



Staff Handbook



Review Frequency: Annual
Policy written by: HRM Division/Legal Division
Policy written in: October, 2017
Last review date: November, 2020


Sophio Bazadze
Director



Table of Contents

Chapter I. General Provisions	3
Article 1. Scope of staff handbook.....	3
Article 2. Definition of terms.....	3
Article 3. General rules	4
Article 4. School mission	5
Article 5. School values	5
Article 6. Benefits of the employee.....	5
Article 7. Protection of children's rights	5
Chapter II - Conflict of interests and confidentiality protection.....	6
Article 8. Conflict of interests.....	6
Article 9. Confidentiality protection	6
Article 10. Personal Data Protection.....	7
Article 11. Impermissibility of privileges.....	8
Chapter III. Communication.....	8
Article 12. Internal and external communication.....	7
Chapter IV. Rights and obligations of the employee and employer.....	8
Article 13. Obligations of an employee	9
Article 14. Employees' rights.....	11
Article 15. Prohibitions.....	11
Article 16. Obligations of an employer	12
Chapter V. Rules for acceptance, remuneration and dismissal of persons employed at school	12
Article 18. Acceptance of the employee in school.....	13
Article 19. A list of documents to be submitted when getting employed	14
Article 20. Grounds and procedure for termination of labor contract.....	15
Article 21. Termination of the labor contract by the initiative of the employee.....	15
Article 22. Dismissal procedure	15
Chapter VI. Salary, monetary assistance and overtime work.....	16
Article 23. Issuing a salary.....	17
Article 24. Bonus and monetary assistance	17

Article 25. Overtime work.....	18
Chapter VII - Work and rest time, business trip, vacation.....	18
Article 26. Work, Break and Rest Time	18
Article 27. Business trip.....	19
Article 28. Vacation	19
Article 29. The absence from work / sick leave	20
Chapter VIII - Disciplinary Liability	20
Article 30. Violation of staff handbook and disciplinary liability	19
Article 31. Disciplinary liability due to the violation of the working hours.....	22
Article 32. Appeal of imposing of disciplinary liability	22
Chapter IX. FINAL PROVISIONS	23
Article 33. MISCELLANEOUS.....	23

Chapter I. General Provisions

Article 1. Scope of staff handbook

- 1.1. The present staff handbook was developed in accordance with the applicable legislations of Georgia and the charter of European School LLC, regulates rules of conduct for the employees of the European School LLC, labor and an accompanying relationships between employer and employee.
- 1.2. This staff handbook applies to all employees of the European School LLC, despite of their qualifications/position and represents an integral part of the Labor Contract.

Article 2. Definition of terms

- 2.1 **School** - European School LLC;
- 2.2 **School Director** - Director of the European School LLC;
- 2.3 **School Administrative Manager** - Administrative Manager of the European School LLC;
- 2.4 **Employer** - European School LLC;
- 2.5 **Employee** - a person performing a certain work on the basis of the Labor Contract concluded with the school;
- 2.6 **Teacher** - An employee, who is certified in accordance with the Georgian Legislation and the rules established by the Ministry of education, science, culture and sports.
- 2.7 **Academic Staff** - Employees who perform academic activities at school;
- 2.8 **HRM Division** - Human Resource Management Division of the school;
- 2.9 **Student** - a person studying at school on the basis of General Educational Service Agreement and aiming to obtain general education;
- 2.10 **Legal representative of a student** - Student's parent, guardian, custodian or other trustee;
- 2.11 **Teaching and Learning Process** - A set of activities Established by the Ministry of education, science, culture and sports or other authorized body for providing and receiving general education and to achieve the goals set by the National Curriculum;
- 2.12 **Job description** - the enclosed document of the Labor Contract that determines the tasks to be done by the employee, as well as responsibilities and general functions, along with other specifications related to the job.
- 2.13 **Online Teaching and Learning Process** - Changing the traditional form of education to receive general education and/or study a subject/group of subjects under the National Curriculum, based on Information and Communication Technologies. It allows school to lead the teaching process based on the e-platforms and the student - to acquire knowledge in a quality, timely and effective way in accordance with the curriculum and to be fully involved in the learning and teaching

process.

Article 3. General rules

- 3.1. Issues related to labor relations that are not regulated by this staff handbook or by other special internal regulatory act are regulated by the legislation of Georgia and the labor contract;
- 3.2. All the employees of the school are equal and are given equal opportunities to demonstrate their skills in the performance of work envisaged by the position, develop and advance according to his/her capabilities;
- 3.3. Employer is prohibited from any form of discrimination in labour, pre-contractual and contractual relation due to race, skin colour, language, ethnicity or social status, nationality, origin, material status or position, place of residence, age, gender, sexual orientation, marital status, disability, religious, public, political or other affiliation, including affiliation to trade unions, political or other opinions, or on any other grounds.
- 3.4. Discrimination shall be the intentional or negligent discrimination or exclusion of a person, or the giving to him/her a preference, on the grounds of race, skin color, language, ethnic or social affiliation, nationality, origin, property or titular status, employment status, place of residence, age, gender, sexual orientation, disability, health status, religious, public, political or other affiliation (including affiliation to trade unions), marital status, political or other opinions, or on any other grounds, with the purpose or effect of denying or breaching equal opportunities or treatment in employment and occupation.
- 3.5. The need to differentiate between persons, which arises from the essence or specific nature of the work in question, or the conditions of its performance, and serves to achieve a legitimate objective, and constitutes a necessary and proportionate means of achieving that objective, shall not be deemed discrimination.
- 3.6. During labor relations, the parties are obliged to protect fundamental human rights and freedoms defined by the Georgian legislation, signed and ratified international treaties and conventions.
- 3.7. Behaviour of every employee is built primarily on the principles of mutual respect. The employee is categorically prohibited in any way to use the degrading terminology and behaviour manners in relation to the colleague / legal representative of student / student.
- 3.8. The school allows family members and close relatives having relevant competence to work on the vacant position. The mother, father, and brother, wife, son (step-child) are considered to be a family member for the purpose of the staff handbook; The parents of the spouse, grandmother, grandfather, grandson, son- in-law, daughter-in-law and person permanently residing with the employee are considered to be close relative for the purpose of the staff handbook.
- 3.9. The necessary condition for the relatives working together is the following:

