

General Terms and Conditions of the School and Boarding Contract

in the version of 30th of March, 2020

I. Parties to the Contract and the contractual term

- 1. The parties to the Contract are
 - a) the parents or guardians of the student (hereinafter referred to as the "legal guardians"),
 - b) the German non-profit corporation "Schule Schloss Salem gemeinnützige Betriebsgesellschaft mit beschränkter Haftung (gGmbH)" represented by at least two members of the School Management (hereinafter referred to as the "School"); the School Management is composed of the Principal, the Business Manager and the Director of Studies,
 - c) and the student, should he/she be of full age (hereinafter referred to as the "student").
- 2. The School and Boarding Contract shall be concluded for a term of one school year. The Contract shall be extended for one year in each case, if it has not been terminated at six months' notice to take effect on 31st August of a given year.

The Contract shall terminate at the end of the school year (31.08. of the year) in which the student is admitted to the "Abitur" or "IB" examination; this shall also apply if the student fails to pass the Abitur or receive the IB Diploma.

3. The school year shall commence – regardless of the respective holiday periods – on 01st September and terminate on 31st August of the following year.

Unless otherwise agreed, no services shall be rendered by the School during the holiday periods stipulated by the School. The School and Boarding fees however, shall nevertheless still be owing for these periods, as a calculated annual amount is concerned that is distributed over the twelve months in twelve equal portions.

For the International Baccalaureate students who have passed their final school-leaving examination, and for the Abitur students who have passed their oral Abitur examination, the services rendered by the School shall cease on the day after the last examination. However, the School and Boarding fees shall be owing up until the end of the school year (31.08.), as the School and Boarding fees owing concern a calculated annual amount that is distributed over the twelve months in twelve equal portions.

4. Extraordinary events, which affect the contractual relationship through no fault of their own and which cannot be prevented by the contractual partners according to the situation of the matter (natural catastrophes, terrorist attacks or epidemics as examples of so-called force majeure), lead to a cancellation of the school's obligation to perform during the duration of the event. The obligation to provide services in return shall not apply if the force majeure lasts longer than 8 weeks.

II. Probationary period

1. The first four months of attendance during the first contractual year shall be regarded as a probationary period. The School or a staff member authorised by the School (e.g. the Head of Boarding) may extend the probationary period by a further eight months without stating any reasons. The legal guardians and the student, if over 18, shall be informed of the decision in writing.

- 2. During the probationary period the Contract may be terminated by both parties within the first four months of the student's presence, without stating any reasons, i.e. at the end of the respective school half-year following the probationary period. For the student's admission prior to 31st December of the school year, this will be 28th/29th February (end of the first school half-year), or for admission after 1st January of the current school year, the 31st August (end of the second school half-year). The School and Boarding School fees are due at the end of the respective school half-year, for which time the notice for the probationary period becomes effective.
- 3. Should the contractual relationship be terminated and resumed at a later date (cf. IV. No. 3. b), a new probationary period shall not necessarily be required.

III. Suspension – threat of expulsion

- In the event of a student's misconduct, the School or a staff member authorised by the School (e.g. the Head of Boarding) shall be entitled to suspend the student from the School and/or Boarding School for up to four weeks and/or threaten to expel the student from the School.
- 2. A case of misconduct shall be given if the student breaches the respectively valid version of the School and House Rules and/or the Educational and Disciplinary Measures of his/her School level to a considerable extent and/or repeatedly contravenes the instructions of the School staff. This shall apply particularly for breaches of the prohibition to consume intoxicants and addictive drugs, for breaches against the alcohol and nicotine restrictions and breaches of the regulation for keeping and/or driving motor vehicles of all kinds.

The School is entitled to have room and cabinet inspections carried out by authorised staff members (e.g. the Head of Boarding, mentor), in order to ensure that no intoxicants, drugs, alcohol or other harmful substances are brought into the School. During the process, the student may be asked to open any sealed containers. These checks must always take place in the presence of a student's representative (for example, a Wing Helper).

The School is permitted to carry out urine and alcohol tests, in order to ensure that the alcohol and drug regulations are adhered to. The School may also require hair tests to be carried out, should there be any suspicion of substances being consumed that cannot be detected by urine tests.

In case of a positive test result, the legal guardians are obliged to pay the costs of the test.

- 3. The School or a staff member authorised by the School (e.g. the Head of Boarding) shall decide on the suspension and/or the threat of expulsion from the School.
- 4. The legal guardians and the student, if over 18, shall be informed in writing by the School or by a staff member authorised by the School (e.g. the Head of Boarding) of the suspension and/or threat of expulsion from the School.
- 5. A suspension shall also be permissible in the case of a contagious disease. The decision on this shall be taken by the School or a staff member authorised by the School (e.g. the Head of Board-ing) in agreement with the School doctor and/or the health authorities.

IV. Notice of Termination of the Contract

1. Form

a) The School and Boarding Contract shall only be terminating in writing.

- b) Notice of termination on the part of the School shall already have effect upon the receipt thereof by one of the legal guardians, or by the student, if over 18, who has additionally acceded to the Contract.
- c) A partial notice of termination of the School and Boarding Contract shall not be possible.

2. Effectiveness

Upon receiving notice of termination of the contractual relationship without notice, the School shall no longer be obligated to accommodate the student at the Boarding School and/or give the student schooling. The student shall lose the right to enter the School and the Boarding School.

Upon receiving notice of termination with notice, the same shall apply at the end of the respective school year in which the contractual relationship ends.

3. Termination with notice

- a) A termination of the School and Boarding Contract shall be possible at six months' notice, respectively, with effect at the end of a school year. The termination at the end of the school year (31st August), is to have been received accordingly by the School by 28th /29th February of the current school year, at the latest.
- b) Termination with notice on an agreed date shall also apply if the student should leave the School for a period of stay abroad that has not been organised by the School. This shall also be applicable if resuming the contractual relationship after the period of stay abroad is intended. In this case, however, a renewed admission fee shall not be owing upon re-entering the School.
- c) Should a student fail to successfully complete the school year and should it not be possible officially to repeat the class, the contractual relationship shall end with effect on 31st August, without a separate notice of termination being required. Even if it is possible to repeat the year, the contractual parties may nevertheless terminate the contractual relationship; the notice of termination may be given without stating any reasons, within seven days of being handed out the annual school report, with effect on 31st August, if the legal guardians and also the student, if he/she is over 18, and has acceded to the Contract have been informed by the School in writing at least four weeks prior to being handed out the annual school report, that the student will possibly not pass the school year.

4. Termination without notice

- a) The School and Boarding Contract may be terminated without notice by the School at any time on important grounds, if the School can no longer be expected to continue the Contract. As a rule, an important reason shall always be deemed as founded if
 - aa) the due School and Boarding fees of at least one monthly amount have been dunned twice in writing, without success,
 - ab) after effected suspension and/or after effected threat of expulsion from the School in accordance with No. III., another case of a student's misconduct is given, which in turn justifies a suspension and/or a threat of expulsion from the School in accordance with No. III.,
 - ac) the student upon reaching full age during the term of the Contract, refuses to declare his adhesion to the School and Boarding Contract in accordance with No. X.,
 - ad) the legal guardians, owing to their behaviour towards the School or the persons employed there, express that they cannot support the learning and educational concept of the School, this thereby rendering a constructive cooperation difficult or making it

impossible. This is particularly the case, if written instructions given by the School are ignored, or the School's reputation in public is knowingly damaged.

- ae) proof of vaccinations, that have to be taken by law, are not presented.
- b) In the case of particularly severe breaches, a suspension and/or threat of expulsion from the School shall not be required beforehand. A particularly severe breach shall be given particularly if
 - ba) the student threatens to use, or uses violence against others,
 - bb) the student behaves in a particularly disrespectful, irresponsible and insulting manner towards a fellow student or staff member at the School, which shall also include the non-observance of a (physical/sexual) distance, which would be sufficient to humiliate the fellow student or staff member in his/her personal dignity, but especially also the publication (digital and/or in writing) and/or passing on of such information; the same shall be applicable for behaviour that is sufficient to damage the School's reputation in the public, and for which reason the continuation of the contractual relationship cannot be expected,
 - bc) a student is highly suspected of having committed a crime, and the School cannot therefore be expected to continue the Contract,
 - bd) the student has breached the drugs regulation (regardless of the type and quantity) signed at the time of concluding the Contract,
 - be) the student poses a danger for himself/herself or other persons for health reasons,
 - bf) the student breaches the regulation on keeping and/or driving a motor vehicle,
 - bg) at the time of admission, the legal guardians or the student, if over 18, have/has kept silent about essential facts relevant to staying at a Boarding School, or have/has presented these wrongly.

Prior to giving notice of termination, the student and in addition, if the student is under 18, at least one of the legal guardians shall be heard by at least one member of the School Management. The hearing may also take place over the telephone.

The termination without notice shall be decided by the School. The student and his/her legal guardians shall be notified in writing of the expulsion from the School.

5. Compensation

Should the Contract be terminated by the School without notice, or by the legal guardians/ student without giving notice in due time, the obligation to pay shall not lapse until the end of the respective school year, unless the School has specified culpable conduct as being the reason for terminating the Contract.

The obligation to pay shall be reduced if, and provided that the School place thus becoming vacant, can be verifiably filled again in the same school year after the student has left the School. The School has, upon written request, the obligation to provide information on this, which is checked for correctness by the respective Chairman of the Parents' Council. The Chairman of the Parents' Council shall then be given an insight into the school-year lists before and after the student has left the school, and into the respective contractual agreements of the newly admitted students of the respective school year, concluded after the student has left.

The obligation to pay is reduced - if no reduction has been made in accordance with clause 2 - by the expenses saved after the student leaving. This will be a fixed amount of 5 % of the total costs invoiced. The legal guardians/student shall be permitted to provide evidence that the school has not suffered any damage whatsoever, or considerably less than the fixed amount.

V. a) Services rendered by the School

The School shall render the following services for Boarding School Students:

- 1. a) schooling (in conformity with the educational plans of the Ministry of Education for Baden-Württemberg and the International Baccalaureate Organisation),
 - b) lessons in "German as a foreign language" (DaF) for students without any knowledge (or without sufficient knowledge) of German who attend Years 5 and 6 of the Integrated Language School for a period of six months during their first year at the School,
 - c) support for "German as a foreign language" accompanying the lessons in Years 8-10 in the German system (2 x 45 min. per week) during their first six months at the School,
 - d) lessons in "English as a Second Language" (ESL) in Years 8-10 in the International Classes (2 x 45 min. per week) during their first six months at the School,
- 2. Supervision (see V. b)) and Boarding School education in accordance with the principles of Schule Schloss Salem,
- 3. Board and accommodation,
- 4. Regular cleaning of the bedding,
- 5. Health care and medical care (for minor illnesses, in the sickrooms at the School),
- 6. The first medical examination by the School doctor on the student's admission at the School,
- 7. The first two counselling talks in the case of intervention by a School psychologist,
- 8. Sport activity (within the scope of the possibilities at the Boarding School),
- 9. Handicraft lessons and handicraft in "Guilds" and participation in the "Services" (obligatory in the School year levels intended for them, and otherwise voluntary, depending on the possibilities available),
- 10. Participation in the musical and literary groups (choir, orchestra, theatre groups, etc.) and in other workgroups, according to the respective offer,
- 11. Insurances in accordance with XII. No. 3,
- 12. Language examination fees (e.g. Goethe Institute) if the School has stipulated participation in the examination as a compulsory part of the schooling,
- 13. Licenses for Microsoft Office package and the Costs for Word, .xls and .ppt "Driving Licence"
- 14. Transport between the School locations, and to events, which are part of the compulsory School or Boarding-school offer.

