity to respond. Any discovery shall be conducted pursuant to the Rules. The result shall be binding on the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction. Each Party shall bear its own costs and expenses in connection with any mediation or arbitration.

17. Choice of Law; Jurisdiction; Jury Waiver.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF VIRGINIA. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS IN OR NEAREST TO HENRICO COUNTY, VIRGINIA IN CONNECTION WITH ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH OF THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

18. Miscellaneous.

a) The services that Cordia renders to Client under this Agreement will be as an independent contractor with respect to Client. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, co-employer or joint employer between the Parties. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, confers any rights benefits or remedies on any other person.

b) Neither Party may assign or otherwise transfer this Agreement, or its rights or obligations under this Agreement, without the prior written consent of the other Party (such consent not to be unreasonably withheld), except that Cordia shall have the right to assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets.

c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that an electronic signature may substitute for and have the same legal effect as a manual signature.

d) If any term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

This Agreement constitutes the entire agreement between you and us regarding the subject matter and may only be modified in writing signed by the Parties.

ACCEPTED AND AGREED TO:

Reading School District

By: _____
Name: _____
Title: _____
Date: _____

Cordia Recruiting and Staffing, LLC

By: _____
Name: _____
Title: _____
Date: _____

CORDIA RESOURCES

EXHIBIT A – 1

JOB ORDER

Pursuant to the Agreement between Cordia Recruiting & Staffing, LLC and Reading School District, dated as of Date MSA Signed, this letter confirms your order for the assignment of the following persons to work at your premises located at 800 Washington St, Reading, PA 19601, on the following dates and at these rates:

Name	Position	Start Date	Straight Time Hourly Bill Rate	Overtime Hourly Bill Rate
Sample	Sample	TBD	$230	$230

Note: *Overtime is defined as all hours worked in excess of 40 in any one week by an individual, or as otherwise defined by applicable contractual provisions or as required by applicable federal, state or local law.*

Description/Scope of Work:
To provide Interim Accounting support as directed by the Superintendent as Interim CFO.

Supervises: Administrative and support personnel within areas of responsibility, including Accounts Payable, Accounts Receivable, Employee Benefits & Risk Management, Payroll, Purchasing, and Tax Office

Position Goal: To provide executive-level leadership and strategic direction for the District's financial and business operations and to ensure the consistent, ethical, and transparent application of policies, regulations, and procedures in accordance with the mission and objectives of the Reading School District and applicable federal and state regulations, rules, and statutes.

1. Serves as an active, contributing member of the Superintendent's Cabinet and collaborates with the other functional departments on District-wide objectives, program planning, and organizational initiatives.
2. Provides executive direction and coordination of all business operations and financial affairs across the District.
3. Develops and implements short- and long-range financial plans that translate the educational priorities of the District into actionable fiscal strategies.
4. Advises the Superintendent and Board of Directors on the overall financial condition, needs, and outlook of the District.
5. Consistently represents the District in a positive and professional manner and maintains collaborative relationships with the Board of Directors, District staff, community agencies,

and other external partners.

Financial Operations & Accounting

6. Leads the preparation, administration, and on-going monitoring of the District's budget as required by the Superintendent and Board of Directors.
7. Ensures all District expenditures remain within approved budget parameters and analyzes, explains, and manages material variances as they arise.
8. Identifies and pursues all available sources of revenue, grants, and funding to which the District may be entitled.
9. Oversees all cash flow management, the investment of District funds, tax collections, accounts payable, and accounts receivable ensuring the application of sound accounting practices and in accordance with applicable regulations, rules, and statutes.
10. Evaluates and maximizes returns on District investments by assessing interest rates and opportunities offered by local and regional banking institutions.
11. Establishes and maintains accounting and expenditure procedures consistent with state and local auditing standards and authorizes appropriate purchase order expenditures.
12. Directs legal advertising and bid scheduling for all District purchases and expenditures in accordance with applicable federal, state, and local procurement requirements.

Payroll & Tax Functions

13. Oversees all payroll functions, including the accurate disbursement of payroll, maintenance of retirement records, completion of mandatory reports and compliance with all applicable federal and state payroll regulations.
14. Works cooperatively with agencies that collect taxes for the District to expedite the receipt of such revenues and to ensure the accurate and timely accounting of such receipts.

Audit, Compliance & Reporting

15. Cooperates fully with external auditing agencies conducting approved audits or reviews of District fiscal records and implements audit recommendations as appropriate.
16. Prepares and oversees the preparation of financial reports, analyses, and required submissions to the Superintendent, Board of Directors, and applicable governmental agencies, including the Pennsylvania Department of Education.
17. Serves as the District's primary liaison to the Pennsylvania Department of Education on matters within assigned areas of responsibility.

Personnel & Departmental Leadership

18. Provides direct supervision of all personnel within assigned departments, conducts annual performance evaluations, and makes recommendations regarding employment actions, including hiring, discipline, and separation, as appropriate.
19. Monitors and assesses the effectiveness and efficiency of contracted services in the areas of responsibility.
20. Fosters a collaborative, high-performance departmental culture grounded in

accountability, continuous improvement, and professional development.

21. Plans and delivers in-service training for Board members, administrators, and support staff on financial procedures, regulatory requirements, and matters affecting the District's fiscal affairs, upon request.

Insurance and Risk Management

22. Oversees the District's employee benefits and insurance programs, including healthcare and Workers' Compensation, in collaboration with the Chief Legal Officer and the Departments of Employee Benefits & Risk Management and Human Resources.

