

The USCJ Guide to Contractual Relations

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The United Synagogue of Conservative Judaism
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The USCJ Guide to Contractual Relations

Introduction

Section 1: This Guide to Contractual Relations (The Guide) is published by the Committee on Congregational Standards (Standards Committee) of United Synagogue of Conservative Judaism (USCJ) to assist member congregations in forming, maintaining and terminating contractual relationships with clergy and other professional staff. Earlier versions of The Guide (then known as "A Guide to Congregational Standards") were published in 1952, 1971, 1976 and 1991.

Section 2: In relating to its clergy and professional staff, and in the proper performance of their functions, the synagogue has many relationships, inspired by Jewish tradition and values. At all times these values, including *kavod HaRav* (honoring the position of rabbi/hazzan), *derekh eretz* (respect for the professional), *kavod ha-briyut* (honor due to another human being), and *b'tzelem Elohim* (created in the spiritual image of the Divine) should be consonant with the basic tenet that the synagogue teaches by example as well as by precept. The contractual relationship between a congregation and its clergy and other members of its professional staff is one that should be marked by observance of the agreement between the parties and of the spirit of *tzedek* (righteousness), *mishpat* (justice), and *p'sharah* (compromise) in which Judaism has resolved human problems throughout the ages. This Guide is intended to reflect current consensus "best practices," consistent with Conservative Jewish laws and tradition, and the purposes, mission and values of the USCJ, and is promulgated with the intention that such practice will be followed when feasible by USCJ member congregations. However, it cannot be overemphasized that The Guide is **not legally binding on any congregation, clergy or staff member unless, and to the extent that, its provisions are expressly incorporated in a written agreement between the congregation and a member of its clergy or other professional staff.**

Section 3: Any conflicts between The Guide and the USCJ Standards for Congregational Practice (The Standards) are to be resolved in favor of The Standards.

Section 4: As used in The Guide, the following words are used interchangeably: "congregation" and "synagogue"; "cantor" and "hazzan". Unless the contrary is clear from the context, the term "professional staff" includes (but is not limited to) "rabbi," "associate rabbi," "assistant rabbi," "cantor/hazzan," "clergy," "executive director," "synagogue administrator," "educational director," "principal," "head of school," "family educator," "program director," "early childhood (nursery) director" and "youth director". References to the USCJ "Regions" include the "Districts" into which the Regions are to be reorganized.

Section 5: In preparing this edition of The Guide, the Standards Committee is mindful of the fact that the different roles played by different professionals within the synagogue often require different contractual treatment, as reflected in the varying contractual models which

have been developed in prior years. While every effort has been made to address common issues in a consistent manner, those differences which appear to be rooted in role differentiation or the product of long-time institutional consensus have been maintained, subject to periodic review by the constituent arms of the Movement. Nevertheless, in the view of the Standards Committee all contracts should address the understanding of the parties with respect to the contract elements outlined in the Checklist of Potential Contract Elements included in this Guide as Appendix I, and in those instances where the parties agree that a particular element is not to be provided for, that fact should be stated with particularity in order to avoid ambiguity or doubt.

Section 6: Each member congregation is encouraged to participate in regional compensation surveys whenever requested to do so, and should contact its Regional USCJ Office for available compensation survey data whenever negotiating a contract or contract renewal. (Note: such data is often available only to congregations which have participated in the survey.)

Appendix I
Checklist of Potential Contract Elements

I. Items of Compensation

- A. Base Salary
- B. Annual Increases (for multi-year contracts)
- C. Bonuses
- D. Relocation Allowance
- E. Severance

II. Term

- A. Start Date
- B. End Date
- C. Definition of Termination for "Cause"
- D. Renewal Process
 - i. Date by which Congregation gives notice of desire to renew
 - ii. Date by which Professional responds
 - iii. Date by which negotiations are to be completed
- E. Early Termination by Professional

III. Benefits

- A. Vacation
- B. Sick Leave
- C. Personal/Family Leave
- D. Bereavement/Shiva Leave
- E. Health Insurance
- F. Provision for incapacity (long-term and short-term disability insurance)
- G. Retirement Benefits (401K, Joint Retirement Board Annuity, etc.)

IV. Professional Development

- A. Attendance at Conference (Attendance not charged to vacation: stipend to cover fee)
- B. Professional Dues
- C. Continuing Education - - Courses/Books/Software
- D. Evaluation/Assessments
- E. Mentoring Committee

V. Miscellaneous

- A. Reporting/Organizational Chart
- B. Job Description (attached to contract if possible)
- C. Office Support
- D. Computer/Laptop
- E. Complimentary Membership/Education/Attendance at events for family
- F. Family eligibility for scholarships.

G. Conflict resolution: mediation (recommended) and arbitration (mandatory) through USCJ process.

Article 1 – General Provisions

Section 1. Engaging Clergy & Professional Personnel:

- A. In order to maintain proper dignity and standards, the congregation and the professional should follow the procedures of the Joint Placement Commission established for that profession, or other agency affiliated or otherwise allied with USCJ, to fill any vacancy that may occur.
- B. Neither the congregation nor the professional should place advertisements in the media.
- C. Negotiations should be conducted in good faith. A written agreement between the congregation and the professional, enforceable under local secular law, is recommended. Since a written agreement is a legal document, the congregation and the professional are urged to seek legal counsel in the negotiation and in the execution of the agreement.
- D. Whenever feasible, the written contract should be in the form of the model agreement for the professional provided in this Guide. Alternatively, the written contract should address at least all of the items covered by the model agreement. For further information, the congregation should contact the Regional or Central USCJ office to request the appropriate model agreement.
- E. Notice regarding the renewal (or non-renewal) of contracts should be given in a timely and proper manner. Extension agreements and renewal contracts should likewise be set forth in writing.

Section 2. Income Taxes, Social Security, Self-Employment and Retirement Plans:

- A. The congregation and the professional should fully participate in retirement plans that may be available, such as the Joint Retirement Board.
- B. The congregation should review “Income Tax Reporting For Clergy” (http://www.uscj.org/Tax_Reporting_for_CI5663.html), as from time-to-time updated, and consult its own legal and tax advisors.

Section 3. Severance:

- A. Every congregation should provide for severance payments in accordance with the model agreement pertaining to the clergy or other professional staff member with whom it is contracting.
- B. All contracts should include an express statement of whether, and under what circumstances, the clergy or other member of the professional staff is or may be entitled to severance upon either (a) termination and/or (b) non-renewal, and if so, in what amount(s) and upon what terms.

- C. Except in cases of voluntary retirement at the end of a contract term, non-renewal should be deemed termination without cause.
- D. In those instances where deferred compensation or other benefits or terms are agreed upon in lieu of severance, the contract should so state. However, before entering into deferred compensation arrangements, the parties should review the applicable provisions of the Internal Revenue Code and Regulations and consult with their attorneys and tax advisors.

Section 4. Multiple Roles:

In those instances in which a professional is engaged to fill multiple roles, such as assistant rabbi and religious school principal, the contract should include all provisions relevant to both roles, with appropriate adjustment for overlapping, such that duplication of responsibility, compensation, vacation and other fringe benefits is avoided. In such circumstances, the parties' mutual understanding as to the time to be devoted to each role should be expressed in the contract with reasonable definiteness.

Section 5. Shared Fundamental Assumptions:

All contracts are based on certain shared fundamental assumptions, such as (by way of example and not limitation) size or growth of membership, number of students enrolled in religious school, dues collections, or amounts of fundraising. Whenever the ability of either or both parties to fulfill their obligations is dependent upon the accuracy of such assumptions, they should be specified in the contract document and a remedy provided in the event the assumption proves incorrect, with or without fault on the part of either or both parties.

Section 6. Period Review And Assessment:

Contracts should provide for joint periodic review and evaluation of job performance and professional growth based on agreed-upon standards. Congregations should refer to the current version of the USCJ Standards Committee guidelines for "Review and Assessment of Congregational Professional Staff Leadership," which may be accessed via the USCJ website.

Section 7. Personnel Manual:

Every congregation should promulgate a personnel manual setting forth the standards of conduct and policies of general application of the congregation. All contracts should incorporate the provisions of such a personnel manual by reference. Congregations needing a sample personnel manual to work from should contact their regional office and arrange to review the then-current USCJ Personnel Manual. Sample policies are also available on the USCJ website, such as the *Guidelines for Policy Against Harassment*.

Section 8. Shiva Policy:

- A. Every congregation should promulgate a policy on shiva leave.
- B. Clergy and staff should be relieved of all duties and granted fully compensated leave (not chargeable against vacation or personal days) for any period of shiva for a parent, sibling, spouse or child.
- C. Clergy and staff should consult with lay leadership regarding any period of shiva for the parent or sibling of a spouse. Whenever feasible, clergy and staff should be granted fully compensated leave (not chargeable against vacation or personal days) for the purpose of attending and supporting their spouse during such a shiva, taking into account all relevant factors including but not limited to the circumstances of the death, the location of the shiva, and the reasonable needs of the congregation.

Section 9. Adjudication of Controversies:

- A. All contracts should include provisions for (i) internal mediation and/or grievance resolution, (ii) informal mediation by the regional or central USCJ staff, in cooperation and consultation with the professional's organization, and (iii) formal mediation and arbitration of all disputes, in a "broad form arbitration clause" enforceable under local secular law and substantially in the language set forth in the Model Rabbinic Engagement Agreement included in this Guide.
- B. Mediation and arbitration under the auspices of the USCJ Committee on Congregation Standards is strongly encouraged. The Committee provides free, high quality, historically successful dispute resolution services by trained professionals, and is accepted by the RA, CA and other professional organizations within the movement as an acceptable method of resolving disputes. Agreement to mediate or, if necessary, arbitrate in this manner helps to maintain shalom bayit among congregation members; avoids adverse publicity; qualifies the congregation for placement services; and enhances the reputation of the congregation as a prospective employer among clergy and professionals.

Section 10. Consultation With Attorneys, Accountants and Other Professionals:

Whenever entering into contracts with clergy and professional staff, congregations should consult with knowledgeable attorneys, accountants and other professionals with a view toward establishing contractual relations which are both free from ambiguity and in compliance with all applicable federal, state and local laws.

Article 2 – Contractual Relations With The Rabbi

Section 1. The Nature of the Relationship:

The central figure in a Jewish congregation is the rabbi. Jewish law regards the rabbi as the spiritual leader and *mara d'atra* (decisor) of the congregation; literally, the "master of the place" in matters of Jewish law, ritual, observance and learning. The relationship between a congregation and its rabbi, while couched in terms of "employment" and "contract," is a unique and sacred one - - a partnership and covenant embodied in the lesson from *Pirkei Avot* 1:6, "*aseh l'cha Rav, u-k'nei l'cha chaver*" ("select a master/teacher for yourself and acquire a colleague [for study]").

Section 2. The Search For a Rabbi:

The process of searching for a rabbi is the most critical element in establishing a good contractual relationship. A good search requires evaluation not only of candidates but of the congregation and its needs, and honest communication of expectations by all. Those responsible for structuring and implementing the search should proceed with the RA/USCJ Joint Placement Commission as well as the USCJ regional or central offices. Reviewing the then-currently available Rabbinic Search materials will assist the process and is strongly recommended.

Section 3. Model Rabbinic Engagement Agreement:

USCJ and the Rabbinical Assembly (RA) have agreed upon a form of *Model Rabbinic Engagement Agreement*. A copy is included in this Guide as Appendix II. This agreement serves the dual purposes of providing (a) sample language which should be adapted to reflect that actual terms and conditions agreed to, and (b) a "checklist" of standard contractual provisions which should be addressed in the actual agreement. In those instances where negotiation results in a customary term or condition being intentionally omitted, it is strongly suggested that the agreement to omit the provision be reflected in the final contract document.