- 3.9.1. They should not manage the employer's finances or property together;
- 3.9.2. They should not work in direct subordination of each other.
- 3.10. In the process of admittance to the work or during transfer to a different position, preference cannot be given to any person without an objective basis.

Article 4. School mission

- 4.1. The European School provides an exceptional education in a nurturing and academically challenging environment, inspiring each student to achieve their personal best and become an influential and socially responsible global citizen.
- 4.2. In order to carry out the above mission, the activities of the European School implements general educational programs under the national curriculum established in accordance with the legislation of Georgia and international recognition.

Article 5. School values

- Leading through innovation;
- Pursuing excellence;
- Growing by learning;
- Global citizenship.

Article 6. Benefits of the employee

- 6.1. Employer offers the following benefits to employees:
 - 6.1.1 Health Insurance Package for employees and their family members at corporate price;
 - 6.1.2 Free subscription for the GIG Fitness Center;
 - 6.1.3 Professional Development opportunities;
 - 6.1.4 Corporate events;
 - 6.1.5 Mobile Plan for corporate price;
- 6.2. These benefits represent the employer's will and not the obligation.

Article 7. Protection of children's rights

- 7.1. Each employee of the school is obliged to be acquainted with and adhere to the UN Convention on the Rights of the Child and the School Child Protection Policy.

Chapter II - Conflict of interests and confidentiality protection

Article 8. Conflict of interests

- 8.1 Conflict of interests is the unreasonable use of benefits received via work conditions for personal purposes and / or the impact of the personal interest of the employee on official activities;
- 8.2 Personal interest implies a person's interest to receive financial and/or material benefit for himself/herself, the organization / company whose director or shareholder is him/her or is otherwise related to, relative and/or a friend of that person.
- 8.3 Common financial interest(s) should not exist between the employee and partner, supplier, client and / or other interested party.
- 8.4 Employees should not engage in activities that may affect the independence and / or impartiality of his/her decision when performing the assigned functions;
- 8.5 Employees should avoid a situation that will create a conflict between personal interests and the employer;
- 8.6 The employee does not have the right to participate in the disciplinary proceedings that are conducted against him/her or in proceeding, as a result of which issue of his/her disciplinary liability may be brought into the light.
- 8.7 In case of having information about the fact of conflict of interests, the employee is obliged to immediately inform the direct supervisor, Head of the HRM Division, School Director or Administrative Manager.

Article 9. Confidentiality protection

- 9.1 The employee is obliged not to disclose the confidential information about work which he/she knows, which might cause harm to employer/legal representative of the student /student and/or his/her contractor (in case if, he/she has access to it or such information became known to him/her), other then cases directly indicated by the law. This obligation remains in force even after the employee has resigned from position. Confidential information is such information that contains personal data, economic, commercial, financial, scientific, technical, technological and other information, which became known to the employee in the performance of his / her official duties and the disclosure of which would cause harm to the employer or allow the employer's competitor (s) to gain advantage in the competition with the employer.
- 9.2 The employee is obliged to protect the confidential information received or obtained during his/her official duties, whose disclosure before the official publication, may harm the employer or allow the employer's competitor(s) to gain advantage in the competition with the employer.
- 9.3 Disclosure of amount of own and / or other employee(s) remuneration shall be deemed as the

disclosure of confidential information, except for the information presented based on document issued by the employer;

- 9.4 To ensure employer's safety, the employee is obliged to:
- 9.4.1 Protect the security of computer codes, safe keys and documents transferred to him/her;
 - 9.4.2 Inform the employer about the existence of blackmail or threats due to his/her official position;
 - 9.4.3 Do not hide the involuntary misconduct committed by him/her and is obliged to immediately inform the immediate supervisor about it;
 - 9.4.4 Do not request from any other employee to disclose confidential information known to him/her if it is not caused by the need of the work;
 - 9.4.5 Do not disclose confidential information known to him/her based on the request of the employee or the other outside person, except for the cases provided for by the work instructions.
- 9.5 In case of expiration or termination of the term of the labor contract, the employee is obliged to hand over to the direct supervisor all the materials (documents, manuscripts, computer files or disks etc.), which contains confidential information and was at the disposal of the employee during the period of the labor contract, also any information or material (in printed and electronic version) created for the employer will remain in exclusive ownership of the employer;
- 9.6 Confidential information related to the employer obtained during the labor relationship with the employer may not be disclosed, except the case when the exchange of information is provided for by the work instruction and is necessary for management of the work process;
- 9.7 Disclosure of confidential information in form of documents (printed and electronic) as well as oral form, as intentionally as well as by negligence is considered as a breach of confidentiality;
- 9.8 The cases when the obligation to disclose the information is caused by the decision of the state body or the obligation to disclose such information is directly envisaged by the legislation shall not be considered as disclosure of confidential information.

