Kawagoe City Assistant English Teacher
Terms and Conditions of Employment Overview

Article 1: Purpose and Work Location
In order to improve English language education and further international understanding education to prepare for the age of internationalization, the Kawagoe City Board of Education (herein after referred to as "Board of Education") employs the Assistant English Teacher (hereinafter referred to as AET).

Article 2: Definitions
In this overview, AET is defined as specified in the following expressions.
1. KET AET
   An AET invited to participate in the Kawagoe Exchange and Teaching Program.
2. Local Resident AET
   An AET who has entered into a contract with Kawagoe City.

Article 3: Appointment
The AET is appointed by the Board of Education upon recommendation of the Superintendent.

Article 4: Status
The AET is a special employment part time worker.

Article 5: Employment Period
The AET's employment period is for one year, and his/her contract may be renewed only once. However, exceptions may be made by the Superintendent.

Article 6: Qualifications
The AET must possess the following qualification items.
1. Be mentally and physically healthy.
2. Possess the ability to live and engage in work duties in Japan.
3. Have graduated from a university.
4. Be a native English speaker and possess modern standard English abilities.
5. Have an interest in Japan, and desire to deepen understanding with Japan even after the conclusion of the contract.
6. Have an interest in education in Japan, especially an interest in English language education, and the desire to conduct it.
7. Have an interest and desire to work with children and teachers.
8. Have appropriate language, behavior, and clothing to work for educational purposes.

**Article 7: Work Duties**
The AET shall perform the following duties as specified by the Superintendent, principal(s), and supervisor(s), by assisting teachers' consultant(s) and English language teacher(s).
1. Assist in English language activities at elementary schools, and English language courses at junior high and senior high schools.
2. Assist with seminars conducted by teachers' consultants.
3. Assist and provide guidance for extra-curricular activities.
4. Assist in the preparation of English teaching materials and English speech contests as directed by teachers' assistants and English language teachers.
5. Assist with Kawagoe City international exchange activities (translate foreign language publications, assist and offer advice for international exchange activities, receive foreign guests, interpret at events, etc.)
6. Assist with language instruction and international exchange activities for city employees and local residents.
7. Participate in local exchange organization's program activities, and offer advice for concerning such activities.
8. Assist with cross-cultural understanding exchange activities for local residents.
9. Other duties deemed necessary by the Superintendent.

**Article 8: Additional Items**
The Superintendent will specify any additional necessary items to those in this overview.

**Article 9: Exemptions**
The Local Resident Assistant English Teacher is exempt from Article 5.
Note
This overview is effective as of August 1st 2004.

Note
This overview is effective as of August 1st 2011.
Kawagoe City Assistant English Teacher
Terms and Conditions of Employment


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 work terms and conditions for the Assistant English Teacher (hereinafter referred to as "AET").

Section 2
Items concerning the AET's work terms and conditions shall be determined by the Labor Standards Law (Showa Year 22, Law #49), other relevant ordinances/laws, and the items specified in these terms and conditions.

Article 2: Definitions
In these terms and conditions, the AET is defined as specified in the following expressions.
1. KET AET
   An AET invited to participate in the Kawagoe Exchange and Teaching Program.
2. Local Resident AET
   An AET who has entered into a contract with Kawagoe City.

II. Work Duties

Article 3: Duties of the AET
Section 1
The AET shall perform the following duties as specified by the Superintendent, principal(s), and supervisor(s), by assisting teachers' consultant(s) and English language teacher(s).
1. Assist in English language activities at elementary schools, and English language courses at junior high and senior high schools.
2. Assist with seminars conducted by teachers' consultants.
3. Assist and provide guidance for extra-curricular activities.
4. Assist in the preparation of English teaching materials and English speech contests as directed by teachers' assistants and English language teachers.

Section 2
The AET shall perform the following international exchanged-related duties as specified by the Superintendent.
1. Assist with Kawagoe City international exchange activities (translate foreign language publications, assist and offer advice for international exchange activities, receive foreign guests, interpret at events, etc.)
2. Assist with language instruction and international exchange activities for city employees and local residents.
3. Participate in local exchange organization's program activities, and offer advice for concerning such activities.
4. Assist with cross-cultural understanding exchange activities for local residents.

Section 3
Other duties deemed necessary by the Superintendent.

Section 4
The AET shall visit schools in the Kawagoe Municipal Board of Education, be posted to a designated school, or perform the duties listed above at a combination of these two work patterns as specified by the Superintendent.

III. Duration and Termination of Contract

Article 4: Period of Contract
The AET's period of contract shall commence on August 1 and conclude on July 31 of the following year. However, the Local Resident AET's period of contract shall commence on April 1 and conclude on March 31 of the following year.