Policy, Communication & Professional Development

23. Drafts, interprets, and disseminates policies, regulations, procedures, and operational guidance to staff within assigned areas of responsibility.
24. Maintains current knowledge of developments in school finance, accounting standards, procurement regulations, and relevant legal requirements by attending training sessions, conferences, and professional workshops.
25. Directs the preparation of and presents the monthly financial reports for the purpose of informing the Superintendent and School Board of the fiscal status of the District.
26. Maintains accurate records and prepares all payments for the District's bond fund account and federal program accounts.
27. Maintains accurate records of all banking accounts and ensures the reconciliation of District records with bank statements.

ACCEPTED AND AGREED TO:

Reading School District

By: _____
Name: _____
Title: _____
Date: _____

Cordia Recruiting and Staffing, LLC

By: _____
Name: _____

CORDIA RESOURCES

Title: _____

Date: _____

CORDIA RESOURCES

EXHIBIT A - 2

JOB ORDER

Pursuant to the Agreement between Cordia Recruiting & Staffing, LLC and Reading School District, dated as of Date MSA Signed, this letter confirms your order for the assignment of the following persons to work at your premises located at 800 Washington St, Reading, PA 19601, on the following dates and at these rates:

Name	Position	Start Date	Straight Time Hourly Bill Rate	Overtime Hourly Bill Rate
Sample	Sample	TBD	$170	$170

Note: *Overtime is defined as all hours worked in excess of 40 in any one week by an individual, or as otherwise defined by applicable contractual provisions or as required by applicable federal, state or local law.*

Description/Scope of Work:
To provide Interim Accounting support as directed by the client as Asst. Business Manager.

Position Goal: To work collaboratively with CFO to manage and maintain a sound budgetary accounting system; develop, implement, and monitor short and long-range plans and objectives for the Office of Business Services; and responsible for planning, organizing and overseeing all aspects of the day-to-day operations of the Business Services Department while working within the organizational goals of the Reading School District.

1. Supervise and monitor Business Services Department support staff as assigned including:
   a. Planning, preparation, coordination, and appraising of the support staff's assigned daily activities.
   b. Establishing goals and performance criteria and evaluating efficiency of assigned areas such as Accounts Receivable, Accounts Payable, Payroll and Tax Office
   c. Coaching, counseling, disciplining, and developing support staff.
   d. Preparing, monitoring, revising, and closing budgets for existing or new programs as well as new grant proposals in accordance with GAAP (Generally Accepted Accounting Principles), the State Accounting Code, and applicable funding/program guidelines.
   e. Complete monthly, quarterly, annual, and financial reports as required by set due dates.
2. Maintain a high level of knowledge regarding current government accounting standards.
3. Assist in preparation and review of Reading School District budgets.
4. Prepare special projects, budgets, analyses, and unit cost calculations.
5. Coordinate all Reading School District accounting operations.
6. Supervise financial operations of Food Service and Student Activities.

7. Oversee payroll function and ensure district compliance with all state and federal regulations relative to payroll.
8. Ensure, by oversight, accuracy of payrolls, banking transactions, transfers and reconciliation of all district bank accounts.
9. Assist in developing financial policies and procedures for the Office of Business Services.
10. Prepare analysis and recommend solutions for all existing and potential problems which affect the Business Services Department.
11. Conduct formal and informal research into operational practices, procedures, material and techniques necessary to effectively operate the programs of the district.
12. Update and implement accounting, daily operations, and year-end procedures for the Business Services Department.
13. Oversee month-end and year-end close process.
14. Participate in audits (annual, State, Federal, etc.) by completing necessary schedules and providing reports and support documentation as required.
15. Substantiate proper controls and accounting procedures for all processes according to sound accounting principles.
16. Perform internal auditing procedures to ensure accuracy of general ledgers.
17. Assist in preparing monthly reports for the Reading School District Board of Directors and all status reports as deemed necessary by the Chief Financial Officer.
18. Assist in developing the financial aspect of employee benefits program.
19. Assist in preparing financial information for contract negotiations.
20. Assist in the implementation and/or upgrades of financial administration software.
21. Act as the Subject Matter Expert (Super User) for financial software applications for Business Services.
22. Assist in coordinating the completion and submission of state and federal fiscal forms as required.
23. Assist in the preparation of financial studies, fiscal management/operational studies and demographic studies as required.
24. Assist Special Education Department with compilation and reconciliation of financial data for required reporting.
25. Assist in implementing the policies approved by the Reading School District Board of Directors in conformity with Federal and State regulations.
26. Implement policy and procedural changes from the Board of School Directors, Superintendent and Chief Financial Officer.
27. Perform other job-related duties as required or assigned by the Chief Financial Officer Superintendent or his/her designee.

ACCEPTED AND AGREED TO:

Reading School District

By: _____
Name: _____
Title: _____
Date: _____

Cordia Recruiting and Staffing, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT B

CLIENT INFORMATION REQUEST

Cordia will have all Contractors enter and track their time in our online timekeeping system, Unanet. All Contractors are required to submit their timesheet weekly to you, through Unanet, by no later 10:00 AM Monday mornings. We request that you approve the timesheets by no later than 3:00 PM every Monday. Unanet approved timecards will be used for billing purposes. An approved timesheet will show your consent for Contractor hours worked and have approved those hours to be billed.

Please use the following form to indicate acceptable approvers of Contractor's timesheets. At least one contact is required.

Approver 1 (Required)

FIRST NAME	**LAST NAME**	**TITLE**
EMAIL	**PHONE**	**SIGNATURE**

Approver 2

FIRST NAME	**LAST NAME**	**TITLE**
EMAIL	**PHONE**	**SIGNATURE**

INVOICE PREFERENCES:
Please email them to:

TO:
CC:
CC: