

TERMS AND CONDITIONS
FOR PARTICIPANTS ON THE JAPAN EXCHANGE AND TEACHING PROGRAMME

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I . GENERAL RULES AND PROVISIONS

Article 1: Purpose

Section 1

These employment terms and conditions (hereinafter referred to as "terms and conditions") are written with the purpose of establishing the working conditions for the Japan Exchange and Teaching Programme participants (hereinafter referred to as "the JET") in Toyama Prefecture (hereinafter referred to as "the Prefecture").

Section 2

Work conditions for the JET which are not set out in these terms and conditions are determined on the basis of the Local Public Service Act (Showa Year 25 Law #261); other relevant ordinances and laws; (hereinafter referred to as "other ordinances and laws").

Article 2: Definitions

The meanings of the following expressions used in these terms and conditions are set out in the following items:

1 CIR (Coordinator for International Relations)

A JET engaged in internationalization activities.

2 ALT (Assistant Language Teacher)

A JET engaged in language instruction as an assistant under the guidance of language teachers' consultants or Japanese teachers of foreign language placed mainly at boards of education and senior high schools.

3 Supervisor

The head of the organization in which the CIR or ALT is appointed.

4 Week

The period of time from Sunday to the immediately following Saturday.

5 Month

The period of time from the first day to the last day of the relevant month.

6 Newcomer

A new participant in the JET Programme engaged as a CIR or an ALT.

II. DUTIES

Article 3: Duties of CIRs

The CIR shall perform duties as specified by the supervisor and as set out in the following items:

- 1 Assistance in projects related to international exchange activities carried out by the Prefectural Government. Such activities may include editing, translating and compiling publications in a foreign language; cooperating or advising on planning, designing and implementing international exchange programmes including international economic exchange programmes; assisting in hosting official guests from abroad and interpreting at international events, etc.
- 2 Assistance in international economic exchange affairs at the Prefectural Government. Such assistance may include cooperation or advising on planning, designing and implementing international economic exchange projects such as expanding the overseas market for local products or attracting foreign tourists to Japanese localities, etc.
- 3 Assistance in multiculturalism promotion at the Contracting Organisation (e.g. cooperation or advising on planning, designing, and implementing projects to support foreign residents in Japan)
- 4 Cooperation in language instruction of employees of the Prefectural Government.
- 5 Advising and collaborating on activities of private groups or other organizations engaged in international exchange within the prefecture.
- 6 Cooperation in cultural exchange activities (including school visits, club activities and regional club activities) concerning cross-cultural understanding for the prefectural residents and in activities to support foreign residents.
- 7 Other duties as deemed necessary by the supervisor.

Article 4: Duties of ALTs

Section 1

The ALT shall mainly perform duties as specified by the Supervisor and/or Principal of the Prefectural Government (e.g. at the training center for the Prefectural staff members etc.), the Prefectural Board of Education, and the senior high school, etc., as set out in the following items.

- 1 Assistance in foreign language classes, etc. taught in senior high schools, etc.
- 2 Assistance in the preparation of materials for teaching a foreign language.
- 3 Assistance in language training for teachers of a foreign language, etc.
- 4 Cooperation in extra-curricular activities and club activities.
- 5 Provision of information on language and other related subjects for people such as teachers' consultants and foreign language teachers, (e.g. word usage, pronunciation, etc.)
- 6 Cooperation in foreign language speech contests.
- 7 Cooperation in local international exchange activities.
- 8 Other duties as deemed necessary by the Supervisor and/or the Principal.

Section 2

The ALT may, in addition to duties at the Prefectural Board of Education and in accordance with the instructions of the Supervisor, be required to visit multiple senior high schools, etc. around the Prefecture and/or be posted to a designated senior high school, etc. and perform any or all of the duties listed in Article 4 Section 1 above.

III. DURATION AND TERMINATION OF APPOINTMENT

Article 5: Term of Appointment

Section 1

The JET's term of appointment shall be determined as described in appended tables 1-1 and 1-2.

Section 2

Upon completion of the aforementioned appointment, the Prefecture may reappoint the JET based on their deemed competence to fulfill their duties.