Section 4. Principles Governing The Contractual Relationship:

In entering into the actual contractual relationship with the rabbi, the congregation should take the following into account:

A. USCJ Standard I:

Standard I of the USCJ Standards for Congregational Practice provides in pertinent part that:

Each congregation should engage a rabbi as its spiritual leader and *mara d'atra* in accordance with the rules and practices of the Joint Placement Commission and pursuant to a written contract adopted in

accordance with the congregation's bylaws and enforceable under all applicable secular laws.*

The contract with the rabbi should state that regardless of whether the rabbi is or is not a member of the Rabbinical Assembly, he or she will, in exercising his or her prerogatives as *mara d'atra*, adhere to the Standards of Rabbinic Practice of the Rabbinical Assembly. The rabbi will rule on all other issues of Jewish law and practice presented for decision only after giving due consideration to the published opinions of the Committee on Jewish Law & Standards of the Rabbinical Assembly and the positions of USCJ.

B. General Principles

- (i) The relationship between the congregation and its rabbi is that of a religious community and its chosen leader.
- (ii) The rabbi is the spiritual leader of the congregation, and as such, is called upon to serve the religious, educational, spiritual and pastoral needs of its membership, as well as the spiritual leadership in the community at large, both Jewish and non-Jewish.
- (iii) The name of the rabbi should appear on all letterhead stationery, publications and signage of the congregation.
- (iv) Reasonable opportunity should be afforded the rabbi to serve the Jewish and civic interests of the larger community, provided that such service should not unreasonably interfere with the primacy of the rabbi's congregational duties.
- (v) The rabbi should at all times enjoy the freedom of the pulpit, which is the regular place from which the rabbi preaches during the worship services. A guest should occupy that pulpit only on invitation by the rabbi.
- (vi) The rabbi should supervise all religious services and rites, and should serve as the consultant and guide, and be invited to attend the meetings of the Religious Committee. The rabbi should decide all matters that affect the religious aspects of the synagogue in consultation with the Religious Committee.
- (vii) The rabbi should supervise the educational program of the synagogue in cooperation with the Education Director.
- (viii) The rabbi should be afforded every opportunity for scholarship, and the congregation should recognize the rabbi's need for ample time for study and research.

* Congregations located in New York State should take care to observe New York Religious Corporations Law, §§ 5 and 200, prohibiting the synagogue board from playing any role in the "calling, settlement, dismissal or removal" of the rabbi.

- (ix) The rabbi should be notified of the meetings of the Board of Directors (Trustees) of the congregation and should have the right to attend such meetings and to participate in their deliberations, without voting rights.

C. Term and Tenure:

- (i) Since congregational activities usually start with the High Holy Day season, the assumption of responsibilities should, preferably, commence on July 1st. Where the initial term commences on any other date, the annual term should be adjusted to end on July 31st.
- (ii) Agreements may be for longer periods, including life tenure. If the rabbi is engaged for a specified number of years, the initial engagement should be for a minimum term of three years. The first renewal should be for a like period of three years, and the second renewal should be for five years.
- (iii) The rabbi may be engaged under an open-ended agreement, whereby the relationship may be terminated at the will of either the congregation or the rabbi. Increments to the rabbi's salary and other benefits should be reviewed periodically and presented as part of an overall budget.
- (iv) Renewal negotiations should be commenced at least four months, but not more than six months, prior to the completion of any agreed term of engagement, or the intended termination of an open-ended engagement. The intentions of the parties should be announced by the parties, who should otherwise proceed as required by their agreement.

D. Evaluation of the Relationship:

There should be mutual periodic evaluation of the relationship between the congregation and its rabbi, on an agreed upon schedule, in accordance with the standards set forth in *Putting The Partnership Under the Microscope: "Review and Assessment of Congregational Professional Staff Leadership,"* a joint statement of the USCJ Committee on Congregational Standards and the RA published in 2004. A copy of this statement is included as Appendix I-B to the Guide.

E. Vacations:

- (i) The agreement between the parties should provide for a minimum vacation of one month for the first year of service to the congregation. Longer periods of vacation should be provided for in subsequent years of service. The rabbi and the congregation should arrange for continuation of the religious functions of the congregation during the rabbi's absence.
- (ii) The RA nationally or regionally should cooperate with the congregation and the rabbi to coordinate vacation plans among rabbis in the area. The regional USCJ office should render active assistance in the event of emergency calls.

F. Incapacity:

Whenever feasible in light of the rabbi's health and the congregation's financial condition, the agreement between the congregation and the rabbi should provide for both short- and long-term disability insurance coverage for the rabbi. In those instances when the rabbi does not have coverage, or the benefits payable are insufficient, congregations should act nobly, and according to tradition, in dealing with extended periods of illness, disability and other incapacities.

G. Termination of Engagement:

- (i) Notice of termination of the engagement of the rabbi should be given in accordance with the requirements of the parties' agreement. Except as provided by the parties' agreement or in exigent circumstances, such notice should be given no later than six (6) months prior to the effective date of termination of the relationship.
- (ii) After notice of termination has been given by either party, the congregation, after consultation with the Joint Placement Commission of the RA and USCJ, should have the right to invite other rabbis to its pulpit during the period between receipt of such notice and the expiration of the existing agreement. The rabbi should have the right to interview and to visit other congregations which are not charged as vacation time.
- (iii) Since placement openings occur in all seasons, placement opportunities for the rabbi cannot always coincide with the termination date of the rabbi's commitment. Therefore, the rabbi's exploration of openings must necessarily begin before the expiration of his or her term. While the rabbi is morally committed to complete any period for which the rabbi has agreed to serve, and the congregation has the right to insist that the rabbi do so, the following procedure is considered to be both ethical and equitable: a) During the twenty-four (24) months preceding the expiration of the rabbi's term, or the period equal to fifty percent (50%) of the length of the rabbi's total term, whichever period is shorter, the rabbi may seek to consider a change of pulpit. b) When the rabbi receives a firm offer of a new position that he wishes to accept, the rabbi will notify the congregation at least six (6) months before the expiration of the term (or proposed termination date, if earlier) in order to secure a release from the rabbi's present commitment. The actual date of release, if other than the end of the term, to be determined by mutual agreement between the congregation and the rabbi.

H. Severance:

- (i) Notwithstanding anything else stated herein, it is essential that the agreement with the rabbi indicate whether, under what circumstances, and in what amount the rabbi is or may be entitled to severance.
- (ii) It is strongly recommended that in the event that the rabbi's services are terminated by the congregation, whether because the term of the current

contract has not been extended or renewed, or by notice of termination of an open-ended engagement, the rabbi should receive severance pay under the following formula, based on the rabbi's compensation [which should be defined in the engagement agreement; see, e.g., Model Agreement, Appendix II, at p. 9, ¶ 10(a)(i)] as of the last month of consecutive periods of engagement (noting that a "full year" means the equivalent of twelve (12) consecutive, full months):

- (a) Prior to commencement of the sixth (6th) year of service: None;
 - (b) After commencement of the sixth (6th) year, but prior to commencement of the tenth (10th) year: $\frac{1}{4}$ of one-month's compensation for each full year of service;
 - (c) After commencement of the tenth (10th) year, but prior to commencement of the fifteenth (15th) year: $\frac{1}{2}$ of one-month's compensation for each full year of service;
 - (d) At any time during the fifteenth (15th) year: $\frac{3}{4}$ of one-month's compensation for each full year of service; and
 - (e) At any time after commencement of the sixteenth (16th) year: One year's compensation.
- (iii) If the rabbi voluntarily terminates the engagement, or if the rabbi's services are terminated for cause, no severance should be payable. Retirement is deemed to be "voluntary termination."

Article 2A – Contractual Relations With An Associate And/ Or Assistant Rabbi

A. Incorporation of Article 2:

In engaging an associate and/or assistant rabbi, a congregation should recognize the same principles and follow the same guides as are set forth in Article 2 above with respect to the senior rabbi, with the following exceptions and caveats:

B. *Mara d'atra*:

Each congregation with multiple rabbis only has one spiritual leader and *mara d'atra*: the senior rabbi. The agreement between a congregation and its associate and/or assistant rabbi(s) should recognize the authority of the senior rabbi as spiritual leader and *mara d'atra* of the congregation. Subject to the prior approval of the senior rabbi as to contractual language, conditions under which, and instances when the associate or assistant rabbi will exercise *mara d'atra* authority should be specified. Except as the parties may otherwise provide by agreement, such authority should be exercised only in consultation with or in the absence or inability of the senior rabbi to act as *mara d'atra*, as the case may be.

C. Role.

The following sections, subsections and clauses of Article 2 do not apply to an associate or assistant rabbi: Section 1; Section 4(A); Subsections 4(B)(i), 4(B)(iii) and 4(B)(v) – (ix).

Appendix II
Model Rabbinic Engagement Agreement

STATE OF _____
COUNTY OF _____

RABBI ENGAGEMENT AGREEMENT

This Rabbi Engagement Agreement (the "Agreement") is made and entered into this ____ day of _____, _____, corresponding to the Hebrew date of the ____ day of _____, 57____, by and between (name of Synagogue), a religious corporation with its offices at (address of Synagogue), (the "Synagogue") and RABBI (name of Rabbi), residing at (address of Rabbi), (the "Rabbi").

W I T N E S S E T H :

WHEREAS, the Synagogue is a religious corporation duly organized under the laws of the State of _____, and is a Conservative religious Synagogue affiliated with the United Synagogue of Conservative Judaism; and

WHEREAS, the Rabbi is a duly ordained Rabbi and is a member of the Rabbinical Assembly; and

WHEREAS, the Rabbi (has heretofore served the Synagogue for ____ years) (is about to be appointed) as the Rabbi of the Synagogue; and

WHEREAS, the Synagogue and the Rabbi desire to set forth the terms and provisions of the engagement of the Rabbi by the Synagogue during the term of this Agreement and their respective rights and obligations following the expiration or termination thereof.

NOW, THEREFORE, the parties hereto agree as follows:

1. **APPOINTMENT.**

The Synagogue hereby (appoints) (reappoints) and engages the Rabbi, and the Rabbi hereby accepts (appointment) (reappointment) and engagement by the Synagogue as its Rabbi and spiritual leader for the term and on the terms and conditions hereinafter set forth. This appointment and engagement and the terms of this Agreement have been authorized and are in accordance with the ByLaws of the Synagogue as well as all other relevant regulations appertaining thereto.

2. **POWERS, DUTIES AND CONDITIONS.**

(a) **Duties of the Rabbi.**

The Rabbi shall act as the Mara D'Atra and spiritual leader of the Synagogue and its Congregants. In the rendering of halachic decisions, the Rabbi shall be guided by the positions of the Committee on Jewish Law and Standards of the Rabbinical Assembly, shall be subject to all "Standards" of the Rabbinical Assembly and shall serve the religious, educational, spiritual and pastoral needs of the membership of the Synagogue. In addition, the Rabbi shall perform those additional specific duties more particularly described in that attachment entitled "Additional Specific Duties," if any, attached hereto and by reference incorporated herein. The Rabbi shall perform such duties in connection therewith as are customarily performed by Rabbis (and as heretofore performed by the Rabbi) and such other duties as the Rabbi and the Board of Trustees of the Synagogue deem necessary and advisable for the religious and spiritual needs of the members of the Synagogue. The Rabbi shall supervise and be responsible for all religious services, rituals and rites of the Synagogue and shall supervise the educational and youth program of the Synagogue including, but not limited to, the person, if any, designated by the Synagogue to administer such programs. In addition, the Rabbi shall preside over all meetings of the professional staff of the Synagogue.

