



European School LLC

შპს ევროპული სკოლა

# Staff Manual

## European School LLC



Review frequency: Annual

Policy written by: HRM Division/Legal Division

Policy written in: October, 2017

Last review date: December, 2024

Last reviewed by: HRM Division/Legal Division

Sophio Bazadze  
Director



2 I. Skhirtladze Str. Tbilisi, 0177, Georgia  
Tel: (032) 239 59 64,  
info@europeanschool.ge  
www.europeanschool.ge  
ს/კ: 205172917

## Contents

CHAPTER I. General Provisions .....	4
Article 1. Scope of Staff Manual.....	4
Article 2. Terminology.....	4
Article 3. General Rules.....	5
Article 4. Mission and Activity of the European School .....	6
Article 5. School Values.....	6
Article 6. Employee Benefits .....	7
Article 7. Protection of Children's Rights .....	7
CHAPTER II. interests conflict and of privacy Protection .....	7
Article 8. Conflict of Interest.....	7
Article 9. Confidentiality and Information Security.....	8
Article 10. Personal Data Protection .....	9
Article 11. Prohibition of Privileges.....	9
CHAPTER III. Communication Article 12. Internal and External Communication.....	9
CHAPTER IV. Employee and Employer rights and obligations Article 13. Employee Obligations .....	10
Article 14. Employee Rights .....	12
Article 15. Employee Prohibitions .....	12
Article 16. Employer Obligations .....	13
Article 17. Employer Rights .....	14
CHAPTER V. Employment, Compensation, and Termination of Employees at the European School Article 18. Hiring at European School.....	14
Article 19. List of Documents to be Submitted Upon Employment.....	15
Article 20. Grounds and Procedure for Employment Termination .....	16
Article 21. Employment Termination by the Employee .....	16
Article 22. Stages of Termination .....	17
CHAPTER VI. Salary, Monetary Assistance and Overtime Work.....	19

Article 23: Salary Payment .....	19
Article 24: Bonus and Monetary Assistance.....	19
Article 25: Overtime Work.....	20
CHAPTER VII: Work and Rest Time Business Trip .....	20
Article 26: Work, Breaks, and Rest Periods .....	20
Article 27: Business Trips.....	21
Article 28: Vacations.....	21
Article 29: Absence from Work / Sick Leave .....	22
CHAPTER VIII: Disciplinary Liability.....	22
Article 30: Violation of Staff Handbook and Disciplinary Liability .....	22
Article 31: Disciplinary Liability due to the Violation of the Working Hours.....	24
Article 32 Obligation to Protect Personal Data.....	25
Article 33: Appeal of Imposing of Disciplinary Liability .....	26
Article 34: School Discipline .....	26
Article 35. List of Responsibilities Imposed on the Student in Case of Non-fulfillment of Student Duties .....	28
Article 36: Encouragement of Academically Successful and Actively Involved Students .....	31
Article 37: Final Provisions.....	31

## CHAPTER I. General Provisions

### Article 1. Scope of Staff Manual

- 1.1. The present Staff Manual (hereinafter referred to as "Staff Manual"), was developed in accordance with the applicable legislation of Georgia and the charter of the European School, which regulates the rules of conduct for the employees/students, employment and related relations between an employee and the employer.
- 1.2. The Staff Manual applies to all employees of the School, despite of their qualifications/position and represents an integral part of the employment Agreement.

### Article 2. Terminology

- 2.1 European school - LLC "European school";
- 2.2 European school Director – Director of the European School LLC;
- 2.3 European 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 Employment Agreement concluded with the school;
- 2.6 Teacher – A person with professional knowledge, skills and relevant qualifications who teaches at least one subject in a School, as well as an educator - a person who carries out a pedagogical activity in a European School;
- 2.7 Academic Staff – Employees who perform academic or a pedagogical activity at School;
- 2.8 Human Resources Management – Human Resources Management Division operating at European School;
- 2.9 Student – A person who studies at European School on the basis of General Educational Service Agreement and  
  
aiming to obtain general education;
- 2.10 Student's Legal Representative – Student's parent, guardian, custodian or other authorized/trustee;
- 2.11 Learning Process - A set of activities Established by the Ministry of education and science, or other authorized body for providing and receiving general education and to achieve the goals set by the internal rules and regulations of the School;
- 2.12 Job Description - A document attached to the Employment Agreement or an independent document, signed between the employer and employee, which determines the assignments executable by the employee, as well as responsibilities and general functions related to work, among other specifications;

- 2.13 Online Educational Process - The adaptation of general education or National educational plans for subjects/groups of subjects to an online format, which involves the use of electronic communication platforms and other remote learning modes. The European School permits the use of appropriate platforms to conduct lesson processes, allowing the students to acquire knowledge and fully engage in the learning process in a quality, timely, and effective manner, aligned with the curriculum, without requiring the simultaneous physical presence of the student and the European School staff.
- 2.14 Internal Regulatory Acts of the School – Policy, Procedure documents, orders, regulations, rules, and/or other types of internal regulatory documents approved by the School, considering any amendments made thereto.

### Article 3. General Rules

- 3.1 Employment-Related Issues related to employment that are not regulated by the Staff Manual or any other Internal Regulatory Documents shall be managed by the Legislation of Georgia and the Employment Agreement;
- 3.2 All employees of the European School are equal and are provided equal opportunities to demonstrate their skills, develop, and be promoted in accordance with their role while performing work-related tasks;
- 3.3 The employer is prohibited from any form of discrimination in the Pre or Post Employment Relationships, as well as in subsequent relationships, on the grounds of race, skin color, language, ethnic or social origin, nationality, property or hierarchical status, contractual status, residence, age, gender, sexual orientation, health conditions, religious, public, political or other affiliations (including professional associations), family status, political or other viewpoints, or any other characteristic.
- 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 Distinguishing a person based on requirements stemming from the essence or specifics of the work, or conditions for its performance, is not considered discrimination when it serves to

achieve a legitimate purpose and employs necessary and proportional means of achieving the objective.

3.6 During the Employment Relationships, the parties are obliged to protect the basic human rights and freedoms defined by Georgian Legislation, signed, and ratified international agreements, and conventions.

3.7 Behavior of each Employee must be primarily based on the principles of mutual respect. Employees are strictly prohibited from using terminology and exhibiting behaviors that insult the dignity of any individual, whether a colleague, student, student's legal representative, or when speaking to any third party about a colleague, student, or student's legal representative.

3.8 Family members or close relatives, as defined by the Staff Manual, who have competence corresponding to a vacant position, may be admitted to employment at the European School. According to the Staff Manual, family members are considered to be mother, father, sister, brother, spouse, and child; close relatives are considered to be spouse's parents, grandmother, grandfather, grandchild, son-in-law, and daughter-in-law, along with any person permanently residing with the employee.

