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Impact Assessment Study on the Future of the Brussels European Schools

Board of Governors – 05,06 & 07 December 2017 – Platon’s room

BSGEE – Rue de la Science 23, 1040 Brussels

**Impact Assessment Study[[1]](#footnote-1) on the**

**Future of the Brussels European Schools**

**1. Background**

**1.1 Evolution of the population in the schools in Brussels**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 | 2017-2018 | Variation over the last 5 years |
| **S** | 5636 | 5765 | 5948 | 6200 | 6484 | 6743 | 19.6% |
| **M+P** | 4992 | 5200 | 5460 | 5690 | 5847 | 5972 | 19.6% |
| **TOTAL** | 10,628 | 10,965 | 11,408 | 11,890 | 12,331 | 12,715 |  |
| **Theory capacity** | 12400 | 12400 | 12400 | 12400 | 12400 | 12400 |  |

Growth in Nursery and Primary and in Secondary have followed exactly the same rate (19,6%) over the last five school years.

The overall population already **today** (2017-18) overcomes the total capacity of the sites (12400), the temporary Berkendael site included.

**1.2 Overcrowding of European Schools in Brussels**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | EEB1- UCC | EEB1- BRK | EEB2 | EEB3 | EEB4 |
| 2012-2013 | 3046 |  | 3145 | 2908 | 1529 |
| 2013-2014 | 3084 |  | 3092 | 2871 | 1918 |
| 2014-2015 | 3280 |  | 2960 | 2905 | 2263 |
| 2015-2016 | 3397 |  | 3003 | 2998 | 2492 |
| 2016-2017 | 3353 | 169 | 3061 | 3040 | 2708 |
| 2017-2018 | 3440 | 327 | 3095 | 3071 | 2782 |
| Theory capacity | **3100** | **1000** | **2850** | **2650** | **2800** |

Since many years, despite the objective in the enrolment policies:

“Use the resources available in the four existing schools and the Berkendael site in order to lessen as far as possible the overcrowding of the schools as a whole”

could not be completely achieved. EEB1-UCC, EEB2 and EEB3 count a population that overcomes the theory capacity, in the case of EEB2 and EEB3 since six years at least.

**1.3 Rate of growth of the population in the schools in Brussels**

Every year we count roughly 400 pupils more in the European schools in Brussels. This growth rate has been constant over the last five years.

Should the System experience the same rate of growth over the coming years, the situation risks to get out of control.

In the most optimistic scenario, EEB5 would be made available for 2500 pupils in 2021-22, the overall forecasted population (14300) would overcome the capacity of the five sites (EEB1-UCC, EEB2, EEB3, EEB4 and EEB5: 13900) and we would need:

1. Full use of EEB5 from the first year of its availability
2. A supplementary temporary site for ~1000 pupils (EEB1-BRK?), waiting for EEB6 be made available.

**2. Rationale**

Inside the Working Group (WG) “Suivi Bruxelles” (GdS) it has been discussed and agreed to request to the Board of Governors (BoG) a budget for an impact assessment study (IA study) in view of view of assessing possible scenarios for the future of the Brussels schools.

The main objective of the Study would be to recommend possible scenarios for the best use of the infrastructures made available in Brussels by the Belgian Authorities, in view of the 5th School made available.

The main reasons for this request are that the IA study should be well-thought-out, unbiased, and comprehensive.

All efforts have been deployed so that the final report of the IA Study would have been available by mid-September 2018 at the latest. The Board of Governors would have then be able to take a decision at the meeting in December 2018, in time for the enrolment policy for the school year 2019-20.

Unfortunately, there is no possibility to make use an existing framework contract and use art. 70b of the Financial Regulations for at least two reasons:

1. No framework contract that we could join could be found, despite all efforts deployed by different stakeholders (Financial Controller, European Commission, etc.)
2. The estimated volume of the market is 130.000-140.000 €, a value too close to the limit for the use of art. 70b

The only alternative will be an open or restricted procedure, in both cases with publicity in the Official Journal of the EU, being the use of an open procedure the preferable one, as is expected to be lest time extensive. The “specifications” will then need to be completed 3 months before launching the procedure in order to prepare the draft direct contract, to reread the specifications and to include mandatory procurement specifications, and finally to prepare the contract notice. We do not foresee to indicate a maximum volume for the market, so that the concurrency could work in the best conditions. The Cellule Procurement would then be charged to launch an open procedure with publicity in the Official Journal of the EU, whose duration cannot be shorter than 6 months.

