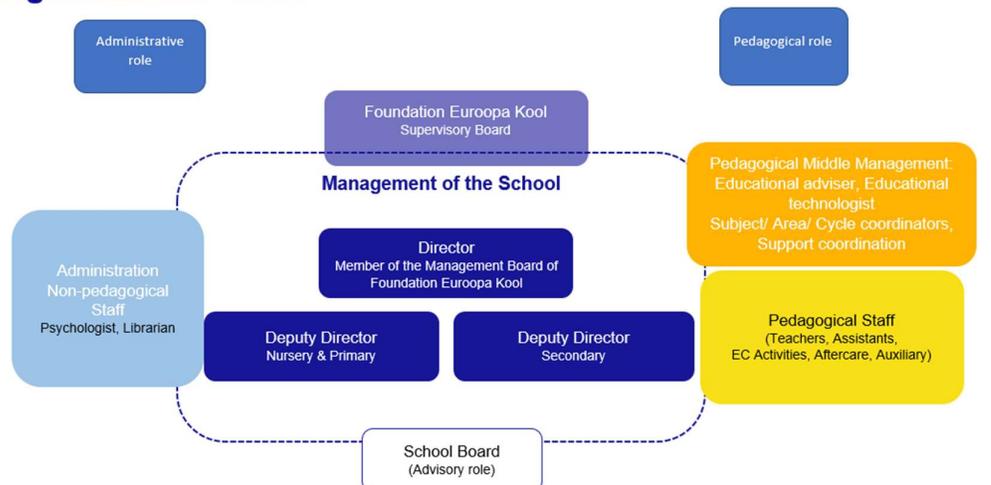


FOUNDATION EUROOPA KOOL HUMAN RESOURCES POLICY

Tallinn European School Organisational Chart



THE MISSION, VISION, AND VALUES OF THE TALLINN EUROPEAN SCHOOL

Our mission

To provide a broad, balanced, creative, multicultural, and multilingual education in a highly motivating learning environment in order to prepare the future citizens of an ever-changing world.

To fulfil our mission, we offer internationally recognised quality education to a culturally diverse community based on the principles of the European Schools.

Our vision

To be the heart of international education in Estonia and the home of innovative learning in the Nordic-Baltic region.

Our values

RESPECT We accept ourselves and other people in their diversity. We appreciate our own and other's emotions. We trust ourselves and others and take full responsibility for our actions and thoughts. We notice, listen, and understand our neighbour. We practice profound listening and reflect.

HARMONY We exercise a high level of self-awareness. We speak and act out of integrity. We strive towards harmonious relations and win-win solutions. With every thought and deed we contribute to the well-being and culture of our school. We believe that every challenge has a positive side on which to lean.

CREATIVITY We co-create our reality in cooperation with other people. We are curious about new knowledge, skills, and attitudes. We are open to change. We foster flexibility, spontaneity and creative thinking. We constantly explore innovative paths and dare to dream and fulfil our dreams.

1. GENERAL PROVISIONS

- 1.1 In addition to the Employment Contracts Act (hereinafter the ECA) and the employment contract, the Foundation Euroopa Kool (hereinafter SA EK) Human Resources Policy (hereinafter the HR Policy) specifies and supplements the rules of conduct in employment relationships. All employees are subject to the HR Policy.
- 1.1 The term 'employer' refers to the SA EK, represented by the Director of the school in accordance with the SA EK Statute. The term 'employee' refers to someone who works for SA EK under an employment contract.
- 1.2 In non-regulated areas, the employer and the employees shall act according to the legislation of the Republic of Estonia, the employee's employment contract and job description as well as generally accepted rules of morality and conduct.
- 1.3 Workplace conflicts and misunderstandings are resolved through negotiation between the employees or by referring to their immediate superior.
- 1.4 The personal data of students and staff is processed by SA EK and the school to fulfil its tasks and comply with its legal obligations in the public interest, as well as on other contractual and legal grounds.
- 1.5 The employer shall ensure that employees always have access to the HR Policy.
- 1.6 The employer shall introduce the HR Policy when it is first implemented and e-mail it to newly hired employees. Staff members shall confirm that they have read and understood the HR Policy with their (digital) signature.

