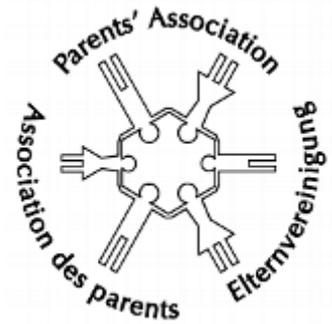


Parents' Association of the European School Munich



Minutes of the Board Meeting of

The meeting was held in the premises of the EPO, Bayerstr. 34, Room 2450, from 18.40 – 21.10.

Minute writer: Manolis Papastefanou

Board Members present (16): Georg Weber, Gerry Van Woensel, Jean-Luc Dupuis, Rupert Plenk, Jenny Kugelberg, Rafael Baltanás, Angelos Kanlis, Florida de Kok, Flavio Carsughi, Dimitrios Varelas, Kerstin Arenz, Stefano Zanaboni, Günther Körbler, Elena Rojo Romeo, Edoardo Pastore and Manolis Papastefanou.

Board Members absent: François Girardin, Enrico Ulivieri

Observing members of the Educational Council: Joana Espírito Santo (SWALS – GS)

Present was also Conor O’Sullivan, newly elected EN language section representative

1. The chairman opened the meeting at 18.40.
2. He welcomed Conor O’Sullivan, newly elected representative of the English language section and explained that he would not have the right to vote in the Board’s decisions before his formal confirmation by the AGM.
3. The chairman reported on a meeting with the school regarding the canteen. It appears that the budget the school has planned for the canteen for the canteen not sufficient any more to cover the costs for the maintenance of the canteen/kitchen (for ex. replacing plates, cutlery etc.). The main reason is that the size of the canteen (i.e. number of pupils using it) has outgrown the initial numbers that were included in the contract and which were the basis for the budgetary planning of the school. The current situation is that the school budget for the canteen /kitchen is not sufficient and, according to the regulations, the school is not allowed to use funds from the budget that are reserved for other matters. The chairman explained that the Association was not going to take over these costs, especially since it has been agreed that the school

was the one to cover them. In the end, the purser (A. Waldrodt) promised that the school would try to find the necessary funds. The issue will be brought in the meeting of the Administrative Board of the school in the beginning of 2015, when budgetary matters are normally discussed.

4. New Site

Not so good news regarding the progress of the new site of the school. The construction works have not started yet. This additional delay caused an extra cost of € 5.000.000 over the initial budget, mainly due to inflation. The German federal ministry of finance, which is to finance the construction of the new site, stated that it would not cover these extra costs. The "Bauamt", in its turn, is not starting the construction unless the whole budget is covered. Discussions are ongoing; ESO offered to send a letter to the federal ministry of Finance to request the solution of the problem. The result is additional delay in the termination of the project.

5. Transport

The billing rules for the school buses were explained: the government of Bavaria covers 80% of the costs of the transport of the pupils to their school; the remaining 20% is covered by the municipality of Munich. The result is that the pupils, who live inside the city limits of Munich are transported for free. Other municipalities, however, do not cover this remaining 20% of the cost; the consequence is that the pupils who leave in these municipalities (Ottobrunn, Neubiberg, Pullach etc) have to pay this remaining 20% themselves. Normally, the Association receives an annual invoice about these costs and in its turn, charges the pupil's families according to an established "zone system" depending on their home address and the distance from the city limits (more details in the Service brochure and the website of the Association). Recently, upon a complaint by a family, the Association charged PriceWaterhouseCoopers (PWC) to audit the whole billing structure and calculation in place. The result of the audit was that the billing is correct and fair. It was decided (no objections, 2 abstentions) that the billing structure will remain as it is and that measures will be taken in order to ensure that only pupils that pay (in case a payment is due) will have the right to use the buses.