V. b) Supervisory obligation

The School regards itself as being obligated to anticipate foreseeable dangers to its students. Furthermore, it makes every reasonable effort to ensure that students do not get hurt and that they do not harm any other persons.

At all times during schooling and stay at the Boarding School, the School has the right to know where the students who are entrusted to its supervision are, and what they are doing. This, of course, requires the students to comply with the relevant attendance and reporting obligations. The latter is ensured at regular intervals, e.g. during the morning and evening attendance checks.

The extent of the actual supervision carried out depends on numerous factors such as, for example, the age and specific personal characteristics of the students, the size of the group, the local conditions, the number, controllability and assessability of potential sources of danger, the objective dangerousness of the activity, or the number of supervising tutors. The students are therefore supervised by the School in a systematic way that is appropriate for their age, but they are also introduced to dealing with dangers that occur during everyday life.

It is not possible to guarantee a constant presence of supervisors during all their extra-curricular and social activities. Subsequently, the Boarding School and the School are responsible for showing the students reliable action and reaction patterns for dealing with dangerous situations, and for enabling

them to gain their own experiences through regular exercises. The School is thereby very conscious of any negative and borderline experiences, as these also contribute towards giving the students an overall, genuine picture of their everyday reality and a comprehensive, practical wealth of experience.

From a wide variety of reaction possibilities, the School's staff can choose the one that best suits the respective situation from their subjective point of view. All the decisions made, as well as the way in which the supervision is handled by the staff, must be based on a pedagogically comprehensible education concept, and be reasonable in the given situation, as far as this can be judged.

Educational freedom and scope for decision-making are only limited in cases where the well-being of the student appears to be endangered, due to the specific idiosyncrasies of the person in need of supervision, or the discernable danger of the situation.

In order to fulfil their supervisory obligation in the correct manner, four duties can be distinguished, which, from the School's perspective, however, are not viewed in isolation, but always have to be considered in context:

1) Duty to provide information

Whilst on duty, the School staff must have a basic overview, and in the case of unusual situations, gain a quick and personal impression of the given situation from their observations and/or inquiries, as the case may be. Only in this way is it possible to identify risks in advance, and take preventive action against any risks and/or damage.

The School has to keep itself up-to-date with the personal circumstances of the students. Any information that is important for the specific structuring of daily life at the School and Board-ing School, or may be important in individual cases (e.g. disabilities, illnesses, medication in-take, allergies, swimmer/non-swimmer, sport restrictions, etc.) must therefore be passed on proactively by the legal guardians, on an ongoing basis.

2) Duty to avoid sources of danger

The School considers it its primary duty to identify and eliminate any dangers to which the students may be exposed. Accordingly, the staff need to be aware of any specific details relevant to the environment in which they allow the students to be, and instruct them accordingly, e.g. about any possible sources of danger in the buildings and in the surroundings, emergency exits and escape routes, the safety precautions for any possible game equipment, emergency call facilities, the locations of fire extinguishers, first aid material, etc. The School must therefore insist that legal guardians only provide the students with items (especially electrical appliances) that meet the safety requirements and bear the CE mark. The CE mark indicates that the product to which it is attached, complies with the requirements for all the EC directives applicable to this product. It is not possible for the School to verify this on a case-by-case basis, and in that regard, it has to pass on the liability to the owner, should any damage occur due to the defectiveness of the item.

Since it can be assumed that any risks prevalent in the immediate School environment are known, the School's students can, after checking out, move freely within a radius of up to 15 km from the School on foot, by bicycle or by public transport (see also the age-specific Boarding School Regulations in the House Rules for Years 5-10 and the Salem Upper School level).

3) Duty to warn about dangers

The students are kept away from any sources of danger either through prohibitions or warnings, or they are given instructions on how to deal with these sources of danger (e.g. machines and tools used in the guilds and services). The warnings and explanations are set out in a form and intensity appropriate for their age, such that they are really taken notice of seriously by the students. The School will always assures itself as to whether they have understood the information, by asking them, and due to the constant fluctuation in students at the School, the hazard-relevant instructions are repeated at regular intervals and recorded by the mentor or class teacher. Prohibitions are not an end in themselves. The factual reasons prompting the School to impose a prohibition are made transparent, respectively. Only in this way are their observance and compliance guaranteed.

4) Duty to perform the supervision

Instructions, warnings and prohibitions will not be sufficient in a large number of cases. The School staff must therefore always make sure that their instructions are followed, and continuously carry out checks at irregular intervals.

VI. School and Boarding fees and other costs

- The School and Boarding fees for the normal payment group (Group N) shall cover the offers listed in No. V. as services rendered by the School. The School and Boarding fees shall be invoiced by the School. After transferring the School and Boarding fees, the amount shall be credited to an account which is held at the School for the student (the so-called "Elternkonto"/parents' account). The legal guardians (also after the student has reached the age of 18) shall receive a status report once a month on the status of the account, showing a credit or debit amount.
- 2. Special services and additional costs listed in No. VII, shall be invoiced separately, debited from the "Elternkonto" (parents' account) and similarly listed in the monthly status report.
- 3. The amount of the School and Boarding fees shall be stipulated each year by the School Management. The amount shall be stipulated in each case at the beginning of a new school year for the following school year. The legal guardians shall be notified thereof, at the latest, one month prior to the last possibility for terminating the Contract with notice, in order to give them the possibility of terminating the contractual relationship with effect at the end of the school year.
- 4. The voluntary excess payments (Groups A F) shall be used by the scholarship fund of the School exclusively for enabling other legal guardians with inadequate financial means to send their children to Salem. For these excess payments an all-inclusive donation receipt shall automatically be issued at the end of a calendar year, respectively.
- 5. The School and Boarding fees for one school year are due in advance as a total amount, four weeks prior to admission at the School, or four weeks prior to the start of the new school year.

Should no advance payment be made, the contracting party shall, at least four weeks prior to admission to the School, or prior to each subsequent school year, submit a loan agreement (with assignment in favour of the School to the amount of the School and Boarding School fees for one school year) with a financing bank, or a guarantee agreement in favour of the School, which guarantees and/or secures the monthly instalment payment. For monthly payments, the amount of the School and Boarding fees shall be due in advance on the first workday of each month.

The additional costs shall be due eight days after the invoice having been sent to the legal guardians. The third workday after transfer to the carrier shall be valid as the delivery date. The invoice shall be handed over to the carrier on the date of issue.

- 6. In the case of payment of the School and Boarding fees twelve months in advance (annual payment for Group N) a discount shall be granted that shall be specified each year anew by the School Management. Special agreements may be made for payments rendered several years in advance.
- 7. For overdue payments received, interest shall be charged on arrears of 5 % above the respective basic interest rate of the European Central Bank.
- 8. If several brothers and sisters attend the School at the same time, the rate for **Group N** shall be reduced respectively by 10 % for all the brothers and sisters. Should one of the brothers or sisters leave the School during the course of a school year, and the remaining student have no other brothers and sisters at the School, the reduction shall cease to be granted as from the month after his/her brother or sister has left the School.

For the children of former Salem students, a discount of 1.5 % is granted on the School and Boarding fees. The parents, whose children have attended the School for longer than four years, are granted a Loyalty Discount of 1.5 % in the fifth year of attendance.

The receipt of a School and Boarding fee which does not conform with the contractual agreements, does not constitute a conclusively declared acknowledgment of the School to a change in the contract. The School shall also have the right to make a subsequent claim at a later date.

- 9. The **admission fee** of the respectively stipulated amount shall be due eight days after signing the School and Boarding Contract.
- 10. With the first invoice for the School and Boarding fees a non-interest bearing **security deposit** shall be due. This shall serve for pre-financing costs paid in advance or temporarily financed by the School in accordance with No. VII. which shall be debited from the respective parents' accounts. The security deposit shall not be paid back until after the student has left the School and until after the account has been settled, insofar as it shall not serve for setting off a balance of debit. Set off or netting with the security deposit shall not be permissible on the part of the legal guardians or the student during the term of the Contract. The School may pay back the security deposit to discharge debts to any of the contractual parties, unless a specific account and a specific authorised person is named in the notice of termination.

The amount of the security deposit shall be equivalent to two times the monthly amount of the School and Boarding fees.

Insofar as, and provided that approval is given for direct debit from an account for collecting the School and Boarding fees and additional costs, the security deposit shall be reduced to one monthly rate.

The amount shall be due within eight days of invoicing by the School. In this respect the regulation stated under No. VI. 5. regarding the receipt of the invoice and the day due for payment shall be valid.

VII. Additional costs

The following additional costs shall be invoiced separately insofar as these services have been availed of and are invoiced by the School, i.e. the School has made advance payments for services that the student has benefited from:

- 1. Costs for medical or psychological care and treatment, for medication, etc., and for hospitalisation. Should payments be made to the School by a health and accident insurance, these shall be credited to the "Elternkonto" (parents' account),
- 2. Costs for looking after and cleaning personal washing and (school-)clothing, should the students (after purchasing special laundry tickets) not wash and dry their washing at the Boarding School,
- 3. Costs for special-need teaching and extra tuition and the DaF and ESL language support, insofar as this is not to be provided by the School according to V.a) 1. b)-1 d),
- 4. Costs for music lessons (for a musical instrument) and individual or group singing lessons and for private music lessons,
- 5. Costs for teaching special types of sport and for coaching beyond the normal Boarding School offer (e.g. golf, tennis and horse riding),
- 6. Costs for the materials used for handicraft lessons (guilds and creative activities),
- 7. Costs for school books and reading matter, unless provided under the principle of the free supply of educational aid to students,
- 8. Pocket money to the respective amount specified by the School,
- 9. Telephone calls,
- 10. Travel expenses (arrival and departure to/and from school, trips, even if they are organised by the School (e.g. Wing excursions, exchanges, Round Square Conferences, Model United Nations, etc.),
- 11. Costs for excursions over several days, study trips, skiing and dancing lessons,
- 12. Cost for outings to the theatre and concerts, one-day school and skiing outings,
- 13. Costs for official documents that may have to be applied for (visa, etc.),
- 14. Costs incurred for the IB students due to fees that the International Baccalaureate Organization (IBO) charges for registration, examinations and other services in connection with the International Baccalaureate (IB),
- 15. Costs for examinations held by other organisations (e.g. SAT), insofar as the School has not stipulated that it is compulsory to take them (see V. No. 12),
- 16. Costs for school uniform.

With respect to all the services (except for No. 14), the legal guardians may declare that they do not wish this to be paid, or paid out by the School. For the services 3., 4., 5. and 11. the School is moreover obligated to ask the legal guardians for their written consent.

For services 1., 3., 4. and 5. a contractual relationship immediately arises between the service provider and the legal guardians. Therefore, the fee shall not be owing to the School. The legal guardians may however grant their consent to the payments being settled with the respective service provider through the School.

The legal guardians or the student, if over 18, shall be obligated whatever the case, to pay the School any additional costs that have been prepaid by the School. Any warranty claims, claims in tort and claims to compensation for damages shall be asserted in this respect by the legal guardians or the student, if over 18, directly to the service provider - particularly as regards the services stated under 1., 3., 4. and 5. To enable assertion by the legal guardians or the student, if over 18, the School shall -

if necessary - transfer its claims concerning these matters to them. In the event of non-transfer, the School undertakes to fulfil legitimate claims with the service providers internally.

VIII. School and House Rules

Upon signing the School and Boarding Contract, the School and House Rules and the Educational and Disciplinary Measures for the respective School level shall be recognised explicitly in their respective version. This shall apply particularly for the prohibition to consume intoxicants and addictive drugs, for the alcohol and nicotine restrictions and for the regulation on keeping and/or driving motor vehicles of all kinds.