2 RECRUITMENT OF STAFF

- 2.1 The employee shall meet the following requirements:
 - 2.1.1 The qualification of the teacher must meet the requirements foreseen by local legislation: a master's degree or a corresponding qualification and a "certified" teaching profession. It is possible to recruit a teacher whose qualification is lower than foreseen by Estonian law in case it corresponds to the requirements of the country where the teacher has obtained their education. The compliance needs to be presented by the future employee upon employment (ENIC/ NARIC; Ministry of Education and Research);
 - 2.1.2 The qualification of an administrative employee must correspond to the level of their responsibilities;
 - 2.1.3 Every employee shall speak English at level B2. A teacher who teaches L1 and L2 subjects shall speak the teaching language as their mother tongue or at a native standard level (C2). All other teachers shall speak English at least at level C1;
 - 2.1.4 Staff seconded to the European Schools shall be subject to the "Conditions and procedure for the secondment of pedagogical staff to the European Schools" approved by Directive of the Minister for Education and Research.
- 2.2 As part of the employment contract preparation process, the immediate superior submits the job details (workload, job title, etc.) and the job description to the HR specialist. The HR specialist will draft an employment contract based on the information received.
- 2.3 To sign an employment contract, the employee submits the following documents

- to the employer:
- 2.3.1 an identity document (ID card or passport);
 - 2.3.2 certificates of education and/ or qualifications (diplomas, course certificates);
 - 2.3.3 a copy of his or her criminal record;
 - 2.3.4 a valid medical certificate;
 - 2.3.5 in the cases provided for by law, the employee must produce the original of a document certifying that they have a sufficient level of knowledge of the official language;
 - 2.3.6 a document certifying the language proficiency in the language of instruction;
 - 2.3.7 a foreign national or a stateless person must present a valid residence and work permit in the cases provided for;
 - 2.3.8 an application containing contact information, bank account number, information about children under 14 years old and information for calculating tax-free income.
- 2.4 The employee has the right to provide the employer with character evaluations, references and documents describing previous employment and skills pertaining to the position.
- 2.5 At the time of recruitment, the employer shall inform the employee of work responsibilities, the terms of remuneration, the HR Policy, the job description, and other necessary documents.
- 2.6 The employee shall inform the HR specialist by e-mail within one week:
- 2.6.1 of a medical committee's decision on their incapacity for work (which is the basis for the eligibility and formalisation of annual leave);
 - 2.6.2 of the call to serve in the Defence Forces or Reserve.
- 2.7 Employees shall submit their certificates and diplomas for completed training and courses to the HR specialist who will update *EHIS (Eesti Hariduse Infosüsteem – Estonian Education Information System)* accordingly.
- 2.8 All employees are assigned an e-mail address and added to the institution's mailing list, which is used to send them documents and information related to their work
- 2.9 All new employees are assigned a mentor.
- 2.10 All employees shall have a 4-month trial period. A shorter trial period is implemented in special circumstances upon agreement with the director.
- 3 DEVELOPMENT INTERVIEWS (Annex 1)
- 3.1 All employees shall have a feedback interview in the end of the trial period, a development interview once a year and an Exit interview before the end of the employment contract.
 - 3.2 Employees' development interviews will be held once a school year. Before the feedback and development interview of a teacher, there will be at least one lesson visit by the member of the management. The lesson visit shall be announced at least one working day in advance.

4 WORKING TIME AND REPORTING OF WORKING TIME

- 4.1 Working time is defined in the contract of employment as the period during which the employee must carry out their work duties under the direction and supervision of the employer.
- 4.2 Working time is calculated and remunerated according to the job title of the employee. The working time of a full-time pedagogical staff member is 35 hours per 7-day period. The working time of other full-time staff members is 40 hours per 7-day period.
- 4.3 Part-time work may be implemented by agreement between the employee and the employer. In this case, the remuneration is proportional to the time worked.
- 4.4 Each working day includes a 30-minute lunch break, that are not included in working time. In cases where it is not possible to have a fixed break time due to the nature of the work, the employer shall give the employee the opportunity to rest and eat during working hours.
- 4.5 Generally, Monday through Friday make up the working period regardless of the amount of contact lessons and Saturday and Sunday make up the weekly rest period.
- 4.6 Working days immediately before the New Year (1 January), the anniversary of the Republic of Estonia (24 February), Victory Day (23 June) and Christmas Eve (24 December) are shortened by three hours. In addition, the last working day before the Winter, Easter and Summer Holidays are shortened by three hours.
- 4.7 As a general rule, overtime is allowed upon the agreement of both parties. Unless otherwise agreed, overtime and working on weekends/ national holidays will be compensated by time off. If otherwise agreed, the overtime will be compensated in monetary terms by means of a written directive. Remuneration will be calculated based on an hourly rate of 1.5 times the general rate of pay of the employee. Employees are required to comply with the employer's orders to work overtime in case of unforeseen circumstances, primarily for damage prevention.
- 4.8 Employees are obliged to inform their immediate superior of illness, absence from work due to childcare or other unforeseen grounds for absence from work as soon as possible by phone or e-mail. If possible, the expected duration of the temporary incapacity for work must also be stated.
- 4.9 Employees on leave are required to inform their immediate superior of their status of incapacity for work and its duration.
- 4.10 Absences for both work and personal reasons are subject to the permission of the immediate superior and must be requested in written. Employees are generally expected to attend to personal affairs outside of working hours.
- 4.11 The employee is required to inform their immediate superior of unavoidable circumstances before leaving work or, depending on the circumstances, at the beginning of the working day.
- 4.12 The employer has the right to request evidence for the reason of absence by any method that leaves a written record.
- 4.13 All absences (except sickness or care leave certificates) are recorded on the state employee self-service portal (<https://www.riigitootaja.ee>).

