

GUIDELINES FOR

EDUCATOR
CONGREGATIONAL
RELATIONSHIPS

The Union of American Hebrew Congregations
The Central Conference of American Rabbis
The National Association of Temple Educators

BACKGROUND

In 1987, then UAHC Board of Trustees Chairman, Charles J. Rothschild, Jr., appointed a committee to review Guidelines for Educator-Congregational Relationships within the Reform Movement. The initial draft of the *Guidelines*, prepared by the Reform Movement's Commission on Jewish Education, was presented to the UAHC Board of Trustees on June 14, 1987, by the then President of the National Association of Temple Educators, Robert E. Tornberg, R.J.E. During that presentation, members of the Board of Trustees offered a number of substantive suggestions which led to the formation of a UAHC review committee, chaired by John F. Lippmann and directed by Rabbi Daniel B. Syme, R. J.E.

Over the ensuing months, the full committee met two times and consulted extensively by mail and telephone. The *Guidelines* were presented to the UAHC Executive Committee where they were endorsed and recommended on September 19, 1988, and subsequently by the full UAHC Board of Trustees on October 20, 1988.

The document before you has been approved also by the Commission on Jewish Education, the Board of Directors of the National Association of Temple Educators (NATE), and the Board of Directors of the Central Conference of American Rabbis (CCAR).

Thanks are due to all those who served on the committee and who contributed valuable suggestions at various stages of the process:

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PREAMBLE

Jewish Education is a major link in Jewish survival and for the transmission of our heritage and culture. To enhance the role of the Jewish Educator, the Board of Trustees of the Union of American Hebrew Congregations, the Executive Board of the Central Conference of American Rabbis and the National Association of Temple Educators have developed jointly these *Guidelines for Educator-Congregational Relationships*.

Nothing in this publication is intended to supersede existing applicable law or the Constitution and By-laws of the individual congregation. The adoption of these *Guidelines* by the UAHC Board of Trustees, NATE and the CCAR Executive Board does not automatically make them a part of the agreement between a congregation and its Educator. *In order for these guidelines to apply*, they must be specifically adopted and incorporated into the agreement between Educator and congregation.

We present these as an optimum goal, recognizing that some congregations may determine to incorporate only a portion of them as a result of the individual congregation's finances and personnel practices.

We believe that these *Guidelines* will prove beneficial to congregations and educators alike in establishing practices and procedures which will result in their mutual benefit and which will create a spirit of true cooperation. In the light of experience, the procedures will be subject to periodic review.

I. INTRODUCTORY STATEMENT

The transmission of Jewish knowledge and culture is vital to the survival of our people. It is critical, therefore, to train and to maintain qualified personnel of the highest standards for this significant area of Jewish life. It is crucial, also, to provide such professionals with the conditions which will attract them to our education programs and which will enable them to carry out their sacred trust with maximum effectiveness.

The Jewish Educator is a person literate in Judaism and trained to utilize appropriate educational methodology to transmit the traditions and the values of Judaism to our present and future generations. The Educator's skills which are brought to this task enhance and complement the roles of other Jewish professionals within the synagogue community.

The term "Jewish Educator" as used in these *Guidelines* shall refer to an Educator who has attained the title of "Reform Jewish Educator" (R.J.E.) and/or the status of "Full" member in the National Association of Temple Educators. Requirements for each of these designations are delineated in the attached Appendices

II. DUTIES AND RESPONSIBILITIES OF THE TEMPLE EDUCATOR

The Rabbi is the supervisor of the professional staff. It is, therefore, vital to help engender strong professional relationships between the Educator, Rabbi, other congregational professionals, the governing body of the congregation and its membership. The Educator helps to provide vision, leadership, and direction for the congregation's educational programming. Responsibilities may include, but are not limited to the following:

- A. Formulate and develop programs to supervise and administer the religious school, as well as educational programs for the entire congregation.
- B. Serve as a Judaic/Educational resource for the congregation.
- C. Participate in community-wide and national educational organizations and projects, with the approval of the appropriate congregational body.