IX. Authorisation to commit to medical care

- 1. The School shall be authorised to commit the student to medical care. Should a student become seriously ill, or have to be taken to hospital, the School undertakes to inform the legal guardians immediately.
- 2. The costs for medical or dental, physical or psychological treatment or hospitalisation shall be settled directly between the doctor or health institution and the student or legal guardians. The legal guardians may however grant their consent to the payments being settled with the respective service provider by the School or from the parents' account.
- 3. Upon concluding the Contract, the legal guardians shall be obligated to inform the School of any illnesses and allergies of the student that influence the School activity. The School shall not be obligated to take over additional costs incurred due to a course of treatment or special care.
- 4. In the case of contagious diseases that are stated in the German Law on the Protection against Infection (Infektionsschutzgesetz), the legal guardians shall ensure that the student does not enter the School, or that he/she leaves the School at the request of the Head of Boarding and the School doctor and/or the health authorities until his/her recovery. Evidence of recovery shall be provided by a medical certificate.

X. Legal age

- 1. If a student has already attained full age at the time of concluding the Contract, he/she shall also recognise the obligations contained in the Contract as being fully binding for himself/herself due to signing the Contract. Should he/she attain full age during the term of the Contract, his/her accession to the Contract shall be effected in a separate declaration. Should the student refuse, the School shall be authorised to terminate the Contract without notice.
- 2. Otherwise, the agreements in this Contract shall retain their unrestricted legal validity, also after attaining legal age. Legal guardians and students shall become joint and several debtors.
- 3. Students who have attained full age may give notice to terminate the Contract also with effect for their legal guardians, in the same way as a notice of termination on the part of the School towards a student of full age shall be effective for all the contractual parties.
- 4. The School shall also remain authorised to notify the legal guardians of circumstances directly affecting the contractual relationship after the student has attained full age. This shall particularly include notification of the student not going up to the next school year, and any misconduct by the student.

XI. Declarations by and for other legal guardians

- 1. On signing this Contract, several legal guardians shall mutually authorise each other to submit declarations of intent within the scope of this Contract. Written documentation and notifications given by the School to one of the legal guardians shall be recognised by other legal guardians as also having been received by them.
- 2. The School shall be authorised to recognise a declaration of intent of one of the legal guardians only if all the legal guardians submit this declaration of intent in writing.

XII. Insurances

1. Health insurance

The legal guardians shall provide the School with written evidence of having taken out private or statutory health insurance cover, by naming the insurance company and the insurance number.

For students from abroad, a confirmation in German or English by the respective health insurance shall additionally be presented, together with the confirmation that the confirmed insurance cover also covers medical services in Germany. Should a confirmation of this kind fail to be presented at least fourteen days prior to commencing their schooling, the School shall be entitled to insure the student itself at the expense of the legal guardians.

The School shall be entitled at any time to being given evidence in writing of the health insurance having been taken out.

2. Liability insurance

The legal guardians shall be obligated to take out a personal liability insurance with respect to their relationship with the School. Written evidence of the insurance cover shall be given four-teen days prior to commencing schooling. The School shall be entitled at any time to being given evidence in writing of the health insurance having been taken out.

3. The School shall take out the following insurances for the students:

a) Accident insurance

The insurance protection shall cover all the accidents in which the students are involved during their stay at the Boarding School. This shall also include all accidents occurring during travel to and from the School at the beginning or end of a school period, during events held outside the Boarding School and also personal accidents during their free time and holidays. The insurer shall grant the students insurance cover with the following benefits, unless the accident falls under the statutory accident insurance:

Disability benefit with progression 225 %	EUR 100.000,
and for full disability	EUR 225.000,
Transitional benefit	EUR 5.000,
Rescue costs	EUR 10.000,
Costs for cosmetic surgery	EUR 5.000,

Accidents for which there is statutory accident insurance cover shall not be covered by the insurance. Should statutory accident insurance cover exist, and should the injured person therefore not receive any pension, due to the reduction in earning capacity failing to amount

to at least 20 %, the additional insurance shall pay a capital allowance in the case of a reduction in the earning capacity of up to 19.9 %. This capital allowance shall be assessed in accordance with No. 2.1 AUB 2010 (General Accident Insurance Conditions).

b) Personal liability insurance

The student's statutory third-party liability shall be insured against liability claims arising from damaging events, provided that the student does not receive benefits from another liability insurance policy.

This shall include the statutory third-party liability arising from damaging events occurring abroad. When participating in occupational and social practical courses, and in vocational, occupational and job orientation surveys in businesses, the insurance protection shall also cover third-party liability claims due to damages to third-party property, resulting from an activity of the student with or using these items (e.g. processing, repair, transport, examination, etc.).

The insurance coverage shall be:EUR 3.000.000,--lump sum for personal injury and material damage,EUR 100.000,--for financial loss.

c) Fire insurance and burglary insurance

The private property of the student shall be insured against fire and burglary (excluding cash, jewellery, etc.) up to an amount of EUR 3,000.-- per student. Petty theft shall not be insured. Bicycles shall only be insured up to an amount of EUR 500.-- if they have been registered at the School and were locked at the time of the theft. During the holidays and after the student has left the School, a student's property shall only be insured, if it has been properly marked and has been delivered in trust with a receipt; however, this period shall not exceed eight weeks.

4. It is recommended taking out further insurance policies of one's own.

XIII. Liability for damages

- 1. In the case of negligent violation of essential contractual obligations, the liability of the School shall be restricted to typical, reasonably predictable damage.
- 2. The legal guardians shall also be jointly and severally liable for damages that the student has caused.

This shall apply particularly in the case of damage to inventory, School property, and movables or immovables that the School has hired. Any costs incurred due to triggering the fire alarm or the alarm for an amok-run must be borne, if the alarms were triggered due to gross negligence or wilful intent.

3. The legal guardians shall be liable for the loss of keys and transponders that their children have been given by the School and have lost.

XIV. Data protection clause

The legal guardians or the student of full age will receive a separate information sheet concerning their data protection rights.

XV. Students and Full-Day Students

For educational reasons, Schule Schloss Salem is organised as a boarding school, but basically it also accepts students and full-day students from the region, who live with their parents. Sections I.-XIV. and the final provisions apply for the students and full-day students, accordingly.

With regard to the services referred to under Section V. a), the following applies:

The parental contribution for students only covers the teaching costs for the type and extent of the regular state schools (Section V. a) no. 1). This is purely a school attendance in accordance with §§ 5 VV-PschG). Other costs are not covered.

The optional parental contribution for full-day students also covers the following costs:

- a) the supervision (see here Section V. b) and boarding-school education in accordance with the principles of Schule Schloss Salem. However, this only applies within the framework of the hourly and daily schedule of the full-day student, that begins at 8 a.m. and ends with the collection of the student at 6.30 p.m.
- b) limited meals which do not include first breakfast and the evening meal,
- c) support for sports (within the limits of the Boarding School's facilities),
- d) the handicraft lessons and handicraft in "guilds" and the obligatory participation in the "Services",
- e) the participation in the musical and artistic groups (choir, orchestra, theatre groups, etc.) as well as in other work groups according to the current yearly offer,
- f) the language examination fees (e.g. Goethe-Institut), if the School has defined the participation in the examination as a compulsory part of the schooling,
- g) the licenses for the Microsoft Office package and the examination costs for the Word, Power-Point, and Excel "driving" licence,
- h) Transport between the School locations, and to events, which are part of the compulsory School or Boarding-school offer,
- i) one day medical service in the sickroom, if the student turns sick in school.

XV. Final clauses

- 1. The place of jurisdiction and place of performance shall be Salem.
- 2. German law shall be applicable exclusively.
- 3. Should a provision in this Contract be ineffective, the effectiveness of the remaining provisions shall not be affected thereby. The contractual parties undertake to replace the ineffective provision by an effective provision coming closest to the intended meaning thereof. Side-agreements and amendments shall require the written form. Verbal agreements shall be deemed as not having been made.

The following documentation shall constitute an integral part of the contract:

- 1. Academic Honesty at Schule Schloss Salem (is signed with the application; appendix)
- 2. Explanation to the Car Rules at Schule Schloss Salem (is signed with the application; appendix)
- 3. Important information regarding the processing of personal data (appendix)
- 4. Drug Abuse Regulations at Schule Schloss Salem (is signed with the application, appendix)
- 5. Educational and Disciplinary Measures in Salem (see appendix)
- 6. House Rules Salem (see appendix)
- 7. House Rules for the students of Salem International College (see appendix)

8. Infection Protection Act in its respective version (see appendix)

9. Child Protection Policy (see appendix)

10. Special conditions at Schule Schloss Salem for transfer to the next school year (see appendix)

11. **Amendment to the Health and Medication Regulations** (is Part of the health questionnaire and signed with the application-**appendix**)

The legal guardians and students will be notified in writing of the amendments to the requirements or prohibitions contained in the above-mentioned documents.

The School Management of Schule Schloss Salem gGmbH

Salem, in March 2020

Schule Schloss Salem gGmbH Schlossbezirk 1 88682 Salem – Germany

Academic Honesty at Schule Schloss Salem

Schule Schloss Salem places great value on integrity and honesty - therefore we expect honesty from our students in their academic work. This document is the school's policy on academic honesty. It explains:

Salem

- what constitutes a breach of academic honesty;
- how such a breach can be avoided; and
- what steps the school will take if academic honesty is detected.

1. What is a breach of academic honesty?

A breach occurs when a student gains or tries to gain academic advantage by dishonest or unfair means or knowingly assists another student in doing so.

2. What forms can a breach of academic honesty take?

Below are some examples of such breaches. This list us not exhaustive. Other forms of academic dishonesty are possible.

- 2.1 <u>Recycling</u> This is when a student submits for assessment a piece of work which has already been submitted in whole or to a substantial degree for assessment in the subject or in a another subject or course of study. This means you cannot take your history project, change a few details, and submit it as your social studies project. Not can you submit work already assessed in a previous year (this includes if a student is repeating a course.
- 2.2 <u>Fabricating data</u> You cannot make up results or data. Science laboratory reports, for example, must only contain legitimate data collected in the course of your investigation.
- 2.3 <u>Engaging someone else to do your work</u> you may not ask (or pay for) someone else to do part or all of a piece of work for you. Nor can you do work (with or without payment) for another person.
- 2.4 <u>Communicating during an examination or test</u> You may not communicate, by speaking or by any other means, with another student. Nor may you communicate with another student or with anyone outside the examination room, through electronic or any other means.
- 2.5 <u>Bringing unauthorised material into an assessment.</u> This includes notes, textbooks, calculators, computers, cameras, mobile phones. On some occasions your teacher might stipulate that a test or exam is "open book" (i.e. that notes are permitted) or that calculators may be used; however, unless clearly stated by the teacher, you must assume that nothing other than writing materials are permitted in the assessment.
- 2.6 Attempting to read another student's work during an assessment.
- 2.7 <u>Writing an examination or test paper without permission outside the testing room, or</u> <u>consulting another person about it outside the assessment.</u> It is also a breach of academic honesty to obtain assignments before the assessment.



<u>Plagiarism</u> - This is the representation of someone else's work as your own, either by stating the work is your own or by failing to acknowledge it as someone else's work

You would be deemed guilty of plagiarism, were you to submit work that contained:

- a) phrases, clauses, sentences, paragraphs or longer extracts from published or unpublished work (including from the Internet) without proper acknowledgement of the source (i.e. appropriate citation);
- b) someone else's words verbatim (i.e. exactly as written) without quotation marks even if a proper reference is given, especially when complete sentences or passages are taken over; or
- a) someone else's work (e.g., the work of another student), without appropriate acknowledgement.
- b) the products of artificial intelligence and this has not been acknowledged.

All students at Schule Schloss Salem are expected to observe our policy of academic honesty and refrain from any form of academic dishonesty. We require each student to sign the Academic Honesty Declaration.

