

**BERLITZ JR. ®**  
**ENROLLMENT AGREEMENT, PART 1**  
2015-2016  
**May 11, 2015**

**Institution:** Norton School District

**Contact Person(s):** Mr. Eric Morris

Director of Student Services

**Address:** 4128 Cleveland Massillon Rd

**City:** Norton

**State:** OH

**Zip:** 44203

**Telephone:** 330-825-0863

**Fax:** 330-825-0929

**Weekly Schedule:**

| <u>Grade</u> | <u>Days</u>   | <u>Time Periods</u>   | <u>Language</u> |
|--------------|---------------|---|-----------------|
| K-12         | 2.5 days/week | school hours 4-5.5.hours/day (full day)<br>2-2.5 hours/day (half day) | ESL Services    |

**Start Date:** August, 25, 2015

**Length of Program:** 37 weeks 68 full instructor days, 34 half instructor days including time for initial student assessments and OTELA testing. **No school:** 11/27-12/1; 12/22-1/2; 3/30-4/6;

**End Date:** May 26, 2016

**Number of Students:** up to 24 students

**Tuition:** \$26, 196 (74 full days) + \$ 6,372 (36 half days) = \$32,568

**Materials:** Norton School District will supply OTELA testing materials as needed. Berlitz will order specialized materials for ESL at an additional cost 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:**

\$16,284 due 11/9/15

**Payment#2:**

\$16,284 due 2/15/16

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

**BERLITZ JR. ®**  
**ENROLLMENT AGREEMENT, PART II**  
2014-2015

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. ® instructors will be available for all regularly scheduled classes or meetings as outlined in the Enrollment Agreement (i.e. regularly scheduled lessons, initial student assessment, and OTELA testing. 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 employment, or retain as a consultant, any Berlitz 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 School District agrees to make all payments as set forth in this agreement.
7. Prior to the commencement of the program Norton 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, required for a Berlitz Jr.® instructor to teach its students. In the event 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 California, applicable to agreements made and fully performed therein.

Norton School District:

Berlitz Languages, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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