5 WORKLOAD AND WORKING CONDITIONS

- 5.1 The maximum pedagogical workload for a fulltime position for Nursery, Primary and Secondary subject teachers is 23 periods of 45 minutes per week.
 - 5.2 Nursery classroom teachers shall have 30 hours contact time and 5 hours preparation time per week.
 - 5.3 P1 and P2 classroom teachers have 19 periods of 45-minutes + 90 minutes of supervision per week. P3-P5 classroom teachers have 22 periods of 45-minutes per weeks.
 - 5.4 S1-S7 class teachers have 22 periods of 45-minutes per week.
 - 5.5 For all employees the additional duties such as coordination, the responsibility of a class teacher or staff representation shall either be included in the maximum workload or paid on top as an additional payment for the ten months period (September-June). Additional responsibilities are described separately and agreed in writing between the parties at the beginning of the school year (director's directive).
 - 5.6 The responsibilities of Secondary subject teachers include attending the Parent-Teachers' Meeting, which takes place once a school year.
 - 5.7 The responsibilities of Primary classroom teacher include conducting Individual Progress Reviews with families once in a school year, during the first semester, outside their normal timetable.
 - 5.8 The responsibilities of Nursery classroom teacher include conducting Individual Progress Reviews with families twice in a school year during their normal timetable.
 - 5.9 On top of the teaching workload, each full-time Nursery subject teacher, Primary and Secondary teacher will have, 30 minutes per week of duties defined in the yearly duty rota, the obligation to participate in Wednesday meetings, Class Council meetings and school's development days. The development days are organized in August before the start of the school year, on the Monday of the autumn school holiday and of the February school holiday.
 - 5.10 Part-time teachers have a minimum of 15-minutes of duties defined in writing defined in the yearly duty rota depending on the workload, the obligation to participate in Wednesday meetings, Class Council meetings and school's development days as set in clause 5.9.
 - 5.11 In case the minimum number of lessons for a full-time teacher does not reach 23 periods per week, additional tasks may be allocated keeping in mind the fair distribution of work among teachers.
 - 5.12 All employment contracts must have an annex with the specific number of lessons and duties agreed between both sides.
 - 5.13 Depending on the specific job obligation, when possible, all non-pedagogical employees are entitled to home-office days. Home-office days must be requested from and approved by the director.
- 6 SUBSTITUTIONS
- 6.1 Substitution lessons are usually given during general working hours.
 - 6.2 In case of pre-planned absences for personal reasons, the substitutions (including the substitutions of duties) are organized by the absentee. Substitutions must be notified via tes.absence@est.edu.ee. The permission for absence must be

- requested from the immediate superior as stated in point 4.10.
- 6.3 Every teacher substitutes other teachers according to availabilities on the timetable agreed at the beginning of the school year available in MySchool.
 - 6.4 In case of un-planned absences and absences due to in-service training organised by the European Schools' inspectors or job-related in-service training approved by the management, the substitutions are organised by the school. Substitutions in case of un-planned absences will be remunerated according to the substitution fees confirmed with the director's directive in the beginning of the school year.
 - 6.5 Pre-planned absences for professional reasons must be requested from and confirmed by the deputy director of the relevant school cycle. Authorised absences must be communicated through tes.absence@est.edu.ee. Materials for the lesson to be substituted and, the list of the pupils will be prepared, and if needed printed, by the absent teacher.
 - 6.6 In case of an extraordinary absence, the absence will be notified via tes.absence@est.edu.ee at the first convenience. Information about duties must also be included. In case of a long-term extraordinary absence, materials for the lesson to be substituted will be sent by the absentee to ensure the replacement.
 - 6.7 Every teacher will prepare, and if needed print, at least one lesson's materials to be used in case of un-planned absences.

7 REMUNERATION PROCEDURE

WAGES

- 7.1 The employee's wage shall be based on the rate of remuneration (Annex 2) agreed between the employee and the Director of the School in the employment contract and shall cover all duties and the time spent on them, as agreed in the contract and the established job description. The remuneration includes the employee's tax liability (gross pay).
- 7.2 Work done by employees shall be remunerated once a month via bank transfer to the account indicated by the employee, by the 7th day of the month at the latest.
- 7.3 The amount of remuneration is the result of an agreement between the employee and the employer and shall not be disclosed to other employees of the institution or outside the institution except in cases provided for by law.
- 7.4 The employee's remuneration shall be agreed and paid in accordance with the Employment Contracts Act, other relevant legislation, the requirements laid down by the school keeper and the school Director, the funds allocated to the school for labour costs and the present document.
- 7.5 The basis for calculating remuneration is a calendar month. Remuneration shall be calculated for the period during which the staff member carried out their duties.
- 7.6 Decree no. 125, "Working time of educators" issued by the Government of the Republic of Estonia, dated 22 August 2013, established full-time working hours of 35 hours per week as the basis for remuneration for the positions mentioned in the decree, and 40 hours per week for other employees.
- 7.7 An employee is not entitled to payment for time spent dismissed from work resulting from alcohol, drug, or chemical intoxication at work or for unjustified absences.