3. Breaches of academic honesty will be dealt with as follows:

- 3.1 If an offence is detected, the relevant teachers report the case to the Year Team (Salem), the Head of Teaching / IC Coordinator (Salem) or Abitur Co-ordinator / IB Coordinator (College).
- 3.2 Depending on the seriousness of the offence, the teacher, together with the year team, the Head of Teaching and the Director of Studies, decides on the further procedure and to what extent an assessment can still take place. In the case of exam-relevant work or cheating in a performance assessment in the Upper School, the system-specific rules (Abi/IB) apply.
- 3.3 The Director of Studies reserves the right to issue an official warning letter to the student and the student's parents. Further breaches of academic honesty may then result in dismissal.
- 3.4 An office bearer of Schule Schloss Salem who is guilty of an offence may be removed from office.

These guidelines were developed from: The Academic Honesty and Plagiarism in Coursework Policy of the University of Sydney (2012). This document is located at: http://sydney.edu.au/policies/showdoc.aspx?recnum=PDOC2012/254



Schule Schloss Salem Academic Honesty – Declaration

Name:

(Capital letters)

I acknowledge that I have read and understood the Academic Honesty Policy of Schule Schloss Salem. I hereby declare that I will respect and observe it.

Place and Date:

Signature:



Explanation to the Car Rules at Schule Schloss Salem Updated: September 2013

Car rules for Boarders

The signing persons recognize the following facts:

- 1. Cars and motorcycles are not permitted for students at Salem College within a radius of 50 km.
- 2. A well-founded application for exception from this rule by the parents orguardians of a student will be considered by the Headmaster's Council and the House Tutor Conference, following which procedure permission will be granted or rejected by the headmaster.
- 3. Keeping an authorised car will be closely monitored by the Car Officer. The following conditions apply:
 - any use will be limited to the scope outlined in the original application and permission
 - no passengers,
 - a logbook has to be kept,
 - any exceptions deviating from the original scope have to be cleared by the Car Officer and House Tutor,
 - authorised cars are to be parked at Härlen, the keys and the registration papers are to be deposited with the House Tutor.
- 4. Anyone who makes use of an unauthorised car within the context of the school and who especially infringes paragraph 1 of these rules will we subject to an expulsion procedure.

Car rules for day students

- 1. Day students can use a car or motorcycle for travelling to and from the college. The following regulations apply:
 - The vehicle must not be loaned to other students
 - "Giving lifts" or driving with boarding students as passengers without permission is absolutely forbidden.
 - In Spetzgart, cars must not be parked at the Mittelbau or behind the Hauptbau.
 - If a day student is staying overnight at the College, he must deposit the keys of his vehicle with the house tutor in question.
- 2. Exceptions to these rules have to be discussed with the Car Monitor.
- 3. Depending on the gravity of any infringement of these rules, a student risks having to leave the College.

We agree, that Salem College has the right to institute an expulsion procedure against the student mentioned below if she | he infringes the above rules. We specifically refrain from giving a written warning first and accept that an infringement of the Car Rules leads to dismissal without notice.

Place and Date

Name of Student (capital letters)

Signature of Parent(s) or Guardian(s)

Signature of Student



Important Information about the Use of Your Personal Data by Schule Schloss Salem

Dear Ladies and Gentlemen,

The European Union's Data Protection Regulations (GDPR) now in effect significantly strengthen the protection of personal data of individuals in the European Union. As a school and a boarding school we have always placed great value on the secure handling of your personal data.

The GDPR is the first uniform set of rules for data protection which apply throughout the EU. It provides a standardised basis for all EU members states and takes into account the latest aspects of information technology. As such it raises the level of data security in EU member states. In this way it strengthens the rights of individuals while at the same time increasing the obligations of institutions.

We are aware that diligence and transparency are the basis for a trustful relationship with you.

Further information about the specific handling of your personal data will be found in the attached Data Protection Notice. There you will also find contact details should you have further questions or need to contact us at any time.

With kind regards,

Schule Schloss Salem gGmbH

Enclosure: Data Protection Notice in compliance with the EU General Data Protection Regulation (EU GDPR)



Data Protection Notice Pursuant to the EU General Data Protection Regulation

This Data Protection Notice applies to the processing of personal data by Schule Schloss Salem. Personal data means any information relating to an identified or identifiable natural person, such as names, addresses, telephone numbers, email addresses.

1. Who is responsible for data processing and who is my point of contact?

Responsible Authority:

Schule Schloss Salem gGmbH Directors: Mr Henrik Fass, Mr Thomas Obitz, Schlossbezirk 1, D-88682 Salem Tel.: +49 7553 919-0, E-Mail: info@schule-schloss-salem.de

Data Protection Officer:

Mr Rainer Müller E-Mail: datenschutz@schule-schloss-salem.de

2. Why does the school process data (purpose) and what is the legal basis for doing so?

The school processes personal data which is offered and provided by you within the scope of our business relationship. Moreover, we process personal data which has been legitimately obtained from publicly accessible sources and is allowed to be used.

Relevant personal data that is used to provide informational materials, to organise taster days, and to prepare and fulfil enrolment contracts or fixed-term contracts (e.g. summer school programmes) may include: names (students, legal guardians); address and other contact information (incl. telephone numbers, email addresses); date of birth, place of birth; citizenship; religious affiliation; school year; address of current school; parents' professions; siblings; personal information (incl. matters of health, life circumstances, family status); photo; certificates of schooling; curriculum vitae; parental questionnaire.

Within the scope of the following procedures further personal data in addition to the aforementioned data may also be processed and stored. Primarily these include:

Scholarship Applications: Data to evaluate the eligibility for participation and pre-selection in terms of need for a possible scholarship (income and financial status, in particular by means of income tax statements). In case of eligibility these data will continue to be used in order to determine the amount of the contractually binding school and boarding fees and the amount of the scholarship.

Provision of Donation Receipts: Data to enable us to fulfil contractual and legal obligations. Data regarding the response to requests for donations.

Client Contact Information: In establishing communication and during a schooling and boarding relationship, in particular through personal meetings, telephone conversations, or written correspondence -- whether initiated by you, by an intermediary agency, or by the school -- further personal data may be gathered, such as information about the channel of communication, occasion and result of communication, (digital) copies of correspondence, as well as information about participation in direct marketing procedures.



Newsletter Distribution: The purpose of distributing our newsletter is to inform recipients about Schule Schloss Salem. To register for the newsletter it is necessary to provide an email address.

Processing for historical and archival purposes:

In order to enable historians and archivists the opportunity, within the scope of appropriate regulations, to determine whether a person of public interest attended the school. Storage of information about further studies and career choice of alumni also serves the purpose of determining the effectiveness of the school's pedagogical efforts.

Learning programmes:

For teaching purposes educational apps and learning platforms will be employed which require processing of personal data while students are enrolled.

To the extent the school has acquired your consent to the processing of personal data for certain purposes, such processing is based on Art. 6 (1 a) of the European Union General Data Protection Regulation (GDPR).

For the processing of personal data which is necessary for fulfilling a contract in connection with our business relationship, Art. 6 (1 b) GDPR serves as the legal basis. This also applies to preparatory procedures which are required for pre-contractual measures.

To the extent that the processing of personal data is required for the school to fulfil legal obligations which it is subject to, Art. 6 (1 c) GDPR serves as the legal basis.

In the case that the vital interests of you or your children make the use of personal data necessary, Art. 6 (1 d) GDPR serves as the legal basis.

Should processing be necessary to guarantee the legitimate interests of the school or of a third party and should your interests, fundamental rights and basic freedom not override these, Art. 6 (1 f) GDPR serves as the legal basis.

We process personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Law on Data Protection (BDSG).

Moreover the school processes personal data which can be obtained and may rightfully be obtained and processed from publicly accessible sources (press, media, internet).

a. In compliance with contractual obligations (Art. 6 (1 b) GDPR)

Processing personal data (see Section 2) is conducted in order to provide services, considerations and the requisite evaluations within the scope of fulfilling our school and boarding contracts with you or to carry our pre-contractual procedures in response to your inquiries. Collection of data also includes that of your children or wards for whom you have parental authority.

The purpose of data processing serves primarily to fulfil school and boarding contracts or the preparatory selection processes involved therein.

b. In Connection with the balancing of interests (Art. 6 (1ff) GDPR)

To the extent necessary the school processes your data beyond the scope of the actual performance of the contract (and grants access to it to designated groups of people within the school) so as to protect justified interests of our own or those of third parties, such as:



- advertising or marketing and opinion research, to the extent you have not revoked the use of your data,
- measures for securing our domiciliary rights and the rules and regulations of the school and boarding school,
- risk management,
- measures to secure buildings and grounds security (admission control),
- lodging legal claims and defence in case of legal disputes,
- prevention of criminal acts,
- health protection (e.g., data about prior illness and allergies)
- prevention of danger to life and limb
- assurance of creditworthiness.

c. As a result of your consent (Art. 6 (1 c) GDPR)

To the extent you have consented to the processing of personal data by us for certain purposes (such as using the contact form, press and media rights), such processing and the provision of data to third parties which you deem to be entitled (e.g., supplemental tutors, educational consultants or for medical treatment) is legitimate on the basis of your consent. Please refer to the respective statement of consent regarding the kind and extent of consent-based processing.

d. On the basis of statutory regulations (Art. 6 (1 c) GDPR)

The school is subject to a number of diverse legal obligations, e.g., statutory requirements (as stipulated by the Baden-Württemberg Ministry of Education), for which data processing is carried out.

e. Archival and historical purposes (Art. 6 (1 f) GDPR)

In addition we may store personal data for archival and historical purposes to the extent that such storage serves the public interest.

3. Your data is secure

Our staff and any service providers we engage are obligated to maintain discretion and comply with the regulations of applicable data protection laws. We follow all necessary technical and organisational measures to ensure an appropriate level of protection and to protect the data which we store from any risks, in particular, of unintentional or illegal destruction, manipulation, loss, alteration, unauthorised disclosure or unauthorised access. We continually improve our security measures to keep up with technological developments.

4. Who will receive my data?

Within the school, those departments will be granted access to your data that need them in order to fulfil our contractual and statutory rights and obligations. These include, for example, offices which supervise the Abitur programme or the organisations which conduct academic programmes (such as the International Baccalaureate).

Making data accessible to recipients outside our school to enable certain services (e.g., newsletter distribution, organising events, opinion surveys, archival storage, software maintenance, learning platforms and apps) will only occur if this is required by law, you have given your consent to it, or the data processing agency we have contractual relations with guarantees its compliance with the GDPR. We require service providers to maintain discretion and comply with statutory regulations.



Further data recipients can be organisations for which you have given us your consent, including Schule Schloss Salem e.V., Salem Kolleg gGmbH, the Friends of Salem Association, the school alumni association (Altsalemer Vereinigung e.V.), the Kurt Hahn Foundation, and individual patrons of the school who wish to maintain an overview of the performance of students they have sponsored.

5. Will the data be transferred to a third country or an international organisation?

A transfer of personal data to countries outside of the EU or the European Economic Area (so-called third countries) occurs only with your explicit consent, except where it is required by law or within the scope of subcontracted data processing. If service providers are used that are based in third countries, they will be required – in addition to the written requirements included in the EU standard contractual clauses – to maintain European data protection standards.

6. How long will my data be stored?

Personal data of a specific individual will be erased or blocked as soon as it is no longer necessary for the intended purpose. Storage can also occur if provided for by European or national legislators in EU regulations, acts or other legislation to which the responsible parties are subject. A blocking or erasure of data then occurs when the prescribed storage period -- as defined by one of the aforementioned norms -- expires, unless further storage of the data is necessary for concluding a contract or the fulfilment of a contract.

