



## School contract and Boarding school contract

between the

**MAX-RILL-GYMNASIUM SCHLOSS REICHERSBEUERN e.V. (gGmbH i.G.),**

state-recognized Socio-scientific Gymnasium, hereinafter referred to as the Max-Rill-Gymnasium, Schlossweg 1 – 7 in  
83677 Reichersbeuern, Telephone 08041 – 7871 0, Telefax 08041 – 4675,

represented by the general manager and school principal Carmen Mendez I Canalias,

and Mrs \_\_\_\_\_, hereinafter referred to as the person who has the care and custody of  
the child, resident in

\_\_\_\_\_

and Mr \_\_\_\_\_, hereinafter referred to as the person who has the care and custody of  
the child, resident in

\_\_\_\_\_

and the pupil \_\_\_\_\_ Passport number: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Place and country of birth: \_\_\_\_\_

resident in: \_\_\_\_\_

– the persons who have the care and custody of the child and the pupil are subsequently known as the contractual  
partners –

The aforementioned persons who have the care and custody of the child conclude this contract both in their own name  
and in the name of the aforementioned pupil provided that the pupil is not already of full age at the time of the conclusion  
of the contract. Should, however, the pupil already be of full age, then the aforementioned persons who have the care  
and custody of the child conclude the contract only in their own name; the pupil then concludes the contract himself or  
herself likewise by being a signatory to the contract.

### I. School mentoring and supervision

#### § 1 Admission

(1) The pupil is admitted to the Max-Rill-Gymnasium, form \_\_\_\_\_, with effect from 01st September 2023.

a. The student presents an official \_\_\_\_\_ (B2/ B2+/ C1) certificate before entering school.

b. The pupil and her parents confirm with the conclusion of the contract that they will accept and follow the  
recommendations of the school about a possible downgrading to grade 9 no later than the half-year of grade 10 in  
February 2024 in case of underachievement. The school will only make this recommendation if it must be assumed that  
the pupil will not achieve the goal of grade 10 and would have to repeat this grade in the following school year. A possible  
early demotion to grade 9 is aimed at working on existing subject deficits in such a way that the goal of grade 10  
(corresponding to the Mittlere Reife) is achieved.

## §2 Benefits and services in the all-day school

(1) The pupil will be taught according to the respective curricula for the state secondary schools in Bavaria and according to the guidelines of the Bavarian State Ministry of Education, Cultural Affairs, Science and the Arts. He/she shall, if possible, be guided at the Max-Rill-Gymnasium towards passing the "Abitur" exams, which he/she can sit for here in our house.

(2) The terms and conditions of the school regulations for the "Gymnasien" in Bavaria ("Gymnasialschulordnung") apply as well as the other public law regulations which are to be applied in the case of state-recognized schools organized as independent school agencies.

(3) Furthermore, the school regulations of the Max-Rill-Gymnasium in their current form, the resolutions on performance assessment by the teachers' conference and the user regulations for digital devices shall apply.

(4) The school rules and user rules as well as resolutions on performance assessment can be modified within the framework of normal pedagogical discretion. As long as the changes do not affect essential points, they do not have to be communicated to the parents or guardians and are therefore no reason for extraordinary termination. Valid regulations are available to pupils and guardians for viewing online on the school website under "Documents and Plans".

(5) In addition to mandatory courses, pupils are also taught according to the pedagogical concept of the Max-Rill-Gymnasium, devoted in particular to the fields of social learning (for example, class counsel, playtime, pupils' café guild); musical-aesthetic learning (choir, theatre at one's own option); fostering and challenging (support for pupils with dyslexia, or a lesser form of reading and writing disability, intensification lessons, computer algebra system maths teaching from Class 10 on, increased oral foreign languages teaching); and in particular also in the supervised individual and specialized learning periods and guilds.

