

SPRINGFEST AGREEMENT

European School, Brussels III, Ixelles

Preamble

Springfest is an essential part of the social activities that complement the school's educational work. Each year, the joint effort provided by the pupils, the parents and the school (teachers and administration) enables the organisation of this event.

The main purpose of the Springfest is to reinforce the links between parents, pupils, the school and, in particular, teachers.

The agreement agreed between the school and the Parents' Association (hereinafter referred to as "APEEE") aims to establish a stable framework for good cooperation within the school community whilst ensuring a balance between educational and recreational aspects. This involves, firstly, a well-controlled organisation and great efforts on the part of various volunteers, who must act in the right way respecting the rules. In the organisation of activities, priority must be given to exploiting the school's internal talents in order to reinforce the educational side of the festival.

The agreement also ensures effective management of the financial aspects of the Springfest's organisation. It thus lays down the principle of financial management autonomy by opening a bank account in the name of the APEEE, and defines the tasks and roles of the new bodies for decision-making.

Both parties place special emphasis on cost limitation and ensure the proper management and organisation of the Springfest. They take note of the special situation in 2016, which led to a moderate consumption of the amount accumulated during the activities of the preceding year.

The school's management will ensure that the decisions taken as part of the Springfest in no way contradict the general regulations of the European Schools and other decisions of the Board of Governors. To this end, agreement of the management is required for each global project of the Springfest.

Article 1

Opening and financial management of the APEEE account

The financial responsibility for the organisation of Springfest (hereinafter referred to as "SF") is provided by the APEEE with the active collaboration of the school.

An account in the name of the APEEE will be used for this purpose.

This account must remain financially balanced (annually) and may not, in any event, be in deficit.

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At the date of signing this agreement, it shall show a positive balance resulting from amounts not yet spent or distributed from preceding years.

This account is part of the APEEE accounts and, as such, the applicable regulations for all APEEE accounts apply. However, the articles of this agreement take precedence over the other internal regulations applicable to the APEEE accounts (in particular Articles 6 to 9 of this agreement).

Article 2

Springfest Committee

The SF is organised by a Springfest Committee (hereinafter referred to as "the Committee") composed of 5 members representing all sectors of the school community.

- (a) The school's management represented by the Director, who may delegate to a Deputy Director of the primary or secondary school,
- (b) the primary school (including nursery),
- (c) the secondary school,
- (d) the APEEE represented by i) the SF coordinator and ii) the parent responsible for the Springfest account, hereinafter referred to as "financial representative".

For decision-making purposes, each party has one vote: the school and the APEEE. Within the committee, decisions will be made unanimously by the parties.

The Committee will be co-chaired by the representative of the Director and the financial representative of the APEEE, who, if necessary, may delegate this task. The school administrator, the APEEE treasurer and the pupil representative may attend the meetings as observers.

The Committee decides on the programme of the event as well as the distribution of any profits according to the terms of Article 9.

Article 3

Programming and global budget


Any member of the school community may suggest activities to the Committee, alone or with volunteers. Any proposal must contain a detailed description of the activity and its organisation, and must be accompanied by a budget plan.

Each activity should have a balanced budget whilst ensuring payment of general expenses. If the activity is one which has already been organised before, the estimated income will be capped, as a precaution, at 10% less than the income of the previous year.

The Committee will select annual activities based on these suggestions and will appoint an adult, responsible for each of them.

On the basis of the suggestions that the Committee will have gathered, a programme and an overall budget will be presented to the Springfest Financial Board (see Art. 4 of this agreement).

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Article 4

Springfest Financial Board

All decisions with financial implications shall be approved in advance by the Springfest Financial Board (hereinafter referred to as "SFB"). This Board will be composed of two members: The Deputy Director of the Secondary School, and the financial representative of the APEEE. Participating as an observer will be the representative of the Pupil Committee or another pupil designated by the latter.

The decisions of the SFB may be made unanimously in writing, email etc.

No order or other financial commitment can be made without the prior agreement of the SFB. Orders or other financial commitments undertaken without this agreement will not be honoured by either the school or the APEEE.

Therefore, before placing an order, any expenditure must be validated in writing by the Deputy Director of the Secondary School and the financial representative of the APEEE. Both will need to co-sign any order, payment or other action with financial consequences, through the bank or other. The order stamp by the coordinator must also be provided.

Invoices must be countersigned by the SFB. If, for technical reasons, cash payments have to be made, or if written quotes cannot be made (for example: communication costs), the SFB will have to give its prior written consent.

Article 5

Coordinator

Orders for the supply of equipment, food and drinks will be carried out by the APEEE. The person who assumes the general coordination of the SF (hereinafter referred to as "coordinator") will be the central point of contact for any external order and the main point of contact with external suppliers, the APEEE staff and parent volunteers. The coordinator must be regularly informed of any new order, regardless of its origin.

The coordinator must maintain a file with all payment documents and necessary supporting documents, including email communications.

At the end of the financial year, the coordinator will prepare a report for the attention of the SF Committee and the Administrative Board of the APEEE including a brief description of the sequence of activities, the strengths, as well as areas to improve for future activities.