Section 3

Notwithstanding Section 2 above, the appointment of the JET in their fifth year of participation shall not be renewed by the Prefecture after the expiration of the appointment stipulated in Section 1 above. However, the JET from an English-speaking country who was a spring arrival may have their appointment renewed for up to five years and four months at the discretion of the Prefecture.

Article 6: Resignation

The JET must perform duties for the term of appointment as specified in Article 5 above. However, in extreme circumstances when the JET resigns before the end of their term of appointment due to unavoidable circumstances, the JET must give notice of said resignation at least 30 days in advance, inclusive of the date of the intended resignation.

IV. REMUNERATION AND EXPENSES

Article 7: Remuneration

Section 1

The JET's remuneration shall be determined as described in appended table 2.

Section 2

The remuneration shall be paid on the 15th day of each current month. If this day falls on a holiday or a day on which the JET is not required to perform duties, the remuneration shall be paid following the same procedure as is used for Toyama Prefectural Government personnel.

Section 3

If the JET starts or terminates their term of appointment partway through the month, the amount of remuneration for said month shall be calculated on a pro rata daily basis, subtracting the number of workdays stipulated in Article 12 Sections 2, 3 and 4 on which the JET is not required to work from the number of workdays in the remuneration period to determine the number of days for which remuneration shall be paid.

Section 4

The hourly rate is calculated by multiplying the monthly remuneration by 12 and dividing that amount by 52 times the weekly work hours stipulated in Article 12, Section 1.

Article 8: Reduction of Remuneration

Section 1

If the JET does not perform their duties during required work hours, except for cases specified within these terms and conditions, the remuneration specified in appended table 2 shall be reduced on an hourly basis utilizing the hourly rates specified in Article 8 Section 4 above. If it is impossible to deduct the calculated amount from the remuneration of a given month, the deduction shall be made from the following month's remuneration.

Section 2

In accordance with Article 9 Section 1 when calculating non-performance of duties during required work hours, if the JET's total period of non-performance of duties during the month include an incomplete portion of an hour, a period of time less than 30 minutes is to be disregarded, whereas a period of 30 or more is to be rounded up to a full hour.

Article 9: Travel Expenses

Section 1

When the JET travels for the purpose of performing their duties, the JET's travel expenses that are required for that travel will be reimbursed. The expenses will be calculated corresponding to 2-kyu (rank) of Prefectural Government employees.

Section 2

The Prefecture shall provide a travel allowance to the JET for passage to Japan in order to assume their position, and passage to return. The JET will receive travel expenses to the international airport in Japan (where return flights are available) and an air ticket from said airport to the designated airport of departure (or an designated airport in the country where the JET had an interview for the Programme for domestic arrivals from within Japan) or an equivalent amount of money. However, return expenses shall only be paid to the JET if they fulfill all of the following conditions:

- 1 The JET completes their term of appointment specified in Article 5 Section 1
- 2 The JET does not enter into a subsequent appointment with the Prefecture or a third party in Japan within one month after completion of their term of appointment.
- 3 The JET leaves Japan to return to their home country no later than one month from the day following the end of their term of appointment.

Section 3

Notwithstanding the above section, if the JET has no alternative but to return to their home country before the completion of their term of appointment for reasons beyond their control, a return airfare may be provided at the discretion of the Supervisor.

Article 10: Compensation for Damages

Section 1

The Prefecture may claim compensation for any actual damages it sustains as the result of actions such as the JET returning to their home country without just cause.

Article 11: Lending of Items

Section 1

The Prefecture may lend the JET a refrigerator, a washing machine, a vacuum cleaner, a television set, and an oil heater free of charge during the term of appointment stated in Article 5 Section 1.

Section 2

The regulations concerning the lending of the items stated in the preceding Section are specified separate from the Terms and Conditions.

V. HOURS, HOLIDAYS, LEAVE AND ADDITIONAL LEAVE

Article 12: Working Hours

Section 1

The JET shall perform duties 7 hours a day (35 hours a week) exclusive of break time.

Section 2

Hours of duty for the CIR shall be from 9:00 a.m. to 5:00 p.m. from Monday through Friday with Saturday and Sunday as days on which the CIR is not required to perform duties. The time from 12:00 noon to 1:00 p.m. from Monday through Friday shall be designated as break time; this time may be utilized as the CIR desires.