This means that the outcome of the IA study would be available at the earliest for the enrolment policy for the school year 2020-21.

Only part of the cost of the market should be available in the budget 2018, while the largest part would be included in the 2019 budget.

**3. Legal Framework**

Convention defining the Statute of the European Schools.

Criteria for the setting up, closure or maintenance of European Schools[[2]](#footnote-2)

Enrolment policies for the European Schools (ES) in Brussels (ESiB) adopted by the BoG, their outcome at the end of each campaign, together with most relevant related pronunciations of the independent Appeal Board.

Rules and regulations in force in the ES.

**4. General Guidance for the Impact Assessment Study**

Specifications for the IA study have been discussed and agreed in among the members of the WG “Suivi Bruxelles”. They are annexed to the present document.

The contractors shall have proven capacity and experience in addressing the necessary pedagogical, organisational, legal and financial issues.

The Secretary General will be the person of contact of the Contractor during the execution of the contract. The expertise of all relevant stakeholders is to be used to feed into the IA process. Therefore, representatives of the stakeholders – which shall include a Representative of the European Commission, parents, teachers and school management – shall be invited to participate in a Steering Group of the contract. They will support the work of the Secretary General as better specified in the “Specifications”.

**5. Opinion of the Budgetary Committee**

By means of an accelerated written procedure initiated on 24 November 2017 and completed on 1 December 2017, the Budgetary Committee expressed a favourable opinion on the proposal to request an impact assessment study with a view to assessing possible scenarios for the future of the Brussels Schools. The Budgetary Committee invites the Board of Governors to endorse the proposal.

**6. Proposal**

The members of the Board of Governors are invited to adopt the proposal to request an impact assessment study with a view to assessing possible scenarios for the future of the Brussels Schools.

**ANNEX**

Production of an impact assessment study (IA study) in view of assessing possible scenarios for the future of the Brussels schools

**SPECIFICATIONS[[3]](#footnote-3)**

1. **TITLE OF THE CONTRACT**

Impact assessment study (IA study) in view of assessing possible scenarios for the future of the Brussels schools.

1. **DESCRIPTION OF THE CONTRACT**

Service contract.

**2.1 Background - The European School System**

Establishments bearing the name 'European School' have been set up from 1957 onwards to educate together the children of the staff of the European Union Institutions, in order to ensure the proper functioning of the European Institutions.

“The European School system is 'sui generis'; it constitutes an intergovernmental cooperation between the Member States and between them and the European Communities, while fully acknowledging the Member States' responsibility for the content of teaching and the organization of the educational system, and for its cultural and linguistic diversity”[[4]](#footnote-4).

The Statute of the European Schools is essentially defined by a Convention (hereafter referred to as "the Convention")[[5]](#footnote-5), signed by Member States and the European Communities on 21 June 1994. “Besides those children covered by the agreement, other children may attend the Schools, within the limits set by the Board of Governors”[[6]](#footnote-6).

“The Board of Governors supervises the implementation of the Convention. For this purpose, it is granted the necessary decision-making powers in educational, budgetary and administrative matters. It may set up committees with responsibility for preparing its decisions”[[7]](#footnote-7).

The Board of Governors consists of the following members:

* the representative or representatives at ministerial level of each of the Member States of the European Union authorized to commit the Government of that Member State, on the understanding that each Member State has only one vote
* a member of the European Commission, the European Patent Office, the European Investment Bank and the European Union Intellectual Property Office.
* a representative of teaching staff designated by the Staff Committee.
* a representative of the parents designated by the Parents' Associations.