3.9 Conditions for Employing Family Members/Close Relatives

3.9.1 They should not jointly govern employer finances and/or property.

3.9.2 They should not be in a direct subordinate relationship to each other.

3.10 No person may be preferred in hiring or transferring to another position without an objective basis.

#### Article 4. Mission and Activity of the European School

4.1 The European School offers students a nurturing environment filled with academic challenges, providing opportunities to maximize their potential and become globally responsible citizens.

4.2 To realize the above mentioned mission, the European School conducts activities that represent the general education field, established by the Legislation of Georgian, including the national curriculum and also implementing internationally/abroad recognized general education programs.

#### Article 5. School Values

Based on our values, which revolve around international education and are foundational to the "European School" in all academic or extracurricular events, we prioritize four fundamental costs that underpin our activities:

- Leading through Innovation;
- Pursuing Excellence;
- Growing by Learning;
- Global citizenship.

With these core values, we encourage independent study and allow students to assume responsibility. At "European School," they learn to appreciate diverse cultures by embracing and demonstrating tolerance, which aids students in becoming World Citizens.

#### Article 6. Employee Benefits

6.1 The employer cares for the employees by offering the following benefits within the labor relationship:

- 6.1.1 Voluntary health insurance for family members at a corporate rate;
- 6.1.2 "Fitpass" at a corporate rate;
- 6.1.3 Professional Development Opportunities;
- 6.1.4 The opportunity to benefit from a corporate telephone tariff;

6.2 The above mentioned benefits represent an employer's prerogative and are not obligatory.

#### Article 7. Protection of Children's Rights

7.1 Every employee of the European School is obliged to acquaint themselves with and uphold the United Nations Convention on the Rights of the Child and the Child Protection Policy prepared by the European School, grounded on the sharing of international experiences.

### CHAPTER II. interests conflict and of privacy Protection

#### Article 8. Conflict of Interest

8.1 A conflict of interest arises when an employee, in official circumstances, utilizes non-purposefully accepted benefits for personal objectives and/or when an employee's personal interests influence their official activities.

8.2 Personal interest is defined as an individual's interest, including that of an organization/company where they serve as a director or shareholder, or have some other association, or any interest of a relative and/or friend, aimed at receiving financial and/or property benefits.

8.3 Employees should not have common financial interests with partners, suppliers, customers, and/or other interested parties.

- 8.4 Employees should not engage in activities that could potentially influence their decision-making independence and/or impartiality while performing their assigned functions.
- 8.5 Employees should avoid situations where their personal interests may create a conflict with those of the employer.
- 8.6 An employee does not have the right to participate in disciplinary proceedings directed towards them or where there is a potential issue regarding their disciplinary responsibility arising from such proceedings (except for providing explanations regarding specific issues).
- 8.7 In the event of possessing information about a factual conflict of interest, an employee is obliged to immediately inform their Line Manager, the Head of the Human Resources Management Unit, the Director of the European School, and/or the Administrative Manager.

#### Article 9. Confidentiality and Information Security

- 9.1 Employees must not disclose any confidential information, which they have access to due to their position, and which might harm the employer, student, student's legal representative, and/or employer's counterparty. This obligation remains in force even after leaving the position. Confidential information includes personal data, economic, commercial, financial, scientific, technical, technological, and other types that became known to the employee during the performance of their official duties.
- 9.2 Employees are obligated to protect confidential information received or obtained during the performance of their official duties, disclosure of which could harm the employer/student/student's legal representative or provide an advantage to the employer's competitor(s).
- 9.3 The disclosure of one's own and/or other employee(s) remuneration is considered a provision of confidential information, except when based on information submitted through a document issued by the employer.
- 9.4 To Ensure Employer's Security Employees must:
- 9.4.1 Protect computer codes, safe keys, and other security documents provided to them;
  - 9.4.2 Inform the employer about any blackmail or threats due to their official position;
  - 9.4.3 Not conceal unintentional misdemeanors committed by them and must immediately inform their Lane Manager;
  - 9.4.4 Not demand confidential information from other employees unless necessitated by work;
  - 9.4.5 Not disclose confidential information to another employee or person without a relevant request,

except in cases provided for by law and official instructions.

9.5 Upon termination or expiration of Employment Agreement, the employee must hand over all materials containing confidential information, and any information or material created for the employer, which remains the exclusive property of the employer.

9.6 Confidential information related to the employer cannot be made public, except where provided for by law, unless information exchange is mandated and essential for work processes per official instructions.

9.7 Violations of privacy include disclosing confidential information, whether in documented (print or electronic) or oral form, either intentionally or carelessly.

9.8 Disclosure of confidential information by an employee will not be considered a violation in cases where disclosure is mandated by a government body or directly stipulated by legislation.

#### Article 10. Personal Data Protection

10.1 An employee's personal life is inviolable, and they cannot be required to disclose information about their personal life.

10.2 By signing this bylaw, employees provide written consent for the employer to process their personal data (including special category data) using automated, semi-automated, or non-automated means. Data processing purposes and other conditions are defined in the European School's Personal Data Protection Policy, which is confirmed by the employee and forms an integral part of the Employment Agreement.

10.3 Employees are obliged to familiarize themselves with and adhere to the Personal Data Protection Policy developed by the European School, based on the sharing of international practices, and ensure its implementation.

#### Article 11. Prohibition of Privileges

11.1 No employee at the European School shall enjoy special benefits or privileges. Every employee is obliged to adhere to Georgian Legislation, conditions defined by agreements, the European School Staff Manual, Code of Ethics, and other Internal Regulatory Acts of the School.

## Article 12. Internal and External Communication

12.1 For internal communication among employees, the European School utilizes electronic mail and the telephone network.

12.2 When using electronic mail, employees must adhere to usage rules, specifically: the email subject should be indicated in the "subject" field, and the sender's identity information, position at the European School, and contact data should be provided at the end of the letter.

12.3 Employees should check their electronic mail regularly, both at the start and end of each official working day. Responses to messages should be sent to the addressee promptly.

12.4 When composing correspondence in Georgian, employees are obliged to use the Georgian font.

12.5 Employees must not send information containing unethical, dignity-insulting, or incorrect text from their official electronic mail account.

12.6 Emails sent from the European School should adhere to the following formatting requirements:

12.6.1. Font for Georgian, Russian, English - Sylfaen;

12.6.2. Font size - Normal;

12.6.3. Font color - black.

12.7 Employees are prohibited from sharing non-public information about the employer (information not available on the employer's official website) without permission from the relevant individual.

12.8 In the event that a media representative contacts an employee for information about the employer, the employee is required

to inform the European School's Administration and the Marketing and Communication unit, and act in accordance with the instructions provided.