Any changes to be made in the rituals, rites and customs as heretofore conducted and/or practiced by the Synagogue shall be made by the Rabbi upon meaningful and significant consultation with the Board of Trustees or its Designee. When contemplating a change in ritual or practice, the Rabbi shall act with sensitivity to and respect for the Congregation's prior history, customs and traditions. Changes in Synagogue practice that are not of a Halachic nature shall be made by the Rabbi only upon prior consultation with, and approval of, the Board of Directors, or its designee. The Rabbi shall be consulted and participate in the selection of all professional and executive personnel employed or retained by the Synagogue in connection with its affairs, including, without limitation, cantors, rabbis, teachers, administrators, program directors, caterers, etc.

The Rabbi shall serve as the consultant and the guide of the Ritual Committee, and shall be invited to all meetings of such Committee, and shall in consultation with such Committee, decide upon all matters that affect the religious aspects of the Congregation.

The Rabbi shall be notified of all meetings of the various Committees of the Synagogue, as well as the meetings of the Board of Directors or Trustees of the Synagogue and, with the exception of Executive Sessions of such meetings declared by the President of the Synagogue, shall have the right to attend such meetings and participate in their deliberations, without any voting rights.

(b) **Freedom of the Pulpit.**

The Rabbi shall, at all times, enjoy the freedom of the pulpit, including the freedom to preach on whatever topic and in whatever manner the Rabbi shall deem appropriate,

however, the Rabbi shall at all times be subject to the "Standards" of the Rabbinical Assembly and shall be guided by the positions of the Committee on Jewish Law and Standards.

(c) **Outside Activities.**

(i) The Rabbi's position requires that full time be devoted to the needs of the Synagogue and its members. Nevertheless, the Synagogue shall afford the Rabbi reasonable opportunity to serve the interest of the larger community, both Jewish and civic; provided, however, that such service shall not unduly interfere with the performance of the duties of the Rabbi and the Synagogue and its members. The Synagogue shall also afford the Rabbi reasonable opportunity for study, scholarship and research.

(ii) Other than temporary and/or emergency situations, the Rabbi may not perform services as a Rabbi or Spiritual Leader in any other capacity for any other Congregation or religious institution without the prior written consent of the Synagogue.

(d) **Rabbinical Organizations.**

The Rabbi and the Synagogue acknowledge the importance of the Rabbi's participation in Rabbinical organizations. Therefore, nothing herein shall prevent the Rabbi from engaging in activities related to the Rabbinical Assembly (or the Council of Rabbis of _____) or any of (its) (their respective) regional organizations or committees, provided that such activities do not interfere with the rabbinical functions as set forth herein.

(e) **Honoraria.**

The Rabbi shall perform all life cycle events and ceremonies for members of the Synagogue without any charge or cost whatsoever, however, any Honoraria for those events received by the Rabbi shall be (placed in the Rabbi's discretionary fund, as hereinafter described in Paragraph 7 below) (retained by the Rabbi for personal use). Honoraria for such events received from non-members of the Synagogue who are not immediately related to members of the Synagogue shall be (placed in the Rabbi's discretionary fund, as hereinafter described in Paragraph 7 below) (retained by the Rabbi for personal use) (remitted to the Synagogue).

(f) **Cessation of Membership of Synagogue in United Synagogue of Conservative Judaism.**

In the event that, for whatever reason, the Synagogue ceases to be a member of the United Synagogue of Conservative Judaism, then, and in that event, the Rabbi shall have the right to terminate this Agreement upon six (6) months written notice from the Rabbi to the Synagogue.

(g) **Cessation of Membership of Rabbi in Rabbinical Assembly.**

In the event, for whatever reason, the Rabbi ceases to be a member of the Rabbinical Assembly, then, and in that event, the Synagogue shall have the right, at its discretion, to terminate this Agreement upon six (6) months written notice from the Synagogue to the Rabbi.

3. **SYNAGOGUE ACTION.**

Subject to the Laws and Statutes of this State, whenever provision is made in this Agreement for any action, decision, determination, notice or approval by the Synagogue, it is understood that such action, decision, determination, notice or approval shall be taken, made or given by action of the Board of Directors or by such officer or officers of the Synagogue as may be designated by the Board of Directors.

4. **TERM AND RENEWAL.**

(a) **Term.**

This Agreement shall be effective as the ___ day of _____, _____, and shall terminate on the ___ day of _____, _____, unless sooner terminated as herein provided.

(b) **Renewal.**

The Rabbi and the Synagogue shall notify each other in writing on or before _____ preceding the end of the term of this Agreement of the desire, if any, to continue their relationship. The party so notified shall, in turn, respond to this notice in writing on or before _____. If the parties agree to negotiate in regard to the renewal of this Agreement, such negotiations shall commence as soon as possible after _____ and be concluded prior to _____.

(c) **Retirement Date (to be included if this becomes a Retirement Agreement).**

It is understood and acknowledged by and between the parties hereto that the Rabbi shall freely and voluntarily retire as Rabbi of the Synagogue on the ___ day of _____, 20____, and, unless otherwise agreed upon by the parties, this Engagement Agreement shall terminate as of that date.

(d) **Window of Opportunity.**

Since placement opportunities for Rabbis do not always coincide with the expiration dates of existing Agreements, the Rabbi may find it necessary to begin exploration of placement opportunities prior to the date of the expiration of this Agreement as described above. The Synagogue expressly agrees that the Rabbi may seek or consider a change in pulpit during the twenty-four (24) month period preceding the expiration of this Agreement, or, during the period of time coinciding with the last one-half (1/2) of the term of this Agreement, whichever period is less; provided, however, that in the event that the Rabbi desires to terminate this Agreement prior to the last year of the term hereof, then, in that event, the Rabbi must remain within the employ of the Synagogue for a minimum of six (6) months subsequent to his announcement to the Synagogue of his intention to depart and, further provided, however, that this provision shall not apply if this Agreement constitutes the initial (first) Agreement between the parties.

(e) **Mutual Agreement.**

Nothing herein contained shall be deemed to preclude the Synagogue and the Rabbi from providing by mutual agreement for termination upon shorter notices or termination at any time prior to the expiration of the term of this Agreement.

(f) **Designation of Representatives.**

In any negotiation regarding the revision, amendment or extension of this Contract, or of subsequent Contracts between the parties, either party may, at its pleasure, designate a representative or representatives to negotiate on its behalf.

(g) **Death.**

Except as hereinafter set forth, this Agreement shall be terminated upon the death of the Rabbi during its term.

5. **COMPENSATION.**

As compensation for his service hereunder, the Rabbi shall be paid in each year during the term of this Agreement the following:

(a) **Base Salary and Parsonage.**

Regular compensation at the rate of \$_____ per annum payable on the ____ day of each month while this Agreement shall be in force of which \$_____ shall be designated as a non-accountable parsonage allowance pursuant to the Internal Revenue Service Code.

(b) **Social Security Contribution.**

It is understood that for tax purposes, the Rabbi shall participate in the federal social security system, including the medicare surtax if due, and shall make the payments therefor from the compensation herein prescribed; the Synagogue shall reimburse to the Rabbi one-half (1/2) of such payment, which shall be considered earned income pursuant to the terms and provisions of the Internal Revenue Code. Should the Rabbi and Synagogue utilize the "Employee" status for tax purposes (filing Form W-2), then all taxes and social security payments including the Medicare surtax may be withheld, and employer contributions paid, in the usual and customary manner.

(c) **Expense Allowance.**

Without prior approval, and subject to any relevant provisions and/or requirements of the Internal Revenue Service, the Rabbi shall be reimbursed for the ordinary and necessary expenses incurred in connection with the fulfillment of the duties as Rabbi of the Synagogue, in an amount not to exceed \$_____ per expenditure.

(d) **Moving Expenses.**

The Synagogue shall pay the actual cost of moving the Rabbi's family and possessions to the locality of the Synagogue, the cost of which shall be approved in advance by the Board of

Directors or its designee. Any extraordinary moving costs, (e.g., expenses of packing non-breakable items, transporting motor vehicles, pianos and other similar items) shall not be paid by the Synagogue unless approved in advance as set forth herein.

(e) **Disability Benefits.**

(Provide) (Pay the sum of \$_____ toward) the premium of a disability insurance policy providing for the maximum available benefits in the Group Disability Insurance Policy sponsored by the Rabbinical Assembly, or some other similar disability insurance policy as may be agreed upon by the parties.

It is understood by and between the parties that the Rabbi's compensation payable hereunder shall be reduced by the amount, if any, of disability insurance proceeds received by the Rabbi hereunder.

6. **BENEFITS.**

(a) **Pension Plan.**

In addition to the total compensation provided in Paragraph 5(a) above, the Synagogue shall pay [choose between dollar amount or percentage amount] (\$_____), [or] (_____ percent (_____%)) of such compensation) to the Joint Retirement Board for Conservative Judaism, to provide a pension program for the Rabbi in accordance with the terms of such Joint Retirement Board or other program designated by the Rabbi and reasonably acceptable to the Synagogue.

(b) **Health Benefits.**

The Synagogue shall provide the Rabbi and the Rabbi's spouse and dependant children with a health and major medical insurance program. (The parties to this Agreement are encouraged to utilize the insurance programs of the Rabbinical Assembly and the United Synagogue, however, it is recognized that there is currently no single "standard" health insurance policy favored and/or utilized by everyone. Therefore, the parties to this Agreement should discuss and determine the type and amount of health insurance to be provided.)

(c) **Convention Expense.**

It is understood that both the Rabbi and Synagogue benefit greatly from the Rabbi's attendance and participation in Conventions of the Rabbinical Assembly and the United Synagogue of Conservative Judaism and, it is therefore expected that the Rabbi will attend and participate in such Conventions whenever and wherever they may occur. Therefore, the Synagogue shall pay up to \$_____ per year, non-cumulative, toward the cost of the Rabbi to attend Rabbinical Assembly Conventions, United Synagogue of Conservative Judaism Conventions and/or other conventions mutually agreed upon by the parties.

(d) **Life Insurance.**

(Provide) (Pay the sum of \$_____ toward) the premium of a life insurance policy in the amount of \$_____ for the benefit of such beneficiary as may be designated by the Rabbi.

(e) **Vacations.**

The Rabbi shall be entitled to a vacation of _____ weeks during each year of the term of this Agreement. Vacation shall occur at a time mutually agreed upon and shall not include absence due to ordinary illness, injury, military duty, if any, as may be specifically agreed upon by the parties, attendance at conventions of The Rabbinical Assembly or The United Synagogue of Conservative Judaism, time required for professional and community purpose outside of the community, or absences for the purpose of interviewing for other positions upon delivery of notice of termination, or non-renewal of this Engagement Agreement from one party to the other as required herein.

(f) **Maternity Leave (if applicable).**

The Rabbi shall have three (3) months of Maternity Leave to be taken immediately prior to and/or following the birth or adoption of her child or children. During such time, the Rabbi shall receive all usual compensation and benefits.

(g) **Sabbatical.**

The Rabbi may take a period of _____ months as Sabbatical leave within the year _____. The Sabbatical leave shall be scheduled by mutual agreement of the Rabbi and the Board of Directors. During the period of this Sabbatical leave, the Rabbi shall be entitled to compensation in the amount of \$_____, and all other benefits provided for in this Agreement.

(h) **Residence.**

The Rabbi shall be entitled to the use of the residence owned by the Synagogue at (address of residence) (the "Residence") for the Rabbi, spouse and children and members of the Rabbi's immediate family during the term of this Agreement, and for any additional period specified below. The Synagogue shall pay on a timely basis all costs of necessary maintenance and repairs, except those caused by the Rabbi, family or guests -- normal wear and tear excluded; those caused by guests of or sponsored by the Synagogue, and those caused during Synagogue sponsored events; all costs of necessary painting of the interior and exterior of the premises; and all fire, extended coverage and liability insurance premiums regarding the residence. The Rabbi shall pay on a timely basis all other expenses arising from or related to occupancy of the residence, excluding normal repairs caused by ordinary wear and tear. The residence shall be furnished with a refrigerator, stove and oven and other appliances as may be mutually agreed upon by the parties herein.