ADDITIONAL COMPENSATION

- 7.8 The employee shall receive additional compensation for tasks that involve a temporary but significant increase in the intensity of work. The additional duties and compensation shall be agreed upon between the Director and the employee before the start of the work. Additional compensation for duties shall be determined by the Director of the school in agreement with the employee in the form of a one-time payment or as a scheduled additional payment.
- 7.9 Overtime work and work on public holidays shall be remunerated or compensated with time off in accordance with the procedure laid down in the Employment Contracts Act.
- 7.10 If the substitution of an absent staff member requires the employee to work overtime, the employee shall be compensated for the substitution in accordance with clause 6.4.
- 7.11 Employees may be awarded a bonus in recognition of exemplary professional efforts and achievements, or in recognition of a noteworthy contribution to a one-time project. The bonus is subject to the budgetary limitations of the school and the suggestions of the employee's immediate superior. The amount of the bonus is decided on a case-by-case basis by the Director.
- 7.12 The Director of the school shall determine the payment of any additional compensation or bonus by means of a written directive.

REMUNERATION DURING ANNUAL LEAVE

- 7.13 Holiday leave remuneration is calculated based on the conditions and procedure for payment of average remuneration established by the Government of the Republic of Estonia.
- 7.14 Holiday leave remuneration preference (on the payday or on the penultimate working day before the holiday is taken) can be specified by the employee when the leave is formalised. By default, the holiday leave remuneration will be transferred to the employee's bank account together with the wage on the next payday unless the employee has opted otherwise on the self-service portal Riigitöötaja, ie holiday pay on the penultimate working day before the start of the holiday.

REMUNERATION PAYMENT

- 7.15 The school's payroll clerk issues an electronic pay slip to the employee stating the wage, holiday leave, other remuneration and deductions made in accordance with the legislation in force.
- 7.16 Employees shall have the right to obtain explanations concerning the abovementioned payments and taxes from the Director of the school, their immediate superior or the payroll clerk.

8 ANNUAL LEAVE PROCEDURE

- 8.1 All employees are granted an annual leave of 35 calendar days (unless a longer annual leave is agreed, or the law provides otherwise) per calendar year. Teachers are entitled to 56 calendar days of annual leave.

- 8.2 The period of annual leave for employees shall be fixed in the leave timetable for each calendar year by 31 March at the latest. The employer will prepare the leave timetable according to human resource procedures considering, if possible, the employees' requests.
- 8.3 The teachers shall take leaves during the school holidays. The teachers shall take most of the annual leave during the summer holidays. Any remaining leave shall be taken during the winter or the spring holidays. A leave during school days is very exceptional and must be justified to and approved by the director.
- 8.4 Extended annual leave can be granted in cases provided for by law. Employees who are entitled to an extended annual leave must inform their employers of this when they begin to work or as soon as they become eligible for it. A request for extended annual leave must be submitted in writing and accompanied by documentation proving eligibility.
- 8.5 The annual leave of a part-time employee is the same as that of a full-time employee.
- 8.6 Only with the consent of both parties can an employee resume work while on leave.
- 8.7 in the event of subsequent employment, the annual leave is calculated in proportion to the time worked compared with the full calendar year of employment. An employee is entitled to a leave having worked for the employer for at least six months.
- 8.8 A request for a leave and, if necessary, the changes to it, are submitted through the state employee self-service portal by each employee (<https://www.riigitootaja.ee>).
- 8.9 An employee can receive study leave in accordance with the law. The application for study leave must be submitted 14 days in advance.
- 8.10 A parent has the right to receive paid parental leave, unpaid parental leave, and additional leave in the case of raising a disabled child in accordance with the provisions of law.
- 8.11 The right to take a leave at a suitable time for the employee is applicable:
- 8.11.1 for women immediately before and after maternity leave or immediately after parental leave;
 - 8.11.2 for men immediately after parental leave or during their partner's maternity leave;
 - 8.11.3 for parents bringing up a child up to the age of 7;
 - 8.11.4 for parents bringing up a child aged 7 to 10 years (during the child's school holidays);
 - 8.11.5 for a minor of compulsory school age (during school holidays).
- 8.12 Before or after maternity leave, a parent has the right to have a leave in the first year of employment in accordance with the law.
- 8.13 In addition to time worked, time of temporary incapacity for work, time of holiday (except for time of holiday without pay granted by agreement of the parties, in case the number of days exceeds 30 days per school-year and child care leave) shall be included in the time serving as the basis for the right to grant annual holiday.