## CHAPTER IV. Employee and Employer rights and obligations

### Article 13. Employee Obligations

The employee is obliged to:

13.1 Work conscientiously, observe employment discipline, and competently perform duties within the stipulated time;

13.2 Immediately inform the employer in case of a legitimate inability to fulfill predetermined obligations;

13.3 In the case of Employment Agreement termination initiated by academic staff, consider the employer's activity nature and adhere to notice periods necessary for educational continuity and completion of processes as prescribed by Georgian Legislation and the Right of Education in

accordance with the General Education Law of Georgia, particularly ensuring the recruitment of a qualified replacement per the National Education Plan and International Programs recognized by the European School;

- 13.4 Fully engage and fulfill predetermined obligations during online teaching sessions at the European School;
- 13.5 Ensure compliance with all employer-approved rules/policies/procedures concerning the online teaching process;
- 13.6 Not be late for, or miss work hours/lessons (including online lessons) and other educational events, presentations, and ceremonies without good reason, notifying the Line Manager in accordance with established rules in cases of legitimate reasons for tardiness or absence;
- 13.7 Continuously develop the qualifications and skills necessary for the performance of official powers;
- 13.8 Use work time rationally;
- 13.9 Begin or continue employment with another competing employer only with written consent from the employer;
- 13.10 Avoid actions that could hinder the employer's work or harm its image;
- 13.11 Adhere to societal and company-implemented ethical norms, demonstrating honesty towards colleagues, students, legal guardians, partners, suppliers, and other stakeholders;
- 13.12 Exhibit equal attention and care towards all students regardless of their social, ethnic, religious, gender, linguistic, or other affiliations;
- 13.13 Use official electronic mail and internet solely for official purposes;
- 13.14 Not forge or improperly use official documentation;
- 13.15 Strictly adhere to documentation storage rules;
- 13.16 Safeguard employer property and materials, protect them from damage, destruction, or loss during the performance of official functions/educational processes, and promptly notify unit supervisors or responsible individuals in case of issues, adhering to established rules;
- 13.17 Maintain workplace order and cleanliness within the European school building and its territory, observing hygiene rules;
- 13.18 Uphold a general corporate dress code, and an official dress code during meetings;
- 13.19 Observe technical, fire safety, and occupational safety norms;
- 13.20 Compensate for damage caused intentionally or through negligent actions to the employer, colleague, student, legal guardian, partner, or supplier;
- 13.21 Inform the employer of changes to address and/or personal data. Failure to inform in writing means previous details hold. Correspondence sent to old addresses or emails is considered delivered;
- 13.22 Inform the employer of membership changes in retirement funds (applicable for all such changes);
- 13.23 Manage service passes carefully, not transferring them to third parties, using them as intended, and immediately notify security and IT personnel in case of loss;
- 13.24 Familiarize and comply with internal regulations, requirements defined by the school's internal

regulatory acts, and safety norms;

- 13.25 Acquaint with all documents defining rights and obligations pertinent to their position and request the material and technical means necessary for performing official functions;
- 13.26 Not disclose personal data obtained during the execution of official duties, abiding by Georgian Legislation and European School-established Personal Data Protection Policies;
- 13.27 Inform Line Managers upon learning of any factual or attempted official misconduct;
- 13.28 Undergo medical, alcohol, and drug testing upon the employer's request.
- 13.29 Place second-hand items in designated "green boxes" within the European School building.

#### Article 14. Employee Rights

The employee is authorized to:

- 14.1 Request the creation of safe working conditions;
- 14.2 Access and receive all necessary information to execute assigned powers;
- 14.3 Request material and technical resources necessary for performing official functions;
- 14.4 Demand quality and timely fulfillment of obligations imposed by the Employment Agreement from the employer;
- 14.5 Demand adherence to Georgian Labor Law, Internal Regulatory Acts of the School, and exercise other rights established by Georgian Legislation;
- 14.6 Refuse task execution that is illegal or poses clear and significant danger to their own or a third party's life, health, property, or the natural environment due to employment safety conditions, and must immediately inform the employer of circumstances precipitating such refusal.

#### Article 15. Employee Prohibitions

The employee is prohibited from:

- 15.1 Being under the influence of alcoholic, psychotropic, and/or narcotic substances while at work;
- 15.2 Assigning their duties, in whole or in part, to any third party unless stipulated by the contract and/or approved by the employer;
- 15.3 Conducting private, paid lessons for European School students;
- 15.4 Accepting gifts or any other form of benefit from students and/or their legal representatives in exchange for higher evaluations or preferential treatment;
- 15.5 Appearing at school in jeans or sportswear for academic staff.
- 15.6 Using mobile phones and engaging in other disruptive activities during the educational process;
- 15.7 Smoking tobacco (including electronic cigarettes) within the European School buildings and any other school areas;
- 15.8 Bringing, distributing, and/or consuming alcoholic beverages within the premises and other areas of the European School;

- 15.9 Importing, distributing, and/or using narcotic and/or psychotropic substances within the premises and other areas of the European School;
- 15.10 Engaging in gambling activities and promoting them;
- 15.11 Being late to the European School territory;
- 15.12 Importing and/or distributing incendiary and cold weapons within the premises and other areas of the European School;
- 15.13 Importing and/or distributing explosive and flammable items and substances that pose a real danger of fire and/or explosion within the premises and other areas of the European School;
- 15.14 Using the European School or its infrastructure, including email and/or European school database for direct and/or indirect political agitation and/or propaganda;
- 15.15 Damaging the name, prestige, trademark, and business reputation of the European School in any form;
- 15.16 Grossly violating the educational program regulatory acts;
- 15.17 Promoting plagiarism among students at the European School;
- 15.18 Performing any other action that contradicts the ethical norms of the employer's code and disrupts the learning process in a regular and continuous manner.

#### Article 16. Employer Obligations

The employer is obliged to:

- 16.1 Ensure a work environment that is as safe as possible for the life and health of the employee, adhering to technical, fire, and employment safety norms;
- 16.2 Pay the employee the agreed-upon employment remuneration;
- 16.3 Ensure equal opportunities for career advancement and development for employees;
- 16.4 Prevent actions that hinder the employee's work and harm their image;
- 16.5 Protect the confidentiality of the employee's personal data in accordance with the law and policy document;
- 16.6 Prevent violation of employees' rights at work and discriminatory treatment;
- 16.7 Maintain cleanliness in the workplace, building, and its territory;
- 16.8 Provide the employee with complete, objective information regarding all factors affecting the employee's life and health, presented in an understandable manner and within a reasonable timeframe;
- 16.9 Obtain the employee's consent if 24-hour video surveillance of the workplace and/or property is conducted for security purposes, and manage the obtained materials in accordance with legislation;
- 16.10 Abide by employment legislation, conditions defined by the Employment Agreement, Staff Manual, and Internal Regulatory Acts of the School;

- 16.11 Record employees' work time in writing and/or electronically and introduce the work time (work hours) accounting document to the employee monthly, except when it is impossible due to the specifics of work organization.