7. **DISCRETIONARY FUNDS.**

The Synagogue shall establish a Rabbi's Discretionary fund into which members of the Synagogue and others may contribute thereto. The monies in the fund are to be used solely at the discretion of the Rabbi for appropriate purposes consistent with the Synagogue's charitable and tax-exempt status, to assist individual, educational and communal needs as the Rabbi shall deem necessary or appropriate in accordance with the "Rabbinical Assembly Discretionary Fund Guidelines," a copy of which is attached hereto and by reference incorporated herein. Upon the expiration of this Agreement, and the non-renewal thereof, this Discretionary Fund shall remain the sole and exclusive property of the Synagogue to be administered by the subsequent Rabbi thereof.

8. **TERMINATION.**

Subject to the provisions of Paragraph 12 regarding Resolution of Disputes, this Agreement may be terminated by the Rabbi in the event of any material breach or violation by the Synagogue of any of the terms and provisions of this Agreement which breach and/or violation continues after the expiration of ten (10) days from receipt of written notice thereof from the Rabbi to the Synagogue.

Subject to the provisions of Paragraph 12 regarding Resolution of Disputes, this Agreement may be terminated by the Synagogue in the event of any material breach or violation by the Rabbi of any of the terms and provisions of this Agreement which breach and/or violation continues after the expiration of fifteen (15) days from receipt of written notice thereof from the Synagogue to the Rabbi. The Synagogue agrees to act reasonably in deciding whether any action taken by the Rabbi constitutes a material breach or violation of this Agreement.

Subject to the provisions of Paragraph 12 regarding Resolution of Disputes, this Agreement may be terminated by the Synagogue in the event of any act or omission by the Rabbi which materially violates accepted standards of moral conduct, fraud or other material willful misconduct.

9. **RESPONSIBILITY OF RABBI ON TERMINATION.**

(a) **Vacating Residence.**

Upon termination of this Agreement for any reason, the Rabbi agrees that the Residence occupied by the Rabbi and family shall be immediately vacated by the Rabbi and family, or at such later time at the sole discretion of the Board of Trustees of the Synagogue.

However, notwithstanding the above, in the event of the death or total disability of the Rabbi, the residence shall be vacated by the Rabbi and family _____ (__) months following the death, or the determination of total disability of the Rabbi.

(b) **Use of Pulpit Following Termination Notice.**

Following the giving of notice of termination or non-renewal of this Agreement by either the Rabbi or the Synagogue, the Rabbi will permit the pulpit to be occupied by such Rabbis as may from time to time be designated by the (President) (Synagogue Ritual Committee) (Board) (Rabbinic Search Committee).

10. **SEVERANCE PAY.**

(a) **Payment and Terms.**

In the event of the termination of the employment of the Rabbi by the Synagogue for cause, or in the event of the voluntary termination of such employment by the Rabbi, or in the event of the disability of the Rabbi, or in the event of the voluntary retirement by the Rabbi, or in the event of the death of the Rabbi, the Rabbi shall not be entitled to any severance pay. In the event of the termination of the employment of the Rabbi by the Synagogue at the expiration of the term hereof, the Rabbi shall be entitled to receive severance pay as follows:

Prior to commencement of the sixth (6th) full year with the Synagogue: no severance;

Subsequent to commencement of the sixth (6th) full year and prior to the commencement of the tenth (10th) full year with the Synagogue: 1/4 of a month's salary for every year in the Synagogue;

Subsequent to commencement of the tenth (10th) full year and prior to commencement of the fifteenth (15th) full year with the Synagogue: 1/2 of a month's salary for every year in the Synagogue;

15 years with the Synagogue: 3/4 of a month's salary for every year in the Synagogue; and

16 years or more with the Synagogue: 1 month's salary for every year in the Synagogue with a 12 month cap.

(i) Salary shall be deemed to include the sum of the current base salary, the Synagogue's social security contribution, the parsonage allowance, the Synagogue's pension plan contribution and the actual cost expended by the Synagogue for the Rabbi's health insurance plan. However, and notwithstanding the above, in the event that the Synagogue pays to the Rabbi a gross "salary" amount ("Package"), to be apportioned by the Rabbi as he deems fit, then, in that event, for purposes of severance pay, salary shall be deemed to be that amount so paid by the Synagogue to the Rabbi.

(ii) For the purposes of making computations under this Severance Pay paragraph, the Rabbi shall not be entitled to severance pay beyond the negotiated retirement date set forth in Paragraph 4(c) above.

(b) **Salary and Value of Housing.**

In the event that housing is provided by the Synagogue to the Rabbi pursuant Paragraph 6(i) above, then, in that event, "Salary" as set forth above shall also be deemed to include the average annual rental value of the Residence described in said Paragraph computed during the period of time that the Synagogue granted to the Rabbi the use of such Residence.

(c) **Payments on Termination.**

Severance pay shall be paid by the Synagogue to the Rabbi in accordance with the following payment schedule: _____.

(d) **Effect of Payments.**

It is understood and acknowledged by the parties that payment of Severance as described herein shall resolve, fully and finally, any and all financial claims held by the Rabbi against the Synagogue. Therefore, in consideration of the payments of severance pay provided for herein, the Rabbi waives all right to any further financial claims of any nature for any other or additional severance or termination pay and agrees that he will not make any claim or demand or request for any further financial or other considerations from the Synagogue.

11. **CONFIDENTIAL INFORMATION AND NON-COMPETITION.**

(a) **Confidential Information.**

The Rabbi recognizes that all information pertaining to the affairs, business and members of the Synagogue, including its branches, and constituent organizations is confidential information available to the Rabbi and may only be used for the performance of the Rabbi's duties in and to the Synagogue as described herein, and may not be divulged for business purposes nor to solicit information or business from members of the Synagogue, nor for any purpose other than as required in the performance of the Rabbi's duties for the Synagogue, without the prior permission of an officer of the Synagogue or the affected membership, or except as required by law.

(b) **Non-Competition.**

The Rabbi recognizes and acknowledges that all members and employees of the Synagogue are and shall be and remain the province of the Synagogue. Upon the expiration or termination of this Agreement the Rabbi for a period of two (2) years shall not (1) create, develop, serve or help to create or develop, a new Congregation within _____ miles of the Synagogue without written permission of the Board of the Synagogue; and (2) solicit members from the Synagogue and/or any individual currently employed by the Synagogue.

(c) **Survival.**

The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

12. **RESOLUTION OF DISPUTES.**

(a) In the event of any dispute arising out of or in connection with this Agreement, the Synagogue and the Rabbi shall utilize the offices and professionals of the United Synagogue of Conservative Judaism and the Rabbinical Assembly to help resolve the dispute.

(b) Should the above process not result in resolution of the dispute, then such dispute shall be settled by arbitration in accordance with the rules of the United Synagogue of Conservative Judaism Committee on Congregational Standards and any award rendered may be enforced in the manner provided for the enforcement of arbitration awards in accordance with the laws of this state.

13. **MISCELLANEOUS.**

(a) **Notices.**

Any notice or other communication under this Agreement shall be in writing and shall be deemed to have been duly given when sent by Registered or Certified Mail, Return Receipt Requested, addressed as follows:

To the Synagogue:

To the Rabbi:

Attn: President

or to such other address as either party may designate by written notice to the other.

(b) **Waiver of Breach.**

The failure of either party hereto to enforce any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by any party herein.

(c) **Assignment and Binding Effect.**

The rights and obligations of the Synagogue under this Agreement shall inure to the benefit of and shall be binding upon the Rabbi, as well as the Rabbi's heirs and legal representatives, and the Synagogue and its successors, including any entity into which the Synagogue may be acquired, consolidated and/or merged, and the Rabbi shall be obligated to perform this Agreement for such successors provided that such services do not unreasonably violate the Rabbi's conscience or religious conviction. This Agreement shall not be assignable in whole or in part or in any respect by the Rabbi.

(d) **Entire Agreement.**

This Agreement sets forth the entire understanding of the parties and embodies and supersedes all prior Agreements on the subject matter hereof and shall not be changed or terminated except by an instrument in writing signed by the parties. This Agreement, however, shall not be deemed to affect the rights of the Rabbi under the "Standards for Synagogue Practice," of the United Synagogue of Conservative Judaism.

(e) **Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____. Except as otherwise specifically provided for herein, the provisions of the Guide to Congregational Standards adopted by the United Synagogue of Conservative Judaism are hereby made a part hereof, with the same force and effect as if herein set further in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SYNAGOGUE

by: _____
President

_____ Rabbi

by: _____
Secretary

Article 3 – Contractual Relations With The Hazzan/Cantor

Section 1. The Nature of the Relationship:

Just as in the case of the rabbi, the relationship between a congregation and its hazzan is also a special and sacred one. The hazzan is the *shaliach tzibbur* ("representative of the people") and *ba'al nusach* ("master of the correct melody"), who leads the congregation in prayer and is often the teacher and interpreter of *tefillah* (prayer), and *trop* (cantillation of Torah, Haftarah and Megillot) for the congregation. He or she is *klay kodesh* ("holy vessel") who both pleads to *HaKadosh Baruch Hu* (the Holy One) for the well-being of the congregation and inspires the congregation to a life of *tefillah*, *teshuvah* and *tzedakah* (prayer, repentance and righteous behavior).

Section 2. The Search for a Hazzan:

The search for a hazzan is the most critical element in establishing a good contractual relationship. A good search requires evaluation not only of candidates but of the congregation and its needs, and honest communication of expectations by all. Those responsible for structuring and implementing the search should proceed with the Cantors Assembly (CA) Placement Service as well as the USCJ regional or central offices. Reviewing the then-currently available Cantorial Search materials, including the CA's Guide to Congregations for Placement, will assist the process and is strongly recommended.

Section 3. The CA Model Agreement Between Hazzan and Congregation:

The CA has promulgated a Model Agreement Between Hazzan and Congregation. A copy is included in this Guide as Appendix III. As in the case of the Model Rabbinic Engagement Agreement, the CA model serves dual purposes: (a) It provides sample language which should be adopted to reflect that actual terms and conditions agreed to. (b) It provides a "checklist" of standard contractual provisions which should be addressed in the actual agreement. In those instances where negotiation results in a customary term or condition being intentionally omitted, it is strongly suggested that the agreement to omit the provision be reflected in the final contract document.

Section 4. Principles Governing The Contractual Relationship:

In entering into the actual contractual relationship with the hazzan, the congregation should take the following into account:

- A. The rabbi and hazzan work together as colleagues to serve the religious, spiritual, pastoral and educational needs of a synagogue.
- B. The hazzan's role in each of these areas is developed in consultation with the rabbi as the spiritual leader and mara d'atra of the congregation. It is understood that there are times when the rabbi exercises this authority and serves as the final arbiter in all religious matters. At the same time, as a spiritual and religious partner with the hazzan, it is appropriate for the rabbi to confer with the hazzan on all decisions that affect the hazzan.
- C. The hazzan is the guide and consultant of the congregation in all matters affecting the Jewish musical activities of the synagogue. The hazzan should serve as a member of congregational committees dealing with ritual, music, education or similar matters. It is appropriate for the hazzan to consult with the rabbi in these matters.
- D. All public announcements of religious services should include the name of the hazzan.
- E. The hazzan should be afforded every opportunity for scholarship, and the congregation should recognize the hazzan's need for ample time for study, research and the continued development of musical skills.