9 PROCEDURES FOR ISSUING WORK INSTRUCTIONS AND THE COMMUNICATION

OF GENERAL INFORMATION

- 9.1 As a rule, the principle of subordination is followed when issuing work instructions.
- 9.2 Employees must adhere to their employment contract, job description, collective agreement, and the law. An employee shall be required to carry out the agreed work in accordance with the regulations and in a satisfactory manner without special arrangements.
- 9.3 An employee has the right to refuse to do work not covered by the employment contract for which they have not received training.
- 9.4 The direct superior or a person appointed by the employer organises, supervises and is responsible for the results of the work.
- 9.5 Depending on the need and the nature of the work, instructions may be modified, suspended, or revoked by the person who gave them or by a superior.
- 9.6 It is prohibited to issue an instruction that:
 - 9.6.1 contravenes the law;
 - 9.6.2 exceeds the authority of the person giving the instruction;
 - 9.6.3 requires acts which the recipient of the instruction does not have the authority to perform.
- 9.7 An employee may refuse to comply with work instructions if they:
 - 9.7.1 are directed against the employee's spouse/ partner, parents, siblings, children or other persons close to the employee;
 - 9.7.2 do not comply with the employee's medical restrictions;
 - 9.7.3 preclude the use of benefits provided for the upbringing of children;
 - 9.7.4 require a higher qualification or a different professional background than that of the employee.
- 9.8 Any failure to carry out a task or any circumstance preventing the performance of a task that cannot be resolved by the employee themselves shall be reported immediately by the employee to their immediate superior or the person who issued the instructions.
- 9.9 In some cases, the employer and the employee may agree that the employee shall undertake work that is not covered by their employment contract (such as a one-time task).

10 WORK TRIPS AND TRAINING

- 10.1 Work trips and the reimbursement of travel expenses are subject to the applicable legislation of the Republic of Estonia.
- 10.2 The travel request, travel expense report and travel content report are completed by each employee through the state employee self-service portal (<https://www.riigitootaja.ee>).
- 10.3 Employees register for and prepare training reports through the state employee self-service portal (<https://www.riigitootaja.ee>) Filing the report is done in accordance with the requirements set out in the state employee self-service portal.
- 10.4 In the event where the cost of individual training exceeds the amount of reasonable training costs per year (the amount is higher than five times the minimum monthly salary established by a regulation of the Government of the Republic based on the Employment Contracts Act). In that case, it is possible to consider an agreement on compensation for training costs. The employee undertakes to work at the SA EK for 3 (three) years after completing the training or to reimburse the training costs in proportion (to the number of calendar days remaining until the agreed deadline, multiplied by the costs per calendar day).
- 10.5 Modes of transportation are chosen based on their cost-effectiveness and practicality. Whenever possible, public transportation should be the preferred method of transportation on a work trip. If public transport is not feasible as a first

preference during the period of travel, a personal car may be used with the consent of the holder of the travel authorisation.

- 10.6 Taxis are only permitted in case of a prior agreement with the director and if using public transport would require excessive time or monetary cost and if there is a work-related requirement.

11 ENSURING PROPERTY PROTECTION AND FINANCIAL LIABILITY

- 11.1 The copyright of a work created by an employee during the performance of work duties or as a result of work belongs to the employee, but the economic rights of the author to use the work for the purpose and within the limits prescribed by the work duties pass to the employer. The employee shall ensure that the work created by him/ her does not infringe the rights of any third party.
- 11.2 Offenses include intentional damage, theft and fraud to the employer's property and reputation. The employer terminates the employment contract with the employees who have committed the above-mentioned violations. Upon termination of the employment contract, the employee has the right to contest it within 30 calendar days from the date of receipt of the notice. If the offense meets the characteristics of an act punishable under criminal law, the police shall be notified of the offense.
- 11.3 Every employee carries financial liability for damage caused to the employer resulting from their intentional or negligent conduct. In the case of intentional damage, the employee shall pay compensation in full, and in the case of damage caused by negligence, they will pay according to the degree of fault.
- 11.4 Computers issued to employees are intended exclusively for their use in carrying out their duties. Employees are strictly prohibited from downloading computer software, including freeware and software owned by third parties, on their own unless otherwise agreed.
- 11.5 All the information on the employer's computer belongs to the employer, which makes keeping personal information on the computer inadvisable.
- 11.6 The employee is responsible for locking or turning off the computer when leaving. To lock the computer, close the laptop's cover, press CTRL+ALT+DEL and then "Lock", or use the shortcut command by pressing the key with the Windows logo + L.
- 11.7 At the end of each working day, the employee who leaves a room last makes sure that the windows are closed, the lights and devices turned off.
- 11.8 If an employee knows or reasonably suspects that an offence has been committed against the employer's property by a member of the staff, he/ she must report it to the employer or their immediate superior for prompt investigation and clarification.
- 11.9 Upon termination of the employment contract, the employee must hand over to the employer all tools and property of the employer at their disposal as well as all written records in their possession, together with all copies and transcripts, no later than on the last working day.

