



BERLITZ JR.

ENROLLMENT AGREEMENT, Part I

2013-2014 SCHOOL YEAR

INSTITUTION: Norton School District

CONTACT PERSON(S): Mr. Eric Morris

TITLE: Director of Student Services

ADDRESS: 4128 Cleveland Massillon Rd, Norton, Ohio 4403

TELEPHONE: 330.825.0863

FAX: 330.825.0929

EMAIL: emorris@nortonschools.org

WEEKLY SCHEDULE:

<u>GRADES:</u>	<u>DAYS:</u>	<u>TIME PERIODS:</u>	<u>LANGUAGE:</u>
K-12	2 days/week	school hours 4-5.5 hours/day	ESL services

START DATE: 9.3.13

LENGTH: 34 weeks, 69 instructor days, including time for initial assessments and OTELA testing.

No service: 12.16.13-1.6.14, 3.31-4.4.14

END DATE: 5.23.14

NUMBER OF STUDENTS: up to 24 students

TUITION: \$24,900

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

PAYMENT SCHEDULE:

PAYMENT 1: \$12,450.00- 11.4.13

PAYMENT 2: \$12,450.00- 2.10.13

Make check payable to **Berlitz Language Center** and mail to:

Berlitz Language Center

6133 Rockside Rd., Suite 103

Independence, Ohio 44131

Berlitz Representative: Ashley Sferra, Learning Center Manager, 216.642.2000

ashley.sferra@berlitz.us



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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 Manager is notified by noon of the school day prior to the day for which the 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 School District agrees that neither it nor any of its subsidiaries or affiliates will, directly or indirectly, employ, solicit for employments, 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 expressed written permission of an officer of Berlitz Languages, Inc.
6. Norton School District agrees to make all payments as set forth in this agreement.
7. Prior to commencement of the program Norton School District agrees to obtain any necessary authorization, permit, waiver, 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 the school premises. In the event that Norton 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 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 School District

Berlitz Languages, Inc.

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

By: *Ashley Sporra*
 Print Name: Ashley Sporra
 Title: LEARNING CENTER MANAGER
 Date: 7.31.13

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