



# National Association of Temple Educators

AN AFFILIATE OF THE UNION FOR REFORM JUDAISM

אגודת המחנכים ליהדות רפורמית

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## CONTRACT SAMPLER FOR EDUCATORS

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We gratefully acknowledge the Central Conference of American Rabbis for granting us permission to adapt language from its *Rabbinic Contract Sampler* for use in this *Contract Sampler for Educators*.

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**DISCLAIMER**

The National Association of Temple Educators, through its Contract Sampler Committee, has collected a number of educator contracts and has categorized their clauses by appropriate subject headings. This collection of contractual clauses represents a range of opinions for consideration by educators and congregations when conducting their own discussions.

NATE expressly disclaims responsibility for the use of any particular clause(s) contained in this document.

Users of this “Contract Sampler for Educators” are reminded that state laws vary as to their requirements regarding language that needs to be part of contracts. There may be tax consequences related to some of the provisions included herein. No one clause is best for all situations.

One should always consult his or her own financial and legal advisors as contract discussions proceed.

This “Contract Sampler for Educators” contains clauses collected from a number of contracts between educators and congregations currently in use and considered to be helpful. In no way is it presented as a “Model Contract.” Clearly, there is no singularly appropriate model since there are so many different situations as well as specific statutes and court rulings governing contracts. The inclusion of any clause should not be taken to mean that such a clause would be appropriate for all situations.

Rather than endorsing the use of specific language, therefore, the National Association of Temple Educators is simply making available language which has been developed for contracts in a variety of circumstances and conditions.

It is important to note that different state and local laws and statutes may be in effect in particular areas. It is therefore advisable that educators have a knowledgeable and local employment law attorney review their contracts.

Where the term “Congregation” is used it should be understood that the terms “agency”, “institution” or “organization” can be substituted. “Congregation” has been used inasmuch as the document *Guidelines for Educator-Congregational Relationships* (also known as “The Blue Book”) adopted and published by the URJ, CCAR, and NATE uses “Congregation.” NATE certainly recognizes that its members serve in a variety of situations other than as congregational educators.

It is recommended that educators have incorporated into the By-Laws of their congregations as well as their contracts a commitment to abide by the provisions in the abovementioned *Guidelines for Educator-Congregational Relationships* (the “Blue Book”), adopted and recommended by the URJ, CCAR, and NATE.

Rather than giving specific amounts or durations found in contracts, the rubrics \$\$\$, \_\_\_\_, ### are used. Specific figures would need to be seen within the context of an entire contract and often reflect other provisions.

*Finally, educators should be mindful of the tax implications for each benefit they receive that is in addition to their salary, such as car allowance, payment of school loans, etc. It is very likely that they may be required to pay additional taxes for these benefits when they file their tax returns. This could result in a larger tax payment than they may have anticipated. It is therefore important that educators consult an accountant for proper tax planning in order to insure that they have made proper deductions to avoid any penalties.*

## I. INTRODUCTION AND PREAMBLE

A. This Covenant is made and entered into by between Congregation XXX and Educator XXX. In accepting the terms of this covenant, Educator XXX and Congregation XXX agree to faithfully fulfill their responsibilities and obligations to each other.

B. It is agreed that the Educator will be subject to the Constitution of Congregation XXX and the policies established by the Board of Directors of Congregation XXX. It is agreed that Congregation will commit itself to support Educator and his/her programs.

C. The relationship between Congregation and Educator is a covenant through which each party undertakes the obligation of working together for the betterment of the Congregation, the Jewish People as Reform Jews, and in service to God. Every reasonable effort shall be put forth to make this covenant an enduring one.