The school follows the applicable guidelines for storage periods (date of deletion) as issued in administrative regulations by the Baden-Württemberg Ministry of Education. For the **erasure** of personal data of students the following time periods apply:

- Student file cards and student lists in paper form, as well as school-leaving certificates or exmatriculation statements after fifty years, following departure.
- Contractual data after ten years.
- Health data after two years.
- Class and course books are to be destroyed after a period of five school years following completion.
- Written declarations of consent to publication of photos in a printed work which will no longer be printed are to be erased five years after the date of publication.
- Written declarations of consent to publication of photos on a website are to be erased five years after removal from the website.
- Grading lists and class tests are to be erased at the end of the following school year, provided that no appeals are pending.
- Examination materials such as transcripts and written examinations five years after the determination of the examination results.
- Application documentation for scholarships are to be erased six months after the achievement of the applicant's theoretical school-leaving certificate.
- Data about a donor half a year after death, since the necessity for maintaining good relations (e.g., congratulation upon anniversaries) has ceased.
- Data of agents and brokers for enrolment candidates are to be erased six months after the achievement of the respective applicant's theoretical school-leaving certificate.
- The email address for delivery of newsletters is to be erased as soon as consent has been revoked.
- Initiation of contact (Interest file) after five years.



• Student related data in learning platforms and apps will be erased at the end of school year in which a student graduates or leaves the school.

7. What are my rights with regard to data protection?

According to Art. 15 GDPR, every person has the right to information. Furthermore, you as data subject have the right make corrections according to Art. 16 GDPR, the right to erasure according to Art. 17 GDPR, the right to place restrictions on data processing according to Art. 18 GDPR, the right to revoke consent according to Art. 21 GDPR and the right to data portability according to Art. 20 GDPR. With regard to the right of access and the right to erasure, the restrictions set out in Sections. 34 and 35 BDSG are applicable.

The consent you granted us for the processing of personal data may be revoked at any time by informing us accordingly. This also applies to the revocation of declarations of consent given to us before the effective date of the GDPR. Such revocations apply only for the future. Data processing that took place before the date of revocation are not affected.

8. Am I obliged to provide data -- is there contractual necessity?

Within the scope of our business relationship you are obliged to provide those personal data which are required for commencing and conducting the schooling and boarding process and for fulfilling the associated business procedures (contractual rights and obligations) or which the school is required to collect by law.

9. Right to object / Revoking of consent

To the extent that your personal data are processed on the basis of legitimate interests according to Art. 6 (Para. 1 Sentence 1 Point (f)) GDPR, you have the right according to Art. 21 GDPR to object to the processing of your personal data if there are grounds relating to your particular situation. The same applies to revoking of consent which was given to us before GDPR came into effect. If you would like to exercise your right to object, an e-mail to <u>datenschutz@schule-schloss-salem.de</u> is sufficient.

10. Right to Lodge a complaint with a supervisory authority

Furthermore you have the right to lodge a complaint with the data protection authority of Baden-Württemberg at the following address: Landesbeauftragt für den Datenschutz und die Informationsfreiheit, LfDI

Königsstrasse 10a D-70173 Stuttgart Tel.: 0711/615541-0 / FAX: 0711/615541-15 Email: poststelle@lfdi.bwl.de

11. Changes to this Data Protection Notice

We reserve the right to make changes to our Data Protection Notice. Therefore please take note of the latest version of our Data Protection Notice. This revision is dated November 2019.



Drug Policy of Schule Schloss Salem As of September 2019

We would like to draw your special attention to a regulation of Schule Schloss Salem, the noncompliance with which leads to termination without notice (see also IV. 4. b) bd) of the General Terms and Conditions of the School and Boarding Agreement of 1 July 2019).

Anyone who brings illegal drugs to school (including, but not limited to, hashish, marijuana, cocaine, heroin, designer drugs), or passes them on or consumes them, is no longer permitted to attend Schule Schloss Salem.

Positive proof of drug use is a reason for dismissal, regardless of the type or quantity of the prohibited substance.

It is irrelevant whether this consumption took place during school or holidays. Each individual case is examined in a hearing procedure.

Unannounced urine tests, saliva tests or hair samples are carried out to check compliance with the regulation.

Parents and students are obliged to inform the school before registration whether the registered student has had or is currently in contact with drugs.



Salem Disciplinary Measures

1 Absence Rules

- 1.1 Absence from campus during school hours:
 - one hour of special assignments in all cases (all year levels)
- Absence from the allowed campus grounds without personally signing out with the Mentor on duty
 Year 5-6: Talk with the Head of Boarding, parent letter and one hour of special assignments
 Year 7-10: Weekend curfew

1.3 Absence from the wing during bedtime hours (unauthorized exit):

- three-day suspension from class and boarding school in all cases; in recurring cases a disciplinary hearing takes place (exception: wings are not separated from each other by doors)

1.4 Unexcused absence from required meals/morning assembly/school assembly

- Year 5-6: wing-internal measures to the equivalent extent in time
- Year 7-10: Intermediary check-ins (breakfast, lunch, supper, morning assembly, school assembly), Wing Council, Disciplinary Council: the Mentor has to decide for appropriate measures (which could also be equivalent substitute measures, such as community work on the wing)

1.5 Ordering take-away food (Pizza-Express etc.) or bringing in fast food (McDonalds etc.)

- one hour of special assignments

1.6 Unexcused absence from class/study period/Study Hall

First unexcused absence/half-year	- AK-IN
Second unexcused absence/half-year	 AK-IN + weekend lock with intermediary check-ins (ZM*) Talk with class teacher and email to parents (by office of the Head of Studies, CC class teacher)
Third unexcused absence/half-year	 AK-IN + weekend lock with ZM Email to parents (by Head of Studies, CC class teacher)
Fourth unexcused absence/half-year	 Three-day suspension from class and boarding school Letter to parents (by Head of Studies)
Fifth unexcused absence/half-year	- Disciplinary hearing

* ZM = regular signing-in with the Head of Boarding on duty

- Absence from an IN also counts as one unexcused absence.
- With the beginning of the next half-year, students with only one unexcused absence are cleared.
- For students with more than one unexcused absence, however, counting continues.
- All other (failure, no homework, no school material etc.) will NOT be dealt with via the absence counting system, but will be reported by email to the secretary of the Head of Studies.



1.7 Unexcused absence from boarding-school activities

First unexcused absence/half-year	- AG-IN
Second unexcused absence/half-year	 AG-IN Weekend lock with intermediary check-ins (ZM*) Talk with the Mentor and email to parents (by Mentor)
Third unexcused absence/half-year	 AG-IN Weekend lock with ZM Email to parents (by Head of Boarding)
Fourth unexcused absence/half-year	 Three-day suspension from class and boarding school Letter by Head of Boarding
Fifth unexcused absence/half-year	- Disciplinary hearing

* ZM = regular signing-in with the Head of Boarding on duty

- Absence from an IN also counts as one unexcused absence.
- With the beginning of the next half-year, students with only one unexcused absence are cleared.
- For students with more than one unexcused absence, however, counting continues.
- All other (misbehavior, no material, no uniform etc.) will NOT be dealt with via the absence counting system, but will be reported by email to the secretary of the Head of Studies.

2 Digital Media

Violation of the media-use rules results in confiscation of the device for five days (including the day of withdrawal; for weekend trips home the device may be returned, but on the student's return to school the confiscation period continues). The device is returned in the morning after the fifth day.

If the access data for the IT infrastructure provided by the school is passed on to others, or if attempts are made to access the data of other students or staff members, the access can be blocked and all digital devices can be confiscated. This can also happen in the following cases:

- Willful destruction of IT equipment belonging to the school, other students or staff members
- Software installation on school computers without the permission of the network administrator
- Disregard for the privacy rights of others
- Distribution of SPAM, viruses or other malicious software
- Violation of civilized internet etiquette or cyberbullying
- Dissemination of unconstitutional or criminal content

The use of digital media may also be restricted by the Mentor if:

- roommates feel disturbed,
- media are used excessively (according to the Mentor's pedagogical assessment), or
- other rules are violated.

Digital media can be inspected by the mentor at any time, randomly or on suspicion. The Head of Boarding can also order an inspection. Serious violations of the rules, especially criminally relevant violations, can result in disciplinary consequences and, if necessary, the termination of the school contract.



3 Alcohol and Smoking

3.1 Violations of the alcohol and/or smoking ban are negotiated for students of all grades by the Disciplinary Council. Possession and consumption of alcohol, tobacco products or e-cigarettes are treated equally according to the house rules.

3.2 Disciplinary measures:

1st violation: 1 demerit + parent letter + 10 hours of special assignments		
2 nd violation:	1 demerit + parent letter + 10 hours of special assignments	
3 rd violation:	From 3 demerits: disciplinary hearing + parent letter; if allowed to stay, 10 hours of special assignments + parent letter, or individual solution	

- 3.3 If hard alcohol according to JuSchG (German Youth Protection Law) was used when violating the alcohol rules, two demerits will automatically be imposed.
- 3.4 If a student is found to be drunk (e.g. unable to pass an alcohol screening test, vomiting, significant mental impairment, and involvement of emergency services or hospital), two demerits will automatically be imposed. The student must also participate in a prevention program ("HALT"), the appointments for which are organized by the Medical Room staff, if necessary after consultation with the school psychologist.
- 3.5 If a student clearly and undoubtedly smells of tobacco, he or she will be invited to the Disciplinary Council for a discussion and the parents will be informed (first violation).
 Second violation: Disciplinary Council + 5 hours of special assignments. Third violation: Disciplinary Council + 1 demerit + 10 hours of special assignments.
- 3.6 In special cases, at the Disciplinary Council's discretion, demerits may also be imposed for violations other than the alcohol and smoking rules, in combination with a parent letter and special assignments where applicable.
- 3.7 All demerits and unsettled special assignments from the last two epochs of the previous school year will be transferred to the new school year for the duration of the first trimester.

4 Indoor Fire, Smoking and Naked Light

To avoid endangering human life and the historical building substance, fire, smoking and open light are strictly forbidden in all buildings of the school and castle grounds. A violation of this prohibition leads in principle to a three-day suspension from class and boarding school; in recurring cases a disciplinary hearing takes place without further ado.

5 Illegal Drugs

The possession, consumption or passing-on of illegal drugs always leads to the immediate termination of the school contract. Unannounced urine and saliva tests are carried out by the Medical Room staff throughout the school year, hair analyses may also be ordered; a positive testing leads to a verification test by a medical laboratory. It is irrelevant in this context whether a proven consumption took place during school time or during the holidays.

6 Manipulation of Safety and Protection Equipment

The manipulation of door guards, fire doors etc. will be sanctioned with at least one hour of special assignments as standard, but if necessary, depending on the severity, also negotiated separately in the Disciplinary Council.

7 Measures for Exceptional Offenses



Any form of violence against others and other exceptional offenses will be negotiated individually and situationally by the Disciplinary Council and may, in the worst case, lead to a three-day suspension from class and boarding school, or to an immediate disciplinary hearing (as specified in the school contract). However, pedagogical measures (such as mediation) should regularly be used in addition to disciplinary measures, especially in dealing with interpersonal conflicts.

8 Disciplinary Hearing

In the hearing procedure it is examined whether a student, due to a serious offense or many cumulative minor offenses, or a corresponding number of penalty points, has to leave the school or can stay (subject to conditions). The Headmaster, Disciplinary Council (consisting of the Head of Boarding, Deputy Head of Boarding and School Speaker), Mentor, Class Teacher and Helper of the student in question as well as, if applicable, a trusted third party of the student take part in the hearing process. Before a decision is reached, the procedure takes into account not only the student's offense(s), but the overall picture as well. The decision is made by the Headmaster and Head of Boarding and announced the day after the hearing.