Article 10. Personal Data Protection

- 10.1 The private life of the employee is inviolable. The employees may not be required to disclose information about their private lives;
- 10.2 By signing a staff handbook an employee declares a written consent, that the employer may process his personal data (including special category data) using automatic, semi-automatic or non-automatic means. The objectives and other conditions of data processing are set out in the Personal Data Processing Policy, which is certified by the employee and represents an integral part of the labor contract.

10.3 The employee is obliged to get acquainted with the Personal Data Processing Policy of the school developed based on the international practice and ensure its protection / enforcement.

Article 11. Impermissibility of privileges

11.1. None of employees at school enjoys special privileges. Each of them is obliged to adhere to labor legislation, terms defined by the labor contract, school staff handbook and other internal regulatory orders / regulations.

Chapter III. Communication

Article 12. Internal and external communication

12.1 The e-mail and telephone network are used as means of internal communications among the employees at school;

12.2 During usage of an e-mail, the employee must follow the terms of use, in particular: When sending any e-mail, the "Subject" line must indicate name of the letter, and at the end of the letter- the electronic signature;

12.3 E-mail must be checked at least at the start and the end of the official day. The answer should be sent to the recipient on time;

12.4 During writing a Georgian text in correspondence, employee is obliged to use Georgian font;

12.5 The employee should not send unethical, dishonouring and incorrect information from the corporate- mail;

12.6 During preparation of letter and/or internal procedures, rules or other regulation on the school form, following requirements must be met:

12.6.1 Georgian / Russian / English fonts - Sylfaen;

12.6.2 Font size - 11;

12.6.3 Font colour - Black;

12.6.4 Margins - (for MS Word (Page Layout: Margins: Normal) top: 0.79; bottom: 0.79; right margin: 0.59; left margin: 1.18;

12.6.5 Line spacing 1.5;

12.6.6 Information about the recipient: In the upper right corner;

12.6.7 Information about the author of the letter; at the end of the letter, left alignment, in the following sequence: Name and Surname, Position, Company Name.

12.7 The outgoing e-mail from the school should be prepared in accordance with the following requirements:

12.7.1. Georgian / Russian / English fonts - Sylfaen;

12.7.2. Font size - Normal;

12.7.3. Font colour - Black.

12.8 Employees are prohibited from disclosing nonpublic information (information not available on the employer's official website) about the employer without the permission of the relevant person;

12.9 In case if a media representative will contact an employee to obtain information about the employer, the employee is obliged to inform the PR and Marketing Division of the school first about this.

Chapter IV. Rights and obligations of the employee and employer

Article 13. Obligations of an employee

An employee is obliged to:

13.1 Work in good faith, adhere to labor discipline, perform imposed obligations proficiently and in agreed timeframes;

13.2 In case of impossibility of fulfilment of the obligations under the contract due to an excusable reason, immediately inform the employer;

13.3 In case of termination of the labor contract on the initiative of the academic staff, he/she is obliged to consider the employer's nature of activity such as the general educational institution and in case of termination of the labor contract on his/her own initiative, to protect the notice period for the employer, which is required for the continuous learning process according to the Georgian Legislation and to enforce the right of education in accordance with the General Education law of Georgia, in particular, to fully ensure the procedure for finding qualified personnel in accordance with the the National Curriculum and international programs introduced and recognized by the school.

13.4 According to the decision of the employer, in case of online teaching in the European school, teacher must be fully involved in the online teaching and learning process and fulfill the obligations imposed on him/her by the labor contract online;

13.5 According to the decision of the employer, in case of online teaching in the European school, the teacher is required to follow mandatory rules/policies accepted by the employer in connection with the training process.

13.6 Not to be late and /or miss the lessons and other kind of educational activities (including online lessons and activities), school presentations and ceremonies due to non-excusable reason, while in case of excusable reason is obliged to warn the direct supervisor about delay and / or missing by observing the rules set out in school and present in the following staff handbook;

13.7 Continually take care of the development of qualifications and skills required for the performance of the official duties;

