



**OptimALL Services  
Purchase Agreement**

Effective August 24, 2020, Optim-ALL Services , Inc. ("OptimALL") located at 809 Bradford Ct, Ohio 45233 and St. Henrys District High School ("Customer") located at

**1.) Summary of Products and Services:** *Customer will purchase the following OptimALL services:*

**Services:**

***Professional Development in Differentiation***

**2.) Payment Terms: \$3,000**

*Two hours per week of coaching for five weeks of school. Cost includes planning hours as well as identifying resources that will be utilized during the coaching session.*

**3.) Onsite Professional Development:**

**3.1 Description of Services:** OptimALL agrees to provide professional development to disseminate information for the customer on the topic of Differentiation with coach Ella Schweppe.

**Two Hours Direct Coaching for five weeks in a row. Also includes planning and resources**

**4.) General Terms:**

**4.1. Intellectual Property:** Customer acknowledges that OptimALL Services owns the copyright to all tangible or electronic presentations materials, handouts, and /or program books used in conjunction with services performed under this Agreement and no materials will be developed specifically for Customer.

**4.2 Force Majeure:** If events beyond the parties control make it impossible to perform under the agreement, the party unable to perform will not have the liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

**4.3.Termination:** OptimAll may terminate this agreement if OptimALL has not received a purchase by Purchase Order Due Date.

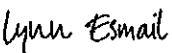
**4.4 Entire Agreement:** This agreement and any exhibits attached hereto institute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or legality of any provision of this agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party or any default or breach hereunder will not constitute a waiver of any provision of this Agreement or an subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and OptimALL.



Principal  
St. Henry District High School

  
Date

DocuSigned by:  
  
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Lynn Esmail  
Executive Director  
OptimALL Services, Inc

8/17/2020  
Date



**Ella Schweppe** has spent the last 5 years as an Academic/Leadership Coach as well as the Jon Peterson Special Needs State Testing Coordinator for OptimALL Services. Ella graduated with a degree in Elementary Education from Michigan State University and Ohio University (Magna Cum Laude). Prior to coming on staff with OptimALL, Ella was a Fourth, Fifth, and Sixth Grade Language Arts and Math Teacher with Lakota Local Schools, Madeira City Schools, both in Cincinnati, Ohio, and Ft. Thomas Independent Schools, Ft. Thomas, Kentucky. Ella has over 60 hours of graduate work in Differentiated Instruction, Reading Curriculum and Development, Technology in Education, and Special Education graduate courses which included Classroom Management, Communication Strategies and Techniques, Philosophy and Cultural Diversity, Leadership and Administration, Advanced Human Development and Learning, and Administrative Partnerships in Special Education.

Ella is a Master Teacher and has been nominated for the Ashland Oil Teacher of the Year in the state of Kentucky. Ella was fortunate to down-size her classroom to 4 students and be a stay at home mom for 12 years before returning to teaching in the classroom.