Section 3

Hours of duty for the ALT shall be from 8:30 a.m. to 4:15 p.m. from Monday through Friday with Saturday and Sunday as days on which the ALT is not required to perform duties. The time from 12:00 noon to 12:45 p.m. from Monday through Friday shall be designated as break time; this time may be utilized as the ALT desires.

Section 4

Notwithstanding the terms and conditions above, the Supervisor and/or the Principal may instruct the JET to perform duties at times outside of the period specified in the above sections. In such cases, compensatory days off shall be given within 4 weeks inclusive of the relevant week so that the average hours of duty per week in the 4-week period does not exceed 35 hours.

Section 5

As specified in the section above, in accordance with Article 32 of the Labor Standards Act (Showa Year 22 Law #49), the JET shall not be required to work more than 40 hours in one week, and the JET shall not be required to work more than 8 hours in one day. Furthermore, in accordance with the Labor Standards Act Article 35 Section 1, the JET must be allocated at least one day each week which they are not required to perform their duties.

Section 6

Notwithstanding Article 13 Section 2 or 3 above, whichever is applicable, the Supervisor and/or the Principal may instruct the JET to change the duty hours and break time. Even in such cases, the JET will not be required to work more than 7 hours per day.

Article 13: Holidays

Section 1

The days in the following items shall be considered as holidays for the JET.

- 1 Japanese national holidays (defined by Article 3 of the Japanese National Holiday Law (Showa Year 23 Law #178)).
- 2 New Year's holiday (From 29 December to 3 January of the following year).

Section 2

Notwithstanding the above terms and conditions, the Supervisor and/or the Principal may, having determined a compensatory holiday beforehand, instruct the JET to perform duties on any of the holidays specified in this article.

Section 3

Holidays are to be paid.

Article 14: Yearly Paid Leave

Section 1

During the term of appointment stated in Article 5 Section 1, the JET can take 20 days of yearly paid leave, individually or consecutively.

Section 2

Notwithstanding the above section, if the appointment term is less than one year, the number of paid leave days will correspond to the guidelines of Toyama Prefectural Government personnel for a Newcomer, and 12 days for the second contracting term of a spring arrival from an English-speaking country.

Section 3

Yearly paid leave stated in Section 1 and Section 2 may be taken in either hourly units, or by day.

Section 4

If the JET, completes the term of appointment in Article 5 Section 1, and is reappointed by the Prefecture for another year, up to 12 days of unused yearly paid leave may be carried over to the new term of appointment for the first and the second re-contracting period, up to 14 days for the third re-contracting term, and up to 16 days for the fourth re-contracting term. However, for a spring arrival from an English-speaking country, unused yearly paid leave that may be carried over to the new term of appointment is limited to 12 days for each of the first, the second, and the third re-contracting terms, 14 days for the fourth re-contracting term, and 16 days for the fifth re-contracting term. In all cases, this carried over paid leave will be used first in the next appointment and it may not be carried over into any subsequent appointments.

Section 5

If the period of the requested paid leave is deemed to interfere with smooth work operations, the Supervisor and/or the Principal may change the date of the JET's requested paid leave.

Article 15: Sick Leave

Section 1

Sick leave may be taken in cases where it is recognised that the participant is not fit to work due to injury or illness that requires recuperation and/or medical treatment.

Section 2

The maximum period of sick leave to be used within a single fiscal year shall not exceed a total of 10 days.

Section 3

Sick leave is to be paid.

Article 16: Special Leave

Section 1

Special leave shall be provided for the periods set out in the following items:

1 Bereavement Leave.

Up to 10 consecutive days, in the event of the death of a parent, spouse, or child.

Up to 5 consecutive days, in the event of the death of a sibling or grandparent

2 Martial Leave.

Up to 5 consecutive days for the marriage of the JET.

3 Natural Disaster Leave.

The period the Prefecture deems necessary, according to the degree of damage to the JET's place of residence due to natural disaster.

4 Commuting Transport System Failure Leave.

Until the transportation system failure used for commuting to work has been resolved.

5 Infertility Treatment Leave.

Up to 5 days per term of appointment (10 days if the treatment is in relation to in vitro fertilisation and microfertilisation), when it is deemed appropriate that the JET will not work due to going to a hospital, etc. for infertility treatment.

