



BERLITZ JR.
ENROLLMENT AGREEMENT, PART 1
2012-2013 School Year

Institution: Norton City School District
Contact Person: Gwenn Spence
Title: Director of Pupil Services
Address: 4128 Cleveland-Massillon Road
City: Norton
State: Ohio
Zip: 44203
Telephone: 330-825-0863, 330-706-2732
Fax: 330-825-0929
Email: gspence@nortonschools.org

Weekly Schedule:

<u>Grades</u>	<u>Days</u>	<u>Time Periods</u>	<u>Language</u>
K-12	2 days per week	School Hours: 4.5-5.5 hours per day	ESL Services

Start Date: 8/27/12

Length of Program: 34 weeks, 69 instructor days, including time for initial student assessments and OTELA testing. 11/19-26/12; 12/14/12-1/7/13; 3/27-4/7/13.

End Date: 5/24/13

Number of Students: up to 16 students

Tuition: \$24,900.00

Materials: Norton City School District will supply OTELA testing materials as needed. Berlitz will order specialized materials for ESL only if requested and approved by the school district. If materials are ordered by Berlitz, they will be invoiced upon delivery.

PAYMENT SCHEDULE:

<u>Payment #1</u>	<u>Payment #2</u>
\$12,450.00 11/2/12	\$12,450.00 2/15/13

Make check payable to **Berlitz Language Center** and mail to:
Berlitz Language Center, 6133 Rockside Rd., Suite 103, Independence, OH 44131

Berlitz Representative: James Wallace , 216-642-2000

BERLITZ JR. ®
ENROLLMENT AGREEMENT, PART II
2012-2013 School Year

The registration is subject to the following conditions:

1. The programs must be paid for as specified in Part I of this Agreement.
2. The course schedule outlined in the attached Enrollment Agreement is acceptable to both parties. Best efforts will be made to accommodate schedule change requests if the supervising Berlitz Language Center Director is notified by noon of the school day prior to the day for which a change is requested.
3. The Berlitz Jr. supervisor will be available for all regularly scheduled meetings as outlined in the Enrollment Agreement. There will be charges for additional time commitments.
4. Norton City School District agrees that neither it nor any of its subsidiaries or affiliates will, directly or indirectly, employ, solicit for employment, or retain as a consultant, any Berlitz instructor, supervisor, or consultant until a period of not less than one year has elapsed since the instructor's employment with Berlitz has terminated.
5. Berlitz and Berlitz Jr. materials are proprietary to and constitute, in part, trade secrets of Berlitz Languages, Inc. and all rights therein including the copyright are property of Berlitz Languages, Inc. They are for the sole use of Berlitz instructors, employed by Berlitz Languages, Inc. or any of the Berlitz Language Centers, during classes contracted for with Berlitz Languages, Inc. They may not be reproduced except with the expressed written permission of an officer of Berlitz Languages, Inc.
6. Norton City School District agrees to make all payments as set forth in this agreement.
7. Prior to the commencement of the program Norton City School District agrees to obtain any necessary authorization, permit, waiver or certification from any governmental or administrative body or other entity as may be necessary to further the purposes of this agreement including, without limitation, any required for a Berlitz Jr.® instructor to work on school premises. In the event Norton City School District fails to comply with the provisions of this paragraph, this agreement shall terminate with no further obligation by either party to the other.
8. This agreement constitutes the entire agreement between Berlitz Languages, Inc. and Norton City School District and supersedes any prior understandings or agreements between the parties, oral or written, if any. No amendment to this agreement will be effective unless it is in writing and signed by both parties. This agreement will be construed in accordance with the laws of the State of New Jersey, applicable to agreements made and fully performed therein.

Norton City School District

Berlitz Languages, Inc.

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

By: _____
Print Name: James Wallace
Title: _____
Date: _____

(Please return both Parts I and II of the Enrollment Agreement you have signed.)