#### Article 17. Employer Rights

The employer is authorized to:

- 17.1 Require the employee to perform the work stipulated in the Employment Agreement and ensure the quality and timely performance of assigned duties;
- 17.2 Evaluate employees periodically and adopt relevant measures in accordance with the Legislation of Georgia, as well as other Internal Regulatory Acts of the School;
- 17.3 Employ forms of encouragement and disciplinary responsibility towards the employee;
- 17.4 Demand that the employee fully adheres to Georgia's Labor Law, the Employment Agreement, Job Description, Staff Manual, and other Internal Regulatory Acts of the School;
- 17.5 In compliance with laws established for the protection of personal data and according to the personal data protection policy developed by the European school, considering international practices, locate/collect, store, and process the employee's personal information appropriately. Furthermore, transmit it to a third party for the purpose of fulfilling duty obligations resulting from employment relations;
- 17.6 In instances of reasonable suspicion, and at the initiative of management, any employee or a contractor who is on duty or using organizational equipment at the time of a work-related incident may be subjected to testing for drug/alcohol levels.

#### CHAPTER V. Employment, Compensation, and Termination of Employees at the European School Article 18. Hiring at European School

- 18.1 Employment of personnel at the European School occurs based on competition or in accordance with the rules for attracting and selecting new employees.
- 18.2 Typically, employment is conducted based on a written Employment Agreement. The Employment Agreement, comprising one (or three, in certain instances) legally equal copies, is signed by both parties. One copy is given to the employee, the second is retained by the Human Resources Management Division, and the third (if applicable) is utilized by the relevant service for obtaining residency permission/certification in Georgia. The form of the Employment Agreement is established in consultation with the Human Resources Management job and the Legal service.
- 18.3 A probationary period of up to 6 (six) months may be considered in the Employment Agreement to

verify the compliance of work to be performed.

18.4 Before signing the Employment Agreement, the candidate suitable for a specific position at the school should acquaint themselves and agree with the Employment Agreement, Staff Manual, Code of Ethics, respective Job Description, and Data Protection Policy.

18.5 The employee confirms agreement to the Staff Manual, co Code of Ethics, respective Job Description, and Data Protection Policy by signing the Employment Agreement.

18.6 Employment Agreements are written on behalf of the school by the Director of the European School or administrative manager (considering powers/subordination principles established in the school structure).

18.7 The start date for the position is specified in the Employment Agreement.

18.8 The Employment Agreement with the employee is concluded for a definite or indefinite period, in accordance with the procedure established by the Labor Code of Georgia.

#### Article 19. List of Documents to be Submitted Upon Employment

19.1 When commencing work at the European School, an employee must submit the following documentation to the human resources management at least 5 (five) working days prior to concluding the agreement, per the timelines indicated in the new employee attraction and selection policy:

- Copy of identification document (or a document confirming legal residency in Georgia for foreign citizens);
- CV;
- Copy of diploma;
- Notification of criminal record;
- Statement from a medical-narcotic institution;
- Notification of sexual offense criminal record;
- Copies of certificates (if available).

If the candidate is a foreign citizen, they must present a temporary certificate of residence to human resources management within 3 (three) months from the date of employment in accordance with Georgian Legislation. A representative of the Human Resources Management Division must

coordinate procedures related to obtaining a Georgian visa and permit/certificate of residence.

19.2 If the documentation specified in clause "19.1" is not provided, incomplete, or falsified, the employer reserves the right to refuse the candidate employment or terminate the agreement of an already employed individual.

19.3 The employer may request the employee to provide a character-recommendation from their last place of work and other relevant documents as needed.

19.4 The employer has the right to demand that the employee undergo medical examinations for diseases, alcohol, and drugs at any time and to present the relevant documentation.

19.5 The employer has the right to demand the employee to repeatedly show their criminal record.

#### Article 20. Grounds and Procedure for Employment Termination

20.1 The grounds and procedure for Employment Termination are determined by Articles 47 and 48 of the Labor Code of Georgia, the Employment Agreement, and Internal Regulatory Acts of the School.

#### Article 21. Employment Termination by the Employee

21.1 If Employment Agreement is terminated on their own initiative, the European Academic staff employed at the school must give no less than 3 (three) calendar days of notice, whereas any other employee must provide no less than 30 (thirty) calendar days of written notice to the employer. If the notification period is violated, the employer is authorized to impose a fine on the employee amounting to 50 (fifty) % of their salary. The parties agree that the employer is authorized to deduct the fine imposed on the employee from their salary.

21.2 Upon termination of the official relationship, the employee is obliged to provide:

- Case transfer to a person defined by the European School Director/Administrative Manager or direct head;
- Documentation (including electronic) in order;
- Material and technical means to a person designated by the School Director/Administrative Manager, and financial payment.

21.3 In the case of violation of obligations stated in clause 21.1 by the employee, the European School reserves the right to demand compensation from the employee for damages caused by non-

compliance with said obligations.

21.4 In the event of unilateral termination of Employment Agreement (unless due to a culpable act or omission by the employer, non-fulfillment of obligations, or it relates to a serious health situation or labor incapacity of the employee or their family members), and if the employer unilaterally terminates the agreement due to non-compliance or inadequate performance of contractual obligations by the employee, the employer may demand compensation for expenses related to the employee's professional development activities (such as lectures, seminars, studies, training, conferences) incurred by the employer for the participation/registration of the employee during the last two years from the moment of the employee's job release.

## Article 22. Stages of Termination

22.1 The employee's release should occur in accordance with Labor Code of Georgia, Employment Agreement, and Internal Regulatory Acts of the School

22.1 The stages of the termination of the official relationship are:

22.1.1 Initiation of termination;

22.1.2 Provision of case transfer;

22.1.3 Order of electronic information;

22.1.4 Transfer of material-technical means and financial payment;

22.1.5 Exit interview (if consented to by the employee).

22.2 The initiation of termination should occur as follows:

22.2.1 If the employee terminates the official relationship on their own initiative, subject to the prior notice period, they must inform their Line Manager and Human Resources Management in writing.

22.2.2 Human Resources Management informs the accounting department, person in charge of IT, and the library of the specific date of the employee's Employment Agreement Termination.

22.2.3 In the case where an employee is released from work based on the employer's decision and in accordance with the grounds provided by Labor Code of Georgia, the process of delivering information is carried out according to the rules provided by law, by the Line Manager of the employee or the Head of the Human Resources Management Division.

22.3 The provision of case transfer should occur as follows:

22.3.1 The School Director/Administrative Manager or the Line Manager determines the person to whom the departing employee's current tasks and related documents will be transferred.