Section 5. Incorporation of Article 2:

In engaging a hazzan, a congregation should recognize the same principles and follow the same guides as are set forth with respect to the rabbi in Article 2, Sections 4(C), (D), (E), (F), G) and (H), of this Guide.

Appendix III
Model Cantorial Engagement Agreement

**Model Agreement Between Hazzan and Congregation
Updated April 2008**

This model contract agreement contains contractual provisions conforming to the "The Congregation And Its Hazzan," a guide to congregational standards adopted by the Cantor Assembly. This document is comprehensive but is not intended or recommended for use as a fill-in form. The congregation and hazzan are urged to consult with legal counsel before entering into any contract dealing with matters covered in this document.

This Hazzan Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__, corresponding to the Hebrew date of the ____ day of _____, 57__, by and between _____ (name of Synagogue), of _____ (city) and the State/Province of _____ (herein called "Congregation") and _____ (herein called "Hazzan").

Witnesseth

Whereas, the Synagogue is a religious corporation duly organized under the laws of the State/Province of _____, and is a Conservative Synagogue affiliated with the United Synagogue of Conservative Judaism; and

Whereas, the Hazzan is a trained professional and a member of The Cantors Assembly; and

Whereas, the Hazzan desires to serve as the Hazzan of the Synagogue and the Synagogue desires to have the Hazzan serve as its Shliach Tzibbur; and

Whereas, the Synagogue and the Hazzan desire to set forth the term of this engagement, along with their respective rights and obligations; and

Whereas, this agreement incorporates many of the provisions of both "The Congregation and its Hazzan," a document prepared by the Cantors Assembly, and "A Guide to Congregational Practices," as promulgated by the United Synagogue of Conservative Judaism;

Now, therefore, it is agreed as follows:

(I) Term

The Synagogue employs the Hazzan as its Shliach Tzibbur for a term beginning _____ and concluding _____, unless this Agreement is terminated prior thereto as hereinafter provided.

(II) Duties and Responsibilities

(a) Duties of the Hazzan

As a religious leader of the synagogue, the Hazzan shall lead the congregation in prayer. The Hazzan is the authority on liturgical chant for the congregation and shall serve as guide and consultant in matters pertaining to music. The Hazzan shall participate in all religious rites and services in the synagogue and all public announcements of religious services shall include the Hazzan's name.

The Hazzan is by tradition and training a member of the clergy ministering in a sacred capacity to the needs of the congregation. The Hazzan is, therefore, entitled to all rights and privileges which Jewish law and tradition, and which civil law, provide for duly recognized clergy.

The Hazzan shall be a member of such congregational committees as deal with the various areas of service to the Congregation including, but not limited to, ritual, music and education.

In addition to being the Shliach Tzibbur, the Hazzan shall serve the religious, pastoral, cultural and educational needs of the congregation, consistent with the mutually agreed upon duties as set forth below.

(b) Freedom of the Pulpit

The Hazzan shall, at all times, enjoy the liberty of the pulpit including, without limitation, the freedom to select repertoire as the Hazzan shall deem appropriate. The Hazzan may invite, from time to time, individuals, whether Hazzanim or not, to share the pulpit during religious services and/or rites. No person shall occupy that pulpit or participate in a musical program without the Hazzan's consent.

(c) Outside Activities

(i) The Hazzan's position requires that substantial time be devoted to the needs of the Synagogue and its members. Nevertheless, the Synagogue shall afford the Hazzan such opportunity as necessary, appropriate or desirable to serve the interest of the larger community, both Jewish and civic. The Synagogue shall afford the Hazzan the greatest possible opportunity for study, scholarship and the continued development of the Hazzan's musical skills.

(ii) Nothing herein shall prevent the Hazzan from engaging in activities related to the Cantors Assembly, both nationally and regionally, provided such activities do not interfere with the cantorial duties as set forth herein.

(iii) The Hazzan may accept compensation for professional services provided that the Hazzan does not engage in other gainful employment which will interfere with the functions as set forth above.

(d) Cessation of membership of Synagogue in the United Synagogue of Conservative Judaism

In the event that, for whatever reason, the Synagogue ceases to be a member of the United Synagogue of Conservative Judaism, the Hazzan shall have the right to terminate this Agreement upon six (6) months written notice from the Hazzan to the Synagogue.

(e) Cessation of membership of the Hazzan in the Cantors Assembly

In the event that, for whatever reason, the Hazzan ceases to be a member of The Cantors Assembly, the Synagogue shall have the right, at its discretion, to terminate this Agreement upon six (6) months written notice from the Synagogue to the Hazzan.

(III) Renewal

(a) The Synagogue shall notify the Hazzan in writing, on or before January 1st preceding the end of the agreement, regarding the future of their relationship. The Hazzan shall, in turn, respond to a request for renewal in writing on or before March 1st. If the parties agree to negotiate a renewal to this Agreement, such negotiations shall commence as soon as possible, but no later than March 1st and be concluded prior to April 30th.

(b) Since placement opportunities for Hazzanim do not always coincide with the expiration dates of existing Agreements, the Hazzan may find it necessary to begin exploration of placement opportunities prior to the date of expiration of this Agreement. The Synagogue expressly agrees that the Hazzan may seek or consider a change in pulpit during the twenty-four (24) month period preceding the expiration of this Agreement, or, during the period of time coinciding with the last one-half (1/2) of the term of this agreement, whichever period is less. In the event that the Hazzan desires to exercise this option, the Hazzan must remain within the employ of the congregation for a minimum of six (6) months subsequent to tendering a resignation. This provision shall not apply if this Agreement constitutes the initial (first) agreement between the parties. In the event that the Hazzan secures a new position, the Hazzan shall promptly notify the Synagogue in writing. The Hazzan and the Synagogue shall then use their best efforts to agree upon mutually satisfactory terms for the release of the Hazzan from the obligations under this Agreement.

(c) In any negotiation regarding the revision, amendment or extension of this Agreement, or of subsequent Agreements between the parties, either party may, at its pleasure, designate a representative or representatives to negotiate on its behalf.

(d) Nothing herein contained shall be deemed to preclude the Synagogue and the Hazzan from providing for termination upon shorter notice.

(IV) Compensation

As compensation for services rendered, the Hazzan shall be entitled in each year of this Agreement to the following:

(a) Salary

For the first year of the contract, commencing (month, day, year) and extending through (month, day, year), compensation at the annual rate of \$ _____ shall be payable in (12, 24) equal installments (on the last day) (on the first day and the 15th day) of each month while this agreement shall be in force.

For the second year of the contract, commencing (month, day, year) and extending through (month, day, year), compensation at the annual rate of \$ _____ shall be payable in (12, 24) equal installments (on the last day) (on the first day and the 15th day) of each month while this agreement shall be in force.

For the third year of the contract, commencing (month, day, year) and extending through (month, day, year), compensation at the annual rate of \$ _____ shall be payable in (12, 24) equal installments (on the last day) (on the first day and the 15th day) of each month while this agreement is in force.

(Additional Paragraphs May be Added as Needed)

(b) Parsonage Allowance

The Congregation shall pay to the Hazzan, a sum per annum payable in the manner stated above as a parsonage allowance under the provisions in Paragraph IV of Section 107 of the Internal Revenue Code.

For the first year of the contract, commencing (month, day, year) and extending through (month, day, year), the annual sum of \$ _____.

For the second year of the contract, commencing (month, day, year) and extending through (month, day, year), the annual sum of \$ _____.

For the third year of the contract, commencing (month, day, year) and extending through (month, day, year), the annual sum of \$ _____.

(c) Social Security

It is understood that the Hazzan will pay Social Security taxes as required by law based upon a self-employment status. The Hazzan will participate in the federal Social Security System, including Medicare surtax if required, and shall make one-half (1/2) of the payments due; the Synagogue shall pay the remaining one-half (1/2) of such payment, either directly or as reimbursement to the Hazzan. The equal amounts paid by the Hazzan and congregation are based on that portion of the compensation taxable for Social Security by law and in accordance with the guidelines of an employer/employee relationship.

(d) Automobile Allowance

The Synagogue acknowledges that with respect to the conduct of its affairs, the Hazzan uses a personal automobile in the performance of duties, services and functions. The Synagogue therefore agrees to pay the Hazzan, during each year of the term of this Agreement, the sum of \$ _____ per month as its contribution and reimbursement towards costs associated with the use of an automobile.

(e) Moving Expenses

The Synagogue shall pay the cost of moving the Hazzan's family and possessions to the locality of the Synagogue.

(V) Benefits

(a) Pension Plan

_____ percent (%) of the total compensation shall be paid by the Synagogue to the Joint Retirement Plan of the Conservative Movement, to provide a pension plan for the Hazzan. The contribution shall be paid within thirty (30) days of receipt of the annual statement of the Joint Retirement Plan. The contribution of the Synagogue shall be \$ _____ for the first year, \$ _____ for the second year and \$ _____ for the concluding year of the contract.

(b) Health Benefits

The Synagogue shall provide the Hazzan and family with a health and major medical insurance program, long term disability insurance program and accidental death and dismemberment plans at no cost to the Hazzan. The Synagogue shall also provide the Hazzan with a disability insurance policy providing for the maximum available benefits.

(c) Vacation

The Hazzan shall be entitled to a vacation of _____ weeks during each year of the term of this Agreement. Vacation shall occur at a time mutually agreed upon and shall not include absence due to ordinary illness, injury, military/jury duty, attendance at conventions of The Cantors Assembly or The United Synagogue of Conservative Judaism, or time required for professional and community purposes outside of the synagogue. Absences for the purpose of interviewing for other positions, upon delivery of notice of termination or non-renewal of this contract by the Congregation, shall not be regarded as vacation time.

(d) Other Benefits (as applicable)

(i) Family Leave

The Hazzan shall have three (3) months of family leave to be taken immediately prior to and/or following birth or adoption of her child or children (three weeks if the

Hazzan is the father of the child). During such time, the Hazzan shall receive all usual compensation and benefits.

(ii) Sabbatical

The Hazzan shall be entitled to take a period of _____ months as Sabbatical leave within the year _____. During the period of the Hazzan's Sabbatical leave, the Hazzan shall be entitled to compensation in the amount of \$ _____, to be paid in the same manner discussed above.

(iii) Life Insurance

The Synagogue shall provide \$ _____ per annum toward the premium of a life insurance policy for the benefit of such beneficiary as may be designated by the Hazzan.

(VI) Professional Expenses

(a) Professional Meetings

The Synagogue shall provide \$ _____ per annum toward the cost of the Hazzan and spouse to attend Cantors Assembly Conventions and/or other conferences mutually agreed upon.

(b) Professional Dues and Materials

The synagogue shall provide \$ _____ per annum toward the cost of professional dues in the Cantors Assembly and toward the cost of professional materials required for the Hazzan's daily work.

(c) Reimbursements

The Hazzan shall be reimbursed for the ordinary and necessary expenses incurred in connection with the fulfillment of duties as Hazzan of the Synagogue.

(VII) Residence (If Applicable)

(a) The Hazzan shall be entitled to the use of the residence owned by the Synagogue at (address) _____ for the Hazzan and family during the term of this Agreement and for the additional period specified in paragraphs VII (b) and VIII (c). The Synagogue shall pay or provide funds for all necessary maintenance and repairs, and all necessary fire, extended coverage and liability insurance premiums regarding the residence.

(b) In the event that this Agreement is terminated by the death of the Hazzan, the surviving family shall have the right to continue to reside in the residence, rent free, for a period of no less than twelve (12) months following the date of the death of the Hazzan, unless the Hazzan's spouse decides to vacate the residence earlier. During the period that the Hazzan's spouse resides in the residence, the Synagogue shall continue to provide all services to the residence which it is obligated to provide

pursuant to this Agreement. The parties agree, if applicable, to discuss the possible purchase by the Hazzan's spouse of the residence from the Synagogue upon terms and provisions mutually acceptable to the parties.

