



IMPLEMENTING RULES OF THE DECISION OF THE ADMINISTRATIVE BOARD ON SUPPORT OF MULTILINGUAL TUITION FOR CHILDREN OF GSA STAFF

Version 1.5

THE EXECUTIVE DIRECTOR OF THE EUROPEAN GNSS AGENCY (GSA):

Having regard to Regulation (EU) No 912/2010 of the European Parliament and of the Council of 22 September 2010 setting up the European GNSS Agency, as amended by Regulation (EU) No 512/2014,

Having regard to the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Union, and in particular to Article 1e of the Staff Regulations of Officials and Article 10 of the Conditions of Employment of Other Servants of the European Union,

Having regard to the Decision of the Administrative Board of the GSA of 30 August 2011 adopting a social measure 'Support of Multilingual tuition for Children of GSA Staff'¹, as amended by the Decision of the Administrative Board of 18 June 2018 (hereinafter referred to as the "Administrative Board Decision"), and in particular Article 6 thereof,

Having regard to the Decision of the Administrative Board of 30 April 2020 appointing Mr Pascal Claudel as acting Executive Director,

Whereas

- (1) Article 6 of the Administrative Board Decision stipulates that the Executive Director of the GSA, after consultation of the Staff Committee, shall adopt the detailed administrative rules for the implementation of the Administrative Board Decision,
- (2) The Executive Director has consulted with the Staff Committee in accordance to Article 6 of the Administrative Board Decision after identifying the need to revise such rules based on the experience gained in Prague and on GSA's multiple site status,
- (3) The Administrative Board Decision shall be implemented according to the following Implementing Rules which are applicable to Staff Members who have their place of employment in locations mentioned in this Decision.
- (4) In accordance with Article 1 of the Administrative Board Decision, the GSA may provide financial support for tuition of staff members' children at the GSA sites in Prague, Saint-Germain-en-Laye and Madrid.
- (5) When providing this support, the Agency must respect the principle of equilibrium set out in Article 19 of the GSA Financial Regulation under which the Agency shall ensure that its cash balances are limited to duly justified requirements.
- (6) Similarly, the Agency shall respect the principle of the sound financial management laid down in Article 29 of the GSA Financial Regulation, namely the principles of economy, efficiency and effectiveness.

¹ GSA-AB-WP No.19 (GSA(2011)D/534935)

- (7) In line with the above-mentioned principles, the support for the tuition for staff members' children can be provided only within the limits of the budget affordability and while respecting the principle of reasonableness of level of tuition fees.
- (8) Since the tuition fees have begun to exceed the budget availability of the Agency, it is necessary to limit the tuition fees to certain extent.
- (9) For the purpose of this Decision, 'staff members' shall bear the same meaning as under the Administrative Board Decision.

ARTICLE 1

Selection of Educational Institutions

- (1) The procedure for the selection of educational institutions participating in the present social measure shall be transparent and non-discriminatory.
- (2) The HR Department shall facilitate the communication with educational institutions and prepare the assessment of their proposals. The overview of this assessment shall be submitted to the School Committee to be set up in accordance with paragraph 4 below for further analyses and steps.
- (3) The HR Department may publish an announcement on the GSA's website regarding the Agency's intention to conclude direct agreements with educational institutions for the purpose of the Administrative Board Decision. The announcement shall include all relevant information about the requested educational programmes and shall invite the educational institutions to submit their proposals. The proposal of every educational institution shall contain a detailed description of multilingual tuition provided by the institution, specification of fees and related conditions.
- (4) A "School Committee", consisting of representatives of at least the HR Department and the Staff Committee, shall be appointed by the Executive Director. This committee shall assess the received proposals and recommend to the Executive Director the educational institutions which should be invited to enter into a direct agreement with the Agency.
- (5) The selected educational institutions shall cover the staff members' established need for the provision of multilingual tuition.
- (6) The criteria for the selection of a suitable educational institution shall be the following:
 - The educational institution shall be located in the wider area of the relevant GSA's place of activity referred to in the Administrative Board Decision;
 - The multilingual tuition shall be provided in languages suitable to the staff members' need and shall be comparable with the tuition provided by European Schools;
 - Where relevant, the diploma delivered by the educational institution providing education up to the end of secondary school shall be officially recognised by the International Baccalaureate Organization or shall have comparable quality.
- (7) The Executive Director shall decide on signature of the direct agreement and report it in the Multi-annual Proposed Action in accordance with Article 4 of the Administrative Board Decision and Article 5 of this Decision.