The Board of Governors appoints the Secretary-General and Deputy Secretary General and the Director and Deputy Directors of each School. Two Boards of Inspectors have also been set up: one for the nursery and primary schools, the other for the secondary schools. Each Member State is represented by one Inspector on the respective boards.

The Joint Teaching Committee, which gathers Inspectors and Directors, together with representatives of teachers, parents and pupils and a representative of the European Commission, the European Patent Office, the European Investment Bank and the European Union Intellectual Property Office, examine proposals concerning the organization and curricula of the schools. Detailed preparation is done by numerous sub-committees.

“Tuition, in each School, covers the course of studies up to the end of secondary school.[[8]](#footnote-8) It comprises:

* 2 years of nursery school;
* 5 years of primary school;
* 7 years of secondary school”.

In educational matters, the Board of Governors determines which studies shall be undertaken and how they shall be organized. The Inspectors submit, to the Board of Governors, proposals for changes in curricula and for the organization of studies.

“Years of study successfully completed at the School, diplomas and certificates are recognized in the territory of the Member States, in accordance with article 5.1 of the Convention, under conditions determined by the Board of Governors and subject to the agreement of the competent national authorities”.[[9]](#footnote-9)

This principle enables mobility of pupils from and into their national systems at any stage of their schooling.

According to article 4 of the Convention, the education given in the Schools shall be organized on the following principles:

* “the courses of study shall be undertaken in the languages specified in Annex II of the Convention;
* that Annex may be amended by the Board of Governors to take account of decisions taken under Articles 2 and 32;
* in order to encourage the unity of the School, to bring pupils of the different language sections together and to foster mutual understanding, certain subjects shall be taught to joint classes of the same level. Any Community language may be used for these joint classes, insofar as the Board of Governors decides that circumstances justify its use;
* a particular effort shall be made to give pupils a thorough knowledge of modern languages;
* the European dimension shall be developed in the curricula;
* in education and instruction, the conscience and convictions of individuals shall be respected;
* measures shall be taken to facilitate the reception of children with special educational needs”.[[10]](#footnote-10)

Tuition is mainly provided by teachers seconded by the Member States, in accordance with decisions taken by the Board of Governors. The teaching body is supplemented by locally recruited teachers where necessary, some of whom are employed on a part time basis.

The European Schools play a key role in facilitating recruitment in the European public administration on the broadest possible geographical basis by supporting multilingual and multicultural education for children of their staff.[[11]](#footnote-11)

The European Baccalaureate certifies that secondary education has been completed in the European Schools in accordance with the Agreement of 11 April 1984 laying down the regulations for the European Baccalaureate and the following adaptations approved by the Board of Governors.

Holders of the European Baccalaureate:

* enjoy in the Member State of which they are nationals, all the benefits attached to the possession of the diploma or certificate awarded at the end of secondary school education in those countries;
* are entitled to seek admission to any university in the territory of any Member State, on the same terms as nationals of that Member State with equivalent qualifications.

**2.2 Technical Specifications**

**2.2.1 Objectives of the Contract**

The general objective of the contract will be to design, assess and compare possible scenarios for the future of the European Schools in Brussels, including the future 5th school.

Specific objectives will be:

1. To propose the best possible full use of the 5th school, as from the date it is made available;
2. To improve the present situation of the 4 existing and the future 5 schools in Brussels, eventual necessary temporary sites included.

The Contractor will have to undertake the tasks described below in point ii) by taking into consideration that scenarios are designed, assessed and compared in full respect of:

1. the Convention (namely art.3, but not exclusively)
2. any other legal constraint

and aiming at:

1. the best possible pedagogical offer for all pupils in Brussels
2. harmonizing the offer in among different schools in Brussels
3. optimizing use of resources:
   1. logistic ones (existing and future buildings),
   2. human ones (teaching and non-teaching staff)
   3. financial ones
4. minimizing the impact on pupils, their families and members of staff
5. keeping the European Schools attractive for seconded and locally recruited teachers.

**2.2.2. Description of the tasks**

To the purpose of this contract, the Contractor will have to perform two tasks:

***Task l: Analysis of the current challenges faced by the European Schools in Brussels (ESiB)***

The Contractor will have to report in an exhaustive manner on the current challenges faced by the ESiB, following a clear and substantiated problem analysis, based on actual data.