6 Pre-natal Leave.

The requested period, taken from up to 6 weeks before a pregnant JET's expected delivery date (14 weeks for a pregnancy involving more than one child) until the date of delivery.

7 Post-natal Leave.

A period of 8 weeks, following the date of childbirth. However, if the JET applies to return to work earlier, provided that at least 6 weeks has passed counting from the day after the birth, and the JET is assigned to duties that a doctor accepts as not being harmful to them, then the period after they return to work is not counted as Post-natal Leave.

8 Birth Leave for Spouse. (Spouse includes those who have not submitted a formal marriage notification but are in a situation that is essentially a marriage relationship. The same applies to Item 9.) Up to 2 days, from the day when the spouse is hospitalised, etc. to give birth, until 2 weeks after the spouse has given birth, if it is deemed appropriate that the JET will not work due to their spouse giving birth.

9 Pre/Post-Birth Childcare Leave for Spouse.

Up to 5 days, to be taken from 6 weeks (14 weeks in the case of a pregnancy involving more than one child) before the expected delivery date of the JET's spouse, until one year after the spouse has given birth. This leave is to provide care for the child of the pregnancy in this Item, or another child (including the spouse's child) who is not yet elementary school age, if it is deemed appropriate that the JET will not work due to providing childcare.

10 Nursing Time (For Parents of Infants).

Two times per day for up to 30 minutes each time for a JET who is the parent of an infant under the age of one. If the child's other parent (the parent that is not the JET) is approved to use the leave in this Item (including equivalent leave), or requests time for child care on the same day pursuant to the provisions of Article 67 of the Labor Standards Act (Showa Year 22, Law #49): a period twice per day that does not exceed the length of time obtained by subtracting from 30 minutes the period of Nursing Time Leave (including equivalent leave) or child care hours that the other parent had approved or has requested.

11 Childcare Support Leave.

Up to 5 days (10 days if there are multiple children being cared for), when it is deemed appropriate for a JET who is providing childcare for a child (including their spouse's child) up to 31 March following the child's ninth birthday to not work due to caring for the child, participation in events (entrance ceremonies for nursery school, kindergarten or elementary school, graduation ceremony for kindergarten), and class closures caused by infectious diseases, etc.

12 Menstrual Leave.

Days when a JET is unable to work due to severe menstrual discomfort

13 Mother and Child Health Leave.

The period deemed necessary when it is unavoidable that a JET will not work due to complying with health guidance or guidance based on health check-ups under the Maternal and Child Health Act (Showa Year 40 Law #141 Article 10).

14 Nursing Care Leave.

Up to 5 days per term of appointment as deemed necessary (Up to 10 days in cases when the JET is caring for multiple parties)

JETs may receive nursing care leave to care for a spouse, father, mother, children, or parents of a spouse (hereinafter referred to as 'Nursing Care Recipient'), as stipulated in the Act on Working Holidays and Leaves for Prefectural Officials and Teachers (Showa Year 26 Toyama Prefecture Personnel Authority Regulation 7), who have disabilities that hinder daily life for over a period of two weeks or more, if deemed necessary. Disabilities include injury, illness, or old age. Nursing Care Leave may also be used to accompany the Nursing Care Recipient to medical appointments, to act as a representative to receive the provision of care services, or to perform other necessary care for the Nursing Care Recipient.

15 Additional Nursing Care Leave.

Additional leave for the purposes specified in the above Item, for the period deemed necessary, taken no more than 3 times for each Nursing Care Recipient, within a 93-day period starting from the planned first day of Nursing Care Leave

Only JETs who plan to continue working from the day following a period of 93 days from the start of Nursing Leave (inclusive of the first day of leave) are eligible for the leave specified in this Item. Furthermore, JET Programme participants who have established that they will not renew their term of appointment for the following year and will thus end their term of appointment within less than one year of the day following a period of 93 days from the start of Nursing Care Leave are not eligible for the leave outlined in this Item.

16 Hourly Nursing Care Leave.

A portion of the workday up to 2 hours, as deemed necessary for care of a Nursing Care Recipient as specified in Items 15 and 16 (if the time obtained by subtracting 5 hours and 45 minutes from the JET's daily working hours totals less than 2 hours, 2 hours minus the difference), within a period of no more than three consecutive years calculated from the day the Nursing Care Recipient first requires care, not overlapping with the Nursing Care Leave and Additional Nursing Care leave outlined in the Items above

17 Bone Marrow and Peripheral Blood Stem Cell Transplant Leave.

A period as deemed necessary, when the JET is unable to work due to registration as a donor for bone marrow transplant or peripheral blood stem cell transplant for bone marrow replacement, or, in the event the JET is a donor for bone marrow transplant or peripheral blood stem cell transplants for a recipient other than a spouse, parent, child, or sibling, conducting registration or undergoing medical inspections or hospitalisations required.

18 Maternity Leave (For Receiving Health Guidance or Examinations).

Leave for either health guidance or health examinations, as per Article 10 and Article 13 of the Maternal and Child Health Act, as deemed necessary for pregnant or nursing JETs, in accordance with the following maximums:

1 time every 4 Weeks until the 23rd Week of pregnancy

1 time every 2 Weeks between the 24th and 35th Weeks of pregnancy

1 time Week from the 36th Week up until delivery

1 time in the year after giving birth

If special guidance has been received from a physician etc., more leave may be received as specified by the physician, regardless of the period of pregnancy or time passed post-childbirth. Hours of leave shall be the number of hours recognised as required during regular working hours.

19 Maternity Leave (Nutrition and Rest)

The period deemed necessary to eat, obtain nutrition, or rest, if it is determined that the work of the pregnant JET may have an adverse effect on either the JET or the unborn child's health.

20 Maternity Leave (Commuting to Work)

Up to 1 hour per day may be taken at the start or end of the JET's regular working hours, if it is determined that crowded transport environments during the pregnant JET's commute may have an adverse effect on either the JET or the unborn child's health.

21 Ningen Dock Leave (Comprehensive Health Check)

In the event that it is deemed appropriate for participants not to work for the purpose of undergoing Ningen Dock, JETs having been employed continuously for 6 months or more may take the period of time the Supervisor deems necessary within 1 day (in circumstances where transportation necessitates overnight lodging on the day of or day before undergoing Ningen Dock, the number of days necessary for overnight lodging is to be added).

22 Summer Leave.

In the event that it is deemed appropriate for participants not to work, for the purpose of enjoying various summer events such as Obon, for the maintenance and promotion of physical and mental health, or for the enhancement of family life, up to 3 consecutive days from July to September of the same year, excluding days when working hours are not allocated

23 The period of time the Supervisor deems necessary, such as for submitting a move-in notice upon arrival in Japan, processing status of residence, and regular medical checkups, etc., when the Supervisor determines that there is a special need, excluding the above Items.

Section 2

The special leave specified in Article 16 Section 1 above from Item 1 to Item 9 and from Item 18 to Item-22 is to be paid, and from Item 10 to Item 17 is to be unpaid.

VI. OFFICE REGULATIONS AND RESTRICTIONS

Article 17: Responsibility to Obey Work Orders

The JET shall faithfully observe other ordinances and regulations and their superiors' orders on matters pertaining to the performance of duties.

Article 18: Personnel Evaluation

The prefecture shall conduct a personnel evaluation of the JET, based on a separate predetermined outline.

Article 19: Diligence

The JET shall devote their full working hours and occupational attention to the duties in these terms and conditions, except for cases specially stated in these terms and conditions.

Article 20: Conduct Restrictions

The JET shall not behave in a manner which would discredit or damage the reputation of the Prefecture or the JET Programme.

Article 21 : Confidentiality

The JET shall not reveal any confidential matters the JET comes to know while performing duties. Furthermore, this restriction shall continue to apply after the completion or termination of the term of appointment.

Article 22 : Restrictions on Political Activities

The JET shall not be involved in any political activities prohibited by the Local Public Service Act.

Article 23 : Prohibition of Disputes

The JET shall not be involved in disputes prohibited by the Local Public Service Act such as a strike or slowdown.

Article 24 : Prohibition of Harassment

The JET shall not cause displeasure to others in the workplace or cause harm to the work environment by way of comments or actions that constitute or may be construed as sexual harassment, harassment for pregnancy, maternity or childcare leave; or abuse of authority, etc.

Article 25: Restrictions against Involvement in Profit-Making Enterprises

Section 1

With a full understanding of the objectives of the JET Programme, the JET shall concentrate on their duties and in doing so, must make efforts not to become official in operating any commercial corporation, nor operate their own commercial business, or engage in any enterprise or business for remuneration.