22.3.2 Documentation (including electronic) must be in order.

22.3.3 On the day of the employee's release, the direct head must demand that the employee organizes their documentation, including tidying up personal computers/laptops, placing essential documents into a single folder to be stored by the IT responsible person, and deleting any extra personal and unnecessary files.

22.3.4 The person responsible for IT must limit all types of access to official informational means for the employee (on the day of release or immediately if necessary).

22.4 Material-Technical Asset Transfer and Financial Settlements Should Occur as Follows:

22.4.1 On their last working day, the departing employee should return their official pass and submit a completed "Exit Form" to the Human Resources Management representative.

22.4.2 The IT representative will check any technological equipment (computer hardware, external drives, cameras, etc.) assigned to the employee during their employment period and will assume responsibility for these assets, documenting them on the "Asset Return Form."

22.4.3 The Logistics Manager will verify and document all material assets assigned to the employee during their tenure, using the "Asset Return Form."

22.4.4 The library representative will check for any books assigned to the employee during their employment, documenting the return of such items on the "Asset Return Form."

22.4.5 The Human Resources Management Division representative will summon the employee to sign the "Exit Form" as a confirmation of receipt.

22.4.6 If the employee does not report to Human Resources Management on the day of release, or if the "Exit Form" signed by relevant structural units is not received, the representative will inform the heads of accounting, IT, the library, and the logistics manager, directing them to take further actions.

22.4.7 Prior to the employee's release, the accounting representative will review any outstanding financial obligations between the employee and the employer. This includes evaluating assets issued to the employee, losses, damages, or any debts, considering clause 21.4 of the bylaws. If

a debt is discovered and payment is obligatory, appropriate deductions will be made and finalized during the settlement process. The total deductible amount for the employee should not exceed 50% of their salary.

22.4.8 An employee desiring to retain their corporate mobile number should inform the Human Resources Management Unit via email, attach a copy of their ID, and express agreement to transfer the number to their name. The HRM representative will then request the mobile operator to facilitate the number transfer.

22.5 Pre-termination Interview Procedure:

22.5.1 The Human Resources Management Division will conduct a pre-termination interview with the departing employee.

22.5.2 The Interview records shall be kept confidential.

## CHAPTER VI. Salary, Monetary Assistance and Overtime Work

### Article 23: Salary Payment

23.1 The employee's compensation shall be determined in accordance with the employment agreement, established procedures, and conditions.

23.2 Salaries shall be disbursed on a monthly basis, typically through electronic funds transfer, within the first ten (10) calendar days of the following month.

23.3 At the employer's discretion, compensation schedules for academic staff during the months of June, July, and August may differ, subject to established guidelines.

### Article 24: Bonus and Monetary Assistance

24.1 Bonuses or additional Monetary Assistance may be granted to employees based on their performance and successful contributions to projects and/or the achievement of specific results as part of the employee encouragement program.

24.2 Monetary Assistance may be provided to employees in the following situations:

- 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 Additional Monetary Assistance may be provided under circumstances determined by the European School Director and/or Administrative Manager.

24.4 The European School Director and/or Administrative Manager may choose to use alternative forms of employee recognition, such as expressions of gratitude or other gestures of appreciation.

#### Article 25: Overtime Work

25.1 Overtime work is defined as follows:

- 25.1.1 Work hours performed by the employee exceeding the regular work hours stipulated in the Employment Agreement, as permitted by the Labor Code of Georgia and with the employee's consent, except in cases exempted by the Labor Code of Georgia.

- 25.1.2 Work hours performed by the employee, with their consent (except in cases exempted by the Labor Code of Georgia), on rest days or weekends, based on tasks assigned by their Line Manager.

25.2 Compensation for overtime work is as follows:

- 25.2.1 Overtime work is compensated at an hourly rate as per Labor Code of Georgia and specified in the Employment Agreement.

- 25.2.2 At the employer's discretion, overtime work may be compensated with additional time off instead of monetary compensation, subject to agreement between the parties.

### CHAPTER VII: Work and Rest Time Business Trip

#### Article 26: Work, Breaks, and Rest Periods

26.1 Employee work hours, break times, and rest periods shall be determined in accordance with the Labor Code of Georgia, the Employment Agreement, Job Descriptions, shift schedules, or other agreements made between the employer and the employee.

26.2 Break time shall not be considered part of the workday.

26.3 Employees may use designated break times during the day, subject to approval by their direct supervisor.

26.4 Rest days shall be determined as weekends, following the Labor Code of Georgia for official weekends, while additional rest days shall be subject to the Employment Agreement.

26.5 Full-time employees concurrently pursuing the highest level of education are eligible for the following benefits:

- 26.5.1 Assistant Professors may reduce their scientific-academic activities by up to 2 hours per week.

- 26.5.2 Associate Professors may allocate up to 3 hours per week for academic activities.

26.6 Employees eligible for benefits under points "26.5.1" and "26.5.2" must provide the Human Resources Management Division with a formal notice from their educational institution.

26.7 The working hours of part-time teachers shall be determined based on the European School's academic schedule. Each invited teacher shall be expected to adhere to the announced schedule and remain at school for the duration of their assigned classes.

#### Article 27: Business Trips

27.1 Business trips shall be arranged as follows:

- 27.1.1 A Business Trip refers to a temporary change of the employee's workplace for work-related purposes, not exceeding 45 consecutive calendar days in a year. If an official business trip exceeds 45 consecutive calendar days, it shall be considered a change in employment conditions, unless otherwise agreed upon.
- 27.1.2 The amount allocated for official Business Trips shall be determined in advance by the European School Director or Administrative Manager. Accounting for Business Trip expenses shall be conducted according to the established procedures.

27.2 Reimbursement for official Business Trips shall follow these guidelines:

- 27.2.1 Employees are entitled to reimbursement of the following types of expenses incurred during official Business Trips, as per the Legislation of Georgia, Internal Regulatory Acts of the School.
  - Expenses for meals and accommodation.
  - Travel expenses.
  - Expenses related to accommodation.
  - Any other expenses necessary for the Business Trip.
- 27.2.2 Employees must provide supporting documents, such as receipts and invoices, for expense reimbursement. In cases where such documents cannot be provided, reasonable expenses may be determined and approved by the Director or Administrative Manager of the school.
- 27.2.3 If employees fail to provide a complete expense report and supporting documentation, only documented expenses will be reimbursed. In cases of overpayment, the excess amount will be deducted from the next month's salary. The total deduction amount shall not exceed 50% of the salary at any given time.

#### Article 28: Vacations

28.1 Employees at the school are entitled to a minimum of 24 paid working days and 15 non-reimbursable calendar days of leave per year.

28.2 Eligibility for paid vacation benefits starts after 11 months of employment unless otherwise agreed upon by the parties.

28.3 European School academic staff are entitled to vacations in accordance with the academic calendar, which is prepared based on the educational plan of the European School.