(6) Mandatory teaching according to the terms and conditions of the school regulations for the "Gymnasien" in Bavaria ("Gymnasialschulordnung") and additional school-specific, compulsory learning periods are spread over the week from

Monday to Friday. Including the guilds, teaching takes place on a daily basis from Monday to Thursday from 8.15 hrs to 17.15 hrs. Teaching in the classes 11 and 12 is organized according to the courses chosen. On Friday, teaching is from 8.15 hrs to 13.00 hrs. On Saturday on boarding school weekends, additional teaching takes place from 8.30 hrs to 12.45 hrs which is compulsory for boarders.

(7) The Max-Rill-Gymnasium ensures, with the help of small learning groups of on average 15 pupils, close individually-orientated support. Classes are accompanied by a class supervision team made up, as a rule, of a female and a male member of the teaching staff.

(8) The Max-Rill-Gymnasium is committed to the furtherance of social learning. The staff of the Max-Rill-Gymnasium fulfil an educational mandate. They help to educate the pupils in terms of humanitarian behaviour – community spirit, consideration, the assumption of responsibility for oneself and for others, tolerance, understanding for the inclusion of children and young people, for persons for example from abroad, from a migration background, for persons with learning disabilities or impairments (for example physical disabilities, autism), and persons with special needs or in social need.

(9) The teachers keep close contact with the parental homes: through learning progress talks twice a year in the classes 5 to 8, consultations as required and prompt communication in case of need.

(10) Expert social-pedagogical accompaniment and counselling help to guarantee community life and learning in the school. Pedagogical members of staff from the boarding school support and accompany teachers in their teaching where required. In addition, the staff of the school cooperate where needed with therapeutic facilities, the mobile special needs education service and other ambulant services.

(11) Further services of the all-day school are: the assumption of the costs of copying teaching material, the normal consumption of material (for example, for art and for the theatre); breakfast in the first big break, lunch, the supply of

food and provisions at special school events; temporarily looking after children in the event of slight illness; if required, transfer by school bus to and from the station in Reichersbeuern before teaching starts and after teaching ends, and, if necessary, to the guilds; the coordination of private music lessons in the school; statutory accident insurance for pupils.

(12) In the event of a legally mandated school closure (eg. in times of a pandemic), classes will take place in an online format via video conference classes and independent study times. Pupils are required to sign in at the desk with a screen view and in appropriate attire with all necessary documents and to participate in the lessons. Furthermore, the rules of the Bavarian school regulations apply.

## **II. Care and support in the boarding school**

### **§ 3 Benefits and services in the boarding school**

(1) The pupil is guided and accompanied according to the respectively valid boarding school regulations. These apply to accommodation, meals and mentoring care throughout the entire week in all school weeks as laid out in the annual plan. The benefits and services named in connection with the full boarding school weeks can by suitable contractual arrangement also be provided during holidays in autumn, winter, spring except Christmas, Easter and Summer holidays.

(2) The boarding school regulations can, within the framework of normal pedagogical discretionary powers, be modified in relation to the individual boarder. Provided that the changes do not affect essential points in the boarding school regulations, they must not be communicated to the persons who have the care and custody of the child and do not thus constitute a reason for an extraordinary termination for cause.

(3) In the boarding school the following pedagogical goals are pursued: attaining to the educational goal that is being strived after, learning to be practically independent in life in the context of a regulated daily structure, the furthering of positive social behaviour, relieving the load on families or, respectively, providing compensation for problematic family situations.

(4) The children and young people are, as a rule, accommodated in one to three-bed rooms and in the upper classes (Q11 and Q12) in one to two-bed rooms. The rooms dispose over basic equipment in terms of furnishings.

(5) On boarding school weekends a leisure programme is on offer and supervised school learning.

(6) In the event of minor illness, pupils are looked after in the boarding school. For international students a health insurance contract is concluded to pay for medical examinations.

(7) Further services provided in the boarding school: the cleaning of the rooms at the beginning of the respective school holidays and, where the pupils of the Classes 5 and 6 are concerned, every week in the school weeks in addition; telephonic communication with parents and W-LAN; use of the washing machine.

(8) A high staff-pupil ratio guarantees close mentoring and guidance of the children and young people in the boarding school. Each boarding school group is accompanied by a team of pedagogues consisting of a male and female member of staff in the case of the groups of young boys and male young persons and by two female members of staff in the case of groups of girls and young women. The staff-pupil ratio lies as a rule at 1 to 12 and, if required, at 1 to 6.