III. PLACEMENT PROCEDURES

In order to assure the highest standards locally and nationally, UAHC congregations and full time educators should utilize the NATE, CCAR or ACC placement services for full time positions. Congregations and educators seeking part-time positions are encouraged to do likewise.

IV. THE AGREEMENT BETWEEN CONGREGATION AND EDUCATOR

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

A. Recommended Period of Engagement

1. The initial engagement of the Educator should be for a minimum period of two (02) years, except for an Educator with no prior experience who may be engaged for one (01) year.
2. The first renewal should be for a minimum period of three (03) years.
3. Each additional renewal should be for a minimum period of three (03) years.
4. For all renewals: by January 31 of the last year of each contract, the congregation and the Educator should agree in principle upon their future relationship, concluding their detailed negotiations as promptly as possible thereafter.

B. Terms of Agreement

Upon the appointment of the Educator, a contract, a letter of agreement, or similar

document should be signed by the Educator and the authorized officer or officers of the congregation.

Such document should include:

1. Job description
2. Compensation agreement, including the enrollment of the Educator in a suitable pension plan such as the Reform Pension Plan of the UAHC-CCAR-NATE-NATA. (The Reform Pension Program currently recommends an annual pension contribution of 18% of the participant's salary, 15% to be contributed by the congregation and 3% by the participant.)
3. Health, major medical and disability insurance at a level equivalent to that offered to other professional staff of the congregation.
4. Conference allowance and time to participate in professional growth programs. In furtherance of this, and because a skilled and trained Educator returns benefits to the total congregation program, the congregation should, as its resources permit:
 - a. Assist the Educator with opportunities to enhance scholarly and professional competence, especially after the first contract renewal.
 - b. Encourage and underwrite the Educator's attendance at the annual NATE Conference, and where financially possible, other conferences, summer institutes and courses.
5. Cost of moving the Educator's family and possessions at the time of original employment.
6. Annual vacation of at least one (01) month.
7. Allowance for time spent on congregationally approved activities, such as serving on the staff of UAHC camps or conclaves, professional development, leading congregation-related trips to Israel and NATE activities, should not be charged against annual vacation.

C. Additional Benefits

1. *Sabbatical Leave*—Upon completion of a minimum of seven (07) years of continuous service in the same congregation, the Educator may be granted a Sabbatical Leave of Absence for the purpose of further professional growth and personal renewal. Taking into account the individual circumstances, the Rabbi, Educator and congregation should work out an arrangement for the length of leave, compensation, and an agreed upon term of post-Sabbatical congregational service.
2. *Parental Leave*—Given Judaism's traditional commitment to the family, congregations should gladly support the decision of Jewish parents to have children. An Educator who becomes pregnant or who adopts a child, should give ample notice of such to the congregation and should receive two (02) months leave, ideally with full pay and benefits. If additional leave is required, the terms should be determined by mutual agreement between the Educator, the Rabbi, and the congregation. Well in advance of the leave, the Educator should plan for the continued functioning of the congregation's educational program.
3. *Sick Leave*—Reasonable time should be allowed for sick leave, which should not be charged against the Educator's vacation time.
 - a. During the first (01) contract period of an Educator's association with a congregation, a maximum of 15, non-cumulative days per week sick leave at full pay is recommended.
 - b. During the second (02) and subsequent contract periods, an Educator who is unable to carry on his/her duties because of illness or temporary disability is entitled to non-cumulative sick leave. The duration and conditions of the sick leave should be jointly determined by the Educator and the congregation after due consideration of the number of years of service to the congregation, as well as the waiting period of the Educator's disability insurance.

4. *Disability*—For reasons of economy, most disability insurance coverage provides for a waiting period of up to six (06) months before any disability insurance payments are made. During this waiting period, the congregation should pay the Educator's salary and fringe benefits in full. Medical documentation must be provided as requested.
5. *Personal Leave*—Reasonable time should be allowed for personal leave due to unforeseen or emergency circumstances.

D. Evaluation

Evaluation of the Educator's performance should be an accepted procedure of the congregation and the professional. This should assist in the assessment of attaining previously established educational priorities of the congregation. Each congregation should determine the most appropriate method of evaluation. The method chosen should be fully discussed with, and agreed upon by, the Educator, the Rabbi, and congregational representatives before the start of this process.