12 GENERAL PRINCIPLES OF WORKPLACE HEALTH AND SAFETY AND ELECTRICAL SAFETY

- 12.1 To prevent workplace accidents and to maintain the health of workers, the organisation ensures safe and healthy working conditions in accordance with workplace health and safety requirements.
- 12.2 All employees must be familiar with and adhere to the general workplace health and safety requirements (Crisis plan, Action plan in case of fire e.g) and the electrical safety requirements regardless of their profession, qualification, or

position.

- 12.3 An employee receives a training in workplace health and safety procedures as well as electrical safety before starting work.
- 12.4 An employee is obliged to:
 - 12.4.1 comply with the requirements of the safety instructions, including ensuring that the performance of their work or its consequences do not endanger their life or the lives, health or environment of others;
 - 12.4.2 use personal protective equipment to prevent injuries and accidents;
 - 12.4.3 contribute to updating the safety instructions for their particular area of work;
 - 12.4.4 obey the lawful instructions of the employer, the employer's representative and the persons supervising health and safety at work and electrical safety;
 - 12.4.5 promptly notify their immediate superior of an accident or the risk of one occurring according to the crises plan;
 - 12.4.6 the immediate superior must promptly inform the of any accident;
 - 12.4.7 refrain from performing any electrical work, including opening the doors of electrical panels, repairing faults themselves, removing protective covers from electrical equipment and diverting currents in electrical panels, unless they have the relevant electrical safety qualification.

13 CONFIDENTIALITY OF WORK-RELATED INFORMATION

- 13.1 A duty of professional confidentiality applies to all employees who come into contact with information about the school's activities or personal data whether directly, in the course of their duties or incidentally.

14 CODE OF CONDUCT AND WORK CULTURE

- 14.1 All employees have a responsibility to uphold TES's reputation and not tarnish it through their actions or inactions.
- 14.2 Employees shall abide by the values of the institution and treat each other with respect.
- 14.3 The appearance of an employee should always be neat and tidy. The employee shall always keep in mind that they are a role model for the student and behave, dress and express themselves accordingly and follow the School Rules.
- 14.4 The employee shall use the work equipment issued to them by the employer purposefully and take care of its cleanliness and its integrity. Work equipment is not to be used for personal purposes.
- 14.5 Employees have the right to coffee/ tea breaks at the workplace (except during lessons), provided that the orderliness of the workplace is maintained, work is not disturbed, and work safety and fire safety rules are not breached.
- 14.6 Employees can make their workplace more comfortable (with flowers, photos and any other stress-relieving items), as long as this does not detract from the overall appearance of the workplace or interfere with work.

15 PREVENTING AND AVOIDING CORRUPTION AND CONFLICTS OF INTEREST

- 15.1 Glossary of terms
 - 15.1.1 A public official is a person who holds an official position for the performance of a public task. The task can be assigned permanently or temporarily, remunerated or not and the person can be employed, self-employed, appointed or elected. Public officials are the heads of institutions, those in charge of public procurement, economic managers, head teachers, teachers, and other staff to whom the institution has entrusted a public task. It is the duty of a public official to comply with operational restrictions. The purpose of the restrictions is to avoid conflicts

- of interest. The restrictions prevent a public official from deciding or taking an action in relation to themselves or a person associated with them.
- 15.1.2 Associated parties are considered to include: 1) a public official's spouse, grandparent, parent of a public official or of their spouse, a descendant of a public official's parent, a public official's child or grandchild. In accordance with current legislation, an adoptive parent, a spouse of a parent and a foster parent shall also be considered as parents, and an adopted child and the child of a spouse shall also be considered descendants; 2) a legal entity in which at least 1/10 of the holding or the right to acquire a holding is held by the public official themselves or by a person associated with them; 3) a legal entity whose management or controlling body, as defined in the Income Tax Act, includes the public official themselves or a person referred to in points 1 or 4 of this section; 4) a household member of a public official, as well as anyone whose role or activities outside a public official's formal duty substantially and directly affect the official, or who is substantially and directly affected by the role or activities of a public official outside the official's formal duty. Also included are any persons outside of a public official's formal duty who are subject to the orders of the public official or act in the interest of or on behalf of the public official.
- 15.1.3 Operational restrictions. Public officials are subject to operational restrictions. A public official is prohibited from taking an action or decision if: 1) the decision or action concerns the public official, or a person associated with them; 2) the public official is aware of a financial or other interest of their own or of a person associated with them which may influence the action or decision; 3) the public official is aware of a risk of corruption.
- 15.1.4 Corrupt use of an official position in breaching one's official duties is defined as the act of making, participating in or directing the execution of a decision or act that is carried out in the interest of the public official or a third party that results in an unfair or unjust advantage for said individuals from the point of view of the public interest.
- 15.1.5 A conflict of interest is a conflict between professional interests and private interests. Although a conflict of interest is not corruption, it can lead to corruption.
- 15.1.6 Corruption is the abuse of the benefits received from a position or job for personal gain. A corrupt act is one that is knowingly made in one's own interest or in the interest of another if it leads to a benefit (not only monetary) and is not impartial or equally affecting other parties.
- 15.1.7 Corruptly obtained benefits are advantages, whether financial or otherwise, offered to or requested by a public official or a third party on the basis of the public official's formal duties. These include benefits obtained in breach of the official's duties. An advantage that can be unambiguously interpreted as a common courtesy is not considered corrupt. For example, a bouquet of flowers from a student on the first day of school or a box of sweets from a parent for Christmas or a birthday.
- 15.2 There must be a clear distinction made when it comes to teachers as to whether they are acting as public officials or not in the case of specific activities. Participating or directing the course of a decision is also considered a decision-making ability. The standard learning process is the transmission of the subject matter during lessons and its ongoing assessment, and thus the operational restrictions do not apply. In the case of the class teacher, there are other activities that go beyond teaching and assessment, where, for example, a parent-child relationship should not impair a teacher-student relationship. However, if the teacher's actions are of legal