(9) Members of staff maintain close contact with the parental home through regular conversations and consultations. They can be reached at all times via a duty cell phone.

(10) Qualified social-pedagogical accompaniment and counselling helps to secure the attainment of the educational mandate of the boarding school.

(11) In the event of the school being closed by law (eg. in times of a pandemic), lessons will take place in an online format via video conference lessons and independent study times at the boarding school. The lessons are supervised on site. If

the online lessons are attended by boarding school pupils at home, there is no entitlement to repayment of boarding school fees.

### **III. Fees**

#### **§ 4 Fees in the all-day school and in the boarding school**

(1) The fees for the all-day school which comprise payment for the regular teaching services of the Max-Rill-Gymnasium and administrative costs and the costs of the further services described under §3 and for the boarding school which represent the costs for the services and benefits listed under § 4 can be ascertained in the schedule of prices which is respectively valid for the school year in question.

(2) In the fees which have to be paid a year in advance the holiday periods and the resulting reduced costs for the Max-Rill-Gymnasium have been taken into consideration in the overall calculations in such a way that the reduced costs as a result of the holidays have been passed on to help lower the fees for the all-day school and the boarding school for the normal school months. During the one-week holidays, the childcare costs are included.

(3) The amount mentioned in (1) shall be increased by the school fees paid by the state for each pupil of secondary state-recognised public schools (school fee substitute) according to Art. 47 Paragraph 3 of the Bavarian School Financing Act. This state school fee substitute is transferred directly to the Max-Rill-Gymnasium with the consent of the contractual partners. The amount of the respective school fee is shown by the school on the website under "Admission/ Costs".

(4) For grade 13 the full fees for the school year must also be paid. Through the costs that are not applicable for the period between the Abitur and the end of the school year (31 August), a part of the additional costs of teaching in the upper school (small courses/special courses) can be compensated.

(5) The all-day school fees or the boarding school fees must also be paid when, despite the existing range of services offered by the Max-Rill-Gymnasium, the pupil, for reasons lying in his or her own sphere of responsibility, for example in the case of illness or following on a termination of the contract which did not meet the deadline, he or she does not participate in lessons or in boarding school life. The same also applies when, for example, teaching services are not provided through no fault of the Max-Rill-Gymnasium because of illness on the part of teachers or for similar reasons, providing no more than 5% of the teaching services are affected and provided the overall goal of teaching is not endangered and also during the school holidays.

#### **§ 5 Reduction for siblings**

For the siblings of a pupil studying at the Max-Rill-Gymnasium at the same time a reduction of 30% of the all-day school fees or of the boarding school fees will be granted from the point in time when the second boy or girl commences his or her studies.

#### **§ 6 Admission fees**

Upon the conclusion of the contract a one-off admission fee is due according to the terms of the current schedule of prices.

#### **§ 7 Security deposit**

(1) The Max-Rill-Gymnasium charges a security deposit amounting to two times the monthly all-day school fee and the boarding school fee respectively on conclusion of the contract.

(2) The security deposit will be paid back without interest at the latest at the end of the quarter following on the date on which the pupil leaves the Max-Rill-Gymnasium.

(3) The security deposit serves as a security guarantee for offsetting demands that may perhaps still be open in relation to al-day school fees or boarding school fees, or expenditures and damages for which the pupil or the pupil's parents can be made liable.

(4) The full amount of the security deposit or a part of it can be ceded after the pupil has left the school in the form of a tax-deductible donation for investment measures. In this case an appropriate written confirmation will be provided by the Max-Rill-Gymnasium.

## **§ 8 Adjustment clause**

(1) In consideration of the special range of offers of a private school and in order to maintain the necessary degree of economic planning dependability, it may be required, in the event of general increases in prices and costs, to make an adjustment in the contractually fixed all-day school or boarding school fees. In such cases the Max-Rill-Gymnasium is entitled to require an increase in the fees without having to disclose its calculation basis in detail. In the event that price increases render an adjustment in fees unavoidable, this adjustment will take place on 1 September of the year and will be communicated to the contractual partners at the latest prior to the expiration of the statutory period of notice (cf. §15). If the contract is not terminated within the time limit, the new fees will become the terms of the contract in place of the former fees. A right to extraordinary notice of termination on the basis of such an adjustment in the fees does not exist.