D. Educator and Congregation agree to follow the principles set forth in the *Guidelines for Rabbinical Congregational Relationships* (the "Blue Book") of the Union for Reform Judaism, Central Conference of American Rabbis, and the National Association of Temple Educators

## II. TERM OF AGREEMENT

A. The term of the agreement between Congregation and Educator shall begin on (date) and will end on \_\_\_\_\_ (date).

*(Both parties should give sufficient thought to the length of the contract. A longer contract provides more security and stability, while a shorter contract provides more flexibility should either party decide to end the relationship. Of importance is that a contract with a longer term should provide for appropriate annual raises and periodic adjustments.)*

B. Upon expiration of the term of this contract, the contract will continue from year to year unless either party provides written notice at least six months before the expiration of the then current term. If neither the Educator nor Congregation gives such notice, this agreement shall continue on the same terms and conditions, provided that the Educator shall be entitled to a raise in compensation which shall be no less than \$\_\_\_ (or \_\_\_%) for each successive year after the expiration of the original contract term.

C. The Congregation employs the Educator and Educator agrees to continue and does continue in the employ of the Congregation until his/her voluntary retirement, in the same capacity in which the Educator has been serving the Congregation since XXX (date).

*(This provision would only apply when the Educator is given tenure)*

**For the recommended timetable regarding the negotiating process, please see the *Guidelines for Educator-Congregation Relationships (the "Blue Book")*, adopted and recommended by the URJ, CCAR, and NATE.**

### III. DUTIES

A. Educator shall serve as the educational director of the congregation and shall perform all customary and usual duties of an Educator of a Reform congregation of the Union for Reform Judaism.

B. Educator shall be the supervisor of the Religious School staff and is responsible for all curriculum within the Religious School. The Educator shall be responsible for hiring and termination of the Religious School staff after consultation with the President, school committee chair, or other individual designated by the Board.

C. Educator shall be entitled to attend all meetings of the Board, the Executive Committee and the Congregation.

D. Educator shall be entitled to attend all meetings of the Religious School Committee.

E. The Educator shall have the privilege of interviewing certain potential employees of the congregation such as the Rabbi(s), Early Childhood Director, Youth Group Advisor, Cantor, Librarian and/or Secretary and then make known his/her recommendations to the Search Committee for the appropriate employee.

F. The educator shall be encouraged to collaborate and partner with the other leaders of the congregation, both lay and professional

G. The Educator may participate in such activities outside of the Congregation at his/her discretion, in consultation with the Executive Committee and/or Senior Rabbi.

H. In cases where the Educator is a member of the clergy, s/he shall be entitled to function as such within the congregation after consulting with the President and/or Executive Committee and/or Senior Rabbi.

For other models of the job description of the educator, please visit the NATE website,  
[www.natenet.org](http://www.natenet.org)

**IV. COMPENSATION AND BENEFITS**

**A. SALARY**

1. Congregation shall pay Educator an annual salary in the amount of \$\_\_\_\_\_ during the first year of this contract, beginning on \_\_\_\_ 20\_\_\_. Salary shall be paid to Educator in equal bi-monthly installments.

2. Congregation shall pay Educator an annual salary of \$\_\_\_\_\_ during the second year of the contract, beginning on 20\_\_.

3. Congregation shall pay Educator an annual salary of \$\_\_\_\_\_ during the third year of the contract, beginning on 20\_\_.

*(or)*

The Congregation shall review the Educator's salary annually for the purpose of determining a merit increase in addition to any cost-of-living increases. Cost of living increases shall equal the Consumer Price Index (CPI) including any increases in the CPI from the date of Educator's last raise.

4. The annual salary shall not be decreased by the amount or cost of any other benefits which Educator shall receive or which are listed in this contract.

**B. VACATION**

1. Educator shall be entitled to an annual vacation of \_\_\_ weeks per year with full pay and benefits.

2. Educator shall be entitled to \_\_\_ weeks of vacation beginning in the \_\_\_ year of employment with Congregation and \_\_\_ weeks beginning in the \_\_\_ year of employment.

3. Educator will arrange for coverage of his/her duties during vacation periods.

4. Unused vacation time may be carried over from year to year.

5. In computing the number of days of vacation, all days shall be counted except that if the final day of any time period falls on a Saturday, Sunday, holiday or bank holiday, the final day shall be deemed to be the next business day thereafter.