13.8 Rationally use the working hours;

- 13.9 Only in case of employer's written consent, have any form of external business interest, start working for another employer and / or continue other existing work;
- 13.10 Not to allow any action that hinders the employer's business and damages its image;
- 13.11 Adhere to the general ethical norms and good faith towards their colleagues, students, legal representatives of the students, partners, suppliers and other stakeholders;
- 13.12 Show equal attention and care toward all students regardless of their social, ethnic, religious, gender or linguistic affiliation;
- 13.13 Use work e-mail and internet only for official purposes;
- 13.14 Not to encroach, falsify or misuse the official documentation;
- 13.15 Take care of the property and material values of the employer, protect them from the infringement during the teaching process; Strictly follow the rules established for the preservation of documentation;
- 13.16 Promptly inform the head of the structural unit / responsible person about any kind of movement, damage, destruction or loss of property and follow the established rules;
- 13.17 To keep the workplace in order, maintain cleanliness in the premises and in its territory follow the rules of hygiene;
- 13.18 Follow the general corporate dress code, and during the business meeting - the official dress code;
- 13.19 Follow work health and safety norms;
- 13.20 Reimburse the damage caused to the employer, colleague, student, legal representative of the student, partner, supplier with his/her intentional or negligent actions;
- 13.21 Inform the employer about the change of his / her address and / or personal data. If the information about the amendment has not been provided in writing, then the employer's obligations and procedures shall apply only to the information provided during the employment. In this case, the correspondence sent to the old address and e-mail will be deemed as accepted;
- 13.22 Notify the employer of joining the pension fund and / or retirement from the fund (in case of any such change).
- 13.23 Take care of the employee pass, do not transfer it to the third person and use it for the intended use. In case of loss of pass, immediately notify the security service, as well as the person responsible for information technologies (hereinafter "IT").
- 13.24 To get acquainted and adhere to with the present staff handbook requirements and safety norms defined by internal regulatory documents;
- 13.25 Get acquainted with all the documents which define the relevant rights and obligations of his/her position, request the material-technical means necessary for the performance of the official functions;
- 13.26 Not to disclose the personal data of other employees, students, legal representative of the

students and / or other third party which came into his/her possession as a result of the official duties for benefit on the third party without prior consent of the relevant person;

13.27 In case if he / she became aware of the fact of committing or attempting to commit any official misconduct, inform immediately the relevant structural subdivision / person responsible for the safety of the employer upon receiving such information;

13.28 In case of the employer's request, undergo the medical, alcohol and narcotic drug tests;

13.29 Maintain and protect the work environment, therefore, must take into account the result of any of his/her actions;

13.30 Use "green boxes" for paper which are located at the territory of the school.

Article 14. Employees' rights

Employee has right to:

14.1 Request the creation of safe work conditions;

14.2 Receive and obtain all the information necessary for fulfilment of imposed duties.

14.3 Request the material-technical means necessary for the performance of the official functions;

14.4 To request from the employer the quality and timely performance of the obligations imposed by the labor contract;

14.5 To request from the employer to adhere to labor legislation of Georgia, staff handbook, orders issued by the employer, established rules and procedures. Enjoy other rights determined by the legislation of Georgia.

14.6 Refuse to perform the work, assignment, or instruction that contradicts law or, due to the lack of work safety conditions, obviously and substantially endangers their or third person's life, health, property, or the safety of the natural environment. Employees shall be obliged to immediately inform the employer of a circumstance being the reason for refusing to fulfil their obligations under a labor contract.

Article 15. Prohibitions

Employee is prohibited to:

15.1 Be at work under the influence of alcohol, psychotropic and / or narcotic substances;

15.2 Transfer imposed obligations entirely and / or partially to any third person unless otherwise determined by the agreement and / or by employers decision within the framework of such decision;

15.3 Conduct private lessons for School students in exchange for a fee;

15.4 It is prohibited to accept a gift or other benefit from a student and/or the legal representative in exchange for a higher grade of a student and / or giving him/her preference;

- 15.5 Academic staff are prohibited to attend school in jeans or sports clothes. The school staff, for which the work uniform is required, are obliged to wear the appropriate uniform during work;
- 15.6 Hindering the course of the learning process (using mobile phone during classes and other inappropriate action);
- 15.7 Smoking (tobacco / electric cigarettes) on the school area;
- 15.8 Bringing, spreading and / or consuming alcoholic beverages;
- 15.9 Bringing, spreading and / or use of narcotic and / or psychotropic means;
- 15.10 Gambling;
- 15.11 Littering the school territory;
- 15.12 Bringing and / or spreading firearms and cold weapons;
- 15.13 Bringing and / or spreading such explosive and flammable items and substances that create a real threat of fire and / or explosion;
- 15.14 Direct and/or indirect political agitation and / or propaganda at school, or using its infrastructure, including e-mail and / or school databases;
- 15.15 Damage the school name, prestige, symbolism and business reputation in any form;
- 15.16 Gross violation of the regulatory acts regulating the programs;
- 15.17 Facilitation of students in plagiarism;
- 15.18 Any other action, which contradicts ethical norms and prevents the flow of teaching process.

Article 16. Obligations of an employer

An employer is obliged to:

- 16.1 Provide employee with maximum safe environment for life and health, follow the work health and safety norms;
- 16.2 Create appropriate conditions for the proper performance of the work;
- 16.3 Pay the employee the remuneration for the work defined by the contract;
- 16.4 Provide equal access to career advancement and development of employees;
- 16.5 Not to allow any action that hinders the employees work and damages his/her image;
- 16.6 Protect the confidentiality of the employee's personal data;
- 16.7 Not to allow the violation of employee rights and discriminatory treatment;
- 16.8 Ensure cleanness at workplace, in the building and its territory;
- 16.9 Within reasonable time provide employees, with full, objective, and comprehensive information available on all factors affecting employees' life and health safety;
- 16.10 Accept the employee's consent in case 24 hour video surveillance of the workplace is carried out for the security of the employee and / or property and in case information obtained in this way is stored in the manner prescribed by the legislation.
- 16.11 Adhere to labor legislation, terms defined by the labor contract, school staff handbook and other

internal regulatory orders / regulations.