ARTICLE 2

Agreements with Educational Institutions

- (1) The HR Department shall undertake appropriate steps for the preparation and signature of direct agreements between the GSA and the selected educational institutions approved by the Executive Director.
- (2) The direct agreement shall specify all fees paid by the GSA to the educational institution. These fees shall comprise customary and reasonable fees resulting from procedures concerning the acceptance and registration and for all educational services the respective institution offers in compliance with Article 3 of the Administrative Board Decision, including tuition fees, capital payment fees, registration fees and examination fees. The fees paid by the GSA shall not include fees for accommodation, boarding or any extra-curricular / entertainment, sports, travelling/excursion activities. The fees paid by the GSA shall not exceed the average fees paid by non-GSA Staff for the same services.
- (3) The GSA shall cover tuition fees up to the level of fees provided in Annex 1, subject to the availability of funds. Any amounts exceeding the respective ceilings shall be borne by the respective staff members. The ceiling is applicable only on tuition fees. The GSA shall also cover reasonable fees resulting from procedures concerning the acceptance and registration, as well as examination fees.
- (4) Whenever it is possible, the direct agreement shall include provisions favourable to staff members' needs (e.g. better conditions for changing an educational institution during the school year).
- (5) Without prejudice to Article 8, Staff Members in Saint-Germain-en-Laye shall have the possibility to enrol their children at the accredited European School in Paris. The GSA shall not pay the tuition fees to these staff members for other schools. The GSA shall however pay these tuition fees if the European School does not offer the relevant class for the children concerned, until the month of September of the year when the relevant class becomes available at the European School.
- (6) The direct agreements mentioned here-above shall be signed by the Executive Director acting on behalf of the Agency.

ARTICLE 3

Application Procedure for Staff Members

- (1) Staff members who have a dependent child or children within the meaning of Article 2 paragraph 2 of Annex VII to the Staff Regulations living in their place of employment in a place of activity of the GSA where direct agreements with educational institutions are available shall opt for one of the two below possibilities:
 - (a) to get the educational allowance according to Article 2 of Annex VII to the Staff Regulations,
or
 - (b) to benefit from the direct agreements.
- (2) Staff members may benefit from the direct agreements with regard to their dependent child or children subject to:
 - (a) having sent the written request form (Annex 2) to the HR Department, therein

- (b) detailing their need for education of a dependent child or children in a language or languages chosen by the staff member,
 - (c) mentioning the educational institution which has signed a direct agreement with GSA and would be suitable to cover the need for education in the chosen language or languages (and subject to the GSA still recognising such direct agreement as available).
- (3) Staff members wishing to enrol their child or children in an educational institution with which the GSA has not yet signed a direct agreement shall send the written request form to the Head of Administration explaining why no other educational institution with a direct agreement would be suitable to cover their need for an education. The request should be based on exceptional circumstances. If the explanation is deemed to be established by the School Committee and if subsequently the request is approved by the Executive Director, the HR Department shall verify the eligibility of the educational institution and undertake appropriate steps for the preparation and signature of a direct agreement according to Article 2. The conditions of such direct agreement shall be comparable with the conditions of direct agreements concluded through the selection procedure under Article 1 above.
- (4) The GSA shall endeavour to allow access to the present social measure for dependent children of newly employed staff members as soon as possible.
- (5) Registration of any staff member's children with any educational institution shall be the result of such staff member's sole choice and therefore participation of such staff member's children in such educational institution (including any activity undertaken by such children in that context) shall be under the sole responsibility of such staff member, who shall agree to waive any claims against the GSA in that respect and hold the GSA harmless of any such claims. The GSA shall not have or be expected to have any duty of verifying any aspects of educational institutions with which it signs direct agreements, whether in terms of quality, suitability, health, safety, security or otherwise.