To this aim, the Contractor will analyze all the background documents which will be provided by the Steering Committee and will gather knowledge via additional desk research and consultations of the stakeholders (see below under 2.3 Methodology).

These activities must allow for gathering sufficient information in order to reach the specific objectives of the contract.

*Deliverable: one Report on the Current Situation of the European Schools in Brussels – state of play and challenges*

***Task 2: Assessment and comparison of possible future scenarios aiming at addressing the challenges identified in Task 1***

The Contractors will propose, assess and compare possible scenarios for the use of the future 5 schools in Brussels and any eventual necessary temporary site.

The design of the scenarios, their assessment and comparison will have to respect the following requirements:

* assess alternative scenarios;
* result in a sound and comprehensive analysis and appraisal of all the relevant factors, including pedagogical criteria;
* include clear identification of:
  + objectives pursued
  + associated cost (in particular impacting cost on staff payroll and necessary infrastructure adaptations)
  + positive and negative impacts on teachers, pupils and their families
  + organizational issues;
* include guidance for a proper financial estimation.

The analysis of the different proposed scenarios will also include:

* assessing effectiveness and efficiency in addressing the identified problem(s) against the baseline scenario (maintenance of the current situation for the existing schools)
* take into account the possible impact of Brexit in term of number of pupils, section composition and staffing

For the option of one or more schools losing or receiving pupils, a clear pedagogical, organizational and financial rationale for the location(s) and for the possible distribution of language sections should be provided. Moreover, the potential impact on families should be considered.

Scenarios should take into account the legal implications and trends in the school population in Brussels, both in aggregate terms and by section and by languages without section.

All scenarios should be seen in the context of a timeline including a transparent presentation of these issues over the short/medium and long term and reasonable estimations into the future, based on actual, solid data where available. Any assumptions made should be clear and key assumptions need justifying.

All scenarios should also:

* Present the number of pupils per class level and section at all different places;
* Address the issue of section composition at all sites;
* Consider also the logistical and geographic situation of the schools, and the public transport facilities nearby
* Study the implications in terms of choice of pupils;
* Covering the eventual necessary infrastructure changes per site and the time frame required for them;
* Evaluating the scope for balance future school populations; including a specific analysis on where the growth and decline is, so that this too is reflected in balance and future composition of the schools;
* Assessing the efficient use of resources
* Contain a detailed statement of the overall associated costs

*Deliverable: one Report on the Assessment and Comparison of possible options of the European Schools in Brussels, including the 5th school*

**2.3 Methodology**

Tenderers must propose a sound methodology in their offer, addressing in detail the tasks described above.

In particular, it is requested that Task 1 analysis is carried out through a combination of desk research, analysis of documents and consultation with main stakeholders in the European Schools in Brussels. The consultation might take the form of questionnaires, surveys and interviews. Within one month from the approval of the inception report by the Office of the Secretary-General, the Contractor will carry out individual consultations with all the stakeholders, as denominated to in the following paragraph, who explicitly request so.

In the same time period, all the involved stakeholders (the Secretary-General, the European Commission, the Directors of the European Schools in Brussels, the APEEEs of the European Schools in Brussels and representations of teaching staff of the European Schools in Brussels) will have the possibility to submit their position papers to the Steering Committee.

The Secretary-General will provide the contractor with all existing documents[[12]](#footnote-12) that might be useful for the effective implementation of the services contracted, which will include:

* *Policies for enrolment in the ES in Brussels*
* *Reports on the implementation of the Policies at the end of the enrolment campaign*
* *Current studies organization in the schools in Brussels;*
* *Rules governing the European Schools;*
* *Rules concerning the organization of studies;*
* *Historical and present existing data on Brussels ES and other relevant existing data and figures;*
* *Previous External Research and Evaluations on the European Schools.*
* *Other Relevant Information, upon request of the Contractor, when available.*

The work of the Contractor will be monitored by a Steering Committee.