(VIII) Disability

(a) In the event that the Hazzan becomes disabled by way of illness or accident so as to become unable to perform the specified duties on behalf of the Synagogue, the Synagogue shall continue to pay the usual compensation during the period of time prior to the commencement of the payment of benefits pursuant to the Hazzan's disability insurance plan. Thereafter, and until the expiration of twelve (12) months from the date of disability, the Synagogue will pay to the Hazzan the usual compensation and benefits, less any amounts received by the Hazzan pursuant to the disability insurance plan.

(b) For the purpose of determining disability, the Hazzan shall be considered disabled (i) if deemed totally disabled under the terms of the disability insurance policy; or (ii) if the policy is not in effect, if the Hazzan is unable to substantially and continuously perform duties in the normal course for 180 consecutive business days, or 180 business days in any 18 month period.

(c) In the event of the Hazzan's disability as defined in (b) above, the Hazzan and family shall have the right to continue to reside in the residence, rent free, for a period of not less than twelve (12) months following the determination of disability, unless the Hazzan decides to vacate the residence earlier. During the period that the Hazzan resides in the residence, the Synagogue shall continue to provide all services to the residence which is obligated pursuant to this Agreement. The parties agree, if applicable, to discuss the possible purchase by the Hazzan of the residence from the Synagogue upon terms and provisions mutually acceptable to the parties.

(IX) Severance Payments

(a) Should the Hazzan unilaterally choose to leave the congregation of free will to accept another pulpit, the Hazzan shall not be entitled to any severance pay. In the event of termination of employment of the Hazzan by the Synagogue at the expiration of the term hereof, the Hazzan shall be entitled to receive severance pay as follows:

Prior to the commencement of the sixth (6th) full year with the Synagogue: no severance;

Subsequent to commencement of the sixth (6th) full year and prior to commencement for the tenth (10th) full year with the Synagogue: 1/4 of a month's salary for every year in the Synagogue;

Subsequent to the commencement of the tenth (10th) full year and prior to commencement of the fifteenth (15th) full year with the Synagogue: 1/2 of a month's salary for every year in the Synagogue;

At the commencement of the fifteenth (15th) year with the Synagogue: 3/4 of a month's salary for every year in the Synagogue; and

At the commencement of the sixteenth (16th) year or subsequent years with the Synagogue: 12 months' salary (one year).

A Hazzan who began employment in his/her current congregation, prior to 1994, is entitled to one month's pay for each year of service, beginning with the second year.

(b) For the purposes of determining severance pay, compensation shall be based on the total amount expended by the congregation on behalf of the Hazzan during the final year of employment. In the event that housing is provided pursuant to Paragraph VII above, then, in that event, the current annual rental value of the residence shall also be factored in.

(X) Liquidation And/Or Merger

(a) In the event that the Synagogue liquidates or dissolves under circumstances not involving a merger or consolidation, the Hazzan shall be entitled to receive from the proceeds of such liquidation or dissolution, an amount equal to the then present value of the compensation that would have been payable to the Hazzan for the service to the Synagogue during the term of this Agreement.

(b) If a merger takes place between the Synagogue and another congregation that has a full-time Hazzan, when only one position can be maintained, the Hazzan with seniority in the community shall be retained.

(c) In the event of a merger, if the Hazzan is not retained then s/he shall be entitled to receive either the compensation and benefits due pursuant to the above paragraph, or the severance pay as defined herein, whichever sum is greater.

(XI) Resolution of Disputes

(a) In the event of any dispute arising out of or in connection with this Agreement, the Synagogue and the Hazzan shall utilize the offices and professionals of the United Synagogue of Conservative Judaism and the Cantors Assembly to help resolve the dispute.

(b) Should the above process not result in a resolution of the dispute, then such dispute shall be settled by mediation or arbitration in accordance with the rules of the United Synagogue of Conservative Judaism Committee on Congregational Standards and any award rendered may be enforced in the manner provided for the enforcement of arbitration awards in accordance with the laws of this state.

(XII) Miscellaneous

(a) Any further notice or other communication regarding this Agreement shall be submitted in writing and shall be deemed to have been duly given when sent by Registered or Certified Mail, Return Receipt Requested, addressed as follows:

To the Synagogue:

ATTN: President

To the Hazzan:

or to any such other address as either party may designate by written notice to the other.

(b) Waiver of Breach

The waiver by either party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by such party.

(c) Assignment and Binding Effect

The rights and obligations under this Agreement shall be binding upon the Hazzan, heirs and legal representatives and the Synagogue, its representatives and assigns. This Agreement shall not be assignable in whole or in part or in any respect by the Hazzan. This, however, shall not preclude the Hazzan from making arrangements with other Hazzanim, which arrangements shall be reasonably acceptable to the Congregation, to cover the pulpit of the Synagogue at appropriate times.

(d) Entire Agreement

This Agreement sets forth the entire understanding of the parties and embodies and supersedes all prior Agreements on the subject matter hereof and shall not be changed or terminated except by an instrument in writing signed by the parties. Except as expressly provided in this Agreement, the terms shall not be deemed to affect the rights of the Hazzan under the written policies of The Cantors Assembly or The United Synagogue of Conservative Judaism.

(XIII) Conclusion

This Agreement shall be governed by, and construed in accordance with the laws of the State of _____ (location of synagogue).

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year written above.

Attest: _____
Secretary of Congregation (Affix Seal)

By: _____
President of Congregation

By: _____
Hazzan

Article 4 – Contractual Relations With The Executive Director / Synagogue Administrator

Section 1. General Principles:

- A. The demands and complexities of modern synagogue life have given rise to the professional Executive Director or Synagogue Administrator. These terms are interchangeable and apply only to members of the North American Association of Synagogue Executives (NAASE).
- B. The Executive Director serves as the representative of the officers and directors (trustees) in administering the affairs of the congregation working in partnership with the clergy and lay-leaders in recommending synagogue policies.
- C. The Executive Director assumes responsibility for loyalty to the purpose of his/her congregation and promoting its services in carrying out the administrative policies established by the congregation. Specific job descriptions and duties vary based upon the needs of a particular congregation, but usually, the Executive Director:
 - (i) assists committees and commissions in planning and executing their activities;
 - (ii) supervises all administrative activities;
 - (iii) supervises financial planning and management including the preparation and oversight of the synagogue budget;
 - (iv) supervises and recommends all purchasing through proper committees;
 - (v) develops suggested fund raising projects, endowments, and membership campaigns;
 - (vi) selects and supervises office and maintenance personnel;
 - (vii) maintains a calendar of synagogue activities and religious services, and provides for their implementation;
 - (viii) participates in board and volunteer development;
 - (ix) serves as a Jewish role model within the congregation and community;
 - (x) assists members and clergy in life-cycle events and other religious needs of the congregation, as appropriate;

- (xi) oversees buildings, grounds, cemetery (if applicable) and building security; and
 - (xii) assists synagogue-affiliated groups and their committees in planning and implementing their programs and policies.
- D. The Executive Director should be notified of the meetings of the officers and directors (trustees) of the congregation and should normally attend such meetings and participate in their deliberations, without voting rights, in order to remain current with and better understand the policies he/she is required to administer.
- E. The Executive Director should be encouraged and provided the opportunity for professional and educational advancement.

Section 2. Recruitment, Term, Tenure and Evaluation:

- A. Recruitment of an Executive Director should be through the USCJ-NAASE Joint Placement Commission. Congregations are encouraged to engage experienced synagogue administrators. Those Certified as a *Fellow in Synagogue Administration* (FSA) have demonstrated a mastery of synagogue management and a commitment to the field of synagogue administration. Those commissioned an *Amin Tzibur* have demonstrated advanced Judaic knowledge, skills, and personal practices of the Conservative Movement.
- B. Although agreements may be for longer periods, including life tenure, if the Executive Director is engaged for a specific number of years, the initial engagement should be for a minimum of two years, except for an Executive Director in his or her first position, who may be engaged for one year, at the discretion of the congregation. The first renewal should be for a minimum period of three years, and the second renewal should be for a minimum period of five years.
- C. The Executive Director may be engaged under an open-ended agreement, whereby the relationship may be terminated at the will of either the congregation or the Executive Director. Increments to his/her salary and other benefits should be reviewed periodically and presented as part of the overall synagogue budget.
- D. Renewal negotiations should be commenced at least four months, but not more than six months, prior to the completion of any agreed term of engagement, or the intended termination of an open-ended agreement, and the intentions of the parties should be announced by the parties, who should otherwise proceed as required by their agreement.
- E. Performance evaluations should be conducted annually.

Section 3. Vacations and Other Leaves:

- A. The agreement between the parties should provide for a vacation of a minimum of four weeks each employment year.

- B. The agreement should determine a leave policy, taking into consideration the Executive Director's years of service to the congregation and general synagogue personnel practices.
- C. The agreement should provide for attendance by the Executive Director at the annual convention of NAASE and the USCJ's Biennial Convention, with expenses paid by the congregation. The agreement should allow additional professional development leave including attendance at the USCJ-NAASE-JTS Week of Study, regional USCJ conventions, and other beneficial workshops, courses, and conferences.

Section 4. Incapacity:

Upon evidence satisfactory to the congregation that the Executive Director is permanently disabled because of illness or injury, his/her engagement may be terminated by the congregation with severance as provided in Section 6, payable in the manner determined by the parties.

Section 5. Shiva Leave:

As provided in Article 1, Section 8, of this Guide.

Section 6. Sabbatical Leave:

The Executive Director should be entitled to sabbatical leave, not to exceed the leave granted to the Rabbi.

Section 7. Termination of Engagement:

- A. During the first two (2) years of service by the Executive Director, if either party wishes to terminate the engagement, written notice should be given by such party at least three (3) months in advance of the date of expiration of their agreement, and preferably no later than three months prior to the end of the synagogue fiscal year.
- B. After notice of termination has been given by either party, the congregation, after consultation with the USCJ-NAASE Joint Placement Commission, should have the right to invite other Executive Directors to the synagogue during the period between receipt of such notice and the expiration of the existing agreement, and the Executive Director should have the right to accept invitations from other congregations.
- C. Since placement openings occur in all seasons, placement opportunities for the Executive Director cannot always coincide with the termination date of the Executive Director's commitment. Therefore, the Executive Director's exploration of openings must necessarily begin before the expiration of his/her term. While the Executive Director is morally committed to complete any period for which he has agreed to serve, and the congregation has the legal right to insist that he/she do so, the following procedure has proved both ethical and equitable:

- (i) The Executive Director may, during the twelve (12) months preceding the expiration of his/her term, seek or consider a change of position.
- (ii) When he/she receives a firm offer of a new position and wishes to accept it, he will secure a release from his/her present commitment, with his/her date of release to be determined by mutual agreement of the two congregations involved.

Section 8. Severance:

- A. The Executive Director shall be entitled to severance in the event his/her services are terminated by the congregation, whether because the term of the current contract has not been extended or renewed, or by notice of termination of an open-ended engagement.
 - a) In the event that the Executive Director's services are terminated by the congregation, whether because the term of the current contract has not been extended or renewed, or by notice of termination of an open-ended engagement, the Executive Director shall receive severance pay under the following formula, based on the Executive Director's compensation as of the last month of consecutive periods of engagement (noting that a "full year" means the equivalent of twelve (12) consecutive full months:
 - (i) Prior to commencement of sixth (6th) year of service: None;
 - (ii) After commencement of the sixth (6th) year, but prior to commencement of the tenth (10th) year: ¼ of one month's compensation for each full year of service;
 - (iii) After commencement of the tenth (10th) year, but prior to the commencement of the fifteenth (15th) year: ½ of one month's compensation for each full year of service;
 - (iv) At any time during the 15th year: ¾ of one month's compensation for each full year of service; and
 - (v) At any time after commencement of the sixteenth (16th) year: one year's compensation.
- C. If the Executive Director voluntarily terminates the engagement, or if the Executive Director's services are terminated for cause, no severance shall be payable. Retirement is deemed "voluntary termination".

