

Agreement
Between
Wraparound Experts, LLC
And
Brecksville-Broadview Heights City School District Board of Education

Wraparound Experts, LLC, located at 1956 W.25th St., Cleveland, OH 44113, and Brecksville-Broadview Heights City School District Board of Education ("Brecksville-Broadview Heights City Schools"), located at 6638 Mill Rd. Brecksville, OH 44141, collectively "the Parties", enter into this Agreement on this 15th day of September 2026 for the purpose of ensuring the provision of counselor and mental health services through IDEA B funding at Assumption Academy for the 2026-2027 school year.

I. ROLES AND RESPONSIBILITIES:

Wraparound Experts, LLC agrees to provide Assumption Academy with the services identified in Exhibit A to support the academic and social-emotional learning standards (including mental health, behavioral support, and special education support) set forth by the Ohio Department of Education, under this Agreement:

1. All Wraparound Expert employees are properly licensed by the Ohio Department of Education and/or their respective boards, credentialed, supervised, covered under appropriate liability insurance, and maintain valid background checks as required by the state of Ohio to work in school systems.
2. Wraparound Experts, LLC shall maintain comprehensive general liability and professional liability insurance with limits of not less than \$1,000,000 per occurrence. Brecksville-Broadview Heights City School District Board of Education shall be named as an additional insured on all such policies. Wraparound Experts, LLC agrees to indemnify and hold harmless the District, its Board of Education, and employees from any claims, damages, or liabilities arising out of the negligent acts or omissions of Wraparound Experts, LLC or its employees.
3. All Wraparound Experts employees will be evaluated by Wraparound Experts' Supervisors.
4. In collaboration with school leaders, each Wraparound Experts employee will provide services in support of their particular area of expertise and the specific needs of the students/teachers/staff.
5. Wraparound Experts is responsible for the job descriptions of the following employee positions that may be contracted for the 2026-2027 school year:
 - a. School Psychologist/Psychologist
 - b. Intervention Specialist
 - c. Board Certified Behavior Analyst (BCBA)
 - d. Registered Behavior Technician (RBT)
 - e. Classroom Aides/Educational Aide
 - f. Mental Health Counselor/Social Worker
 - g. Speech and Language Pathologist
 - h. Enrichment Teacher
 - i. Remedial Teacher/Title I
 - j. Occupational Therapy/COTA

II. FINANCIAL/COMPENSATION:

Brecksville-Broadview Heights City Schools agrees to compensate Wraparound Experts for the total amounts indicated on Exhibit A for the 2026-2027 school year. Brecksville-Broadview Heights City Schools will be invoiced on the first of the month, each month, for the listed services, beginning September 1, 2026. Invoices submitted on the first of the month must include an itemized log of services provided, specific dates of service, and the total hours worked by the Counselor to ensure compliance with IDEA B grant documentation requirements. Payment is due within 30 days of the date of the invoice. In the event of a late payment, Wraparound Experts, LLC shall provide the District with written notice of the past due amount and a thirty (30) day opportunity to cure prior to any suspension or termination of services.

III. CONFIDENTIALITY:

Each Party agrees to hold and maintain in confidence all Confidential Information of the other Party. Unless otherwise required by law, each Party further agrees not to disclose any Confidential Information of the other Party to any person or entity except to those of its and its Affiliates' employees, consultants, agents, and advisors who have a need to know. Wraparound Experts, LLC acknowledges that in the course of performing services, its employees may have access to student education records. Wraparound Experts, LLC agrees to comply fully with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and Ohio Revised Code § 3319.321. Wraparound Experts, LLC shall not disclose any student records or personally identifiable information without prior written consent of the parent or eligible student, except as expressly permitted by law. Wraparound Experts, LLC acknowledges that Brecksville-Broadview Heights City Schools is a public entity subject to the Ohio Public Records Act (O.R.C. 149.43). Nothing in this Agreement shall be construed to prevent the District from disclosing information as required by Ohio law.