### **C. PENSION**

1. The Congregation shall make annual (or quarterly) contributions on behalf of Educator to the Reform Pension Plan administered by the Reform Pension Board (or to another mutually agreed upon plan) in the amount of 15 % of Educator's annual salary. The contributions shall be made no later than \_\_\_ (month) of each year if contributions are made annually.

2. The percent of contribution shall be based on the total compensation (i.e. salary and parsonage, if applicable) paid to Educator.

*(or)*

2. *The Percentage of contribution shall also be based on the amount paid by Congregation to the Educator as a reimbursement for Social Security tax.*

3. Educator may make additional payments to his/her pension fund. Such payments shall not reduce the obligation of Congregation to make the contributions required under this contract.

### **D. HEALTH INSURANCE**

1. Congregation shall provide health insurance to, and pay all related costs and premiums for Educator and for Educator's dependent family for the duration of the agreement with no charge to the Educator.

2. Health insurance shall include coverage for Major Medical expenses, hospitalization, mental health care, short-term rehabilitation, and prescription drugs.

3. Dental care insurance and visual care insurance shall be provided for Educator and his/her family dependents if it is provided to other employees of Congregation.

4. Should Educator elect for coverage available to him/her under a plan provided for his/her spouse by spouse's employer, Congregation shall pay the cost for that portion of the premium which the spouse would otherwise have to pay for including Educator and his/her dependents on the spouse's health insurance plan.

### **E. LIFE INSURANCE**

Congregation shall pay for life insurance for Educator in an amount equal to \_\_\_ *(four times)* the Educator's annual salary *(or an amount equal to the maximum salary Educator will receive in the last year of this contract).*

**F. LONG TERM DISABILITY INSURANCE**

1. Congregation shall pay the appropriate premium to the Reform Pension Board to provide Educator with long term disability insurance (salary continuance insurance).

(or)

1. Congregation shall provide Educator with long term disability insurance and pay for all premiums for long term disability throughout Educator's employment.

2. The long term disability plan provided by Congregation shall provide for a waiting period of not more than 90 days before disability payments are to be paid to Educator and shall include automatic cost of living increases during the period of disability.

**G. MALPRACTICE INSURANCE**

Congregation shall provide Educator, individually or through its own plan, with malpractice insurance, if applicable, and pay for all associated premiums.

**H. CONVENTIONS ALLOWANCE**

1. Congregation shall reimburse Educator for all reasonable expenses incurred in attending national and regional conventions or conferences of URJ and NATE [or other professional development opportunities attended at the discretion of Educator.]

2. These expenses include costs of attending the convention, airfare, hotel, meals, and transportation to and from the airport and hotel. The Educator must provide receipts to the Congregation for all expenses.

3. The convention allowance and related costs to be paid to Educator shall not exceed \$\_\_\_ for each year of the employment contract unless otherwise agreed to by the Congregation.

4. Any unused portion of the maximum convention allowance may be carried over by the Educator to following year.

(or)

If Educator does not use all of his/her convention allowance allotted during any year of the contract, the unused portion shall either be paid to Educator and constitute additional taxable income for that year, or may be carried over to the next year of the contract at the option of the Educator.

5. Time spent in attending any URJ or NATE conference/convention shall not be counted as part of vacation time.

**I. USE OF VEHICLE AND CAR ALLOWANCE**

1. Congregation shall provide Educator with the use of an automobile during the life of this agreement.
2. The automobile, bought or leased, will be replaced every (three/four) years.
3. The monthly payments on the lease or car loan shall not exceed \$ \_\_\_\_.
4. Congregation will pay all automobile expenses. The usage of the automobile for personal and commuting purposes are to be calculated on a quarterly basis and will be regarded as additional compensation.