(2) The Max-Rill-Gymnasium commits itself in the same fashion to passing on eventual decreases in costs to the contractual partners in such cases in which they are of more than a merely minor nature.

## **IV. Expenditures**

### **§ 9 Expenditures which have to be reimbursed separately**

(1) Not covered by the above-mentioned fees are individually different expenditures which are billed on a separate account of expenditure for each pupil, in particular expenditures for

- teaching material (eg. schoolbooks, workbooks, formularies) and other teaching aids,
- equipment with an iPad, including the software applications and digital textbooks necessary for teaching,
- private lessons eg. for instrumental and vocal training,
- cost-intensive guilds, joint undertakings in the school and the boarding school such as visits to the theatre, the cinema, and restaurants, skiing courses, trips extending over several days, and study trips,
- extraordinary purchases in the boarding school such as clothing, toiletries, décor etc.
- school uniform in one set every two years (three-piece for special occasions),
- where applicable, pocket money or expenditure for travelling home,
- private lessons in cases where they are not given by boarding school staff,
- supervision, feeding and accommodation on home weekends (for the regular use of this service a higher than usual boarding school fee and advance payment are required in accordance with the terms of the schedule of prices).

(2) Calculations of expenditure and itemization of the same are made on a regular basis, at the latest at the end of the school year. For every entry, supporting documentation exists in the administration, and this can, on demand, be sent to the contractual partners in photocopy.

## **V. Payments and the settlement of invoices**

### **§ 10 Payments**

(1) Current school and boarding school fees are due respectively on the first of June for the respective school year.

(2) In the case of payments made to the bank account of the Max-Rill-Gymnasium, the name of the pupil for whom the payment is being made must always be specified.

(3) Payment receipts will not be separately confirmed.

(4) In the event that a direct debit mandate has not been granted, payment must be made by bank transfer to the following account:

HypoVereinsbank Bad Tölz BLZ/Bank Code Number: 700 251 75

Konto/Account Number: 6150 121 130

IBAN: DE38 7002 5175 61501211 30

BIC: HYVEDEMM643.

#### **§ 11 Settlement of invoices**

Invoices must be settled within four weeks after the date of the invoice unless the invoice states otherwise.

### **VI. Liability**

#### **§ 12 The property of the pupils**

The property of the pupils is not insured against loss through carelessness or theft.

#### **§ 13 Exemption from liability**

(1) The Max-Rill-Gymnasium is liable within the framework of the legal provisions

- a) for damages resulting from injury to life, body or health arising out of a the wilful or grossly negligent breach of duty on the part of the Max-Rill-Gymnasium or of a legal representative or a person who acts as a vicarious agent of the Max-Rill-Gymnasium;
- b) for other damages which arise out of a wilful or grossly negligent breach of duty on the part of the Max-Rill-Gymnasium or of a legal representative or a person who acts as a vicarious agent of the Max-Rill-Gymnasium;
- c) and for all other damages in as much as they are covered by an insurance policy taken out by the Max-Rill-Gymnasium and providing that the insurance company concerned does in fact deliver services.

(2) The Max-Rill-Gymnasium does not assume any form of liability above and beyond the damages described in (1) above.

### **VII. Duration of the contract and termination of the contract**

#### **§ 14 Commencement of the contract**

The commencement of the contract is the respective first day of the month in which the pupil enters the Max-Rill-Gymnasium.

#### **§ 15 Proper notice of termination (ordentliche Kündigung)**

(1) The contract can be properly terminated by both partners up to a deadline of four months prior to 31 August. The notice of termination must be received in written form by 1 May at the latest.

