



KØBENHAVNS KOMMUNE

Børne- og Ungdomsforvaltningen

Center for Policy

NOTAT

Til BUU

02-10-2015

**Aflæggerbordsnotat om akkreditering af Europaskolen
København**

Sagsnr.
2015-0052978

Dokumentnr.
2015-0052978-3

Europaskolen København er blevet akkrediteret som Europaskole af Europaskolernes Øverste Råd i Bruxelles, jfr. bilag 1.

Det betyder, at Europaskolen København lever op til det faglige høje niveau og curriculum, der forventes og kræves for at drive en europaskole.

Akkrediteringen er sket på baggrund af et besøg af to europaskoleinspektører i foråret 2015, der har indstillet Europaskolen København til Europaskolernes Øverste Råd.

Akkrediteringen er 3-årig og løber indtil 31. august 2018, og skolen skal igangsættes en fornyelse af akkrediteringen senest 9 måneder før akkrediteringen udløber.

Det betyder således, at Europaskolen København har nået en væsentlig milepæl til opstarten af Europaskolen København, der åbnede for elever i august 2014.

Akkrediteringen betyder derudover, at EU finansierer elevtaksten på børn af EU-ansatte, der er optaget på Europaskolen.

Ressourcer

Gyldenløvesgade 15
1600 København V

EAN nummer
5798009371201

www.kk.dk



European Schools

Office of the Secretary-General

Accreditation and Cooperation Agreement

BETWEEN: the European Schools, represented by the Board of Governors of the European Schools in the person of its Secretary-General;

appearing first,
hereinafter called the 'European Schools';

AND: the European School of Copenhagen, represented by Ms Anette HOLST, Director.

appearing second,
hereinafter called the 'Accredited European School';

PREAMBLE

According to the Regulations on Accredited European Schools, approved by the Board of Governors at its meeting on 16-18 April 2013, Accredited European Schools are schools which, without forming part of the network of European Schools organized by the intergovernmental organization 'The European Schools', offer a European education that meets the pedagogical requirements laid down for the European Schools but within the framework of the national school networks of the Member States and hence outside the legal, administrative and financial framework to which the European Schools are compulsorily subject.

The European School of Copenhagen is a public institution which is part of The Sankt Annæ Campus and part of the public education system of Denmark.

ACCORDINGLY, HAVING REGARD TO

The general interest file presented by the national authorities with responsibility for the School on 31 January 2012;

The positive opinion of the Board of Governors of 18-20 April 2012;

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The dossier of conformity presented by the Accredited School;
The audit report of the Boards of Inspectors;
The decision of the Board of Governors of 14/08/2015;

THE FOLLOWING HAS BEEN AGREED:

Article 1

Subject to the conditions determined by this Agreement, the European Schools hereby recognise that the education provided by the Accredited European School conforms to the criteria for European schooling as laid down in Chapter 1 of the Regulations on Accredited European Schools approved by the Board of Governors at its meeting of 16, 17 and 18 April 2013 referred to in the Preamble hereto. The award, renewal and withdrawal of this accreditation shall be conditional upon adherence to these criteria, subject to the conditions set out in the dossier of conformity, referred to in the preamble, lodged by the Accredited European School on 2 October 2012.

It is, however, expressly agreed that these criteria may be revised, in so far as they result from regulations which may be changed unilaterally by the Board of Governors. Should that be the case, the Accredited European Schools will be required to conform without delay to the changes which might be made to these criteria.

Accreditation shall be awarded for European schooling provided in the nursery and primary cycles.

Article 2

The parties shall recognise, for the duration of the Agreement, the equivalence between the pedagogical standard, year by year, of the education provided by the Accredited European School and that provided by the European Schools for the nursery and primary cycles and the first five years of the secondary cycle.

Successful completion of a school year in the Accredited European School shall thus be regarded as equivalent to successful completion of the corresponding year in a European School, and vice versa.