consequence for the student, the teacher should also be considered as a public official. A legal consequence may arise, for example, in cases where a decision is made about a person related to the teacher repeating a class or about admitting them into the school. If such a situation arises, the person concerned must recuse themselves from making or preparing the decision. It is possible for the operating restriction not to apply in certain cases. The law details these exceptions.

- 15.3 Whenever a public official is prevented from exercising their functions by operational restrictions, they must promptly inform their immediate superior or the person or body authorised to appoint a public official who will then carry out the act or decision themselves or delegate the task to another official.
- 15.4 Disclosure of potential conflicts of interest and non-compliance with operational restrictions as well as their reasons is required by the employer. The employee shall inform the employer of this in writing by any method that leaves a record.
- 15.5 Such notifications should be sent to info@est.edu.ee. Notifications and decisions are recorded in the institution's document register.
- 15.6 A notice of the non-application of an operation restriction will be published immediately and permanently on the school's website.
- 15.7 A public official must refuse to accept an advantage that can be deemed corrupt or, if this is not possible in the cases provided for in the Anti-Corruption Act, must hand it over without delay to their institution or to the person or body authorised to appoint them. Accepting gifts and favours from students or parents can therefore be considered corrupt practices. It is important to consider that gifts and advantages offered may influence a decision or action. Situations that call impartiality into question, even if only ostensibly, must be avoided. Advantages related to official duties that shall be refused include: 1) those that are intended to influence (including those only appearing to do so); 2) those that are exclusive; 3) those that are related to a decision to be made or an action to be taken; 4) those that are prohibited by professional ethics, the internal rules of the institution or other rules.

16 MOTIVATION PACKAGE

- 16.1 The director can decide for an additional payment regarding additional tasks, which are not described in the employment contract and/or job description.
- 16.2 A monetary bonus is decided by the director and the management of SA EK according to the available budgetary means. The monetary bonus should be proportional to the employee's workload.
- 16.3 All employees have an additional leave of 14 days in addition to the annual leave set in clause 8.1. Additional leave can be taken during the winter (December /January) or Spring holidays.
- 16.4 All employees are compensated 50% of the costs made for obtaining glasses or other means correcting the sharpness of vision but no more than 100 euros in a year. The compensation shall be based on the decision of an occupational health doctor or eye doctor and on expense receipts, that are no older than 1 (one) month.
- 16.5 All employees are paid the benefit for temporary incapacity for work from the first working day (the pay for one calendar day is 70% of the average income of one calendar day).
- 16.6 The family members of the employee are welcome to school events that are intended for the families of the pupils (TES community events).
- 16.7 All employees can apply for the tuition fee reduction for their children studying in TES, according to the school's Admission Policy.
- 16.8 All employees whose child starts Primary school (starts the first class) will be given a free day.
- 16.9 In case of death of a close family member (partner/ spouse, parent, sibling, child) of the employee, they can have three days of paid leave, which can be increased by

exceptional circumstances.

- 16.10 In case of death of a close family member, a death grant of 195 euros (gross), will be paid when claimed.
- 16.11 All employees can use the sport and/ or health compensation of 100 euros per quarter of the relevant service provider.
- 16.12 All employees can use 1 (one) paid health day per term. Health days can be used only on at a time. Unused health days cannot be used retrospectively.
- 16.13 All employees have the option to participate in the Estonian language courses, if their mother tongue is not Estonian and/or in other foreign language courses.

17 FINAL PROVISIONS

- 17.1 The rules of work organization will be reviewed in accordance with changes in the applicable legislation or the need to reorganize work in the institution.
- 17.2 Changes to the rules of work organization are initiated by the employee or the employer.
- 17.3 The employer notifies the employees of the changes in the work organization rules at least two weeks before they are introduced, so the employees have the opportunity to express their opinion and make proposals within the set deadline.