9 Appendix 1: Special Assignments

- 9.1 Students can be assigned special duties by the Head of Boarding due to violations of the house rules. The students will be informed personally by the Head of Boarding, prior to the assignment.
- 9.2 The deadlines for completion of these assignments are indicated on the special-assignment sheet.
- 9.3 In the event of delayed completion, a weekend lock and, if applicable, an assignment of weekend obligations may be imposed. Weekend trips home may have to be cancelled as a result.
- 9.4 Failure to complete an assignment will result in an increase of the assignments commensurate to the time missed.
- 9.5 Dining-hall duties on weekends include the following meals:
 - Saturday: Lunch, snack meal (Vesper) and dinner, for half an hour each meal
 - Sunday: Brunch, snack meal and dinner, for half an hour each meal



Hausordnung Schule Schloss Salem

Attendance, Leave of Absence Rules

Sunday: Until 8:15 p.m.

1 Attendance during School Hours

On school days, **all students** must stay on the school grounds from 6:30 a.m. until the end of lunch or until the last class (on days with afternoon classes), on Saturday after the fourth period of class. Students may only go to their wing during this time in order to change clothes after or before sports class. Visiting other wings is not allowed during school hours.

2 Attendance after School Hours

2a Within the Allowed Limits (s. notice school boundaries)

Outside of school hours, leaving the school grounds is permitted **to Year 7-10** as follows, provided that required activities are not affected (years 5/6 may not leave the school area! Exception: organized and approved events under supervision of educational staff):

Mon - Fri: After lunch or, in case of afternoon classes, after the last class, until wing time
Saturday: After the fourth class period, until wing time.
Sunday: Until wing time.

Students must sign off on the relevant list on the wing board before leaving the school grounds. Students of year 7 and 8 require individual permission by their Mentor on duty. The intermediate reporting times on the week-end are to be followed, in any case! Sign outs on the day of departure or the day before are not possible!

2b Outside the Allowed Limits (Requiring explicit consent by the Mentor on duty)

Year 5/6: Leaving is **not** permitted!

Year 7/8:

Leaving beyond the allowed limits is only permitted to go to Überlingen, only on weekends until intermediate report, and only in groups of three.

Year 9/10:

Leaving beyond the allowed limits is permitted at the following times:

- Mon Fri: After lunch or, in case of afternoon classes, after the last class and until 7:00 p.m. Exception: on Friday evening students may stay beyond the limits until 9:00 p.m. (Activities and study periods must be attended.)
- Saturday: After the fourth class period and until intermediate report

2c Access to Particular Locations

- Only 9th and 10th grade students may go to pubs and restaurants, and only after 6:00 p.m. on Fridays and on the weekend. In all cases, the students have to get the permission of the responsible Mentor. Exceptions will be handled by the Head of Boarding.
- To go to the Schlosssee, students must have the permission of the Mentor on duty and go as a group of at least three students (Year 7-10 only). Swimming is basically permitted only at places with an official supervision; otherwise the "Schlosssee-Rules" apply.
- Visiting the Upper School campus is only allowed from the second epoch of the school year onwards and at the following times: Saturday after class until 8:00 p.m., Sunday between 12:15 noon and 8:15 p.m.; permission by the Mentor on duty as well as the Heads of Boarding of each campus (Salem and Überlingen) is required (Year 7-10 only).
- Salem students are not permitted to go to the "Galgenhölzle" pub in Überlingen.

3 Study Period

The daily study period is required for all students without a study-period exemption; further details are published in the daily schedule. For further information see weekly time table.

4 Wing Time

5

In the evening, students have to be present on their wing by wing time:

Year 5/6:	8:00 p.m. daily
Year 7/8:	8:30 p.m., 9:00 p.m. on Saturday
Year 9/10:	9:00 p.m., 10:00 p.m. on Saturday
Bedtime	
Year 5/6:	9:00 p.m. daily
Year 7/8:	9:30 p.m. (10:00 p.m. on Saturday)

During bedtime, students are **not** allowed outside their wing; they are expected to be in their own rooms, quiet, and with the lights out (special rules may be in place on Salem Weekend).

10:00 p.m. (11:00 p.m. on Saturday)

6 Reporting on Weekends

Year 9/10:

On the weekend, students must report back to the Mentor on duty at the following times:



Year 5/6:

All meals are required to attend (Sunday: Brunch at 11:15 a.m.) On Sunday (arrival until 6:15 p.m.), all students must attend dinner.

Year 7/8:

Saturday and Sunday dinners and Sunday brunch (11:15 a.m.) are required to attend.

Year 9/10:

Saturday at 8:15 p.m. and Sunday at 12:15 noon.

7 Weekend Leave of Absence

Weekend leave must be requested by students' parents/guardians by writing to their Mentor no later than Thursday evening before the weekend in question. If the student on leave is not spending the weekend at their parents', a written confirmation of the host(s) is required in addition. Students on weekend leave must have returned to the boarding school by 8:15 p.m. on Sunday (Year 5 and 6: 6:15 p.m.).

Dress Code

The **daily school dress** is to be worn on school days until and including lunch and afternoon lessons. The **formal school uniform** is worn on special occasions and by order of the Head of Boarding only!

Daily School Dress (Boys) Upper body:

- white school shirt/school polo shirt
- dark blue school sweater (school shirt or school polo shirt must be worn underneath)
- for tenth-graders, dark-blue school blazer)

Pants:

- blue or beige pants, without holes or applications
- alternatively during summer: beige or dark blue Bermuda shorts (knee-length or longer)

Shoes:

- closed shoes (no flip-flops, sandals or similar)

Formal School Uniform (Boys) Upper body:

- white school shirt
- dark blue school sweater
- school tie
- tenth-graders only: dark blue school blazer

Pants:

- dark grey school pants

Shoes and socks:

- plain colored, dark and closed leather shoes, matching the rest of the attire
- dark socks

Daily School Dress (Girls)

Upper body:

- white school blouse or school polo shirt
- on top: dark blue school sweater or school cardigan
- tenth-graders only: dark blue school blazer

Pants/skirt:

- dark blue or beige pants
- black skirt or festive school skirt or dark blue or beige Bermuda shorts (all knee-length or longer)

Shoes:

- closed shoes (no flip-flops, sandals or similar)

Formal School Uniform (Girls) Upper body:

- white school blouse
- dark blue school sweater
- tenth-graders only: dark-blue school blazer

Skirt:

dark grey school skirt

Shoes and socks:

- plain colored, dark ballerinas or pumps, matching the rest of the attire
- skin-colored or black nylons

Meals

Breakfast and lunch are required meals for all students, except on the weekend. For Year 5 through 8, dinner is required as well. Taking food or tableware from the kitchen or dining hall is prohibited. Further regulations are provided in the **'Dining-Hall rules'**. Take-away food orders ("Pizza-Express" etc.) are only allowed on the weekend for Year 7-10. For year 5/6 take-away food orders are not allowed at all.

Medical Room

Students who feel ill should inform the responsible Mentor or Wing Helper if possible and then immediately go to the Medical Room. The School Nurses or School Physician will decide about further steps to be taken. If the Medical Room is not staffed, the Head of Boarding is to be contacted. Further regulations are provided in the **Medical Room Rules**.



Digital Media Use

Digital media (laptops, tablets, cell phones and smartphones, MP3 players, etc.) may be used at the following times and locations:

Year 5/6:

- No private use of digital devices.
- Exception: Wednesday from 7:30 to 8:00 p.m. and Sunday from 12:00 noon to 1:00 p.m., the use of mobile phones is allowed at the Rentamt.
- Non-internet-capable MP3 players are allowed in own rooms after class and until wing time.

Year 7/8:

- Mobile phones are allowed Tuesdays and Thursdays from 7:30 to 8:00 p.m. and on the weekends after school until 09:30 p.m. on Saturdays and 07:00 p.m. on Sundays.
- The private use of laptops up to year 8 is regulated as follows:
 - First half-year: only on the weekend
 - Second half-year only for year 8:

after class until turning in of cell phones or wing time.

Year 9/10:

- Digital media may be used on the wing after class and until 9:30 p.m. (10:30 p.m. on Saturdays); outside the school grounds, until wing time.

Electronic Devices

Possible electronic devices:

Extension cable, multi-outlet power strip, adapter etc., hairdryer, curling iron, hair straightener, desk lamp (LED only!), ventilator, alarm clock.

All other electrical appliances need the explicit approval of the security representative! Should they not correspond to the CE-Standard, the security representative will remove them.

Examples for forbidden devices: refrigerator, hot-plate, microwave oven, immersion-heater, fan-heater, electric radiator, television set, desktop computer, monitor, projector, beamer, sound systems or large speakers, coffee maker, water heater etc.

General Media Rules:

- During school hours, carrying a mobile phone is prohibited.
- All mobile phones and their numbers must be registered with the Mentor.
- Digital media must not be used in hallways or stairwells.
- All digital media must be turned in 30 minutes before bedtime. All devices will be locked away by the mentor.
 Further possible digital media: tablet (iPad etc.), MP3 player (iPod etc.), eBook-Reader (Kindle etc.), head phones, small portable speakers, Smartwatch, Camera

Televisions, desktop computers, beamers are not allowed in students' rooms, nor are 'walkie-talkie' devices!

General Prohibitions

Any of the following transgressions will lead to a trial before the Disciplinary Council:

- any kind of harassment or violence against others
- possessing, using, or passing on to others any kind of weapon or other dangerous goods (e.g. airsoft weapons, replica weapons, knives with fixed blades etc.) or hazardous substances
- possessing, consuming, or passing on to others any kind of media that are not rated suitable for the age group in question (according to the FSK)
- owning and/or driving any kind of motorized vehicle or hitchhiking
- operation of aerial vehicles of any kind on the school grounds and within buildings
- using of skateboards etc. inside of buildings
- open fire in any of the buildings (inside or outside the school grounds)
- possessing or using lighters, matches, etc.
- keeping any kind of pet animal
- manipulation of safety installations like fire protection doors, alarm locks, other locks, etc.
- use and/or storage of all kinds of medical drugs without registration at the Medical Room (exceptions are dealt with by the medical room)
- possessing, consuming, or passing on to others any kind of illegal drug, alcohol or tobacco product, e-cigarettes, either inside or outside the school grounds; after returning to the boarding school from weekend leaves or holidays, the 'zero-per-mill rule' applies.

Exception:

Year 10 students who are at least 16 years old are allowed to have one alcoholic drink (in accordance with the German youth protection laws), outside of school grounds on special occasions, if their main Mentor has given his explicit consent (maximum blood alcohol limit of 0.3 %).



HOUSE RULES & Matters of disciplinary significance and potential sanction

The House Rules regulate the College students' life together in Salem College. The rules are based on the following principles:

- Each College student must be able to enjoy learning conditions that enable her/him to achieve a very good school-leaving certificate.
- Each College student is to be able to structure her/his life independently, without preventing others from structuring theirs. Students who are particularly sensitive to noise, unrest, dirtiness, smoking, etc. should be particularly protected.
- The interests of the majority are to have priority over the interests of the individual. Minorities are to be protected.

Organisation of the Wings

The residential units are arranged as wings. Life together in the wings is regulated within the scope of the Constitution.

- The wing members choose a Helper and Helper's Representative at the beginning of a school year (semester). The Helper is responsible to the House Tutor and the College Headmaster's Council (Leitungsrat) for adherance to the rules on the wing.
- The members of the wing are responsible for keeping the house in order and the surrounding premises of Salem College clean.