ARTICLE 4

Duration of Benefiting from Direct Agreements

- (1) The GSA shall only pay fees from the month in which the staff member has started his/her contract at the GSA. For Staff Members starting their contract during a school year, the GSA shall only pay a pro-rata rate for tuition fees.
- (2) Staff members shall cease to benefit from any direct agreement and this social measure once the respective child no longer fulfils the definition of dependent child within the meaning of Article 2 paragraph 2 of Annex VII to the Staff Regulations. Staff members have an obligation to inform HR department thereof in due time.

ARTICLE 5

Multi-annual Proposed Action

- (1) The HR Department in co-operation with the Finance Department and after consultation with the Staff Committee shall draw up a Multi-annual Proposed Action covering the implementation of the Decision and submit it to the Executive Director in time to enable him to accomplish the duty under Article 4 of the Administrative Board Decision.
- (2) The Multi-annual Proposed Action shall in particular include:

- A list of all the educational institutions that agreed to participate in the Social Measure;
- Any costs resulting from the agreements with the educational institutions selected;
- The number of children benefiting from the Social Measure;
- The status of establishment of European Schools in the Czech Republic, the Spain and France.

(3) The Multi-annual Proposed Action shall cover a period of five years.

(4) The HR Department in co-operation with Finance Department and after consultation with the Staff Committee shall adapt the Multi-annual Proposed Action annually in order to take into account new developments if warranted. Any adaptation of the Multi-annual Proposed Action shall be made in a timely manner at the beginning of the current financial year for the following financial year in order to allow transmission to the Administrative Board in the framework and schedule of the budgetary procedure.

(5) The Multi-annual Proposed Action shall be endorsed by the Executive Director and transmitted each year to the Administrative Board of the GSA in the framework of the budgetary procedure.

ARTICLE 6

Reporting

The HR Department in cooperation with Finance Department shall draw up an annual report regarding the implementation of the Social Measure and submit it to the Executive Director in time to enable him to accomplish the duty under Article 7 of the Administrative Board Decision.

ARTICLE 7

Transitional Provisions

- (1) The Implementing Rules shall be reviewed after the accreditation of a European School in locations mentioned in the Administrative Board Decision.
- (2) The Implementing Rules shall be subject to revision and modifications according to the decision of the Executive Director.

ARTICLE 8

Applicability

These Implementing Rules shall enter into force on the date of their adoption.

Article 2(3) shall not be applicable to Staff Members' children who were enrolled on 9 December 2016 in an educational institution with which the GSA has an agreement and which charges tuition fees above the limits set out in that provision. Article 2(3) however shall become applicable to such children leaving such an institution for another educational institution.

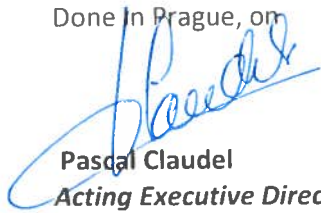
Article 2(5) shall not be applicable to Staff Members' children who:

- were enrolled on 24 April 2020 at an educational institution with which the GSA has an agreement and which charges tuition fees;
- are siblings of a Staff Member's child who was enrolled on 24 April 2020 at an educational institution with which the GSA has an agreement and which charges tuition fees.

For these two categories, the Staff Members shall continue to benefit from the payment of tuition fees until the end of the secondary school, unless staff children leave such an institution for another educational institution.

These two categories of children continue to benefit from the payment of the tuition fees if the reason of change of the school is that the school which they attend does not offer an education until the end of secondary school.