Employer has right to:

- 17.1 Request from the employee the quality and timely performance of the obligations and work imposed by the labor contract;
- 17.2 Carry out employees assessment and take relevant measures in accordance with rules and periodicity established by the Law of Georgia on General Education, as well as other internal regulatory procedures of the school;
- 17.3 Use forms of encouragement and disciplinary liability towards the employee;
- 17.4 To request from the employee to adhere to labor legislation of Georgia, labor contract, job description, staff handbook, orders issued by the employer, established rules and procedures;
- 17.5 To look for / collect, store and process employee's personal information, as well as transfer to the third person with the purpose of fulfilling the obligations undertaken as a result of labor relations in accordance with the rules established by the law on the protection of personal data and international practice.

Chapter V. Rules for acceptance, remuneration and dismissal of persons employed at school

Article 18. Acceptance of the employee in school

- 18.1 Employee is accepted in school based on the competition or submission in accordance with Recruitment, Selection and Induction policy.
- 18.2 Acceptance at the job is usually done based on written labor contract. The labor contract shall be composed of two counterparts (in some cases, three) having equal legal force signed by both of the parties. One copy will be given to the employee, the second is kept in the HRM Division (in case of having three copies, the third one is handed to the relevant service for getting the residence permit). The form of labor contract is compiled by the HRM Division service based on the consultation of the Lawyer;
- 18.3 For checking compliance with the work to be performed, a labor contract may consider a probation period of no more than 6 (six) months. The terms of the probation period shall be determined by the individual labor contract;
- 18.4 Prior to the signing of the labor contract, a candidate to be accepted on the particular position in the school should read and agree with the labor contract, school staff handbook, code of ethics and relevant job descriptions;
- 18.5 The signature of the employee on the labor contract confirms that the employee is acquainted with

this staff handbook, code of ethics and relevant job description and agrees to fulfil the terms indicated in them.

18.6 The school Director or Administrative Manager sign the labor contract on behalf of the school (in accordance with the authority defined by the school structure);

18.7 The date of commencement of work for the held position is indicated in the labor contract;

18.8 The labor contract shall be concluded with an employee for a specified or indefinite term.

Article 19. A list of documents to be submitted when getting employed

19.1 During acceptance for the job at school and prior to employment, candidate must present below indicated documentation to the HRM Division in accordance with timeframes indicated in Recruitment, Selection and Induction Policy.

- A copy of the ID;
- Photo;
- CV;
- Completed "Employee Card";
- Certified copy of diploma;
- Criminal records form;
- Drug test certificate;
- Certificate of past trainings, if any;
- Certificate of knowledge of foreign language, if any.

If a candidate is a foreign citizen, he / she shall be obliged to submit a temporary residence permit within a 3 (three) month after appointment. A representative of HRM Division is obliged to coordinate procedures for obtaining a visa and/or residence permit for the candidate and his/her family members.

19.2. In case of not presenting the documents referred to in Article 19.1, or in case of presenting incomplete or false documents, the school is entitled to refuse the candidate for employment and terminate the contract with already employed employee;

19.3. The school has the right to request from an employee to present the recommendation from the last place of work and other documents as required.

19.4. The school is entitled to require the employee to undergo medical examination on diseases, alcohol and drugs at any time and submit documentation of appropriate test.

19.5. The school has the right to request from the employee to present the criminal records form again at any time.

Article 20. Grounds and procedure for termination of labor contract

20.1 The grounds for termination of labor relations are regulated by the Georgian legislation, labor contract and internal procedures of the school.

Article 21. Termination of the labor contract by the initiative of the employee

21.1 In case of termination of the labor contract by his/her own initiative, the employee is obliged to warn the employer via written notice at least 3 (three) calendar month in advance, unless otherwise provided by the labor contract;

21.2 When terminating the official relationship, the employee is obliged to provide:

- Transfer of the work to a person determined by the school Director /Administrative Manager;
- Regulate documentation (including electronic);
- Transfer of the material-technical means to a person determined by the school Director /Administrative Manager ;

21.3 In case if employee violates the obligations under point 21.2, the school reserves the right to impose a compensation for damages caused by the failure to fulfil this obligation.

Article 22. Dismissal procedure

The employee shall be dismissed in accordance with the rule envisioned by the labor legislation and this staff handbook.

22.1 Stages of termination of official relations:

22.1.1 Initiation of dismissal;

22.1.2 Ensuring transfer of work;

22.1.3 Regulating electronic information;

22.1.4 Transfer of material and technical means and financial payment;

22.1.5 Pre-dismissal (exit) interview.

22.2 Initiation of dismissal

22.2.1 In case of termination of labor relations by own initiative, the employee shall inform the direct supervisor and HRM Division in writing while adhering to timeframes for notice as indicated in labor contract.

22.2.2 When dismissing an employee due to the expiry of the term of labor contract, the direct supervisor is obliged to notify the employee and the HRM Division about this decision.

22.2.3 The HRM Division notifies the accounting service, the person responsible for IT and the Library about specific date.