**J. DISCRETIONARY FUND**

1. Congregation shall establish an Educator's Discretionary Fund to receive donations to the Congregation earmarked for that purpose.
2. Educator will have final authority to determine how proceeds will be spent, provided that use of these funds will be for charitable, cultural, educational or community-oriented purposes in connection with the activities of the congregation and religious school.
3. Any investment of principal of the Educator's Discretionary Fund shall be made by an investment committee of the Congregation.
4. Upon termination of this agreement, any remaining balance in the fund shall be administered by the Educator's successor.

**K. DUES TO PROFESSIONAL ORGANIZATIONS**

Congregation shall pay Educator's membership dues to NATE and any local educational organization. Congregation shall pay dues or reimburse Educator for such other dues as approved in advance by the appropriate officers or board of the Congregation.

**L. EDUCATION LOAN ALLOWANCE**

1. If Educator has any outstanding educational loans, Congregation will pay the monthly or quarterly installments on such loans directly to the institutions to which such loans are due.
2. The aggregate amount of such loans to be repaid by the Congregation will not exceed \$ \_\_\_\_.

**M. MATERNITY / PATERNITY / FAMILY CARE LEAVE**

1. Educator shall be entitled to paid maternity / paternity leave for a period of ### months for either the birth or adoption of each child.

2. Educator shall also be entitled to paid family leave for a period of ### months/weeks. The paid family leave shall be in addition to any paid maternity leave to which Educator is entitled but may not be used to extend maternity or paternity leave except where the infant requires medical care or hospitalization beyond what is normally provided for a healthy newborn infant.

3. The Educator shall be entitled to an additional 12 weeks of unpaid leave pursuant to the terms of the Family Medical Leave Act once Educator's paid leave has been exhausted. Educator shall be entitled to the additional 12 weeks of unpaid leave after working 12 months for Congregation. The 12 weeks of unpaid leave shall apply regardless of whether Congregation employs 40 or more employees.

4. Educator shall, whenever possible, plan for the continued functioning of the programs of Congregation during his/her absence for maternity / family leave.

**N. MEDICAL EXAMINATION**

Congregation will pay the cost of an annual physical examination for the Educator if this examination is not otherwise paid for by Educator's health insurance, or if the deductible has not been met as of the time of the examination.

**O. MOVING EXPENSES**

1. Congregation shall reimburse the Educator for reasonable moving expenses incurred if Educator is required to relocate to work for Congregation. Reasonable expenses shall include: moving household and office possessions of the Educator and his/her family by a professional moving company; travel costs for the Educator and his/her dependent family; cost of temporary local housing and meals while waiting for permanent housing; and cost for rental of a car if Educator's car is being shipped until Educator's car arrives.

2. The Congregation shall reimburse Educator for any expenses incurred for any house-hunting visits to congregation's community, up to a maximum of \_\_ visits.

3. The Educator shall obtain at least two written estimates for moving expenses from reputable, professional, insured and bonded moving companies and choose the most economical. The Educator shall provide the Congregation with receipts for all expenses to be reimbursed.

**P. PROFESSIONAL EXPENSE ALLOWANCE**

1. Congregation shall reimburse Educator for reasonable expenses incurred for the benefit of the Congregation including:

Auto expenses; Travel expenses including mileage, tolls, meals, and lodging; Entertainment relating to the Educator's responsibilities as the Educator of the Congregation; and Continuing Education.

2. All Expenses in excess of \$\_\_\_ shall be approved in advance by the president of the Congregation or such other officer as may be designated by Congregation. Reimbursement will be made after invoices, statements or other evidence of expenses is provided.

**Q. TUITION AND COSTS FOR EDUCATOR'S CHILDREN**

Educator's dependent children may be enrolled in any school, program, activity or youth group of the Congregation without cost to Educator. This shall include, but not be limited to, religious school, day school, or pre-school run by the Congregation.

**R. STAFFING URJ SUMMER CAMPS**

1. Congregation will allow the Educator ### week/s in each year to serve on the staff or faculty of a URJ-sponsored or similar camp.

2. No deduction in salary, vacation or benefits is to be made for the period of time the Educator spends at camp.

3. Time unused shall not accumulate from year to year.

4. The Educator is to be/not to be reimbursed by Congregation for expenses incurred in attending (or serving on the staff of) such camps.