28.4 Further details related to vacations are governed by Labor Code of Georgia and Internal Regulatory Acts of the School.

28.5 When planning their vacations, employees must submit a vacation request to the European School Director or Administrative Manager and obtain approval, as well as obtain the signature of their direct supervisor before presenting it to the Human Resources Management Division.

#### Article 29: Absence from Work / Sick Leave

29.1 In case of illness, employees must promptly submit a medical certificate to justify their absence from work. If an employee is unable to work for 40 consecutive calendar days or more or if the total period of absence from work exceeds 60 calendar days within 6 months, and they have unused vacation days, the employer may offer to suspend the Employment Agreement or grant additional non-reimbursable vacation days, as agreed upon with the Director or Administrative Manager of the school.

29.2 Employees must inform their Line Manager and the Human Resources Management Division immediately upon incurring temporary incapacity for work.

29.3 In the case of sick leave, employees must promptly provide a medical certificate from a healthcare provider or medical institution. The employer reserves the right to verify the authenticity of the medical certificate and may seek a second opinion if necessary.

### CHAPTER VIII: Disciplinary Liability

#### Article 30: Violation of Staff Handbook and Disciplinary Liability

30.1 Disciplinary violation refers to an employee's failure to comply with their duties as defined in the Employment Agreement, the Georgia School Staff Manual, Labor Code of Georgia, and Internal Regulatory Acts of the School, resulting from improper performance. Depending on the severity of the committed disciplinary violation and considering the circumstances, the employer is authorized to utilize various forms of disciplinary responsibility, including:

- 30.1.1 Verbal warning
- 30.1.2 Announcement of Reprimand
- 30.1.3 Announcement of Severe Reprimand
- 30.1.4 Administrative fine or salary restrain

- 30.1.5 Suspension/Termination of Employment Agreement

30.2 When imposing the Disciplinary Liability mentioned in Article 30.1, the employer determines the form of disciplinary responsibility, taking into account the severity of the committed disciplinary violation, in accordance with the procedures and rules established by the employer.

30.3 Only one form of disciplinary responsibility may be applied for each instance of misconduct. Depending on the seriousness of the violation, the employer has the discretion to use it as a basis for terminating the Employment Agreement. In cases of fines or salary deductions, the total amount charged in a single instance should not exceed 50% of the monthly salary.

30.4 The imposition of Disciplinary Liability is initiated by the employer through an official order.

30.5 Employees are authorized to appeal in writing against the imposed Disciplinary Liability within the timeframe prescribed by the law.

30.6 The term of Disciplinary Liability imposed on the employee continues for a period of twelve months from the date of imposition.

30.7 In cases of repeated imposition of disciplinary responsibility during the action period, a more severe form of disciplinary responsibility may be applied.

30.8 If no additional disciplinary responsibility is imposed on the employee during the action period, twelve months after the issuance of the initial disciplinary responsibility notice, the specific form of responsibility will be considered resolved.

30.9 The Director/Administrative Manager may, at their discretion, opt to terminate disciplinary responsibility before the designated term concludes.

30.10 Violations or severe disciplinary misconduct, in accordance with the Staff Manual, shall encompass, but not be limited to:

- 30.10.1 Leaving the workplace without permission
- 30.10.2 Insubordination at work leading to unexcused absence
- 30.10.3 Chronic lateness
- 30.10.4 Failure to comply with the Line Manager's legal directives
- 30.10.5 Falsification of documentation
- 30.10.6 Theft or misappropriation of the employer's property

- 30.10.7 Repeated and systematic violations of internal school regulations
- 30.10.8 Violation of the European School's Code of Ethics
- 30.10.9 Violation of school Health and Safety rules and regulations, and/or failure to fulfill obligations related to Health and Safety and Public Order protection as defined by the school.
- 30.10.10 Violation of the rules of personal data processing established by the "Personal Data Protection Law" of Georgia, the subordinate act of the Head of the Personal Data Protection Service, the organization's personal data protection regulations, and other regulations.

30.11 In the event that the employer receives information or has doubts regarding the grounds for disciplinary cases as specified in “30.10”, the employer is authorized to conduct appropriate investigations and engage relevant competent institutions for the purpose of clarifying the circumstances.

30.12 In cases defined by “30.10”, the employer is authorized to terminate the employee's Employment Agreement based on Article 47, Subsection 1, Point "z" of the Labor Code of Georgia.

30.13 In the event that a disciplinary offense is committed that is not described or only partially described in “30.10”, of this article, the Director/Administrative Manager is authorized to establish a committee. This committee will individually assess the size of the employee's disciplinary responsibility based on the severity of the misconduct and the circumstances surrounding it.

30.15 In any case of disciplinary misconduct, the employer is authorized to apply the disciplinary responsibility form provided for in “30.10”, of this article.

#### Article 31: Disciplinary Liability due to the Violation of the Working Hours

31.1 The employee is considered late for work if they report to work more than 10 minutes after the start time specified in their Employment Agreement/Job Description. Unless otherwise defined in the Employment Agreement, lateness of this nature is subject to disciplinary action. In cases of late arrival with valid reasons, the employee should also inform the Human Resources Management Division.

31.2 Leaving work early or leaving the workplace without permission is considered a disciplinary offense when the employee departs from their assigned work duties for more than 10 minutes before the designated end time. In cases of early departure with valid reasons, the employee should also inform the Human Resources Management Division.

31.3 In the event of an unavoidable absence from work, the employee is obligated to inform their Line Manager in advance. The reason for the absence should also be communicated to the Human Resources Management Division.

31.4 If an employee needs to leave the school premises during working hours to fulfill official duties, they are required to inform their Line Manager in advance.

31.5 The employee's attendance and departure from the workplace are recorded using an official pass, if applicable. The employee is responsible for safeguarding the pass and ensuring it is not handed to a third party or used for unauthorized purposes. In the event of pass loss, immediate notification should be made to the Security Services and the Head of Computer Center. If a pass is left at home, the employee is required to inform the Human Resources Management Division accordingly.

31.6 Compliance with the stipulations outlined in this article is also mandatory during online learning sessions.

31.7 Disciplinary misconduct related to violations of working hours by the employee is subject to the following forms of disciplinary responsibility:

- 31.7.1 Two or more instances of unexcused lateness or early departures within a month are subject to a verbal warning.
- 31.7.2 The third or fourth instances of unexcused lateness or early departures within a month are subject to a Reprimand.
- 31.7.3 Five or more instances of unexcused lateness or early departures within a month result in a Severe Reprimand and proportional daily salary deductions (not exceeding 50% of the monthly salary).
- 31.7.4 At least one unexcused absence recorded in a month is subject to the Reprimand.
- 31.7.5 More than one unexcused absence recorded in a month is subject to a Severe Reprimand and proportional salary deductions (not exceeding 50% of the monthly salary).