Annex 1

Development Interview Form

Name:

Position:

Date & time:

Partner:

1. Past objectives

- 1.1 What were the objectives set for yourself last period? Did you achieve them?
- 1.2 What do you consider to be your most important achievements of the past period?

2. School culture and work environment.

- 2.1 How has the past year/ period been for you? Explain, please?
- 2.2 How does your job inspire and encourage you?
- 2.3 What engages you and what are the challenges? How do you overcome the challenges? How can I (Director/ Deputy Director) support you?
- 2.4 Respect, Creativity, Harmony are the three values of TES. Can you explain how these values are implemented in your everyday work? Is there anything you would like to improve in this specific area?
- 2.5 What is in your opinion your impact to our organisation?
- 2.6 What have you learned from your colleagues?

3. Employee's development

- 3.1 Are there any other field you would like to discover or roles you would like to take?
- 3.2 What elements specific to your tasks do you find most challenging?
- 3.3 In which domains do you feel you have grown in your professional life during the last period?
- 3.4 Are there any training on topics related to your tasks you could benefit from?

4. Feed-forward from the employee/ Revision of the Job Description

- 4.1 Suggestions regarding the tasks.

What are your objectives for the next period? How can I support you the best?

- 4.2 Would you like to add something?

5. Feedforward and summary by the Director/ Deputy Director

- 5.1 Feedback and summary.

6. Agreements (if applicable)

Signatures:

/Interviewer/

/Interviewee/

FEEDBACK INTERVIEW FORM (end of the trial period)

Name:

Position:

Date & time:

Partner:

1. Self-appraisal:

- 1.1 How has the trial period been for you (good/bad/satisfactory), please explain?
- 1.2 How do you evaluate your own performance? How have you managed with your new duties?
- 1.3 What do you consider to be your most important achievements?
- 1.4 What elements of your job do you find most difficult?
- 1.5 What elements of your job interest you the most, and least?
- 1.6 How do you perceive the school as an organisation's support for your work performance? (Please choose one number in the scale 1-10, 10 is the highest score)
- 1.7 Do you find your job inspiring and encouraging for you? (Please choose one number in the scale 1-10, 10 is the highest score)

2. Further professional aims:

- 2.1 How do you plan to achieve the aims?

3. The comments and evaluation from the Interviewer

4. Other issues or agreements

Signed and dated by employee:

and by the partner:

EXIT INTERVIEW

Name:

Position:

Work time in TES:

Date & time:

Partner:

1. What gave you the reasons for looking for another job and leaving TES?
2. How did TES support your professional development?
3. Did your responsibilities change from the time you started? How?
4. What do you consider to be your most important achievements at TES?
5. How do you evaluate your own performance while being an employee at TES?
6. What was your favourite and least favourite part of the job?
7. How was it working with the management and teammates?
8. Do you feel that you were heard by the management/ colleagues?
9. What do you recommend TES to change, do differently or to improve and why? Please provide your suggestions.
10. Would you recommend this company to your friends and colleagues? 1-10

Signatures:

/Partner/

/Leaving staff member/

Annex 2

TES pedagogical staff salary system for newly recruited staff members.

1. General provisions

- 1.1. The salary system applies to all newly recruited full-time teachers and assistants as the basis of salary calculations.
- 1.2. The requirements for a teacher to be considered qualified according to Estonian legislation are a Masters' degree (MA) and/ or equivalent qualification and a qualified teacher status (QTS – õpetajakutse).
- 1.3. The requirement for an assistant to be considered qualified is to hold a BAC-3 degree or to have at least three years of previous experience and to have competencies needed for the profession.

2. Basic salary

- 2.1. The basic starting salary for Nursery, Primary and Secondary qualified teachers with working experience less than 5 academic years working full-time is 1950,00 Euros gross per month.
- 2.2. The basic starting salary for Nursery, Primary and Secondary unqualified teachers with working experience less than 5 academic years working full-time is 1800,00 Euros gross per month.
- 2.3. The basic starting salary for Nursery and Primary assistants with working experience less than 5 academic years working full-time is 1250,00 Euros gross per month.

3. The point system

- 3.1. One yearly point for Scale 1 corresponds to 50 euros.
- 3.2. One yearly point for Scale 2 corresponds to 15 euros.
- 3.3. One yearly point for Scale 3 corresponds to 10 euros.
- 3.4. One step corresponds to two academic years.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Scale 1	1950	2000	2050	2100	2150	2200	2250	2300	2350
Scale 2	1800	1815	1830	1845	1860	1885	1900	1915	1930
Scale 3	1250	1260	1270	1280	1290	1300	1310	1320	1330

Scale 1: Teacher (MA, QTS)

Scale 2: Teacher (BA)

Scale 3: Assistant