Article 5: Resignation
The AET shall perform duties for the duration of the contract as specified above. However, if the AET must unavoidably resign before completing the above period, the AET must give notice of said resignation at least 30 days in advance, inclusive of the date of the intended resignation.
Article 6: Dismissal

Section 1
The Superintendent may dismiss the AET for any of the reasons specified in the following items.
1. Violation of Japanese Constitutional Law, other Japanese regulations, or the terms and conditions established herein.
2. Behavior inappropriate to the duties of an AET.
3. Serious mental or physical illness or injury which renders the AET unable to fulfill his/her duties.
4. Unsatisfactory performance of work duties which is not expected to improve.
5. Non-performance of work duties for more than 60 consecutive days (the following are not to be included in counting these 60 days: non-performance of work duties caused by an injury sustained as a result of work duties or commuting; the period of absence allowed for special leave as is set out in Article 15, Section 1, Items 5 and 6 below; and the period of 30 days following any such absence.
6. Any of the information provided within the AET’s application materials proves to be untrue or inaccurate.

Section 2
In addition to the cases listed above, the City dismiss the AET if the City is unable to pay the AET’s remuneration due to a non-approval or reduction of a budget in the assembly of the City. In this case the City shall give either 30 days notice, or pay the AET one month's remuneration upon dismissal.

Section 3
If the AET is sentenced to a term of imprisonment (or any other more severe penalty), the AET shall automatically be dismissed, and the City will not provide any financial compensation.

IV. Remuneration and Other Financial Compensation

Article 7: Remuneration

Section 1
The AET’s monthly gross remuneration shall be 300,000yen.

Section 2
The remuneration shall be paid on the 21st day of each month. If this day should fall on a holiday or a day on which the AET is not required to perform duties, the remuneration shall be paid on the earliest preceding day which is neither a holiday nor a day on which the AET is not required to perform duties.

Section 3
If the AET starts or terminates his/her employment mid-way through the month, the amount of remuneration for said month shall be calculated on a pro rata daily basis.

Section 4
The daily rate shall be calculated based on the number of days present in the office for the month.

The monthly amount (300,000yen) ÷ days of the month × period of service (Saturdays and Sundays are included)

Article 8: Deletion

Article 9: Work Expense Reimbursement

Section 1
When the AET must travel on business, the AET's travel expenses shall be reimbursed following the same procedure as is used for regular employees (as defined in the Local Public Service Law).

Section 2
The City, under a separate decision, shall provide a travel allowance to the AET for transportation to Japan to assume the AET position, and return transportation at the conclusion of the AET contract. However, the travel allowance for return to the home country shall be provided only under the following conditions: that the AET complete the contract period as specified in Article 5 above; that within one month after completion of the period of contract the AET is not entering into a subsequent contract with the City or a third party in Japan, that within one month after completion of the period of contract the AET is leaving Japan to return to his/her home country.

Section 3
In the event that the AET has no alternative but to return home before completing the contract for reasons beyond his/her control, and the
Superintendent deems the return to be unavoidable, the travel allowance for return transportation may be provided.

**Article 9-2: Accommodation**
The City will provide each participant with an apartment house. 50% of the rent will be paid by the city. The rest of 50% of the rent will be borne by participants. However, it is likely to change by a fiscal year.

**Article 10: Damage Compensation**

**Section 1**
The City may claim compensation for any actual damages it sustains as the result of action such as the AET returning to his/her home country without just cause.

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**V. Hours, Holidays, Leave and Additional Leave**

**Article 11: Duty Hours**

**Section 1**
The AET shall perform duties thirty-five hours per week exclusive of break time.

**Section 2**
The AET duty hours shall be from 8:30 AM to 4:15 PM from Monday through Friday with Saturday and Sunday as days on which the AET is not required to perform duties. 45 minutes shall be designated as break time. Break time may be utilized as the AET desires.

**Section 3**
Notwithstanding the terms and conditions above, the Superintendent may direct the AET to perform duties on Saturdays and/or Sundays. In this case, compensatory days off shall be given within 4 weeks inclusive of the relevant week so that average hours of duty per week in the 4-week period does not exceed 35 hours.

**Section 4**
Notwithstanding the hours set out in Section 2, the Superintendent may direct the AET to change the duty and break hours. Even in this case the AET will not be required to work more than 7 hours in one day.
**Article 12: Holidays**

**Section 1**
The days identified in the following items shall be holidays for the AET:
1. Japanese national holidays (those defined by Article 3 of the Japanese National Holiday Law (Showa Year 33, Law #178)).
2. Yearend holiday (the period from December 29th to January 3rd of the following year).

**Section 2**
Notwithstanding the above items and conditions, the Superintendent may, having determined a compensatory holiday beforehand, order the AET to perform duties on any of the holidays specified in Article 12 Section 1 above.

**Section 3**
Holidays are to be paid.

**Article 13: Yearly Paid Leave**

**Section 1**
During the period of contract stated in Article 4, the AET can take 20 days of yearly paid leave, individually or consecutively. This yearly paid leave may be taken in hourly units.

**Section 2**
In the case that the AET, having completed the period of contract stated in Article 4, recontracts with the City, up to 12 days of unused yearly paid leave may be carried over to the new contract period. This carried over paid leave will be used first in the new contract period and it may not be carried over into any subsequent contract period.

**Section 3**
If the period of the requested paid leave would interfere with work operations, the Superintendent may change the date of the AET's requested paid leave.

**Article 14: Sick Leave**

**Section 1**
The period of sick leave shall be the minimum period necessary when an illness
or injury is acknowledged to result in the unavoidable inability to perform duties.

Section 2
The maximum period of sick leave to be used at one time shall not exceed a total of 20 consecutive days, beginning with the first day that duties are not performed (including holidays and days on which the AET is not required to perform duties; in sections below, the counting of days follows the same procedure). If the period between two sick leave periods is less than 7 days, the two periods shall be taken as consecutive sick leave.

Section 3
Sick leave is to be paid.

Article 15: Special Leave

Section 1
Special leave shall be provided for the periods set out in the following items:

1. Bereavement Leave
Death of a parent, spouse, or child: a period of up to 10 consecutive days.
Death of a sibling or grandparent: a period of up to 5 consecutive days.

2. Marital Leave
Marriage of the AET: a period of up to 5 consecutive days.

3. Natural Disaster Leave
Damage to the AET's place of residence in the event of a natural disaster: the period the City deems necessary according to the degree of damage.

4. Commuter Transport System Failure Leave
Failure of the transportation system used for commuting as the result of an accident or other problem: the period until the transportation system failure has been resolved.

5. Pre-natal Leave
The requested period, from up to 6 weeks before a female AET's delivery due date (14 weeks for a pregnancy involving more than one child) until the date of delivery is reached.

6. Post-natal Leave
A period of 8 weeks counting from the day after a female AET has delivered a child. (Provided that at least 6 weeks have passed counting from the day after the birth, if the AET applies to return to work earlier and the AET is assigned to
duties that a doctor accepts as not being harmful to her, then the period after she returns is not counted as post-natal leave.)

7. Nursing Time
For a female AET who is the mother of a child less than 1 year 6 months of age: 2 times per day for up to 45 minutes each time.

8. Menstrual Leave
Days when a female AET is unable to work due to severe menstrual discomfort.

9. Other Leave
Any other time the Superintendent deems there is a special need, for the period of time the Superintendent deems necessary.

Section 2
Special leave is to be paid.

Article 16: Additional Leave

Section 1
Aside from the conditions of Article 15 Section 1 Items 5 and 6 above, if the AET, due to an illness (excluding the illnesses specified in Article 18 Section 1 below), injury, or other unavoidable reason is not able to perform duties for more than 20 consecutive days (including days on which the AET is not required to perform duties and holidays), the Superintendent may, upon application from the AET, put the AET on additional leave as deemed necessary.

Section 2
In the circumstances stated above, payment of remuneration during the period of additional leave shall be as specified in the following items.

1. When the AET is unable to perform duties due to illness sustained while performing duties, or injury sustained while performing duties, the AET's remuneration shall be paid in full during the period of additional leave.

2. When the AET is unable to perform duties for reasons other than those stated in Item 1 above, the remuneration shall be paid in full for the first 30 days of the period of absence, counting from the first day of the original leave. For the period from the 31st day to the 60th day, the AET shall be paid one half of the remuneration. For the 61st day, and any successive days, remuneration shall not be paid.
Article 17: Prosecution Leave

Section 1
If the AET is prosecuted for involvement in a criminal offense, the Superintendent has the authority to put the AET on prosecution leave.

Section 2
If the AET is put on prosecution leave according to Section 1 above, sixty percent of the remuneration shall be paid for the period of prosecution leave.

Article 18: Prohibition of Duties

Section 1
If the AET has a contagious disease or other illness as specified in the following items, the Superintendent may prevent the AET from performing duties:
1. The fear exists that the AET with a contagious disease is not taking measures to prevent the spread of the disease.
2. The fear exists that labor will significantly worsen a heart, kidney, or lung disease from which an AET suffers.
3. The AET 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 AET does not perform duties shall be regulated as in Article 16 Section 2 above.