22.2.4 In case if the employee is dismissed based on the grounds provided by the Labor Code of

Georgia by the employer's decision, the information provision process is carried out according to the rules established by the Georgian Legislation by the direct supervisor or HRM division.

22.3 Ensuring transfer of work

22.3.1 The direct supervisor determines the person to whom the current tasks of the dismissed employee and documents related to his/her activities shall be transferred.

22.3.2. Regulate documentation (including electronic);

22.3.3. On the day of dismissal, the direct supervisor is obliged to ask the employee to regulate the existing documentation at his/her disposal. Also, bringing into order personal computer/laptop. Specifically placing of necessary documents into a single folder, which will be stored by person responsible for IT. Also deletion of excessive, personal and unnecessary files.

22.3.4. During dismissal of the employee, person responsible for IT is obliged to limit all access to the dismissed employee to official means of information (on day of dismissal or immediately, as required).

22.3.5. Based on official needs, it is possible to retain access to official e-mail of the employee, this timeframe is defined as needed. For this purpose, the head of the relevant structural unit allocates an employee who will have access to the mail and address the person responsible for IT direction in writing with request to change the e-mail password.

22.4 Transfer of material and technical means and financial report:

22.4.1 On the last workday, the employee should give an employee pass to the Head of Computer Center, and also present filled-in "exit paper" to HRM Division.

22.4.2 A person responsible for IT will check what equipment has been issued to the employee during the course of his/her work (computer equipment, external disc, camera and etc.) and with conclusion of the acceptance certificate will accept the material-technical means attached to him/her, which will be verified by signature in "exit paper";

22.4.3 Logistics manager will examine what material items were issued to the employee during the course of his/her work, and with conclusion of the acceptance certificate will accept the material-technical means attached to him/her, which will be verified by signature in "exit paper";

22.4.4 Library representative will examine what books were issued to the employee during the course of his/her work, and with conclusion of the acceptance certificate will accept the relevant books and verify it by signature in "exit paper";

22.4.5 In case if, material-technical means issued to the employee were damaged or lost due to employees fault, accountant shall withhold relevant amount during the final settlement;

22.4.6 The representative of HRM Division accepts "exit paper" and confirms with the signature;

22.4.7 If HRM Division did not receive the signed "exit paper" on the day of employee's dismissal,

representatives of HRM Division shall inform direct supervisor of the employee, accounting service, person responsible for IT, library and logistics manager for further actions;

22.4.8 Before the dismissal of the employee, the representative of accounting service will verify the employee's arrears towards the organization or the organization's arrears toward the employee. In case of discovery of those financial arrears, appropriate measures will be taken and considered during the final settlement;

22.4.9 If the employee wishes to retain a mobile phone number, he/she shall notify the HRM Division via e-mail and sign the copy of the ID and confirm that corporate number is to be registered in his / her name. A representative of the HRM Division addresses the mobile operator with the request to re-register the number.

22.5 Pre-dismissal (exit) interview:

22.5.1 In case of employees wish, HRM Division is obliged to conduct with him/her a pre-dismissal (exit) interview.

22.5.2 This interview is confidential.

Chapter VI. Salary, monetary assistance and overtime work

Article 23. Issuing a salary

23.1 The remuneration of the employee shall be carried out in accordance with the terms and conditions established by the labor contract;

23.2 Salary shall be issued once a month via bank transfer before the 10th (ten) day of each subsequent month.

23.3 By the initiative of the employer, salaries for June, July and August shall be issued in a different way.

Article 24. Bonus and monetary assistance

24.1 For additional successful projects in addition to main activities and/or in case of exceptional results, premium or bonus may be issued to encourage the employee;

24.2 Monetary assistance may be issued to school employees in the following cases:

24.2.1 Birth of a child;

24.2.2 Marriage;

24.2.3 Illness;

24.2.4 The death of a family member.

24.3 Monetary assistance may be issued in other cases in accordance with management decision.

Article 25. Overtime work

- 25.1 Overtime work is considered as:
- 25.1.1 Performance of the work by the order of the direct supervisor in period of time, whose duration exceeds work time envisaged by the labor contract in accordance with the terms envisaged by the legislation;
 - 25.1.2 Performance of the work by the employee on break and holidays by the order of the direct supervisor in agreement with the employee.
- 25.2 Payment for overtime work:
- 25.2.1 The overtime work will be reimbursed at an increased rate of wage rate in accordance with the labor legislation and is regulated by the labor contract.
 - 25.2.2 On the basis of the agreement of the parties, the employer has the right to offer an employee an additional (substitute) vacation time in exchange for the working day performed on holidays;

Chapter VII - Work and rest time, business trip, vacation

Article 26. Work, Break and Rest Time

- 26.1. The working time of the employee is determined by the labor contract, job description or shift schedule.
- 26.2. Working time shall not include breaks and rest time.
- 26.3. Employee, with the consent of the direct supervisor, is given the opportunity to use the break time envisaged by the job description during the other period of the day;
- 26.4. The rest time is determined by the non-working days and holidays. Holidays are determined in accordance with the Labor Code of Georgia and the non-working days - by individual labor contract;
- 26.5. In case if the full-time employee works in parallel in the higher education institution, the following types of concession apply to working hours:
 - 26.5.1. Assistant-professor can allocate 2 (two) hours a week during working hours for scientific and academic activities;
 - 26.5.2. Associate-professor can allocate 3 (three) hours a week during working hours for academic activities;
- 26.6. In order to use concession indicated in articles 26.6.1 and 26.6.2, employee is obliged to present HRM Division relevant notice from higher education institution:
- 26.7. Working hours of part-time teachers are determined according to the school timetable. Each part-time teacher is obliged to appear on time and remain in the school until the completion of the relevant lesson(s);

Article 27. Business trip

27.1 Arranging business trip

27.1.1 The business trip is temporary replacement of the workplace due to the interests of the work whose duration is determined as not more than 45 calendar days per year in a row. A business trip that exceeds the 45-calendar days in a row is considered to change the working conditions, unless otherwise specified in the contract.