The Secretary-General will be the Chair of the Steering Committee and will be the contact person for the Contractor during the execution of the contract. The Steering Committee will be composed of:

* The Secretary-General (Chair)
* A Representative of the European Commission
* A Representative of the Directors
* A Representative of the APEEs in Brussels
* A Representative of the teaching staff in Brussels

The Chair can invite experts to the meetings of the Steering Committee.

The Steering Committee will be consulted for the feedback to be given and will also be involved at the stage of the validation of work as stated at section 2.4.

**2.4 Deliverables to be submitted and timeframe**

The contractor must provide the required deliverables and reports in accordance with the timetable provided below. When requested in the contract the reports will accompany the invoices for payments.

Each report or document will be submitted in English in electronic format compatible with Word. Deliverables will be of the highest linguistic quality and will have been edited and proofread by a native speaker or equivalent.

The **initial report (Inception Report)** shall describe in detail the proposed approach (the set-up of work, methodology, roles and schedule to allow for timely, cost-efficient and impactful execution of all work packages. It shall take into account the kick-off meeting discussions and address all comments made therein. The Inception Report shall not exceed 20 pages (annexes excluded).

The **draft reports on Task 1 and Task 2** shall describe in detail the activities performed and their results. They shall also describe changes/delays with respect to the original plans; justification for changes and measures taken to compensate for possible delay in schedule. Draft Report on Task 1 shall also describe tasks to be performed in the remaining contract period with a corresponding timeline

Building on the two Draft Reports, the **draft Final Report** shall include the outcomes of Task 1 and Task 2 in the format of an Impact Assessment Study. The approved Final Report shall be translated into German and French.

The final report must include:

* an abstract of no more than 200 words and an executive summary of maximum 6 pages
* specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
* the following disclaimer:

*The information and views set out in this report are those of the author(s) and do not necessarily reflect the official opinion of Secretariat General of the European Schools. Secretariat General of the European Schools does not guarantee the accuracy of the data included in this study. Neither the Secretariat General of the European Schools nor any person acting on its behalf may be held responsible for the use which may be made of the information contained therein.”*

All the material must be suitable for further distribution.

In addition to the deliverables specified above, the Contractor will also have to provide the **minutes of meetings** with the Steering Committee as per the table below:

**Timeframe:**

|  |  |  |
| --- | --- | --- |
| **Timetable** | **Meetings** | **Actions/Deliverables** |
| *Reference date: signature of the contract* |  | Start date of the contract |
| Week 1: Reference date + 5 working days | Kick-off meeting (1° coordination meeting with the Steering Committee) | The project is launched. The kick-off meeting will ensure that the contractor has a clear understanding of the terms of the contract and the objectives of the project and will feed the content of the Inception Report. The contractor will draft the minutes within 5 working days. They will have to be circulated and approved by the Steering Committee. |
| Week 3: Reference date + 3 weeks |  | Submission of the Inception Report (which must address all comments made at the kick-off meeting) |
| Week 4: Reference date + 4 weeks | Inception report meeting (2° coordination meeting with the Steering Committee) | The meeting might be convoked by the Steering Committee in case of major issues with the Inception Report. Otherwise the Steering Committee will approve or comment the Inception Report in written. If the meeting is held, the contractor will draft the minutes within 5 working days. They will have to be circulated and approved by the Steering Committee. |
| Week 8: Reference date + 8 weeks |  | Submission of draft report on Task 1 |
| Week 9: Reference date + 9 weeks | draft report Task 1 meeting (3° coordination meeting with the Steering Committee) | The aim is to discuss the content of the draft report. In addition, the aim is to check that the planned work has been performed on schedule and in accordance with the terms of the contract and to agree – if needed – on adjustments to be made to the remaining work.  The contractor will draft the minutes which will have to be circulated and approved by the Steering Committee.. |
| Week 10: Reference date + 10 weeks |  | The Steering Committee will approve or comment the Draft Report on Task 1. When approved the Report will become Final. |
| Week 12: Reference date + 12 weeks |  | Submission of draft report on Task 2 |
| Week 13: Reference date + 13 weeks | draft report Task 2 meeting (4° coordination meeting with the Steering Committee) | The aim is to discuss the content of the draft report.  The contractor will draft the minutes which will have to be circulated and approved by the Steering Committee. |
| Week 14: Reference date + 14 weeks |  | The Steering Committee will approve or comment the Draft Report on Task 2. When approved the Report will become Final. |
| Week 16: Reference date + 16 weeks |  | Submission of draft final report |
| Week 18: Reference date + 18 weeks | Final coordination meeting with the Steering Committee | The Steering Committee comments on the draft Final Report and general evaluation of the contractor’s service. The Contractor will have to resubmit the Report taking into consideration the comments received within 10 working days.  The contractor will draft the minutes which will have to be circulated and approved by the Steering Committee. |
| Week 20: Reference date + 20 weeks |  | The Steering Committee will approve or comment the Draft Final Report. When approved the Report will become Final. |
| After approval of the Final Report |  | Submission of invoice for the payment. |

