

BERLITZ JR. ®
ENROLLMENT AGREEMENT, PART 1
2014-2015
May 28, 2014

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) 2-2.5 hours/day (half day)	ESL Services

Start Date: September, 2

Length of Program: 34 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 21, 2015

Number of Students: up to 24 students

Tuition: \$24,900 (68 full days) + \$ 5,336 (34 half days) = \$30,236

Materials: Norton 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:

Payment#1:

\$15,118 due 11/10/14

Payment#2:

\$15,118 due 2/16/15

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. 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: Marie Houston

Title: _____

Title: Learning Center Manager

Date: _____

Date: 5/28/14

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

Limited English Proficient (LEP) English As a Second Language (ESL) Procedures

- 1) Parent/Guardian/Legal Custodian completes Home Language Survey and returns to school office.
- 2) School files original Home Language Survey in student's cumulative file and sends copy to Student Services.
- 3) Student Services contacts Berlitz to make arrangements for initial English language assessment.
- 4) Berlitz contacts school to conduct initial English language assessment.
- 5) Berlitz provides Student services with initial English language assessment results. A copy of the assessment should be placed in student's file.
- 6) Student Services makes determination of Limited English Proficient (LEP or not LEP) based on Berlitz assessment and recommendation.
- 7) Student Services consults with building principal regarding initial English language assessment results.
- 8) Student Services sends Parent Notification Letter to parent/guardian/legal custodian. Letter must be filled out and approval granted before services with LEP student can begin.
- 9) Copy of returned Parent Notification Letter is placed in student's cumulative file by Student Services.
- 10) Berlitz provides parents with a folder with the LEP program information and supporting documents regarding language learning with Berlitz as well as Berlitz Learning Center contact information.
- 11) Berlitz monitors students' progress with quarterly reports sent to Student Services and the students' parents together with the students' report cards.
- 12) Berlitz Learning Center Manager conducts 1-2 class observations in the school district per school year to monitor the program.
- 13) Student Services orders necessary materials for required testing (OTELA) of all LEP students reported in EMIS, and coordinates testing with Berlitz (Teacher Notification Letter available).
- 14) Berlitz administers OTELA to students and returns OTELA materials to Student Services to be returned to State for scoring.
- 15) Student Services is responsible for EMIS reporting for LEP students.
- 16) Student Services notifies parent/guardian/legal custodian and Berlitz of OTELA results.