6. Requests for financial support

The board decided unanimously the following:

- To support the trip of the school orchestra to Poland with an amount up to € 3000.
- To support the purchase of illustrated books for the HS Library (in 5 languages EN, FR, DE, IT, NL) with the requested amount of € 300.
- Regarding a request to support financially the purchase of musical instruments the issue would be clarified with the school. More specifically it was still not clear what the requested instruments will be used for and who would they belong to. The Association does not wish to own musical instruments. Moreover, the school had according to its statement, funds available to purchase two (2) electrical piano's.

The Association would be willing to support a purchase of musical instruments by the school, but did not wish to purchase them itself.

- Regarding the support requested for the organisation of the annual science symposium by the ESM, more details would have to be provided by the school. The Board expressed its willingness to support such an event, but details about the estimated expected costs and the number of participants would be necessary in order to decide on a specific amount. It was also noted that the school has not promoted the event sufficiently and a corresponding request would be made to the school management.

7. Cat. III fees

Flavio Carsughi reported that the complaints' board of the European schools had issued a decision confirming the increase of the fees by 25% as initially decided by the Board of Governors. No mention was made in the decision regarding the use of a written procedure in the decision making process of the Administrative board of the ESM.

8. IT matters

The issue of the contract with Michael Kim-Mayser (MKM) was discussed next (see also minutes of meeting of 03.09.2014, point 5). On 09.10.2014, a meeting with MKM took place in which members of the Board had the opportunity to get information and clarification(s) on the IT system developed by MKM and the work done by him in this context. F. Carsughi reported that the meeting was very informative. He also referred to some points regarding the proposed contract with MKM that would need to be clarified.

The chairman explained that there had been a written agreement signed with MKM regarding the data protection (para. 11a of Bundesdatenschutzgesetz) and that MKM had provided the office with a back-up copy (on an encrypted CD) of all the data in the current system. Hence, in case of major problems with the new system, the data could be recovered and imported to the "old" system (Access) of the office in order to ensure service.

Regarding the domains, it was explained that the domain names "ev-esm.org" and "myesm.org" were registered at the name of the Association with G. Weber as a contact person. The domains "my-esm.org" and "nsa-esm.org" were registered at the name of MKM. MKM had accepted to sign a contract that would specify that the domains under his name would be for the exclusive use of the IT system of the Association and that he would transfer them to the Association upon termination of any contract with the Association, relinquishing any claims to copyright. F. Carsughi noted that it might be better for the Association if the domains registered at MKM's name are transferred to the Association before signing any contract. After a brief discussion on the matter, it was pointed out that the possibility of transfer of the domains to the Association had not been discussed with MKM and, in order to be able to proceed with the signature of the contract this issue could be tackled independently (i.e. the contract could be signed and the transfer of domains – if decided and agreed – could take place at a later stage). The outcome of the discussion was that the contract with MKM should cover the following points, at least:

- The contract would be for a service; it would cover all the tasks which would be necessary for the provision of this service to be guaranteed.
- It would also include training of the personnel of the office and the development of an online help and a user's manual (the latter with help of the office).
- It would cover "small/routine" development and modifications (for ex. a new interface) but any major new development (for ex. including new services) would not be covered.
- It would include the clarifications about the ownership of the domains and the obligation of MKM to transfer the domains under his name to the Association upon termination of the contract, relinquishing any copyright claims.
- It would include the signed agreement regarding data protection.
- It would specify that in case of MKM's incapacitation (for ex. death) or impossibility to continue business, access to the IT system (structure, software code) for continuing operation, maintenance and development will be assured.
- It would specify that regular back-up copies of the data would have to be provided to the Association.
- The duration of the contract will be one year, its start and end will be adapted to the school year; when it ends, it will be extended automatically for a year unless one of the parties wished its termination; such termination would have to be communicated before the end of the calendar year preceding the end of the school year.

It was agreed (no objections, one abstention) that the Board authorises the chairman to proceed and sign a contract with MKM if the above points are fulfilled. The contract will be drafted by a lawyer.

9. Next meeting will take place on 18.11.2014.

The meeting ended at 21.10.