27.1.2 When planning a business trip, the employee is obliged to fill the form of a business trip request and submit with signature (by the employee and direct supervisor) to the HRM Division.

27.1.3 The resolution of school Director or Administrative Manager is necessary on business trip form. The school Director or Administrative Manager defines the amount of trip advance payment, except for the business expenses incurred by law. The application and order about request of relevant advance payment certified by the school Director or Administrative Manager shall be sent to the school accounting service for reimbursement.

27.2 Reimbursement of the business trip funds

27.2.1 The school employees are entitled to receive compensation for the following types of expenses incurred during the business trip in accordance with the norms and rules envisaged by the Georgian legislation and schools staff handbook:

17.2.1.1. Daily expenses;

27.2.1.2. Travel expenses;

27.2.1.3. Expense of the housing rent;

27.2.1.4. As well as any other expenses derived from the needs of the business trip.

27.2.2. In order to reimburse the cost of the business trip, the employee is obliged to present the document confirming the expenses: Receipt, invoice and so on. If it is impossible to submit the relevant document, the employee has to specify in advance a reasonable amount of expenses and write a report card on the name of the school Director or Administrative Manager.

27.2.3. If the employee fails to report the expenses and the documentation in full, only expenses verified by the relevant documents shall be reimbursed; If the excess amount is reimbursed it shall be deducted from the salary of the relevant month, not more than 50% of the salary.

Article 28. Vacation

28.1 Any person employed in school can, in accordance with the legislation, use at least 24 paid working and 15 unpaid calendar days per year. The school usually allocates more than 24 paid working days for the academic staff;

- 28.2 The new employee has the right to use a paid vacation after 11 (eleven) months after being employed at school;
- 28.3 The school's academic staff are entitled to use the vacation in accordance with the schedule set by the school, which is drawn up according to the curriculum;
- 28.4 The Labor Law of Georgia and internal regulations of the school regulate other issues related to vacation.
- 28.5 During planning of a vacation, the employee is obliged to write a statement about the vacation on the name of the school Director or Administrative Manager and present to HRM Division with signature of direct supervisor.

Article 29. The absence from work / sick leave

- 29.1 In case of illness by the employee, he / she must present the sick leave certificate and the missed days will be considered as excusable. The number of missed days may not exceed 60 calendar days within 6 month or 40 calendar days in a row. If the employee is incapable to work for a period of 40 calendar days in row or more or more than 60 calendar days within 6 month, and has also used paid vacation, labor contract might be terminated with him/her or he/she might be given right to use unpaid vacation (in agreement with the school Director or Administrative Manager).
- 29.2 The employee is obliged to inform the direct supervisor and HRM Division about temporary incapacity of work.
- 29.3 In case of sick leave, an employee is obliged to submit to HRM Division a medical certificate or other medical evidence issued by the medical staff immediately upon the possibility. The employer reserves the right to verify the authenticity of the medical evidence and request the consultation with an independent doctor if necessary.

Chapter VIII - Disciplinary Liability

Article 30. Violation of staff handbook and disciplinary liability

- 30.1 In case if employee violates this staff handbook, employer has right to use following forms of disciplinary liability against him/her based on severity of misconduct and considering its circumstances:
- 30.1.1 Verbal warning;
 - 30.1.2 Announcement of reprimand;
 - 30.1.3 Announcing a severe reprimand;
 - 30.1.4 Establishment of administrative fine /wage restraint
 - 30.1.5 Dismissing from work / termination of labor contract