(2) If the contract is not terminated in time, it will be automatically extended by one year, beginning on 1 September respectively. If the pupil does not advance to the next highest class/form then the contract will also be extended in the same way, if, according to the terms of the Regulations for the Gymnasium in Bavaria (Bayerische Gymnasialschulordnung), the pupil would be permitted to repeat the class/form he or she had previously attended and a place is available here. Otherwise the contractual relationship is considered as ended at the end of the school year without any special form of termination.

(3) If a notice of termination on the part of the pupil's parents is only received after 1 May but before 31 August of the same school year then the mutual contractual obligations remain in existence in principle in their full extent up until the end of the following school year. If, however, the school has been informed that the pupil will leave and he or she does

not participate in lessons in the following school year within the period of time concerned, there will still be an obligation to pay the school fees in the form of a halved contractual claim for performance on the part of the Max-Rill-Gymnasium as a gesture of goodwill for the first six months of the following school year, that is until 28 or 29 February. The same applies in the event of a notice of termination before the commencement of the contract.

#### **§ 16 Ending or termination of the contract after failing to pass a probationary period**

(1) If the pupil fails to pass the probationary period and if he or she does not continue to attend the school in the class/form below the one he or she was previously in, then the contract will end with effect at the end of the month in which it was established that the probationary period had not been passed without any need of a separate notice of termination.

(2) In the case last mentioned above, the Max-Rill-Gymnasium is not obliged to continue to keep the pupil in the boarding school or in the all-day school respectively beyond the period of time that was fixed for the probationary period which the pupil failed to pass. However, in the event of the conclusion of an appropriate contract between the contractual partners, the pupil may be permitted to stay at the Max-Rill-Gymnasium on an interim basis until a switch to another suitable school.

#### **§ 17 Ending or termination of the contract in the event of a pupil failing to make the grade and to advance to the next highest class**

(1) If a pupil fails to fulfil the requirements necessary for advancing to the next highest class and if for reasons relating to school laws and regulations the repetition of the class and the participation in a re-examination (“Nachprüfung“) are not possible, then the contract ends on 31 August without the necessity of a separate special notice of termination.

(2) If it is permissible in terms of school laws and regulations for the pupil to repeat the class/form, then notwithstanding, in cases in which the pupil fails to fulfil the requirements for advancing to the next class, the contract can be terminated within the period of one week following the handing out of the final report for the year on 31 August.

(3) If a pupil fails to pass the re-examination and if for reasons relating to school laws and regulations it is not possible for him or her to repeat the class, then the contract ends in the month in which the re-examination has taken place without the necessity of a separate special notice of termination.

#### **§ 18 Ending of the contract after taking the Abitur exams**

Unless it is ended prematurely or as a result of some other contractual or legal provision, the contract ends on 31 August of the year in which the Abitur examination has been successfully passed, without the necessity of a separate special notice of termination.

#### **§ 19 Extraordinary notice of termination**

(1) The contract can be terminated by each of the contractual partners for good cause without having to observe a notice of termination provided that facts exist which, taking into account the specific circumstances of the individual case and taking into consideration the interests of all the contractual partners, do not permit the continuation of the contract until the next date for a proper termination whereby reasons which lie in the sphere of responsibility of the declarer and on which the other contractual partners can have no influence, are, in the framework of due balance of interests and on the basis of the trust of the other contractual partners in the continued effectiveness and validity of the contract, as a rule to be viewed as subordinate compared with the interest of the other respective contractual partners in maintaining a proper period of notice.

(2) The contract can in particular be terminated without notice by the Max-Rill-Gymnasium when the pupil

a) seriously infringes against the boarding school or day school regulations, by for example refusing on a sustained basis to learn or to work properly or by displaying improper behaviour or a lack of readiness in terms of a sense of

community,

- b) seriously infringes against proper instructions on the part of the staff of the Max-Rill-Gymnasium or continues to break rules in spite of having been warned against doing so,
- c) calls upon other pupils to infringe against the day school and boarding school regulations or against proper instructions issued by the staff of the Max-Rill-Gymnasiums,
- d) through his or her behaviour , alone or in conjunction with others, jeopardises or harms community life in the day school or boarding school,
- e) is, according to the terms of the contract, obliged to live in the boarding school, but attends the school from an external place of residence in the manner of an external day pupil.