Done in Prague, on **06-07-2020**



Pascal Claudel
Acting Executive Director

Version history

Version	Applicable as of	Modification
1.0	07/11/2011	
1.1 (WF103173)	06/03/2013	
1.2 (WF 209813)	21/04/2015	Article 2
1.3	20/02/2017	Articles 2(3) and 8
1.4	11/11/2019	Article 1(7), 2(3) and Annex 1
1.5		Article 2(5) and Article 8 and Annex 1

ANNEX 1 of the Implementing Rules

**MAXIMUM AMOUNT OF TUITION FEES REIMBURSEMENT BY THE GSA PER AGE CATEGORY FOR
SCHOOL YEAR 2020/2021**

PRAGUE

AGE CATEGORY		AMOUNTS	
Age of the child	Year Group	Maximum amount in CZK	Maximum amount in EUR (i)
2 years	Pre Nursery	267.700	9.909
3 years	Nursery	340.000	12.585
4 years	Reception	403.800	14.946
5 years	Year 1	458.100	16.956
6 years	Year 2	458.100	16.956
7 years	Year 3	474.300	17.556
8 years	Year 4	474.300	17.556
9 years	Year 5	474.300	17.556
10 years	Year 6	474.300	17.556
11 years	Year 7	498.100	18.437
12 years	Year 8	498.100	19.275
13 years	Year 9	498.100	19.275
14 years	Year 10	504.800	18.685
15 years	Year 11	504.800	19.534
16 years	Year 12	523.800	19.388
17 years	Year 13	523.800	20.269

(i) fees are quoted both in EUR and in CZK to avoid the exceeding of the ceiling due to currency fluctuations. For the calculation of the ceiling, it is necessary to take into account either the amount in CZK or EUR depending on what is more favourable to a staff member.

PARIS

AGE CATEGORY		AMOUNT
Age of the child	Year Group	Maximum amount in EUR
2 years	Pre Nursery	16.900
3 years	Nursery	18.441
4 years	Reception	23.139
5 years	Year 1	24.012

6 years	Year 2	24.012
7 years	Year 3	25.202
8 years	Year 4	25.202
9 years	Year 5	25.202
10 years	Year 6	25.202
11 years	Year 7	27.688
12 years	Year 8	27.688
13 years	Year 9	27.688
14 years	Year 10	28.945
15 years	Year 11	28.945
16 years	Year 12	30.147
17 years	Year 13	30.147

MADRID

AGE CATEGORY		AMOUNT
Age of the child	Year Group	Maximum amount in EUR
2 years	Pre Nursery	6.750
3 years	Nursery	7.800
4 years	Reception	7.800
5 years	Year 1	9.000
6 years	Year 2	9.000
7 years	Year 3	9.750
8 years	Year 4	9.750
9 years	Year 5	10.500
10 years	Year 6	10.500
11 years	Year 7	13.500
12 years	Year 8	14.250
13 years	Year 9	14.250
14 years	Year 10	15.000
15 years	Year 11	15.000
16 years	Year 12	16.500
17 years	Year 13	16.500

ANNEX 2 of the Implementing Rules

REQUEST FOR BENEFITING FROM THE SOCIAL MEASURE
“SUPPORT OF MULTILINGUAL TUITION FOR CHILDREN OF GSA STAFF”

In accordance with Article 3 paragraph 2 of The Rules for the Implementation of the Administrative Board Decision GSA-AB-WP No. 19 on Support of Multilingual Tuition for Children of GSA Staff ('Implementing Rules'),

Mr./Ms. Firstname LASTNAME, date of birth xx.xx.xxxx, personnel number xxxxxx (the “Staff Member”)

hereby declares that he / she has the following dependent child / children within the meaning of Article 2 paragraph 2 of Annex VII to the Staff Regulations with below mentioned need for education:

Surname and name	Date of birth	Language(s) of education	Selected educational institution with Direct agreement	Starting date at the educational institution

The Staff Member confirms:

- to have been informed about the content of the direct agreement between GSA and the selected school,
- to have been informed about the content of the Implementing Rules,
- to have been informed about the liability waiver applying with respect to the support provided by the GSA through direct agreement with educational institutions (as described under Article 3(5) of the Implementing Rules) and to expressly accept such waiver, in the sense that the Staff Member hereby in particular expressly waives any claims against the GSA with respect to or in connection with such direct agreement or any part of his/her child's or children's activities under, as a result of or in connection with such direct agreement or their enrolment in the educational institution, and agrees to hold the GSA harmless of any such claims,
- to be aware of their rights and duties stated in the Implementing Rules.

Date and Staff Member's Signature:

Acknowledgment of receipt by HR Department

Date: