

(Excerpted from)

## **The USCJ Guide to Contractual Relations**

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The United Synagogue of Conservative Judaism  
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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).
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  - (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.

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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.

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