Article 19: Procedure for Taking Leave and/or Additional Leave

Section 1
When the AET wishes to make use of leave as specified in Article 14 Section 1 and Article 15 Section 1 Items 1 through 4 above, the AET must apply and attain consent from the Superintendent before taking the requested leave, stating the number of days. The AET must also apply and attain consent for the special leave specified in Article 15 Section 1 Item 9, stating the number of days and the reason for taking the leave as well. However, if the AET, for unavoidable reasons, cannot apply beforehand, the AET must apply and attain consent from the Superintendent as soon as conditions permit.

Section 2
When the AET wishes to make use of the special leave specified in Article 15 Section 1 Items 5-8 above, the AET must apply to the Supervisor for the days requested. However, if the AET, for unavoidable reasons, cannot apply beforehand, the AET must apply as soon as conditions permit.

Section 3
If the AET intends to take sick leave or more than three consecutive days due to illness or injury, or to apply for additional leave, the AET must submit a medical doctor's certificate to the Superintendent. There are times when the Superintendent may deem it necessary and require the AET undergo an examination by a designated medical doctor. Furthermore, the Superintendent may deem it necessary that the AET submit a medical doctor's certificate, even if the AET takes leave equal to or less than three days.

Section 4
When a situation occurs which would be reason for additional leave according to Article 17 Section 1, or a prohibition of duties according to Article 18 Section 1, the AET must inform the Supervisor of the facts as soon as possible.

VI. Office Regulations and Restrictions

Article 20: Responsibility to Obey Work Order
The AET shall faithfully observe his/her superior's orders on matters pertaining to the performance of duties.

Article 21: Evaluation of Work Performance
The Superintendent shall conduct an evaluation of the AET's performance of official duties, based on a separate predetermined outline.

Article 22: Diligence
The AET shall devote his/her full working hours and occupational attention to the discharge of duties in these terms and conditions, except for cases specially provided.

Article 23: Conduct Restrictions
The AET shall not behave in a manner which would discredit or damage the
reputation of Kawagoe City.

**Article 24: Confidentiality**
The AET shall not reveal any confidential matters the AET comes to know while performing duties. Furthermore, this restriction shall continue to apply after the contract is completed or terminated.

**Article 25: Restrictions Against Involvement in Profit-Making Enterprises**
Without receiving the Superintendent's permission, the AET shall not become a member of the board of any organization, nor be employed by any party other than the City, nor become involved in any enterprise or business from which the AET receives remuneration, other than that of the City.

**Article 26: Religious Activities and Other Restrictions**
The AET shall not be involved in religious or political activities which are in any way related to his/her work duties.

**Article 27: Restrictions Against Operating Motor Vehicles**
Except for commuting, the AET shall not operate a motor vehicle for duty-related matters without the permission of the Superintendent.

**VII. Discipline**

**Article 28: Disciplinary Action**

**Section 1**
If any situation specified in the following items occurs, the Superintendent may discipline the AET by means of suspension, reduction of remuneration, and/or admonition.

1. Violation of Japanese Constitutional Law, other Japanese regulations, or the terms and conditions specified herein.
2. Behavior inappropriate to the duties of an AET.
3. Unsatisfactory performance of duties by the AET.

**Section 2**
The meaning and result of the disciplinary actions specified above shall be
interpreted as specified in the following items:

1. **Suspension**
   The AET shall be prohibited from performing his/her duties for a designated period of up to seven days, and remuneration will not be paid for this period.

2. **Pay Reduction**
   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 the monthly remuneration.

3. **Admonition**
   The AET shall be admonished in writing concerning the conduct in question.

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**VIII. Local Public Service Accident Compensation Ordinance, etc.**

**Article 29: Local Public Service Accident Compensation**
If an AET sustains a casualty (herein defined as injury, illness, physical disorders, or death: the same definition applies below) while performing public service duties or while commuting, the AET may receive compensation according to the regulations established for the Workmen's Accident Compensation Insurance Law (Showa Year 22 Law #50), or the Local Public Service Accident Compensation Ordinance for non-regular employees.

**Article 30: Compensation for Non-duty Related Casualty**
The Superintendent shall, by contracting for a personal injury insurance policy, consider compensation for the AET if a casualty is sustained during a period other than performance of duties of commuting periods.

**Article 31: Local Resident AET Specifications**
In addition to the items specified in these terms and conditions, work duty specifications decided in a separate agreement shall also apply to the Local Resident AET.

**Article 32: Exemptions**
The Local Resident AET is exempt from Article 6 Section 5, Article 9,
Article 9-2, Article 16 to 19, Article 27 and Article 30.

Note
These terms and conditions are effective as of August 1, 2004.

Note
These terms and conditions are effective as of April 1, 2011.

Note
These terms and conditions are effective as of April 1, 2012.