- 30.2 When imposing disciplinary liability, the form of disciplinary liability referred to in 30.1, shall be determined by the employer taking into consideration the severity of the misconduct.
- 30.3 For one incident of misconduct one or several forms of disciplinary liability measure may be applied. Also any misconduct at employer's discretion may become reason for termination of agreement; Employer is entitled to impose on the employee a lighter sanction and at the same withhold no more than 50% of his/her remuneration considering the severity of disciplinary misconduct and its circumstances;
- 30.4 The imposing of disciplinary liability is formalized by the employer's order;
- 30.5 Employees are entitled to appeal in writing against imposing of disciplinary liability, within the timeframe established by legislation;
- 30.6 The term of validity of disciplinary liability imposed on the employee is extended for twelve months after such liability is imposed;
- 30.7 Encouragement of the employee might be carried out during the term of disciplinary liability;
- 30.8 In the case of repeated imposing of disciplinary liability during the term of previous disciplinary liability, a more severe form of disciplinary liability can be imposed;
- 30.9 If other disciplinary liability has not been imposed on the employee within the period of validity of previous disciplinary liability, the relevant form of liability shall be deemed refuted after twelve months from the date of the decree;
- 30.10 Disciplinary liability may be refuted before the expiry of the term by decision of the employer;
- 30.11 It is inadmissible and shall be considered as a gross violation of the present staff handbook:
- 30.11.1 Leaving the workplace without permission;
 - 30.11.2 Not appearing at work without excusable reason;
 - 30.11.3 Being late at work;
 - 30.11.4 Failure to carry out the legal requirements tasked by the supervisor;
 - 30.11.5 Document falsification;
 - 30.11.6 Theft; Misappropriation of employers property;
 - 30.11.7 Violation of the employer's rules and regulations;
 - 30.11.8 Violation of the Code of Ethics of the European School
- 30.12 In case the employer will have information or grounds for suspicion for existence of case envisioned by sub-article 30.11 the employer shall be entitled to conduct appropriate inspection and / or address the relevant competent institution for the purpose of clarification of circumstances.
- 30.13 In case of a disciplinary misconduct, which is not described, or is incompletely described by sub-article 30.11 of this Article, the employee is authorized to set up a committee that will individually examine the imposing of the disciplinary liability on the employee, taking into account the severity of misconduct and the circumstances of its commitment. The composition of the

committee and the rules of work shall be determined in accordance with the provision of the Disciplinary Committee of the European School.

30.14 In case of any violation of this staff handbook, the employer is entitled to impose on the employee a form of disciplinary liability under sub-article 30.1.

Article 31. Disciplinary liability due to the violation of the working hours

Not appearing at work, being late and leaving early shall be considered as violation of the working hours

- 31.1 Being late at work is considered, being late (10 minutes and more) to start work as it is defined by labor contract/ job description, unless otherwise specified by the contract; Being late at work may be considered excusable in case of agreement with the direct supervisor. The HRM Division should also be notified about the reason for being late;
- 31.2 Leaving workplace early is considered, when employee leaves workspace earlier then (10 minutes and more) it is defined by labor contract/ job description. Leaving workplace early may be considered excusable in case of agreement with the direct supervisor, reason for leaving workplace early should also be notified to HRM Division;
- 31.3 In case of not appearing at work for any reason, employee is obliged to inform direct supervisor in advance. The HRM Division should also be notified about the reason for not appearing at work;
- 31.4 In case if the employee has to leave the school during the working hours in order to fulfil official duties, he / she is obliged to inform the direct supervisor via email;
- 31.5 Appearing and leaving workplace by the employee is recorded by employee pass. The employee is obliged to take care of the employee pass, do not transfer it to the third person and use it for the intended use. In case of losing the pass, immediately inform security service and head of computer center. In case employee forgets the pass at home, he/she is obliged to inform HRM Division about this.
- 31.6 Teachers are obliged to protect the abovementioned time and rules in case of online teaching process.

Disciplinary liability due to the violation of the working hours

- 31.7 Disciplinary misconduct related to violation of work time by the employee considers following types of sanctions:
- 31.7.1 Two dishonourable cases of being late or leaving work early during month by the employee- an oral warning;
- 31.7.2 Third or fourth dishonourable cases of being late or leaving work early during month by the employee- the written reprimand;
- 31.7.3 Five or more dishonourable cases of being late or leaving work early during month by the employee - a severe written reprimand and deduction of daily wages proportional to

violations (not more than 50% of monthly salary);

31.7.4 Minimum 1 (one) dishonourable miss during the month - written reprimand;

31.7.5 More than 1 (one) dishonourable miss during the month by the employee - a severe written reprimand and deduction of daily wages proportional to violations (not more than 50% of monthly salary);

31.8 If employee has two or more warnings or reprimands during the semester for violation of work time, employer is entitled to terminate concluded labor contract with him/her.

Article 32. Appeal of imposing of disciplinary liability

32.1 The employee has the right to disagree with the imposed form of disciplinary liability. In this case, within 5 (five) working days after the imposition, the employee has right to appeal the disciplinary liability measure and request the disciplinary committee to study the case.

Chapter IX. FINAL PROVISIONS

Article 33. MISCELLANEOUS

33.1 The staff handbook is approved and the amendments are made by the order of the Director of the European School;

33.2 All employees are obliged to get acquainted with the staff handbook and its amendments. The staff handbook is published on the official website of the employer and is available for all the employee.

33.3 Fulfilment of this staff handbook is mandatory for all persons employed in school;

33.4 Prior to the conclusion of labor contract, the employer is given this staff handbook to get acquainted with. The employer has the right to ask the employee for the confirmation of the staff handbook or its amendments by e-mail.

33.5 If the employee or candidate refuses to sign/confirm electronically the present staff handbook. all the pre-contractual or oral agreements shall be deemed invalid;

33.6 Fulfilment of staff handbook is supervised by the director;

33.7 In case of violation of staff handbook, the employee shall be responsible under the terms and conditions of the present staff handbook and applicable legislation;

33.8 Invalidity of any condition / article of the staff handbook will not cause invalidity of internal staff handbook.

33.9 The present staff handbook is an integral part of the labor contract and is drawn up in Georgian and English languages. In case of difference between the provisions of the Georgian and English versions of the staff handbook, Georgian version shall be prevail.