Section 2

The JET must notify and obtain the permission of the supervisor in advance if they will perform any of the actions in the preceding Item or become an officer of any organization.

Article 26: Restrictions on Religious Activities

The JET shall not be involved in religious activities which are in any way related to their work duties.

Article 27 : Restrictions against Operating Motor Vehicles

Except for commuting from their place of residence to the designated place of work, the JET shall not operate a motor vehicle (including motor vehicle, and motorised bicycle as defined by Article 2 Section 2 and Section 3 of the Road Transport Vehicle Act, (Showa Year 26 Law #185)) for duty-related matters without the permission of the Supervisor and/or the Principal.

VII. DISCIPLINE**Article 28: Dismissal, Compulsory Leave, etc.**

Section 1

The Prefecture may dismiss the JET for any of the reasons set out in the following items:

- 1 When the work of the JET is unsatisfactory, based on personnel evaluation or evidence of poor performance.
- 2 When the performance of duties is hindered by mental or physical disability, or when they cannot be performed.
- 3 In addition to the cases of the preceding two items, when the eligibility required for the work is lacking.
- 4 When the office organization or quota is revised or abolished, or the budget is reduced and jobs are eliminated or there is an excess of employees.

Section 2

The Prefecture has the authority to put the JET on compulsory leave against their will for any of the reasons set out in the following items:

- 1 Excluding as specified in Article 16 Section 1 Item 6 and Item 7, when the JET is ill (excluding illnesses under Article 30 Section 1) or injured or for other reasons beyond their control is unable to perform their duties for a

continuous period of more than 20 days (including days when work is not required and holidays. The same holds for the number of days specified in Article 30 Item 2.)

2 When indicted for a criminal offence.

Section 3

The appointment of the JET shall be terminated, except under extenuating circumstances, for any of the reasons set out in the following items:

- 1 Imprisonment without work or heavier sentence.
- 2 Organizes or joins a political party or organization that proclaims the purpose of destroying by violence the Japanese Constitution or the government established under that Constitution.

Article 29: Disciplinary Action

Section 1

If any situation set out in the following items arises, the Prefecture may discipline the JET by means of admonition, reduction of remuneration, suspension, and/or dismissal.

- 1 Violation of the Local Public Service Act or the special provisions stipulated in Article 57 of that Act, violation of regulations of the Prefecture, or violation of regulations stipulated by organizations of the Prefecture.
- 2 Violation or neglect of the duties of employment.
- 3 Misconduct inappropriate for overall public service.

Section 2

The meaning and result of disciplinary actions specified above shall be interpreted as set out in the following items:

- 1 Admonition: The JET shall be admonished in writing concerning the conduct in question.
- 2 Reduction of Remuneration: For each disciplinary action, the remuneration shall be reduced by one half of one day's average daily pay. However, when more than one disciplinary pay reduction is made in the same month, the total amount of reduction shall not exceed one-tenth of monthly remuneration.
- 3 Suspension: The JET shall be prohibited from performing their duties for a designated period of up to 7 days, and remuneration will not be paid for this period.
- 4 Dismissal: The JET shall be immediately dismissed without advance notice. In this case, compensation pursuant to Article 20 of the Labor Standards Act will not be provided if authorization is obtained from the Prefecture Personnel Authority.

Article 30 : Compensation during Compulsory Leave

Payment of compensation during periods of compulsory leave in accordance with Article 28 Section 2 is determined in accordance with the Items below.

- 1 While on compulsory leave under Article 28 Section 2 Item 1 of the same Article, when the JET is unable to perform duties due to illness or injury sustained while performing duties, the JET's remuneration shall be paid in full minus the stipend allocated from Local Public Servants' Accident Compensation, etc. during the period of compulsory leave.
- 2 While on compulsory leave under Article 28 Section 2 Item 1 of the same Article, when the JET is unable to perform duties for reasons other than those stated in Article 28 Section 2 Item 1 as above, the remuneration shall be paid in full for the first 30 days of the period of absence, from the first day of the compulsory leave. For the period from the 31st day to the 60th day, the JET shall be paid one half of the remuneration. From the 61st day remuneration shall not be paid.