Daily Routine

1. Mealtimes:

Monday to Friday:		Saturday::
Breakfast	7.15 - 8.00 am	7.15 - 8.00 am
Second Breakfast	9.15 - 10.15 am	9.15 - 10.15 am
Lunch	13.00 - 14.00 pm	12.00 - 12.45 pm
Vesper	16.00 - 17.00 pm	15.30 - 16.30 pm
Dinner	18.30 - 19.30 pm	18.00 - 19.00 pm
Sunday:		
Brunch:	10.00 - 12.30 pm	
Vesper	15.30 - 16.30 pm	
Dinner	18.00 - 18.45 pm	

2. Silence:

At night after 10.15 pm (Saturdays 00.15 am) there is to be silence in the school and surrounding premises. This also applies to listening to loud music and is valid for festivities of whatever kind.

3. House times:

Everyone is entitled to peace and quiet at night from 10.15 pm. Each College student must be in her/his wing from 10.15 pm onwards (Saturdays 0.15 am). Visits to other wings or Houses are not possible after this time without the prior consent of the House Tutors responsible. One may not change from one site to another after Wing Time.

4. Festivities and Parties

Principally, festivities ought to begin around 8 pm and end at about 1.00 am. They ought to take place on Saturdays or before public holidays. Exceptions must be approved beforehand. If the night silence is disturbed, severe measures must be expected.

5. <u>Bus service:</u> on workdays and Sundays: last bus from Härlen - Spetzgart: 9.35pm last bus from Spetzgart - Härlen: 9.44pm

on Saturdays: last bus from Härlen - Spetzgart: 11.35pm last bus from Spetzgart - Härlen: 11.44pm

Consumption of alcohol and smoking are not permitted in the bus.

Schule Schloss Salem, Salem International College House Rules



Leaving the School Premises

- A student leaving the school grounds is obliged, as a basic rule, to inform the House Tutor and sign out on his or her Flügel.
- If a College student wishes to leave the school overnight during the week, consent must first be given by the parent or guardian, the House Tutor and the College Heads.
- For leave over the weekend, the College students require permission from the parent or guardian and must also notify their House Tutor. The House Tutor on duty for the weekend must be informed.

House Rules

1. Tidiness:

Every College student must tidy and clean her/his room on weekdays by 10.00 am. After 10.00 am it is possible that an Orderliness Round is conducted by the House Tutor. Once a week – apart from the Rounds by the House Tutors – a further Orderliness Round is made by the Housekeeper. If required, the College Heads make their own picture of the wings' state.

The Wing Duties (kitchen, refuse, grounds) are to be done daily after lunch until 2.30 pm.

2. Cooking:

Cooking is permitted exclusively in the communal kitchen. It is not allowed to cook in students' rooms. Kettles and coffee machines are permitted only in communal kitchen areas.

The residents of the wing are responsible for hygienic conditions in the wing kitchen. Silence on the Flügel after Flügelzeit must not be disturbed by use of the kitchen.

3. Sickness:

In case of sickness, it is the student's responsibility to inform her/his House Tutor as soon as possible. A 'Bettruhe' or period of bedrest that excuses the student from lessons and other school commitments comes into force from the point that sickness is registered. A Bettruhe cannot be granted retrospectively. Frau Auer and Dr Jurgensen may, at their discretion, decide that a sick student must move to the Sanitorium for observation. The sick student must comply with this decision and remain in the Sanitorium until either Frau Auer or Dr Jurgensen discharges them.

4. Matters of disciplinary significance and potential sanction

The following actions are generally forbidden and will result in a meeting with the Leitungsrat. Associated sanctions are outlined by relevant entries in the College Guidelines Depending on the details of the case in question, after consideration by the Leitungsrat, it may become the subject of a disciplinary hearing with a member of the Senior Management Team (normally the Gesamtleiter). A disciplinary hearing may result in the exclusion of the student concerned and termination of their contract with the school.

- Any form of violence or bullying including cyber-bullying
- . Possession, use or supply of weapons, other dangerous objects or toxic substances
- . Possession and or use of a car or motorcycle (see the 'Car Rules' document)
- Open fire in school buildings and boarding houses (including balconies)
- Manipuation of equipment and appliances relevant to safety and security (firedoors, locks, smoke detectors etc)
- The storage and consumption of medicines without having first consulted the school nurse and relevant House Tutor
- . Leaving the school site without permission after Flügelzeit (Externes Aussteigen)
- Possession, storage or supply of alcoholic beverages (with exceptions as set out in the guidelines)
- Possession, storage or supply of illegal drugs (see the Illegal Drugs rules)
- Use, possession, storage or supply of tobacco products and nicotine delivery devices of every . description (details to be found in the guidelines)

Status: September 2019

A7



WORKING TOGETHER TO PROTECT AGAINST INFECTIONS Instruction for Parents and other Guardians of Communal Facilities pursuant to § 34 Para. 5 No. 2 of the German Infection Protection Act

In communal facilities such as kindergartens, schools and summer camps, there are many people in a limited space. Consequently, infectious diseases can spread very easily in such places.

For this reason, the Infection Protection Act contains a number of provisions that are designed to protect all children and also the staff in communal facilities against infectious diseases. We wish to inform you about these by means of this Fact Sheet.

1. Legal Prohibitions on Attendance

The Infection Protection Act stipulates that a child may not go to kindergarten, school or any other communal facility if he/she is suffering from certain infectious diseases or an illness of this type is suspected. These diseases are listed in Table 1 on the following page.

In the case of some infections, it is possible that your child excretes pathogens after having suffered the disease (or more rarely, without having been ill). In this case, too, playmates, classmates or staff members may be infected. In accordance with the Infection Protection Act, it is therefore stipulated that the carriers of certain bacteria may be allowed to return to a communal facility only with the approval of the Health Authority and in compliance with the specified protective measures (Table 2 on the following page).

In the case of some particularly serious infectious diseases, your child must even stay at home if another person in your household is ill, or if one of these infectious diseases is suspected (Table 3 on the following page).

Of course you are not expected to recognise the illnesses mentioned by yourself. But in the event that your child is seriously ill, you should seek medical advice (e.g.: if they have a high temperature, are noticeably tired, vomit repeatedly, have diarrhoea or other unusual or worrying symptoms). Your paediatrician will inform you whether your child has a medical condition that prohibits attending a communal facility in accordance with the Infection Protection Act.

There are vaccinations available to protect against some of the diseases. If your child is adequately vaccinated, the Health Authority may waive prohibiting attendance.

2. Obligation to Notify

If your child is prohibited from attending for the reasons mentioned above, please let us know immediately and give us details of the illness in question. You are required by law to do so and contribute to helping us and the Health Authority to take the necessary measures to prevent the illness spreading further.



3. Prevention of Infectious Diseases

In line with the Infection Protection Act, communal facilities are obliged to educate people on general measures to prevent infectious diseases.

We encourage you to pay attention, among other things, to the fact that your child complies with the general rules of hygiene. These are primarily regular hand washing before eating, after using the toilet or after outdoor activities.

It is equally important that your child is fully vaccinated. Vaccinations are also partly available against those diseases that are caused by pathogens in the air and thus cannot be avoided by general hygiene measures (e.g.: measles, mumps and chicken pox). For more information on vaccinations, please visit: www.impfen-info.de.

If you have any further questions, please contact your family doctor or paediatrician, or local Health Authority. We will be pleased to help.

Table1: Prohibition of attendance of communal facilities and guardians' obligation to notify in cases of suspected infection or infection by the following diseases

impetigo (impetigo contagiosa)	 polio (poliomyelitis)
infectious pulmonary tuberculosis	• head lice (if the correct treatment has not yet
bacillary dysentery (shigellosis)	been started)
cholera	• scabies
gastroenteritis caused by EHEC	• measles
diphtheria	 meningococcal infections
jaundice/hepatitis caused by hepatitis viruses A or	• mumps
E	• plague
meningitis caused by Hib bacteria	• scarlet fever or other infections due to the
infectious diarrhea (caused by viruses or bacteria)	bacterium Streptococcus pyogenes
and / or vomiting (only applies to children under 6	 typhoid or paratyphoid fever
years of age)	chickenpox (varicella)
whooping cough (pertussis)	 viral haemorrhagic fever (e.g.: ebola)

Table 2: Attendance of communal facilities only with Health Authority approval and obligation to notify by the guardians in the case of carriers of the following pathogens

•	cholera bacteria	•	typhoid or paratyphoid fever
•	diphtheria bacteria	•	Shigella bacteria
•	EHEC bacteria		

Table 3: Prohibition of attendance and guardians' obligation to notify in cases of suspected infection or infection by the following diseases in another person in a household

infectious pulmonary tuberculosis	 meningitis caused by Hib bacteria
 bacillary dysentery (shigellosis) 	• polio (poliomyelitis)
• cholera	• measles
 gastroenteritis caused by EHEC 	 meningococcal infections
diphtheria	• mumps
• jaundice/hepatitis caused by hepatitis viruses A	• plague
or E	 typhoid or paratyphoid fever
	 viral haemorrhagic fever (e.g.: ebola)



Schule Schloss Salem - Senior Management Team Policy on the protection of children and adolescents (CPP¹)

1. Educational context

Since its foundation in 1920, Schule Schloss Salem has been committed to an educational philosophy where young people are challenged to take on responsibility. This concept depends on the health and well-being of every individual member of the school community.

The school management and members of staff of Schule Schloss Salem have a duty to care for children and adolescents who are members of the school community. These individuals (pupils) are the legal wards of Schule Schloss Salem. In this respect the Schule Schloss Salem supports and protects each pupil's dignity and personal integrity. Children's rights as defined by the German constitution, civil law and social statutes as well as the UN convention on the rights of the child form the basis of our policy.

2. Responsibilities of the School Management

2.1 **The School Management ensures;**

- 2.1.1 that responsible members of staff take necessary steps to protect and reinforce the self-esteem and selfconfidence of each pupil;
- 2.1.2 that all members of the school community (pupils and members of staff) experiencing personal difficulty or who recognise a need in others have a responsible person to turn to;
- 2.1.3 that parents of pupils who have experienced mistreatment are informed promptly and appropriately by a member of the school management. In the event of an incident involving sexual abuse the Public Prosecutor will also be informed following the agreement of the pupil's parents or legal guardian;
- 2.1.4 that opportunities for external counselling and support are available to pupils and their families, should this be deemed appropriate.

2.2 The School Management is committed to fostering a supportive, protective environment in which members of the school community can flourish in that;

2.2.1 threats to the safety of members of the school community are identified (eg. fire) and require the preparation and review of alarm plans in cooperation with relevant competent authorities. There is a designated crisis team at each school site, ready to react in a prescribed manner should an emergency situation arise. There also exists an external emergency telephone.

The school management ensures professional care and support for its pupils and encourages behaviour that reflects a mutual respect between all members of the school community.

- 2.2.2 members of staff are recruited and trained with the requirements of child protection in mind. A new contract of employment is signed only after confirmation of police clearance or presentation of an authorised certificate of good conduct.
- 2.2.3 members of staff are made aware of the issues of mistreatment and abuse. They are also informed of the warning signs which may indicate that a pupil has been mistreated in some way.

This applies not only to teaching staff, but also non-teaching and support staff, trainee teachers and freelance staff, all of whom are informed of this policy and its implications.

¹Child Protection Policy



2.2.4 the observance of pupils' rights is upheld at all times and necessary strategies for assurance are adapted according to new and relevant guidelines as they are published. The handbook, Prevention of and intervention in Sexual Violence to Girls and Boys in Schools' published by the State of Baden Württemberg (September 2010) is particularly valid in this context.

3. Responsibilities of members of staff:

- 3.1 All adults employed at Schule Schloss Salem who work directly with pupils (see 2.2.3) share a responsibility for their well-being. Members of staff are obliged to report any incident where the rights of the children under their care are violated to the school management (see 3.2), including cases where this violation is brought about by fellow pupils. This report is confidential and is not for the attention of any other third party. Not only the teaching staff, but also non-teaching and support staff, trainee teachers and freelance staff declare, that they will act according to this Policy.
- 3.2 The senior school management (Geschäftsführung) and the case-appropriate boarding school head must be informed of every case of mistreatment of a pupil for whom they are responsible. The case in question is dealt with confidentially and, after advice has been sought, a decision will be made as to the involvement of further parties.