31.8 If an employee incurs two or more warnings or reprimands due to violations of working hours during a semester, the employer has the right to terminate the employee's Employment Agreement.

#### Article 32. Obligation to Protect Personal Data

32.1. An employee who participates in data processing or has access to data is required not to exceed the limits of the powers granted to them, to maintain the confidentiality and privacy of the data, including after the termination of their official duties.

32.2. A person employed in the organization is prohibited from: a) Transmitting data obtained

through their professional duties to another person, whether orally, in writing, or in any other form, unless there is a basis for doing so according to the personal data protection provisions applicable to the employee; b) Storing data outside the organization's premises or storing it in a location other than the one designated for it by the organization; c) Taking data outside the organization's premises unless it is related to their functions and responsibilities; d) Duplicating/scanning documents or information containing data, unless it is related to their functions and responsibilities; e) Duplicating or transferring to another person, in any form, the key/code/card to any physical storage containing data; f) Leaving a physical storage containing data open and accessible to others; g) Processing data that is not related to their functions and responsibilities; h) Transmitting access data to the organization's digital platforms to another person, whether orally, in writing, or in any other form; i) Storing, disseminating, duplicating, deleting, destroying, or transmitting to any other person data received through the organization's hotline or direct communication with the user, except in cases specified under audio monitoring regulations.

#### Article 33: Appeal of Imposing of Disciplinary Liability

33.1. Employees have the right to disagree with the imposed form of Disciplinary Liability and may appeal to the court in accordance with the Legislation of Georgia as established by law.

#### Article 34: School Discipline

- 34.1. School discipline is based on the protection of the freedom and dignity of students.
- 34.2. Disciplinary offenses by students are defined as follows:
  - 34.2.1. Arriving late to lessons.
  - 34.2.2. Leaving the class or school premises during teaching/learning without permission.
  - 34.2.3. Using mobile phones or other technology for non-educational purposes during lessons.
  - 34.2.4. Verbally insulting school staff, students, parents, or legal representatives without entering the school premises.
  - 34.2.5. Physically insulting school staff, students, parents, or legal representatives without entering the school premises.
  - 34.2.6. Possessing, revealing, or using prohibited items on school premises.
    - 34.2.7. Possession, distribution, or use of alcohol, narcotic drugs, analogs, precursors, new psychoactive substances, psychotropic substances, their analogs, or substances with a similar effect, within the school premises.
  - 34.2.8. Discrimination based on any characteristic.
  - 34.2.9. Coercion of another person to perform actions against their will for personal gain.
  - 34.2.10. Disobeying requests from school administration, representatives, or teachers.

- 34.2.11. Unauthorized possession or damage to someone else's property on school premises.
- 34.2.12. Violating safety and public order regulations not explicitly stated in this article.
- 34.2.13.3 Tampering with school documentation.
- 34.2.14. Unauthorized access to computer data intended for school activities and/or computer systems, or using them contrary to school interests.
- 34.2.15. Engaging in bullying or cyberbullying.
- 34.2.16. Attempting to disrupt or crash lessons.
- 34.2.17. Attending school without the prescribed school uniform or wearing inappropriate attire, excluding special events.
- 34.2.18. Using school property (equipment, musical instruments, computers, books, etc.) without authorization.
- 34.2.19. Offering valuable gifts or monetary amounts for personal gain.
- 34.2.20. Committing plagiarism, violating academic integrity policies.
- 34.2.21. Violating library usage rules or laboratory policies.
- 34.2.22. Damaging school property or buildings.
- 34.2.23. Violating school behavior and ethics code as approved by the school director.
- 34.2.24. Engaging in other actions or circumstances that may pose a danger to the lives, health, property, school operations, or the educational process of individuals present on the school premises, or violating school internal regulations or engaging in other inappropriate actions.
- 34.3. For the above disciplinary misconduct by students, the following disciplinary penalties may be applied:
  - 34.3.1. Caution.
  - 34.3.2. Warning.
  - 34.3.3. Strict warning.
  - 34.3.4. Reprimand.
  - 34.3.5. Compensation for damages.
  - 34.3.6. Assigned additional school-related activities or tasks.
  - 34.3.7. Temporary suspension from school.
  - 34.3.8. Suspension of participation in non-school activities.
  - 34.3.9. Expulsion from school (for older students).
- 34.4. The school shall explain the essence of the disciplinary misconduct to the student during the disciplinary proceedings.
- 34.5. When applying disciplinary penalties to the student, both the student and their legal representative shall be immediately notified of the commencement of proceedings. The student has the right to have a representative present to resolve the issue legally.
- 34.6. Disciplinary penalties for students should not disrupt the student's substantive participation in the learning process.
- 34.7. The director is authorized to establish a committee to deliberate on the appropriate disciplinary penalty for the student, taking into account the severity of the misconduct and the

circumstances of the student's actions.

- 34.8. The decision to suspend a student from school for up to 5 days is made by the school director based on the program head's service card, while a suspension of 5 to 10 days or expulsion from school is decided by secret ballot by the disciplinary committee.
- 34.9. When assigning a student to participate in school-related activities, the following should be determined: the content of the activity, the rules and conditions of implementation, the location within the school premises, the duration (not exceeding 1 hour per day for elementary students, 2 hours per day for middle school students, and 3 hours per day for secondary level students), and the identity of the authorized person responsible for supervising the student's participation in the activity. Such assignments can be made with the consent of the legal representative. In case of damage incurred during participation in school-related activities, compensation shall be made in accordance with the Legislation of Georgia. The school shall bear the responsibility for asserting such claims.
- 34.10. The duration of the student's disciplinary sanction is 6 months. If no new disciplinary sanction is imposed on the student within 6 months, they are considered to have no disciplinary sanction.
- 34.11. A disciplinary sanction may be lifted before the expiration of the term, but not earlier than 1 month after the imposition of the disciplinary sanction, if the student has not committed a new violation, demonstrates exemplary behavior, and has certain achievements. The decision to lift the disciplinary sanction before the term is made by the school Director. The decision is formalized through an individual legal act of the school Director.
- 34.12. An individual administrative-legal act regarding the imposition of a disciplinary sanction is issued no later than 1 (one) month after receiving information about the violation. If it is necessary to determine circumstances of substantive importance for the case, which requires more time than prescribed by law for issuing an individual administrative-legal act, the administrative process may be extended, but it should not exceed 3 months from the start of the process.

#### Article 35. List of Responsibilities Imposed on the Student in Case of Non-fulfillment of Student Duties

- 35.1. A disciplinary sanction in the form of a caution may be applied in the following cases:
- a) Repeated tardiness to lessons;
  - b) Using a mobile phone or other technology for non-educational purposes during lessons; in

this case, the device will be confiscated and returned to the parent/legal representative after the school day ends;

- c) Attending school without the prescribed school uniform or wearing inappropriate attire, excluding special events;
- d) Unauthorized possession or damage of someone else's property on school premises;
- e) Possessing, revealing, or using prohibited items on school premises;
- f) Being under the influence of alcohol, narcotic drugs, psychoactive substances, or similar substances, or distributing or using them within the school premises.

