

NON-OVERSEAS EMPLOYMENT CONTRACT

The following is an agreement between **BBS/BIS**, hereinafter referred to as "the school," and _____, hereinafter referred to as "the employee."

1. Length of Employment

The employee will be hired as of _____ and ending on _____ for the following position:

The employee is expected to start work in August as per the school's approved calendar. The school year for staff is a maximum of 195 working days per year. These days include teaching days, orientation and pre-service days.

2. Salary

The employee will receive a monthly salary of Kuwaiti Dinars _____ broken down as per the table below and paid for 12 calendar months. For staff who join after September 1st, the summer salary is prorated based on the joining date.

Basic Salary	: KWD
Housing Allowance	: KWD
Total Monthly Income	: KWD

3. Benefits and Allowances

a. Health Insurance

Private local health insurance is provided to the employee.

b. Non Duplication of Advantages

If the employee's spouse is also employed by the school; then the benefits payable by the school will be determined on a family basis in accordance with the school's policies and procedures. Other benefits and allowances are paid as per the school's benefits and allowances policy stated in the Employee Handbook.

Should the employee/school not renew the contract, all benefits and allowances will terminate on June 30th.

4. Probation Period

The probation period is 100 working days as indicated in the Kuwait Labor Law 6/2010 Article number 32 where both parties have the right to terminate the contract without reason during the probation period. The probation period is valid only at the start of employment and is not applicable to renewed contracts.

5. Document Validation

This contract is contingent upon successful background and reference checks and the presentation of all relevant original or attested copies of degrees and certificates, and approval of the employee by the Kuwait Ministry of Education, Ministry of Interior, Public Authority of Manpower and Ministry of Foreign Affairs.

6. Residency in Kuwait

The cost of the employee's residency stamp and Civil ID in Kuwait is paid by the school. If for an exceptional reason, and out of the school's control, the residency process cannot be accomplished or renewed, then the contract will be considered null and void.

7. Expenses not covered by the school

- a. Public transportation within Kuwait (e.g: buses, taxis, etc.)
- b. Reimbursement for expenses incurred in obtaining passports, vaccinations, visit visas, driving licenses, etc.
- c. Any other type of expense not mentioned in this contract.

8. Substitute Lessons

Number of working hours are based on the Kuwait Labor Law 6/2010. As part of the non-student contact time, the employee is expected, when requested, to substitute for absent colleagues. Additional compensation is not paid for this substitution time if it falls within number of hours stipulated in the Kuwait Labor Law 6/2010.

9. School Policies and Employee Handbook

The employee is required to abide by the policies of the school outlined in the school's Employee Handbook. This includes accepting other professional responsibilities as assigned by the school administration.

a. Smoke Free Campus

BBS is a smoke free campus. Smoking is strictly prohibited on school campus.

b. Community Service Program

Employees are required to support the BBS community through a community service program, as per the school's Employee Handbook.

10. Verification of Relevant Experience

All claims to full time continuous years of experience outside BBS must be validated by Statements of Service from previous employers or a recognized authority. A maximum of 10 years relevant experience will be accounted for in the salary.

11. Kuwait Government Policies**a. External Employment**

Any form of employment and work outside the school is a violation of the Kuwaiti Labor Law and therefore, is considered a breach of this contract.

b. Tutoring

Teachers' responsibility to their students remains at the school, and should not be extended to private tutoring. As per the Kuwait Ministry of Education and list of penalties stipulated by the Kuwait Ministry of Social Affairs, tutoring is illegal (refer to Annex 5 of the Employee handbook).

c. Confidentiality

The employee should maintain confidentiality of all information related to the school, students and related parties thereto. Any disclosure of confidential information related to school matters including students, parents and staff, may subject the employee to disciplinary action and/or termination of the contract as per the Kuwait Labor Law 6/2010.

d. Breach of Contract

Definition:

Breach of contract occurs when a party to the contract fails to fulfil its obligation(s), whether partially or wholly, or communicates an intent to fail the obligation or otherwise appears not to perform its obligation under the contract. This includes but is not limited to the following: not completing the contract duration; resigning before the end of the contract date; signing the contract renewal and not joining in the beginning of the next school year.

Either party is fully liable to compensate the other a sum equivalent to three months' total salary in the event of breach of contract (past the probation period), and all the rules and regulations shall be governed by the Kuwait Labor Law.

e. End of Service Entitlements & Indemnity

Non-returning employees who wish to work elsewhere in Kuwait are granted one month after the end of the contract to obtain a residency transfer. Non-returning employees who are leaving Kuwait will have their residency cancelled. Payment of indemnity will be issued after the residency transfer or cancellation process is completed.

The indemnity shall be paid according to Kuwait Labor Law code 6/2010 as specified in Article no.51. Fifteen days remuneration for each of the first five years of service and one month remuneration for each year of service after the fifth year with a limit of 18-months' salary.

Kuwait nationals employed by the school receive social security and indemnity as per the Kuwait Labor Law.

Note: The monthly salary is based on 26 working days.

12. Kuwait Judicial System

Terms of this contract are in accordance with the Kuwait Labor Law. The Kuwait Judicial System is the authority that handles any disputes between both parties.

This contract is made up of two original copies, one for each party.

I, _____, certify the following:

- *I have no criminal convictions of any kind or any charges pending.*
- *I am in good health and do not suffer from any medical condition that might affect my performance in this position.*
- *Any previous health condition has been disclosed to the school before signing this contract.*
- *I will declare any medical condition thereafter during my employment.*
- *I agree to abide by the conditions of this contract and policies and procedures outlined in the school's Employee Handbook.*

Signature of Employee

Date

Signature of Director

Date