- 3 When the compulsory leave is under Article 28 Section 2 Item 2 of the same Article, during the additional leave 60% of compensation shall be paid.

Article 31 : Prohibition of Duties

Section 1

If the JET has a contagious disease or other illness as set out in the following Items, the Prefecture may prevent the JET from performing duties:

1. The fear exists that the JET with a contagious disease is not taking measures to prevent the spread of the disease.
2. The fear exists that performing duties will significantly worsen a heart, kidney or lung disease from which the JET suffers.
3. The JET is affected by a disease, similar to those above, as determined by the Minister of Health, Labor and Welfare.

Section 2

In the cases stated above, payment of remuneration for the period during which the JET does not perform duties shall be regulated as in the Article above.

Article 32 : Procedure for Taking Leave and/or Additional Leave

Section 1

When the JET wishes to make use of leave as specified in Article 15 Section 1 or Article 16 Section 1 Item 1 to Item 5 above, along with Item 8 to Item 21, the JET must submit a request stating the number of days of leave and obtain approval from the Supervisor and/or the Principal before taking the requested leave, stating the number of days. The JET must also request and obtain approval for the special leave specified in Article 16 Section 1 Item 22, stating the number of days and the reason for taking leave. However, if the JET, for unavoidable reasons, cannot submit the request beforehand, the JET must do so and obtain approval from the supervisor as soon as conditions permit.

Section 2

When the JET wishes to make use of the special leave specified in Article 16 Section 1, from Item 6 and Item 7 above, the JET must submit a request to the Supervisor and/or the Principal for the days requested. However, if the JET, for unavoidable reasons, cannot submit the request beforehand, the JET must do so as soon as conditions permit.

Section 3

If the JET intends to take sick leave of more than three consecutive days due to illness or injury, or to apply for additional leave, the JET must submit a medical doctor's certificate to the Supervisor. Even when the JET takes 3 days or less of leave, if there are times when the Supervisor and/or the Principal, if the Supervisor and/or the Principal deem it necessary, they may require the submission of a medical doctor's certificate or other supporting documentation.

Section 4

For leave in the above Section, if the Supervisor and/or the Principal deem it necessary the JET may be required to undergo an examination by a designated medical doctor.

Section 5

When a situation occurs that would be reason for compulsory leave according to Article 28 Section 2 Item 2, or a prohibition of duties according to Article 30 Section 1, the JET must inform the Supervisor and/or the Principal as soon as possible.

VIII. LOCAL PUBLIC SERVANTS' ACCIDENT COMPENSATION ORDINANCE

Article 33 : Local Public Servants' Accident Compensation

In cases where a JET becomes a casualty (defined as injury, illness, physical disorders, or death: the same definition applies below) while performing public service duties or while commuting, the JET may receive compensation according to the regulations established for the Industrial Accident Compensation Insurance Act (Showa Year 22 Law #50) or casualty compensation of members of the Toyama Prefectural Assembly and special employees.

Article 34 : Compensation for Non-duty Related Casualty

The Prefecture shall, by contracting for a personal-injury insurance policy, consider compensation for the JET if they become a casualty during a period other than when performing work duties or commuting to or from work.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 1999 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2000 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2001 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2004 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2005 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2006 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2007 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2008 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2010 Japan Exchange and Teaching Programme.

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These TERMS AND CONDITIONS are applied to all participants in the 2011 Japan Exchange and Teaching Programme.

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These TERMS AND CONDITIONS are applied to all participants in the 2011 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2012 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2013 Japan Exchange and Teaching Programme. However, Article 15 Section 2 and Section 4 are applied starting from April 1, 2012.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2016 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2017 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2018 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2019 Japan Exchange and Teaching Programme and they are valid until March 31, 2020.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2019 Japan Exchange and Teaching Programme from April 1, 2020.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2020 Japan Exchange and Teaching Programme from April 1, 2021.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2022 Japan Exchange and Teaching Programme.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2022 Japan Exchange and Teaching Programme from April 1, 2023.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2023 Japan Exchange and Teaching Programme from April 1, 2024.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2024 Japan Exchange and Teaching Programme from April 1, 2025.

Appendix

These TERMS AND CONDITIONS are applied to all participants in the 2025 Japan Exchange and Teaching Programme from April 1, 2026.