IV. NON-SOLICITATION:

During the term of this Agreement and for a period of 12 months following its termination, neither party shall, directly or indirectly, induce, encourage, or attempt to persuade any employee, contractor, or consultant of Wraparound Experts, LLC to terminate their relationship with the company or accept employment or contractual work with another entity in a manner that interferes with the business operations of Wraparound Experts, LLC.

This section shall not prohibit the District from hiring any Wraparound Experts, LLC employee or contractor who responds to a public job posting or who independently initiates contact with the District seeking direct employment.

Both parties acknowledge that this restriction is reasonable in scope, duration, and geographic limitation to protect legitimate business interests. If any portion of this clause is found unenforceable, it shall be modified to the extent necessary to be enforceable under Ohio law, with the remainder of the clause remaining in full force and effect.

V. INDEPENDENT CONTRACTOR:

Wraparound Experts, LLC and its employees are independent contractors and are not employees of Brecksville-Broadview Heights City Schools. Wraparound Experts, LLC is solely responsible for all taxes, withholdings, and benefits for its employees. Wraparound Experts, LLC

shall complete and submit the OPERS Independent Entity/Worker Acknowledgment Form prior to commencing services.

VI. GOVERNING LAW AND VENUE:

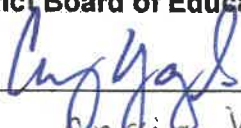
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Cuyahoga County, Ohio.

VII. AGREEMENT:

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Each individual signing this Agreement represents and warrants that they have the actual and legal authority to execute this Agreement on behalf of their respective party. For Brecksville-Broadview Heights City Schools, the Parties acknowledge that this Agreement is not valid, legally binding, or enforceable until certified by the District Treasurer in accordance with Ohio Revised Code Section 5705.41(D).

Accepted and agreed to:

**For Brecksville-Broadview Heights City
School District Board of Education**

Signature: 
Printed Name: Craig Yaniglos
Title: Treasurer / CFO
Date: 10/14/2026

For Wraparound Experts, LLC

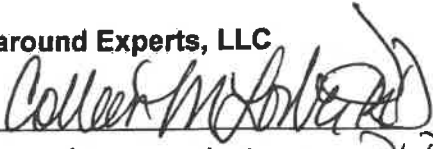
Signature: 
Printed Name: Colleen M Lorber, PhD
Title: CEO
Date: 10-14-26

Exhibit A
Assumption Academy

Brecksville-Broadview Heights City Schools agrees to compensate Wraparound Experts at an hourly rate of \$70.04, not to exceed a maximum total sum of \$38,966.47 for the 2026-2027 school year, without prior written approval from an authorized District representative and the issuance of a valid Purchase Order. The District shall be invoiced monthly in arrears exclusively for actual hours worked and services rendered during the prior month. Under no circumstances will the District advance funds or pay for estimated hours, unworked holidays, or missed shifts.

The following includes a breakdown of each position and the associated cost. The total cost listed is all-inclusive of fees and benefits.

Staffing Positions for Assumption Academy:

Position	Weekly Hours	Total Hours (36 weeks)	Rate	Total
Counselor - IDEA	15.45	556.35	\$70.04	\$38,966.47
			Total:	\$38,966.47

Any additional hours for the Counselor - IDEA position require prior written approval from Brecksville-Broadview Heights City Schools and will be billed at the established rate of \$70.04 per hour. For any other staffing positions identified in Section I(4), no services shall be provided, and the District shall have no financial obligation, unless and until the District explicitly approves both the necessity of the position and its specific hourly rate via a formal, written amendment signed by authorized representatives of both parties.

Brecksville-Broadview Heights City Schools will be invoiced on the first of the month, each month, for the listed services, beginning September 1, 2026. Payment is due within 30 days of the date of the invoice. In the event of a late payment, Wraparound Experts, LLC shall provide the District with written notice of the past-due amount and a thirty (30) day opportunity to cure prior to any suspension or termination of services.

Caileen Mahler
10-14-26