

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 **xxxx/-** 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
Overseas Allowance	: KWD

Total Monthly Income : KWD

3. Benefits & Allowances

a. Health Insurance

International health insurance is provided to the employee. Local health insurance is provided for the employee's spouse and 2 children (under the age of 18).

b. Housing

Staff are entitled to a fully furnished apartment provided by the school.
Non-returning staff must vacate the apartment by June 30th.

c. Transportation

The school provides employees residing in company accommodation with bus transportation to work and back to the accommodation.

d. Airfare

A one-way IATA economy class air ticket is provided to new and non-returning employees, their spouse and 2 children (under the age of 18). In addition, a round trip economy class air ticket is provided annually to returning employees.

The ticket destination will be to the closest **international airport** to the employee's city of repatriation: _____

The employee is eligible for a return airline ticket if he/she completes the duration stated under clause 1 in this contract and subsequent renewals. In case of contract breach, please refer to clause 11.d in this contract.

e. Settling-in Allowance

An allowance of KD 200 (approx. US\$644) in cash is paid to the employee upon arrival in Kuwait for the initial contract.

f. Baggage Allowance

A baggage allowance of up to KD 400 (approx. US\$ 1,288) is refunded to the employee at the start of service upon presentation of receipts for shipment and clearance.

The employee is eligible for a baggage allowance of up to KD 400 (approx. US\$ 1,288) which is refunded to the employee at the end of service upon presentation of receipts for shipment and clearance if the employee completes the period stated in point 1 of the contract and subsequent renewals and is a non-returning staff. In case of contract breach, please refer to clause 11.d in the contract.

g. 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 subject to a successful background check and contingent upon 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. New employees must ensure that their passport validity is for a minimum period of 3 years and the passport has a minimum of 6 blank pages.

Other visa related expenses required and charged by the Embassy of Kuwait and cost for required document authentication will be reimbursed upon presentation of receipts, up to a maximum limit of KD 300. Photos taken for visa processing at the embassy of Kuwait will be reimbursed up to an amount of KD 10 (approximately US\$32) upon presenting the relevant receipts.

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 school 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.

In case of contract breach by the employee, the staff member will not be entitled for a return ticket or baggage allowance.

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. Force Majeure

If the Embassy of the employee communicates that its citizens must evacuate Kuwait (for example, Stage III of the US Department of State Evacuation Procedures), then an insurance policy held by the school will be provided to cover force majeure action for the evacuation and repatriation of the employee including a maximum of one months' salary.

This contract is considered null and void if the school is closed for force majeure.

13. 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 and the Housing Policy.*

Signature of Employee

Date

Signature of Director

Date