**S. TOURS TO ISRAEL**

The Educator shall be entitled to # week/weeks each year to lead a tour to Israel or other religiously oriented tours in which the Educator acts in a professional capacity. Time spent on these tours shall not be considered vacation time.

**T. MILITARY DUTY AND JURY DUTY**

1. The Congregation will allow Educator # weeks for active military duty. No deduction in compensation or benefits is to be made for the period of time the Educator spends in military duty and time served shall not be considered vacation time.

2. There shall be no deduction in compensation, benefits or vacation time if Educator is required to serve on a jury.

## U. SUPPLEMENTARY COMPENSATION COMPONENTS

1. The Congregation shall provide assistance for college tuition fees of the Educator's dependent children as follows: \_\_\_\_\_ (*loans, grants, etc.*)
2. The Congregation shall provide the following assistance for the Jewish day school tuition fees of the Educator's dependent children:
3. The Congregation shall provide the following assistance for the URJ summer camp fees of the Educator's dependent children:
4. The Congregation shall pay \_\_\_\_\_% of the Educator's federal self-employment tax

## V. SABBATICAL LEAVE

1. For each # (e.g. seven) years that the Educator is employed by or works for the Congregation, Educator shall be entitled to a Sabbatical leave of \_\_\_ months.
2. During those years when *Rosh Hashanah* occurs on September 29th or later, the Educator will be granted an additional vacation month, considered as a Sabbatical.
3. During each Jewish leap year, the Educator will be granted a \_\_\_ week of sabbatical away from educational duties or a single # (e.g. six) month sabbatical.
4. The Educator shall be entitled to a # (e.g. six) month sabbatical leave of absence in the # (e.g. eleventh) year of service. In recognition of # (e.g. eighteen) years of service to the Congregation, Educator shall be granted a sabbatical leave of ## (e.g. 60) years/months with full pay and benefits. The Educator shall be granted this leave every # (e.g. seven) years thereafter.
5. # (e.g. six) months of sabbatical leave shall be at full pay with all benefits being maintained. A # (e.g. twelve) month sabbatical shall be at # (e.g. % salary)
6. Unused Sabbatical may/may not be paid to Educator if the Educator severs employment. If the Congregation severs employment, the Educator shall be paid \_\_\_\_\_ months/weeks of accrued sabbatical leave which Educator has not used for every year of employment.
7. The President and/or Rabbi of the Congregation will coordinate the timing of Sabbatical Leaves.
8. At least two months of each sabbatical leave must be taken during June, July August or September, but may not include the beginning of school and the High Holy Days.
9. Sabbatical Leave may be taken at one time or may be divided into shorter periods of time at the option of the Educator but may not be taken in increments of less than # (e.g. six) weeks.

10. The Educator shall forego vacation leave during those years in which a Sabbatical is taken.

11. Time allowed for leading a congregational tour of Israel shall not be granted during a Sabbatical leave.

12. The purpose of a Sabbatical leave will be for enrichment, study or for other broadening experiences likely to benefit the Educator and the Congregation. Sabbatical leave may not be used for the purpose of engaging in gainful occupation or study for another profession unless mutually agreed to by Congregation and Educator.

13. Expenses up to \$\$\$ for each Sabbatical shall be paid by the Congregation.

14. The Educator shall make all reasonable efforts to assure that all required educational functions be performed for the Congregation during his/her sabbatical leave.

15. Sabbatical leave is provided on condition that Educator remains employed with the Congregation for at least one year following the return from leave.

16. Educator shall request Sabbatical leave sufficiently in advance to permit the Congregation and Educator to make reasonable efforts to secure a substitute.

#### **W. SICK LEAVE**

1. Educator shall be entitled to \_\_\_\_\_ paid sick days per year in addition to his/her vacation time and paid family leave.