With the exception of particularly serious cases, at least two warnings should be issued in advance threatening the extraordinary termination of the contract. An infringement is particularly serious when a continuation of the contract is unreasonable for the Max-Rill-Gymnasium even despite exhausting the range of disciplinary measures available. The general conference (teachers, boarding school pedagogues) decides in each case when it comes to the question of the Max-Rill-Gymnasium terminating a contract for an important reason, after having heard the pupil and the persons who have the care and custody of the child.

(3) Other legal reasons for termination of a contract and rights to withdraw from a contract remain unaffected; this applies in particular to § 323 BGB (German Civil Code) (withdrawal owing to services not rendered or not rendered according to the terms of the contract).

(4) In the event of an extraordinary termination on the part of the Max-Rill-Gymnasium, made for reasons lying in the sphere of the person having the care or custody of the child, or in the person of the pupil himself or herself, the all day school fees or the boarding school fees respectively continue to be owed to 80% as compensation from the date on which the extraordinary termination became effective until that point in time at which the contractual relationship could next have been properly terminated.

The contractual partner bears the burden of proving that the Max-Rill-Gymnasium has not suffered any damage or only slight damage.

## **VIII. Several contractual partners on the side of the pupil**

### **§ 20 Persons entitled to terminate the contract**

(1) All contractual partners are independently entitled to terminate the contract according to the general terms and conditions. The termination is only valid for the person who has terminated the contract.

(2) If only one of several contractual partners terminates the contract, the Max-Rill-Gymnasium has the right to terminate the contract with the remaining contractual partners with effect from the same date without having to keep to any deadline.

### **§ 21 Joint and several liability**

If, on the side of the pupil, several persons are partners to the contract, then they are jointly liable for fulfilling the obligations arising out of the contract as jointly and severally liable debtors. This obligation continues to exist even when in the meantime the pupil has attained the age of 18.

## **IX. Final clauses**

### **§ 22 Applicable law**

The contract is subject to German law; the UN Convention on contracts for the international sale of goods (CISG) does not apply.



**§ 23 Formalities**

(1) Each party to the contract will receive a copy of the contract.

(2) Any modifications of or amendments to the contract must be made in writing to be legally effective. The same shall apply to any waiver of the written-form requirement. There are no ancillary agreements.

(3) The parties to the contract are agreed that the place of fulfilment for the contractual obligations of the Max-Rill-Gymnasium is Reichersbeuern. Accordingly, the parties agree that the payment obligation of the day school or boarding school fees is a debt to be discharged at the creditor’s domicile with the place of fulfilment therefore also being Reichersbeuern.

(4)

The present translation into English serves the understanding of the contract for the non-German speaking contracting parties, but is not legally valid. The German-language contract shall apply.

**§ 24 Severability clause**

Should one of the terms of this contract be or become unenforceable or invalid, the remainder will continue to be enforceable and valid. The contractual partners shall be under obligation according to the principle of good faith and acting within the framework of what is possible and reasonable to substitute any ineffective provision with a valid clause of equivalent material and economic effect, provided this does not substantially alter the content of the agreement.

**Enclosure: Schedule of prices**

<b>Charges for ongoing services</b>	<b>Yearly</b>
1. All-day and boarding school fees for one year from 1st September till 31st August with service on all weekends and one-week holidays	40.800,--€
2. Advance for expenses (accounting yearly according to usage)	3.000,--€
 <b>One-off charges</b>	
Admission fee for the all-day school and the boarding school	500,-- €
Security deposit on admission (paid back after leaving)	6.800,-- €

The price schedule is a constituent part of the school contract and, where applicable, of the boarding school contract. The contractual partners confirm with their signature that the marked services and charges have been agreed from the month in which the pupil enters the school according to the terms of the school or, where applicable, boarding school contract.

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Place, date                      Signature of the person having the care and custody of the child

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Place, date                      if necessary, signature of the pupil if he/she has reached legal age

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Place, date                      Principal/ chief executive management of the Max-Rill-Gymnasium Schloss Reichersbeuern