35.2. A disciplinary sanction in the form of a warning may be applied in the following cases:

a) When the student repeats a disciplinary offense as defined in paragraph 1 of Article 35, and a previous disciplinary measure (e.g., a caution) has already been applied, or when the student systematically commits a disciplinary offense as defined by internal regulations, it may be deemed appropriate to apply a warning without using a prior disciplinary measure;

- b) Disrupting or attempting to disrupt lessons;
- c) Leaving the class or school premises during lessons without permission;
- d) Damaging school property;
- e) Disobeying the lawful request of a school administration representative, teacher, or other school staff;
- f) Verbally insulting school staff, students, parents, legal representatives, or outsiders entering the school premises.

35.3. A disciplinary sanction in the form of a strict warning may be applied in the following cases:

- a) When the student repeats a disciplinary offense under paragraph 2 of Article 35, and a previous disciplinary measure (e.g., warning) has already been applied, or when the student systematically commits a disciplinary offense as defined by internal regulations, it may be deemed appropriate to apply a strict warning without using a prior disciplinary measure;
- b) Violation of safety rules or public order regulations;
- c) Physically insulting school staff, students, parents, legal representatives, or outsiders entering the school premises;
- d) Discrimination based on any characteristic;
- e) Tampering with school documentation.

35.4. A disciplinary sanction in the form of a reprimand may be applied in the following cases:

- a) When the student repeats a disciplinary offense as defined in paragraph 3 of Article 35, and a previous disciplinary measure (e.g., strict warning) has already been applied, or when the

student systematically commits a disciplinary offense as defined by internal regulations, it may be deemed appropriate to apply a reprimand without using a prior disciplinary measure;

b) Engaging in bullying and/or cyberbullying;

c) Unauthorized access to computer data intended for school activities and/or using computer systems contrary to school interests.

35.5. A disciplinary sanction in the form of temporary expulsion from school, up to 5 school days, may be applied by the school director in the following cases:

a) When the student repeats a disciplinary offense as defined in paragraph 4 of Article 35, and a previous disciplinary measure (e.g., reprimand) has already been applied, or when the student repeatedly commits a disciplinary offense as defined by internal regulations, it may be deemed appropriate to apply a temporary expulsion without using a prior disciplinary measure;

b) Committing plagiarism, violating academic integrity policies;

c) Violating library usage rules or laboratory policies.

35.6. A disciplinary sanction in the form of temporary expulsion from school, between 5 to 10 school days, may be applied by the disciplinary committee in the following cases:

a) When the student repeats a disciplinary offense as defined in paragraph 5 of Article 35, and a previous disciplinary measure (e.g., temporary expulsion up to 5 school days) has already been applied, or when the student repeatedly commits a disciplinary offense as defined by internal regulations, it may be deemed appropriate to apply temporary expulsion for 5-10 school days without using a prior disciplinary measure;

b) Offering a valuable gift or money for personal gain.

35.7. In case of other inappropriate behavior or violation of the student behavior and ethics code as approved by the school director, the student shall be subjected to the disciplinary sanction defined in paragraph 3 of Article 34, depending on the severity of the particular case.

35.8. In the case of a violation as defined in paragraph 2 of Article 33, a disciplinary sanction in the form of assigning beneficial activity may be applied if the school believes this measure will be more effective in improving the student's discipline and preventing the recurrence of violations.

35.9. As a disciplinary sanction, expulsion from school at the secondary educational level for a period of 5-10 school days may be applied by the disciplinary committee in the following cases: when the student commits a violation as defined by the internal regulations, if a previous disciplinary measure (such as temporary expulsion from school for 5-10 school days) has been applied, or directly, without the application of prior disciplinary measures, if the student's actions intentionally and/or significantly harm the school's interests.

35.10. When imposing any responsibility, the severity of the disciplinary violation must be considered, so the sequence of sanctions may not be strictly followed.

35.11. The student/parent may be assigned the appropriate responsibility in accordance with the internal regulations and the applicable laws of Georgia, regardless of the order of sanctions.

#### Article 36: Encouragement of Academically Successful and Actively Involved Students

36.1 There is a rule of encouragement for academically successful students and students who actively participate in school life at the European School, which is supported by the strategic partner of the European School, the "European School Excellence" grant established by the Davit Bezhuashvili Education Foundation.

36.2. After the completion of each academic semester, the Davit Bezhuashvili Education Foundation will provide the European School Director with a list of candidates for the grant, as specified in their order.

36.3. The grant is established for students who excel not only in academics but also in extracurricular activities and civic engagement. The awarding of the grant is based on the merits of the student and not on financial needs. Students are automatically eligible for the grant each semester if they continue to excel academically and in their overall activities.

36.4. Presidential Award for Educational Excellence (Gold) and Presidential Award for Educational Achievement (Silver) Awards shall be presented by the American State Education Program to the Students of American High School (ASAS) Program who stand out in academic and extracurricular activities.

36.5. For students who successfully complete primary, middle, and secondary levels and excel in academic competitions or participate successfully in the Olympics, especially those who serve as role models in the educational process, the following forms of encouragement are available:

- a) Certificate of appreciation;
- b) Award with a certificate;
- c) Rewarding with a valuable gift.

#### Article 37: Final Provisions

37.1. The Staff Handbook is approved and amendments are made by the order issued by the Director of the European School.

37.2. All members of the school community are obligated to familiarize themselves with the

internal rules and any changes filed in the Staff Manual. The Staff Manual have been published on the official website of the European School and are accessible to interested individuals.

37.3. Compliance with the Staff Manual is mandatory for all school employees, students, and their legal representatives.

37.4. Before entering into the Employment Agreement, the employee will be provided with a copy of the Staff Manual to review. The European School has the right to request the employee's acknowledgment and confirmation of acquaintance with the Staff Manual and any changes therein in electronic format or by registered mail.

37.5. In case of the candidate's refusal to sign/confirm the Staff Manual, any pre - written or verbal agreements shall be considered invalid.

37.6. The school Director is responsible for supervising compliance with the Staff Manual.

37.7. In case of a violation of internal rules, employees will be held accountable according to the conditions defined in the internal regulations and the applicable legislation.

37.8. The invalidity of any condition/clause in the Staff Manual does not render the entire Staff Manual invalid.

37.9. The Staff Manual represent an integral part of the Employment Agreement and are prepared in both Georgian and English Languages. In the event of any inconsistency between the Georgian and English versions of the Staff Manual, preference shall be given to the version in the Georgian language.