**2.5 Validation of work**

The Office of the Secretary-General will monitor the whole process. It will be closely involved in the definition of the methodology and will be kept informed about the progress of the production and invited to give comments up until the finalization of the study, helped by a Steering Committee constituted for the purpose.

The Secretary-General will validate the work carried out by the Contractor, after having received an advice from the Steering Committee.

The Secretary-General expects the Contractor to adhere to the highest scientific and professional standards in his/her work. In particular, the methodology and the techniques used to meet the requirements of the tender shall derive from accepted standards of the profession. The production shall be original in its content and/or findings and represent a contribution with added value, compared with existing materials.

The Secretary-General retains the right to reject a study that does not meet these standards.

1. **STARTING DATE OF THE CONTRACT AND DURATION**

The contract shall enter into force on the date on which it is signed by the last contracting party. The duration of the tasks shall not exceed 5 months from that date. The execution of the tasks shall not start before the contract has been signed or before the specific date specified in the contract. Work will follow the timetable detailed below.

1. **~~VOLUME OF THE MARKET~~**

~~The estimated maximum amount for the execution of all the tasks referred to in this call for tenders is EUR XXXXXX.00, including all charges and expenses. No contract offer above this amount will be considered.~~

1. The Impact Assessment Study is a tool for the purpose of carrying out the Impact Assessment of the proposal. Experts are expected to deliver expertise that will allow the responsible administration to produce the impact assessment. The whole methodology and process should be clarified in the document [↑](#footnote-ref-1)
2. Doc. 2000-D-7510 (annex to 2003-D-14-en-2)- Document amended by the Board of Governors of the European Schools at its meeting in Prague on 15, 16 and 17 April 2015 (“2014-12-D-5-en-4”). [↑](#footnote-ref-2)
3. These “specifications” shall be completed in the unfortunate event that use of an existing Framework Contract would not be possible. [↑](#footnote-ref-3)
4. Preamble to the Convention defining the Statute of the European School [↑](#footnote-ref-4)
5. <https://www.eursc.eu/BasicTexts/SW1_21994A0817-en.pdf> [↑](#footnote-ref-5)
6. Article 1 of the Convention [↑](#footnote-ref-6)
7. Article 10 of the Convention [↑](#footnote-ref-7)
8. Article 3 of the Convention [↑](#footnote-ref-8)
9. 2014-03-D-25 "Equivalence between the European baccalaureate and the national upper secondary leaving certificate of national schools and admission of European baccalaureate-holders to universities in the member countries". See also <https://www.eursc.eu/BasicTexts/2014-03-D-14-en-5.pdf> (2014-03-D-14-en-5 -“General Rules of the European Schools”, Annex II, “Table of Equivalences of teaching levels/year groups”, P. 51. [↑](#footnote-ref-9)
10. Art. 4 of the Convention [↑](#footnote-ref-10)
11. Preamble to Regulation (EU, EURATOM) N° 1023/2013 of the European Parliament and of the Council of 22 October 2013 [↑](#footnote-ref-11)
12. in principle documents should be available in DE, EN, FR at the Contractor's best convenience. They can be in hard copy or in electronic form [↑](#footnote-ref-12)