It shall, however, be expressly agreed that the enrolment at and admissibility to a European School of a pupil coming from the Accredited European School shall remain subject to the directives on pupils' enrolment and admission issued by the Board of Governors and to the enrolment policies drawn up for the European Schools or for some of them.

Article 3

Without prejudice to the right to terminate this Agreement unilaterally conferred on the European Schools by and in accordance with the rules laid down in Article 6, the accreditation resulting from the Agreement shall be granted for a period of three school years, taking effect on 1 September 2015.

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and ending automatically, without notice or compensation, on 31 August 2018.

Subject to an application made at least nine months before the period elapses, the European Schools may renew the Agreement for successive periods of three years.

The renewal application may be granted only on the basis of an audit report produced by the Inspectors of the European Schools duly appointed and mandated by the Office of the Secretary-General to check the Accredited European School's compliance with the conditions laid down by the dossier of conformity during the period elapsing and its ability to meet them during the subsequent three years.

The draft audit report shall be sent to the Directorate of the Accredited European School, which may make its observations and produce any additional document which it deems relevant. The report, as it may have been amended following scrutiny of these observations and of these documents, shall be submitted to the Board of Governors, with a certified copy of the latter.

The Board of Governors shall take a decision on the renewal application by the 30 June preceding the date on which the Accreditation Agreement expires.

Article 4

The teachers of the Accredited European School may receive any in-service training provided by the European Schools subject to the conditions laid down in Article 5.

Teaching material specific to the European Schools, and in particular the Intermath and Eurobio schemes and the Human Sciences European File, shall be supplied to the Accredited European School at cost price, to which will be added, where applicable, any tax generally levied, for whatever reason, by the public authorities. The Accredited European School shall take responsibility for transporting this material at its own cost and own risk.

Article 5

All the costs to which implementation of this Agreement gives rise, without reservation or exception, shall be borne solely by the Accredited European School.

These costs shall correspond to:

- a. the travel and subsistence expenses of the inspectors sent by the European Schools;
- b. the expenditure incurred by staff of Accredited European Schools in attending any in-service training courses – referred to in Article 4 – organised by the European Schools;
- c. the teaching material referred to in Article 4.

The costs entailed by purchase and dispatch of the teaching material referred to above will be reimbursed to the European Schools by the Accredited European School in accordance with the scales set by the budget of the European Schools, on submission of receipted expenses.

Article 6

In the event of serious failure to comply with the obligations under this Agreement and without prejudice to any claims for damages, the European Schools shall be entitled to terminate the said Agreement unilaterally.

Only the following shall be regarded as serious failure to comply with obligations:

- a. non-payment of the sums referred to in Article 5;
- b. the existence of serious risks to the health and safety of pupils on the Accredited European School's premises or as a result of its staff;
- c. manifest non-compliance with one or more of the conditions laid down by the dossier of conformity.

The Agreement may be terminated only after there has been no response to formal notice to that effect, after one week in the case of the failure to comply with the obligations referred to in a after one month in the case of failure to comply with the obligations referred to in b or after three months in the case of failure to comply with the obligations referred to in c.

However, depending on the nature and seriousness of the failure to comply with obligations which has been established and on the time required by the Accredited European School to remedy the situation, the Secretary-General may extend the time periods laid down by the previous paragraph, although extension may not be more than double the time period foreseen.

Termination shall be subject to a period of notice of a maximum of three months. In any event, this period of notice shall expire not later than the day before the first day of the school year following the one during which notice was given.

Article 7

The law applicable to this Agreement shall be Belgian law.

The Courts and Tribunals of the seat of the European Schools, namely the Courts and Tribunals of the District of Brussels, shall have sole jurisdiction in disputes concerning the implementation of this Agreement.

Article 8

The nullity of a clause in this Agreement shall only result in the nullity of the Agreement in its entirety if, and in so far as, its purpose is thereby revoked.

Done at Brussels, on

In as many original copies as there are parties, each acknowledging that it has obtained its copy.

Mr. Kari KIVINEN



The Secretary-General of the
European Schools

Ms Anette HOLST



The legal representative of the
Accredited European School