*(or)*

1. Congregation agrees to continue paying the Educator his/her salary and benefits in the event that Educator becomes ill until such time as the Long Term Disability Insurance commences payment to the Educator. Congregation may request a medical note from Educator's physician or other health care provider if Educator has been unable to work for more than five consecutive days.

#### **IV. OFFICE AND SUPPORT STAFF**

The Congregation will provide suitable office space and clerical support as is customary and necessary.

#### **V. OUTSIDE COMMITMENTS**

The Educator may participate in such activities outside of the Congregation at his/her discretion, in consultation with the Executive Committee.

## VI. SEVERANCE PAY

1. Educator shall be entitled to severance pay from the Congregation if Congregation does not renew the employment agreement. Educator shall be entitled to \_\_\_ weeks/months of severance for each year of employment. Educator shall not be entitled to severance pay if Congregation fails to renew the contract because Educator has been guilty of gross misconduct, willful neglect, or where there is other just cause for termination as determined by a majority vote of the Board of Directors for the Congregation.

2. If Congregation terminates this agreement without just cause, the Educator shall be entitled to receive severance pay equal to the monthly salary he/she is receiving at that time. Congregation shall make these monthly severance payments to Educator for a maximum of 12 months or until such time as the Educator begins a new full-time position.

## VII. TERMINATION

A. This contract shall be subject to termination for just cause, gross misconduct or willful neglect of duty as determined by a vote of no less than 2/3 (or) \_\_\_ % of the total voting membership of the Board and/or by a majority vote of the Congregation.

1. Educator shall be given no less than # (e.g. 30) days advance written notice of any Board meeting at which such matters are to be discussed. The notice shall accurately and fairly summarize all charges and reasons supporting Educator's proposed termination. Educator shall be entitled to present a detailed written and verbal response to the Board and to the Congregation prior to any vote being taken on the decision to terminate. Educator shall be entitled to present his/her response through a representative of his/her choice before the Board.

2. The notice of termination to Educator shall be in writing and shall state in detail all reasons relied on for the proposed termination.

3. "Just Cause" shall mean a determination by the Board that there is a willful and continued failure to substantially perform the material duties of an Educator where such failure is materially injurious to the Congregation and which failure continues for at least \_\_\_ (e.g. 45) days after written notice of said failure has been given by the Board to the Educator.

"Just Cause" shall not include a disagreement with the Educator relating to religious rituals or observances, honest differences of opinion in curriculum or teaching methods, or the content of any sermon.

B. The Educator's full compensation package shall continue in effect during the period following any notice of termination of this agreement until the decision to terminate has been approved by the Board and the congregation.

C. The Congregation agrees to abide by the *Guidelines for Educator-Congregational Relationships* of the Union for Reform Judaism, Central Conference of American Rabbis, and NATE with regard to any decision to terminate Educator.

D. If the Educator decides to terminate the agreement prior to the expiration date of this agreement or decides to retire, Educator will give the congregation at least # (e.g. six) months/one year advance notice.

1. Until written notice is given the Educator will not consider employment elsewhere.

E. If the Congregation fails to perform any of its material duties and obligations under this agreement, including but not limited to any failure to maintain in full effect any of the insurance or pension plans required by the agreement, or fails to pay the Educator's compensation and/or parsonage for # (e.g. one/two) consecutive months, or interferes with or prevents the Educator from performing his/her duties under this agreement, the Educator may terminate the agreement with two weeks written notice.

F. This agreement shall automatically terminate in the event of the dissolution, bankruptcy or insolvency of the Congregation.

G. If Educator has been given Life Tenure, his/her employment may only be terminated in the following sequential manner:

1. A motion of "no confidence" in the Educator and approving termination of the agreement shall be made at a meeting of the Board. This motion must receive an affirmative vote of 2/3 of those Board members present and voting.

2. If the motion is brought again before the Board, not less than two nor more than four months from the first vote, and the "no confidence" motion again receives affirmative votes of not less than 2/3 of the Board present and voting, the motion shall be presented at a regularly scheduled or special meeting of the Congregation within not less than 45 days or more than 75 days after the second vote.