Section 9. Pension, Retirement, and Other Benefits:

- A. The congregation should contribute toward a pension or retirement plan on behalf of the Executive Director. It is recommended that the congregation and Executive Director participate in the Joint Retirement Plan of the Conservative Movement.
- B. The congregation should adopt plans that will provide for short-term and long-term disability benefits for the Executive Director.
- C. The agreement should provide for basic and major medical programs and term life insurance with premiums paid by the congregation.
- D. Other benefits based upon the synagogue's personnel practices for all of its clergy and professionals and based upon individual needs. These benefits may include moving expenses, synagogue membership, school tuition, and business expense reimbursement.

Article 5 – Contractual Relations With An Educator

Section 1. Introductory Statement:

Professional Jewish educators are vital to the education of the community in the tradition of our people. The Educator represents this tradition through training, vision and personal role modeling.

As used in this Guide, the term “Educators” refers to directors of educational programs, including Educational Directors, Principals, Family Educators, and Educational Program Directors. The dignity of these professionals is essential to the success of this endeavor. The Educator(s) work(s) in partnership with the rabbi(s), other Jewish professionals, the governing body of the school/congregation and its membership. To this end it is imperative that institutions and educators have clearly communicated guidelines for this relationship.

Section 2. Duties/Responsibilities of Educators:

The Educator provides vision, leadership and direction for the institution’s educational programs. Responsibilities are not limited to the following; but can include:

- A. The creation of a positive school climate.
- B. The formulation of the curriculum and the course of study in consultation with (where applicable) the rabbi(s) and the School Board/Education Committee.
- C. The engagement, supervision, and discharge of staff, in consultation with the appropriate committee(s).
- D. The administration and supervision of the school, including budget planning, record keeping, enrollment and classification of pupils.
- E. The selection of textbooks and the preparation of educational materials in cooperation with the teaching staff.
- F. The organization and supervision of all curricular and co-curricular school activities.
- G. The planning and conducting of staff meetings.
- H. The organization and guidance of parents’ groups and other groups that promote the welfare of the school/congregation.

Section 3. The Agreement Between Institution and Educator:

The relationship between the Educator and the institution is a professional one. Every effort should be made to ensure a harmonious and lasting appointment. All relationships and agreements between the Educator and the Institution should conform to the following guidelines:

A. Recommended Period of Engagement:

The initial engagement of the Educator should be for a minimum period of two years. An Educator with no prior experience, may be engaged for one year.

B. Renewals

(i) The first renewal should be for a minimum of (3) three years.

(ii) Each additional renewal should be for a minimum of (3) three years.

(iii) In all events, by mutual agreement, no later than January 31 of the last year of each contract period, the Institution and the Educator should agree in principle upon their future relationship. Their detailed negotiations should be concluded, in writing, no later than March 15.

(iv) In the case of an Educator with no prior experience who has been engaged for one year, in the first renewal only the dates should be March 1 and April 15 respectively.

C. Terms of Agreement:

Upon the appointment of the Educator, a contract, letter of agreement or similar document should be signed by the Educator and the authorized officer or officers of the Institution. Such document should include:

(i) A job description mutually agreed upon by the Institution and the Educator.

(ii) A compensation arrangement including the following:

(a) Base compensation and amount or percent of annual increments.

(b) Health, major medical, disability and life insurance coverage provided by the Institution.

(c) Pension— Educator enrolled in a suitable pension plan such as the Pension Plan of the Joint Retirement Board. The contribution of the Institution should not fall below 7%.

- (d) Sick Leave—Reasonable time should be allowed for sick leave, not charged against the Educator’s vacation time, (except in case of prolonged illness (in excess of 30 consecutive days) which may be charged against vacation time).
- (e) Personal Leave—Reasonable time should be allowed for personal leave due to unforeseen or emergency circumstances in case of the Educator and his/her immediate family.
- (f) Shiva Leave—As provided in Article 1, Section 8, of this Guide.
- (g) Parental Leave—The institution will minimally follow Federal guidelines for parental leave (maternity, paternity and adoption). A Director who becomes pregnant should give ample notice to the Institution.
- (h) Annual vacation of at least one month after serving the Institution for eleven months.
- (i) Conference allowance and time—should be granted to participate in professional growth programs. To encourage the Educator’s professional growth and development, the institution should:
 - (1) Assist the Educator with opportunities to enhance scholarly and professional competence.
 - (2) Encourage and underwrite the Educator’s attendance at the annual JEA Conference, and where financially possible, additional conferences, summer institutes and courses.
 - (3) Provide payment of professional dues to the JEA and other professional educational organizations.
 - (4) The institution will provide secretarial assistance to the Educator.
 - (5) Sabbatical Leave—Upon completion of a minimum of seven years of continuous service in the same institution, the Educator may be granted a Sabbatical Leave for the purpose of further professional growth and personal renewal. Taking into account the individual circumstances, the rabbi, institution and Educator should work out an arrangement for the length of leave, compensation, and agreed upon term of post-sabbatical institutional service.

D. Termination of Service:

An Educator or institution that desires not to renew the existing relationship should give notice to the other party, in writing, not later than January 31 of the last year of the agreement.

E. Severance and Retirement Arrangements:

Provided that there has been no gross misconduct or willful neglect of duty, if the Institution chooses not to renew the agreement with the Educator who has served in excess of six years, the Educator should receive severance pay. The amount of the severance pay should be calculated at the rate of one month's compensation for each year of service to the institution, not to exceed a period of twelve months at the highest rate of compensation, to be distributed in equal monthly installments commencing immediately at the conclusion of the last contract year.

Section 4. Evaluation:

The Educator's performance review should be based upon a procedure and a schedule previously agreed upon by the Educator and the institution.

Section 5. Arbitration:

In the event the Educator and the institution dispute any of the aspects of their agreement either party should have the right to submit the dispute to any impartial group upon which both parties should agree. In the event the parties cannot agree, any such dispute should be submitted to the USCJ Standards Committee for mediation and, if necessary, arbitration in accordance with the Committee's rules. Both parties should be bound by such adjudication, which would be enforceable in the appropriate court of law.

Section 6. Appointment:

There are established placement procedures within the Conservative Movement that should be followed:

A. Responsibilities of Institution Seeking Directors:

- (i) Institutions seeking Educators should apply to the Placement Committee of The JEA.
- (ii) Institutions should not seek applicants to replace an incumbent unless a bona fide vacancy exists through the resignation or retirement of the incumbent or through the termination of employment.
- (iii) Institutions seeking Educators should assume responsibility for:
 - (a) Paying travel and lodging expenses incurred by candidates in connection with scheduled interviews;
 - (b) Paying costs involved in the re-location of the appointee and family, and moving the household effects; and
 - (c) Assisting in obtaining proper housing and alleviating any undue financial burden resulting from the immediate availability of such housing.

B. Responsibilities of the Educator Seeking Placement:

- (i) The Educator seeking a position should file in writing an application for placement with the Placement Committee of the JEA and abide by its rules and regulations.
- (ii) Educators should keep the Placement Committee informed of other referral services.
- (iii) An Educator who is privately invited to be a candidate must contact the Placement Committee and apprise the Placement Committee and guide the Institution to do likewise.
- (ov) It is unethical to enter into discussions relative to a position currently occupied by another colleague.

Section 7. Continuing Contract:

A contract providing for continuing relationship without formal re-election by the Institution affords the Educator dignity and security. A review may be requested by either party regarding salary and other benefits which should be negotiated periodically.

Article 6A – Contractual Relations With The Head Of A Solomon Schechter Day School (Independent Of A Synagogue)

Section 1. Introduction:

Solomon Schechter Day Schools (each a “Day School”) comprise one very important option for educating the children of our member congregations. Some Day Schools are affiliated with member congregations; many are independent of any member congregation. Most of the issues regarding a Head of School will be the same for Day Schools, whether or not affiliated with a member synagogue, but there are enough differences to warrant separate Articles for each situation.

Section 2. The Nature of the Relationship:

The Head of School should be the lead professional for a Day School, being ultimately responsible for all administrative, staff, and curricular functions, subject to oversight of the Board of Directors. The Head of School should also be the “public face” of the Day School, and should embody and live the mission of the Day School.

Section 3. Board of Directors:

All independent Schechter schools should have a Board of Directors (or Trustees), which is legally responsible for the school.

Section 4. Principles Governing the Contractual Relationship:

In entering into the actual contractual relationship with the Head of School, the Day School should take the following into account:

- A. The Head of School should be the only Day School employee hired by the Board of Directors (Trustees).
- B. The Head of School should be responsible for hiring and supervising, directly or indirectly, all other Day School employees.
- C. If the Head of School is a member of the Rabbinical Assembly, such Head of School may, but need not, be the *mara d’atra*. If the Head of School is not the *mara d’atra*, the Contract should specify the method for establishing who the *mara d’atra* of the Day School should be.

Section 5. Recommended Period of Engagement:

- A. The initial period of employment for a Head of School with prior experience as a head of school should be not less than two (2) years.
- B. Renewals, by mutual agreement, should be completed no later than January 31 of the final contract year for a Head of School's first contract, and no later than the November 15 immediately prior to the end of the term for all subsequent contracts. If the Day School chooses not to renew the Head of School's Contract, but notice is given after the foregoing dates, then, following the end of the Contract, the Day School should continue to pay the Head of School's compensation and medical benefits for a period equal to the delay in notice.

Section 6. Salary and Benefits:

Salary and benefits in the Contract should include:

- A. Base compensation and amount or percent of annual increments.
- B. Health, major medical, disability and life insurance coverage provided by the Day School.
- C. Pension — The contribution of the Day School should not fall below 7% to a 403(b) plan of the choice of the Head of School.
- D. Sick Leave—Reasonable time should be allowed for sick leave, not charged against the Head of School's vacation time (except in case of prolonged illness (in excess of 30 consecutive days), which may be charged against vacation time).
- E. Personal Leave—Reasonable time should be allowed for personal leave due to unforeseen or emergency circumstances in case of the Head of School and his/her immediate family.
- F. Shiva Leave—As provided in Article 1, Section 8, of this Guide.
- G. Parental Leave—The Day School will allow no less parental leave (maternity, paternity and adoption) than is provided for in current Federal guidelines. A Head of School who becomes pregnant should give ample notice to the Day School.
- H. Annual vacation of at least one month after serving the Institution for eleven months.
- I. Conference allowance and time—should be granted to participate in professional growth programs. To encourage the Head of School's professional growth and development, the Day School should:
 - (1) Assist the Head of School with opportunities to enhance scholarly and professional competence.

- (2) Encourage and underwrite the Educator's attendance at the annual SSDS Conference and, where financially possible, additional conferences, summer institutes and courses.
 - (3) Provide payment of professional dues to the JEA and other professional educational organizations.
- J. The Day School will provide secretarial assistance to the Head of School.
- K. If the Head of School is a member of the clergy and is entitled under the terms of the applicable Federal law to benefit from a parsonage allowance, the Day School, after consultation with the Head of School, should take necessary action to designate the appropriate portion of the Head of School's compensation as parsonage.