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Article 6

Placing orders

Orders or other financial commitments can only be made on the basis of a detailed written quote from the service or service provider, and within the budget, subject to the approval of the SFB. In principle, an independent quote must be given and presented for any order above €500. For the rest, the rules applicable to the APEEE apply.

Transfers of products and services from any sector of the APEEE as part of the SF should be based on detailed, written orders.

Article 7

Payments

Payments can only be made by bank transfer through the APEEE bank account, and only upon presentation of invoices drawn up in proper form and countersigned by the SFB, with reference made to the activity in question and approved by the person responsible for them.

Any cash payment will only be made by the person designated for this purpose by the SFB. No cash payment can be made directly from the income raised by the sale of tickets, bracelets etc.

The APEEE must keep a file with all the necessary payment and supporting documents, including e-mail communications.

Article 8

Consumer Tickets

The SF does not provide for cash payments. Payment for participation in various activities or the consumption of drinks and food can only be done through the sale of tickets purchased beforehand.

The SFB will set up a reliable system for the sale of tickets, bracelets and any other system in order to cover the costs of organising the SF. For example, numbered tickets in different colours each year or bracelets preferably referring to the current year's Springfest. Unused tickets, bracelets etc. will not be refunded. The stalls, where the tickets will go on sale, will be the only places where cash will be handled. Stall managers will be designated jointly by the SFB and the APEEE via its financial representative.

The Springfest Committee shall implement adequate control measures for the distribution of tickets, bracelets (and others) and the reconciliation of tickets, bracelets (and others) sold, with the money received. In addition, the necessary security measures must be taken for the distribution and the storage of money.

Tickets collected from each activity should be kept separately in order to check, if necessary, the financial viability of this activity. The SFB has the right to stop organising activities that are not financially sound or ethically valid.

Article 9

Distribution of profits

The decision on whether or not to distribute the possible profits rests with the SFB on the positive advice of the SF Committee.

In the event of losses one year, and/or the following years, the profit, if any, will be used first and foremost to cover this loss and, as a priority, to restore cash flow as soon as possible.

Every year, a cash flow of at least €25,000 for any operational expenditure for the following year will be kept in the SF account.

In the event of profits, these will be distributed, as far as possible, in order of priority among the following activities:

- (a) proposals aimed at providing a financial contribution to pupils for external activities that represent the school to the outside world (for example, travel or accommodation costs of students participating in Eurosport or other competitions, such as THIMUN (simulation of United Nations Assemblies), mathematics, rhetoric, "thermos" or others)
- (b) specific internal projects of the school proposed by pupils, teachers and parents, which are based on the real needs in infrastructure or equipment (such as computer, sports or other equipment) and
- (c) charitable solidarity projects within or outside the EU, emphasising, above all, educational needs:

Any member of the school community may propose a charity project or an internal project at the school. The SF Committee will choose the charitable project(s) (on the basis of a full examination beforehand establishing the financial soundness of the project(s) by the Administrative Board and the School Director) and the internal school project(s). Payments to charity projects will be made after consideration by the SF Committee of the different proposals.

Charity organisations may be chosen prior to the SF each year to allow their members to be involved in its organisation, but only on the explicit and written decision of the SF Committee.

The decision on the distribution of profits will be taken in unanimity by the SF Committee. If there is a lack of unanimity, the unsuccessful proposals will not be financed, and the profit may be set aside for the following year.

Members entitled to vote must consult their representatives sufficiently beforehand (the Administrative Board for the representatives of the APEEE) or the persons in their function groups.

The decision on the distribution of profits by the SF Committee must be validated by the APEEE according to the internal rules of the APEEE.

Article 10

Financial Report

The APEEE treasurer will prepare a financial report for the attention of and for the approval by the annual Ordinary General Assembly. This will include the comparative accounts before and after the financial year, as well as the distribution of any profits.

A summary of this report and the list of activities supported, or the motivation behind the decision for non-distribution of profits, will be put on the association's website.

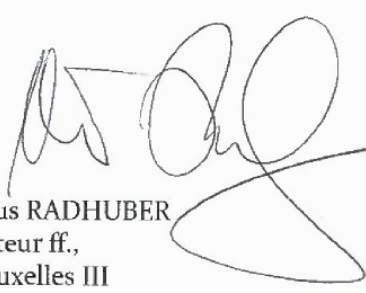
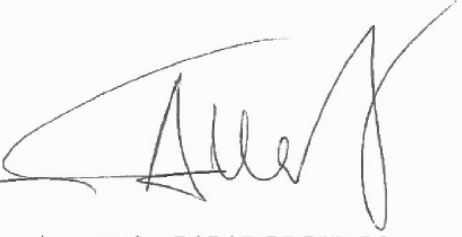
Article 11

Entry into force and transitional measures

This agreement shall take immediate effect after signature, and it cancels the previous agreement and any other verbal or written agreement. It can be modified at any time upon the written request of one of the parties at least six months before the organisation of the next SF.

When this agreement comes into force, the SFB must begin by distributing the amount that exceeds the amount provided for in Article 9.

Signed in Brussels, 7th July 2016

	
Markus RADHUBER Directeur ff., EE Bruxelles III	Anastassios PAPADOPOULOS Président du Conseil d'administration de l'APEEE

Director ff.,
European School of Brussels III

President of the APEEE
Administrative Board