3. If a majority of the members present and voting vote to approve the "no confidence" motion, the agreement and life tenure appointment shall terminate as of the conclusion of the vote.

## **VIII TERMINATION OF EDUCATOR BASED ON PHYSICAL OR MENTAL DISABILITY**

A. If the Congregation should decide that Educator may be physically or psychologically disabled and unable to perform his/her duties, **and** Congregation has reasonable grounds for believing that Educator is disabled, Congregation may request that Educator submit to a fitness for duty examination.

1. The examination shall be performed by a Board-certified physician who specializes in the area of medicine relevant to the Educator's suspected disability, or by a licensed mental health professional. The cost of the examination shall be paid by the Congregation.

2. The physician or mental health professional shall submit a detailed report supporting any finding of disability to the President (or other Board members agreed to by Educator), and to the Educator. The report shall be kept strictly confidential by all parties.

B. If the Educator disputes or disagrees with the findings of the physician or mental health professional selected by the Congregation, Educator may obtain a report from a Board-certified physician or mental health professional of his/her own choice. If the Educator's report contradicts the findings of the Congregation's physician or mental health professional, Educator shall provide a copy of the report to the president (or other Board members agreed to by Educator), who shall keep said report confidential.

C. If the president or Board remain convinced that the Educator is disabled, despite the findings of the Educator's report, the matter shall be submitted to a third Board-certified physician or mental health professional chosen by the mutual agreement of the Congregation and Educator, or by agreement of the Congregation's physician and Educator's physician. The cost of the independent physician shall be shared equally by Educator and Congregation.

D. The Educator may be suspended from duty with full compensation pending the decision of the independent physician or mental health professional if Congregation or Educator deems this to be necessary for the health and safety of the Educator, students, or Congregation.

## **VIII. DISPUTE RESOLUTION**

A. Disputes over allegation of "just cause" for contract termination or any other provision of this contract shall first be addressed between the Congregation and the Educator. If a mutually satisfactory resolution is not achieved, the dispute, upon mutual agreement, shall be submitted to the procedures and processes of NATE.

B. If a satisfactory resolution is still not achieved, either party may submit such dispute for resolution to the American Arbitration Association to be decided by an arbitrator. The cost of arbitration shall be divided (equally) between the parties but each party shall pay its own attorney fees. Judgement upon the award rendered may be entered upon the records of any court having jurisdiction thereof.

C. The arbitrator shall be chosen from a list of 11 arbitrators submitted by the American Arbitration Association. If the Congregation and Educator are unable to mutually agree on an arbitrator, Educator and Congregation shall each take turns striking a name from the list provided by the AAA until only one name is left. The rules of procedure and evidence of the American Arbitration Association shall apply.

D. Educator shall be afforded a full opportunity to present his/her views rationales, perspectives and justification for his/her activities at each stage of the process.

E. Educator shall receive full compensation and benefits until the dispute resolution is completed.

**IX. POST-RETIREMENT BENEFITS**

A. If the Congregation is responsible for making retirement payments to Educator, Congregation shall make annual Cost of Living adjustments to the Educator or his/her surviving spouse. The cost of living increases shall be based on the following: (e.g. consumer price index increases, rate of inflation etc.).

B. Congregation shall provide Educator with a travel allowance to attend conventions in a manner consistent with his/her attendance during the preceding 3 years of active employment with the Congregation.

C. Educator shall select his/her retirement plan. At least two years before retirement, in consultation with the Board, the Educator shall select the form or option of payment offered by the Reform Pension Board, if applicable. The Educator shall notify the Reform Pension Board of his/her choice, if applicable.

D. Upon retirement the Educator, shall be paid any Deferred Compensation for services rendered prior to retirement.

E. After the Educator retires the Congregation will continue to maintain health insurance for the Educator and/or his/her dependents.

F. After retirement, the Congregation shall provide the Educator with office space of reasonable quality and quantity, and secretarial assistance at least \_\_\_ (e.g. three) days per week if desired by the Educator.