Section 7. Support and Evaluation:

The Board should establish together with the Head of School, a support and evaluation committee which should be available to support the Head of School and report, at least twice a year to the Board of Directors with respect to the annual performance review of the Head of School. The committee and the Head of School should establish clear lines of communication with respect to performance issues with the goal that information be shared from the committee to the Head of School and from the Head of School to the Committee on a timely basis throughout the year. The Head of School and the support and evaluation committee should consult not less frequently than annually about the establishment of appropriate performance goals, including standards for administrative effectiveness, educational leadership and long term strategy and planning, and evaluating the Head of School's performance with respect to those goals.

Section 8. Severance and Retirement Arrangements:

The Day School and Head of School should consider a severance arrangement as an incentive to the long term employment of the Head of School. We recommend that the first contract following five (5) years of continued service as Head of School contain a severance arrangement similar to the following. Provided that there has been no gross misconduct or willful neglect of duty, if the Day School chooses not to renew the agreement with the Head of School, the Head of School should receive severance pay. The amount of the severance pay should be calculated at the rate of one twelfth of annual compensation for each year of service to the Day School after five (5) consecutive years; not to exceed one year's pay at the highest rate of compensation. The severance pay should be distributed in equal monthly installments for twelve months commencing two (2) weeks after the last salary payment for the last contract year (including as a payment for that year any amounts paid pursuant to Section 5B).

Section 9. Arbitration:

In the event the Head of School and the Day School dispute any of the aspects of their agreement either party should have the right to submit the dispute to any

impartial group upon which both parties should agree. In the event the parties cannot agree, arbitration of any such dispute should be submitted to the USCJ Standards Committee for mediation and, if necessary, arbitration in accordance with the Committee's rules. Both parties should be bound by such adjudication, which would be enforceable in the appropriate court of law.

Section 10. Sabbatical:

Upon completion of a minimum of seven years of continuous service in the same Day School, the Head of School may be granted a Sabbatical Leave for the purpose of further professional growth and personal renewal. Taking into account the individual circumstances, the Board of Directors and Head of School should work out an arrangement for the length of leave, compensation, and agreed upon term of post-sabbatical institutional service.

Article 6B – Contractual Relations With The Head Of A Solomon Schechter Day School (Affiliated With A Member Synagogue)

Section 1. Introduction:

Solomon Schechter Day Schools (each a “Day School”) comprise one very important option for educating the children of our member congregations. Some Day Schools are affiliated with member congregations; many are independent of any member congregation. Most of the issues regarding a Head of School will be the same for Day Schools, whether or not affiliated with a member synagogue, but there are enough differences to warrant separate Articles for each situation.

Section 2. The Nature of the Relationship:

The Head of School should be the lead professional for a Day School, being ultimately responsible for all administrative, staff, and curricular functions, subject to supervision as provided in Section 4A. The Head of School should also be the “public face” of the Day School, and should embody and live the mission of the Day School.

Section 3. Board of Directors:

For accreditation and/or licensing purposes, Day Schools often need a Board of Directors or Trustees separate from the Synagogue Board of Directors. Some synagogues create a separate board to operate the Day School with autonomy; others create a board that in essence is a committee of the Synagogue Board, with little or no independent authority.

Section 4. Principles Governing the Contractual Relationship:

In entering into the actual contractual relationship with the Head of School, the Day School should take the following into account:

- A. The Head of School should report to the Senior Rabbi of the congregation.
- B. The Head of School should be responsible for hiring and supervising, directly or indirectly, all other Day School employees that serve only the Day School. Supervision of employees shared by the Day School and other Synagogue functions should be clearly set forth.
- C. The Senior Rabbi of the congregation should be the *Mara d’Atra*, even if the Head of School is a rabbi. If the Senior Rabbi of the congregation is not the *Mara d’Atra*, the Contract should specify the method for establishing who the *Mara d’Atra* of the Day School should be.

Section 5. Recommended Period of Engagement:

- A. The initial period of employment for a Head of School with prior experience as a head of school should be not less than two (2) years.
- B. Renewals, by mutual agreement, should be completed no later than January 31 of the final contract year for a Head of School's first contract, and no later than the November 15 immediately prior to the end of the term for all subsequent contracts. If the Day School chooses not to renew the Head of School's Contract, but notice is given after the foregoing dates, then, following the end of the Contract, the Day School should continue to pay the Head of School's compensation and medical benefits for a period equal to the delay in notice.

Section 6. Salary and Benefits:

Salary and benefits in the Contract, subject to synagogue employment policies, should include:

- A. Base compensation and amount or percent of annual increments.
- B. Health, major medical, disability and life insurance coverage provided by the Day School.
- C. Pension — The contribution of the Day School should not fall below 7% to a 403(b) plan of the choice of the Head of School.
- D. Sick Leave—Reasonable time should be allowed for sick leave, not charged against the Head of School's vacation time, (except in case of prolonged illness (in excess of 30 consecutive days) which may be charged against vacation time).
- E. Personal Leave—Reasonable time should be allowed for personal leave due to unforeseen or emergency circumstances in case of the Head of School and his/her immediate family.
- F. Shiva Leave—As provided in Article 1, Section 8, of this Guide.
- G. Parental Leave—The Day School will allow no less parental leave (maternity, paternity and adoption) than is provided for in current Federal guidelines. A Head of School who becomes pregnant should give ample notice to the Day School.
- H. Annual vacation of at least one month after serving the Institution for eleven months.
- I. Conference allowance and time—should be granted to participate in professional growth programs. To encourage the Head of School's professional growth and development, the Day School should:
 - (a) Assist the Head of School with opportunities to enhance scholarly and professional competence.

- (b) Encourage and underwrite the Educator's attendance at the annual SSDS Conference, and where financially possible, additional conferences, summer institutes and courses.
 - (c) Provide payment of professional dues to the JEA and other professional educational organizations.
- J. The Day School will provide secretarial assistance to the Head of School.
- K. If the Head of School is a member of the clergy and is entitled under the terms of the applicable Federal law to benefit from a parsonage allowance, the Day School, after consultation with the Head of School, should take necessary action to designate the appropriate portion of the Head of School's compensation as parsonage.

Section 7. Support and Evaluation:

The person or persons to whom the Head of School reports (see Section 4A) should establish together with the Head of School, a support and evaluation committee which should be available to support the Head of School and report, at least twice a year to the person or persons to whom the Head of School reports with respect to the annual performance review of the Head of School. The committee and the Head of School should establish clear lines of communication with respect to performance issues with the goal that information be shared from the committee to the Head of School and from the Head of School to the committee on a timely basis throughout the year. The Head of School and the support and evaluation committee should consult not less frequently than annually about the establishment of appropriate performance goals, including standards for administrative effectiveness, educational leadership and long term strategy and planning, and evaluating the Head of School's performance with respect to those goals.

Section 8. Severance and Retirement Arrangements:

The Day School and Head of School should consider a severance arrangement as an incentive to the long term employment of the Head of School. We recommend that in the first contract following five (5) years of continued service as Head of School contain a severance arrangement similar to the following. Provided that there has been no gross misconduct or willful neglect of duty, if the Day School chooses not to renew the agreement with the Head of School, the Head of School should receive severance pay. The amount of the severance pay should be calculated at the rate of one twelfth of annual compensation for each year of service to the Day School after five (5) consecutive years; not to exceed one year's pay at the highest rate of compensation. The severance pay should be distributed in equal monthly installments for twelve months commencing two (2) weeks after the last salary payment for the last contract year (including as a payment for that year any amounts paid pursuant to Section 5B).

Section 9. Arbitration:

In the event the Head of School and the Day School dispute any of the aspects of their agreement either party should have the right to submit the dispute to any impartial group upon which both parties should agree. In the event the parties cannot agree, arbitration of any such dispute should be submitted to the USCJ Standards Committee for mediation and, if necessary, arbitration in accordance with the Committee's rules. Both parties should be bound by such adjudication, which would be enforceable in the appropriate court of law.

Section 10. Sabbatical:

Upon completion of a minimum of seven years of continuous service in the same Day School, the Head of School may be granted a Sabbatical Leave for the purpose of further professional growth and personal renewal. Taking into account the individual circumstances, the Board of Directors and Head of School should work out an arrangement for the length of leave, compensation, and agreed upon term of post-sabbatical institutional service.

Article 7 – Contractual Relations With The Youth Director

Section 1. General Principles:

- A. The Youth Director is an integral member of the congregation's staff, who should be a professionally trained Jewish adult, charged with supervision and execution of the congregation's Youth Activities program, regardless of title. The Youth Director should be a member of the Jewish Youth Directors Association (JYDA) for the mutual benefit of the Director and the congregation.
- B. The Youth Director should be responsible to and function under the lay supervision of the Youth Chair and Youth Committee of the congregation with ultimate responsibility to the Board of the congregation.
- C. A person applying for the position as Youth Director at congregations affiliated with USCJ, should do so through regular USCJ Placement Commission channels, or by specific invitation from a congregation. The applicant should keep the Placement Commission apprised of the status of negotiations.

Section 2. Term and Tenure:

- A. The professional relationship between the Youth Director and the congregation should be stated in a written agreement between the parties. The agreement should spell out the terms of the engagement, including a job description and reference to this Guide as a part of the agreement.
- B. The engagement year should run from August 1st through the following July 31st, so that program preparation can occur in a timely fashion.
- C. The initial appointment should be for one year. Subject to the provisions of Section 5(d), below, good faith negotiations for subsequent years should be commenced no later than April 1st, or such other date as may be specifically agreed upon, of the calendar year in which the specified term of engagement ends.

Section 3. Responsibilities (General Outline):

The Youth Director should:

- A. Serve as a role model for Jewish living, according to halakha, exemplified by: engaging in organized Judaic study; demonstrating an ability to read Hebrew well; regular participation in religious services; observance of Shabbat, kashrut, Jewish holidays and the religious practices of the Conservative Movement.
- B. Implement policies established by the Central and Regional offices of USCJ.

- C. Formulate programs and activities, with appropriate materials for Jewish pre-teens and teenagers.
- D. Assume overall supervision of youth advisors in the youth department, from engagement through termination, in consultation with appropriate congregational leaders and designated staff professionals.
- E. Participate in planning and attending community-wide, regional and international USY, Kadima and Koach, College-Age conventions, conferences and other youth events to the extent agreed upon with the congregation.
- F. Maintain positive, ongoing working relationships with the Rabbi and Hazzan and other congregational professionals; congregational officers and committees; all affiliates of the Conservative Movement; and the Regional and Central offices of USY and Koach.
- G. Plan and conduct youth staff meetings.
- H. Maintain adequate supervision of all youth participants, in accordance with all applicable laws and rules. All congregational policies and other regulations relating to Jewish observances and youth participation are the responsibility of the Youth Director.
- I. Attend and participate in JYDA conventions and all reasonable expenses should be paid by the congregation.

Section 4. Health and Retirement Benefits:

The congregation should provide for health insurance and retirement benefits in keeping with programs offered to other members of the congregation's professional staff.

Section 5. Termination of Engagement:

- A. The termination date of the engagement should be specified in the agreement between the Youth Director and the congregation.
- B. The Youth Director and the congregation are expected to retain their professional contractual relationship for the entire term of the engagement.
- C. The contractual term of the Youth Director may be terminated at any time during the first year for any failure to perform in accordance with the standards and procedures established by the congregation, including this Guide. Thereafter, the Youth Director may be terminated for cause, which includes violation of the USCJ Standards, or of the provisions of Section 3(A), following due notice and a hearing to determine the basis for such termination.

- D. The Youth Director should be notified in writing by April 1st, or such other date as may be specifically agreed upon, of the calendar year in which the specified term of engagement ends, to provide a reasonable time to seek other positions during the customary hiring period. The same obligation of notification should rest on the Youth Director who determines not to continue beyond the current term. Failure to give such notice should not be construed to extend or renew the period of engagement.
- E. Absent specific contractual provisions, nothing contained herein should be construed to grant tenure or to provide for severance pay.