Similarly they will decide if involvement of medical, pastoral or counselling professionals is desirable to ensure a response appropriate to the needs of the pupil in question and others who may be involved.

3.3 Members of staff are approachable, supportive and encourage pupils in their academic and personal development. At the same time they maintain a professional distance, respecting pupils' privacy.

Due to the nature of their work, staff responsible for boarding houses throughout the school, as well as other colleagues involved in supporting the boarding school, develop close relationships with the pupils entrusted to their care.

Members of staff avoid situations in which their actions or words may be misunderstood or misrepresented. Specifically, physical and verbal abuse is neither permitted nor is it justifiable. Comments that demean, discriminate or violate personal privacy are avoided.

4. **Responsibilities of the pupils**

- 4.1 All pupils at Schule Schloss Salem share responsibility for the safety and wellbeing of their fellow-pupils. It is their duty, when aware of violations of the rights of other pupils, to ask the perpetrator(s) to stop acting in a hurtful way. Should this course of action prove unsuccessful, it is a pupil's duty to report the case.
- 4.2 It is forbidden to use physical violence or verbal abuse. This is also applicable to jokes, allusions and remarks, etc. that discriminate or affect a person's privacy.
- 4.3 Any violence against fellow-pupils may, upon prior review of the individual case, lead to expulsion from the school and boarding school.
- 4.4 Pupils who experience violence personally or witness it in their surroundings should inform members of the school staff or call the Helpline numbers, either 07551 94 99 794, 0152 53 56 54 88 or 0176 312 08361. It is the school's responsibility to remind pupils of this procedure at the beginning of each new school year.



5. Suspected abuse – identification and response

5.1. What is meant by mistreatment of a pupil?

5.1.1 Neglect:

the result of ignoring a child's developmental needs or not providing adequate supervision.

5.1.2 **Emotional mistreatment:**

rejecting a child, refusing to acknowledge a child or deliberately making him unhappy through verbal abuse.

5.1.3 **Physical mistreatment:**

the result of the use of excessive physical force by an adult or a fellow pupil.

5.1.4 Sexual abuse:

In addition to the criminal acts defined by German criminal law this policy applies when a member of staff makes or attempts to initiate contact of a sexual nature with a pupil regardless of whether that pupil, a ward of the school, is of full legal age or not.

Furthermore this policy applies to sexual contact between pupils which one of those involved does not understand, cannot give consent to, and/or which cause emotional and/or physical harm. Inappropriate behaviour, which harms another person and touching, is included expressly in this definition.

5.1.5 Abuse with help of media

The breach of personal rights (informational self-determination and data protection) of staff and pupils by illegal use of digital or other media.

5. 2. How may mistreatment be revealed?

Behaviour that is out of character is not in itself an indication of mistreatment. Nonetheless, there are three ways in which the suspicion of mistreatment may be raised:

5.2.1 through observations of signs and symptoms:

- unusual behaviour,
- unexplained injuries,
- emotional withdrawal showing lack of trust in adults,
- eating problems,
- not growing or putting on weight,
- timidity and nervousness,
- mood-swings or aggression,
- deterioration in academic work or under-achievement,
- tiredness;
- 5.2.2 through allegations or reports of mistreatment made by another person, perhaps a concerned pupil or parent;
- 5.2.3 by admission from the child that he is being mistreated.



5.3. Response when mistreatment is suspected or reported:

- 5.3.1 If any member of staff:
 - suspects that mistreatment is occurring,
 - identifies a case of mistreatment,
 - is concerned that school practices or the behaviour of others may be putting a child at risk,

he must

- record relevant information on an 'incident report form,
- not make any attempt to investigate the incident themselves,
- treat the incident with strict confidentiality and report it to the school management or the relevant boarding school head immediately.
- 5.3.2. If a member of staff has an incident, complaint or suspicion reported to him, he must
 - immediately stop any other activity to listen,
 - not ask leading questions,
 - not give assurances of confidentiality, but guarantee that only those that need to know will be informed,

after the conversation:

- record relevant information on an 'Incident report form,
- not make any attempt to investigate the incident themselves,
- treat the incident with strict confidentiality and report it to the school's senior management or the relevant boarding school head immediately.

Salem 20 January, 2013

Senior Management Team Schule Schloss Salem

Attachment: Form



Child protection incident report form

Private & Confidential

Reported by:	
Date:	
Pupil(s) involved:	
Location of incident:	
Others involved:	
Description of incident:	
Witnesses:	
Date & signature:	

- Complete this form as soon as possible after the incident.
- Record only facts, not opinions, rumour or hearsay.
- After reporting the incident it should not be discussed with other parties.



Special conditions for transfer to the next school year at Schule Schloss Salem

I. For all the pupils (boys and girls) in the German-speaking classes, who come to us from abroad, or have foreign, non-native-speaking roots, have linguistically recognisable deficits in German and therefore attend courses in German as a foreign language.

Transfer from Year 6 to Year 7

It is a requirement for these pupils to have passed the B1 examination for juniors in the German language by the end of Year 6 (= prior to commencing Year 7), in order to be able to go up to Year 7. This German examination documents the third level - B1 - of the 'six-level competence scale' laid down in the Common European Framework of Reference for Languages. Level B indicates the ability to use the language as an "independent user". This level was assessed and confirmed by experts throughout Europe. On passing the examination, the participants have demonstrated that they can deal with the language aspects in all the important everyday situations, if the people they are communicating with use a clear, standard language.

Transfer from Year 8 to Year 9.

By the end of Year 8 (= prior to commencing Year 9) the B2 examination <u>must have been</u> passed, in order to be able to go up to Year 9 at Schule Schloss Salem.

Transfer from Year 9 to Year 10.

At the end of Year 9, the junior examination C1 of the ÖSD (Austrian Language Certificate) **should** be sat for. In the event of failing the examination, an academic warning is given as regards the challenges presented at Upper School, where the German Abitur school system (with the German university entrance qualifying examination) requires level C1.

Transfer from Year 10 to Year 11.

By the end of Year 10 (= prior to commencing the Upper School course level 1), the C1 (TELC) examination (The European Language Certificates) **should** be passed, in order to be able to enter the next course level at Schule Schloss Salem. However, it is also sufficient to have passed the C1 ÖSD junior examination. Without these certificates it is only possible to attend 10 plus, but not the regular course level.

II. For pupils who have been registered for the International Baccaleaureate:

Transfer from Year IB1 to Year IB2

Should a pupil have a "fail" at the end of Year IB1 (i.e. less than 24 points and/or significantly less than 12 points in the higher levels), the school shall be reserved the right, not to permit transfer to Year IB2. Thus the pupil would repeat Year IB1. This also enables the possibility of re-considering the choice of subjects and thus of creating a better starting position for passing the IB.

The school reserves the right in justified, exceptional cases, to deviate from the abovementioned regulations (I. and II,).



Student's Health Report | Medical Regulations

1.	Child's Name	e:				
Fan	nily Name:			First Name:	:	
Dat	e of birth:		Nationality:	Sex:	female	male
Stre	eet:					
Zip	Code City Co	ountry:				
2.	Health Insur	ance Comp	any			
Nai	me Place Ins	urance policy	number:			
ls t	he child insured	l with another	person?			
Fan	nily name:		First name:			Date of birth:
Stre	eet:					
Zip	Code City Co	ountry:				
Sta	tutory health in	surance:		E	Employer:	
	voluntary insu	rance 🛛	private insurance	Giver foreign hea	lth insurance	
	additional pri	vate insuranc	e for hospital treatmer	nt (name, plac	e, policy numbe	er)
3.	Siblings					
Nu	mber of siblings			Years of	f birth:	
Le	gal Guardian:					
	Mother	Generation Father	other person			



Mother

Name:	First name:			
Address (if different from the information given under point 1.)				
	Work:			
Email:				
Father				
Name:	First name:			
Address (if different from the information given ur	nder point 1.)			
Phone: Mobile:	Work:			
Email:				
Emergency Contact : Who should be contacted in case of emergency? Please provide a German address, if possible:				
Name:	First name:			
Address (if different from the information given under point 1.)				
Phone: Mobile:	Work:			
Email:				



4. Medication

Students of Schule Schloss Salem are not allowed to possess or store any medication, as:

- 1. dangerous medicine intolerances cannot be excluded,
- 2. there may be uncontrollable transmission among the students and, as a consequence, health hazards.

Medicines are kept exclusively by the staff of the medical station of Schule Schloss Salem and are given to the affected student after approval by the school doctor. Contraceptives are an exception to this rule, the correct use of which is the sole responsibility of the student and his/her legal guardian.

Distribution of medication and disclaimer

The legal guardian(s) acknowledge that the staff of the medical station of Schule Schloss Salem cannot be held liable for unforeseeable allergic reactions to medication and assure that they have informed Schule Schloss Salem of any known intolerance to medication.

Which medication is taken regularly? Please provide exact details (dosage etc.):

5. Illnesses currently or in the past (in which year)?

a) Infectious:

	Diphtheria:	Garlet fever:			
	Hepatitis:	General Small pox :			
	Measles:	🗅 Rubella:			
	Meningitis:	Small pox:			
	Mumps:	Tuberculosis :			
b) Mental Illness Disorders (please list details on an extra sheet):					
	Anxiety disorder:	General Forms of autism:			
	Borderline disorder :	Self-injury:			
	Depression:	Others:			
	Eating disorder:				



c) Other Illnesses:

	Autoimmune disease:	Metabolic disease:				
	Asthma :	Migraine:				
	Cancer:	Myopathy:				
	Cardiac disease:	Mucoviscidosis:				
	Diabetes :	Neurodermatitis disease:				
	Enteropathy :	Neurological disease:				
	Epilepsy:	Orthopedic disease:				
	Hemophilia:	Partial performance disorder :				
	Lyme disease:	Psychosomatic disorder:				
	Learning disabilities:	Rheumatism:				
Intolerances, allergies (e.g. medicine, food intolerance) e) Operations, Consequences of Accidents, Injuries Year: Type:						
Yea	r: Type:					
	· /F - ·					
f) Others						
Doe	es the child wear: 🔲 glasses 🔲 o	ontact lenses <a> hearing aid braces				
Have any serious illnesses occurred in the next of kin? If so, which ones?						

In case of an acute illness of our child I am obliged to inform the boarding school management immediately. This applies for illnesses immediately before boarding school entry as well as during the entire stay. We have been advised that we assume full responsibility for the payment of all medical bills incurred during our child's stay in the boarding school.



6. Treatments/Supervision

Is or has your child been under psychological t	reatment?	🖵 yes	🛛 no
If so, should the treatment be continued?	🖵 yes	🛛 no	

7. Swimming Permit

My/Our child can swim: yes no

We herewith give swimming permission to my/our child for indoor and outdoor swimming events

🛛 yes 🖵 no

Swimming without qualified supervision is strictly forbidden for all students at any times!

My/our child has the following swimming badges/swimming levels/etc.:

8. Documents

You must provide your child's vaccination record (original) and insurance card (if you have one) at the arrival day. Proof of vaccination against measles must be provided; otherwise admission to the school is not possible (compulsory vaccination according to the Measles Protection Act 2020).

9. Professional secrecy

Hospitals, rescue services and the police are allowed to give information to the responsible representatives of Schule Schloss Salem after accidents or incidents of damage. With the signing of the boarding school contract the legal guardian(s) agree(s) that any health issues listed above, together with additional information provided by the school doctor who should prevent my child's attendance of lessons or boarding, may be communicated to the parents and the responsible members of staff.

(Place and Date)

(Parent's or legal guardian's signature)