E. Continuing Contract

A continuing contract, when agreed to by both the Educator and the congregation, affords the Educator the dignity and the security of serving the congregation without formal re-election. A review may be requested, either by the Educator or the congregation. Under the terms of a continuing contract, salary and other benefits should be negotiated periodically.

F. Termination of Service

1. An Educator who desires not to renew the agreement shall give notice to the congregation, in writing, not later than January 1 of the last year of the agreement.
2. The congregation may dissolve the relationship in the last year of the current commitment by giving the Educator notice, in writing, by January 1 of the year.
3. If the congregation does not renew the agreement of an Educator who has served the congregation for eight (08) years or longer, the Educator should receive severance pay, provided that there has been no gross misconduct or willful neglect of duty. The amount of severance pay should be calculated using the general guideline of one (01) month's salary for each year of service to the congregation. This formula may be adjusted higher or lower, taking into account all of the circumstances, including provisions for a payment schedule, and reduction in the severance amount if the Educator secures another position at a comparable or increased salary during the severance pay period.

G. The Educator Serving Part-time

A congregation may choose to engage an Educator on a part-time basis. The Educator's duties and responsibilities should be precisely defined in writing, specifying how many hours each week and how many days each month are to be devoted to the part-time post. The Educator serving part-time should be engaged for a fixed term, and should receive prorated pension and other fringe benefits as described above.

V. RETIREMENT

A. Planning for Retirement

When the Educator nears retirement age, the congregation and the Rabbi should begin to plan for the Educator's retirement. The Reform Pension Board (RPB) will provide information as to accrued and anticipated coverage for the Educator and options available for retirement. All agreements relating to the Educator's retirement, date of retirement, and financial provisions, should be clearly agreed to by the Educator and the congregation, with copies provided to all parties concerned.

1. Age of Retirement

Retirement normally takes place at any time after age 65. It is expected that

retirement will occur no later than age 70. Other times for retirement may be specified by contractual agreement.

2. *Pension*

Upon retirement, an Educator should receive a pension amounting to a minimum of 60% of his/her annual income. The bulk of the pension should derive from the pension plan in which the Educator has been enrolled over the course of his/her career. The congregation may supplement the difference between that amount and the ideal 60% figure as its resources permit. Every two (02) years, the congregation should review the amount of pension received by the Educator, or, in the event of death, by the surviving spouse, taking into account the then current United States or Canadian government's cost of living indices.

3. *Medical Insurance*

After the Educator's retirement, the congregation should continue to maintain access to any programs of medical insurance in which it has enrolled the Educator.

4. *The Educator's Dependents*

In planning for the Educator's retirement, the congregation should take steps to protect the Educator's spouse and dependents in the event of his/her death, such as continuation of access to health insurance and supplemental pension benefits, provided in accordance with previous agreements.

B. The Educator Emeritus

1. *Granting the Title*

At the time of the Educator's retirement, the title "Emeritus" may be conferred by the congregation. Other honorary titles may also be conferred by agreement between the retiring Educator and the congregation.

2. *The Role of the Educator Emeritus*

Only the Educator can carry the responsibility for the administration of educational functions in the congregation. When a new Educator is engaged, this responsibility is automatically transferred to him/her. The Educator Emeritus should help to establish the successor in the position, and should guide temple members to understand that the new Educator is the Educator of the congregation. The new Educator has an obligation to accord the Educator Emeritus the proper honor and courtesy.

C. The Deceased Educator's Spouse

All of the privileges and courtesies accorded to the Educator's spouse during the Educator's tenure should be continued after the Educator's death.

VI. CONCILIATION AND ARBITRATION

A. The Function of the National Commission on Educator-Congregational Relationships (NCECR)

A National Commission on Educator-Congregational Relationships, composed of representatives of the Union of American Hebrew Congregations and the National Association of Temple Educators, will interpret the procedures set forth in these *Guidelines*. When tensions occur in the relationship between the Educator and the congregation, the Board of Trustees and/or the Educator should promptly call upon the Commission for assistance in resolving the differences at an early stage.

Should a more serious dispute arise, either the Educator or the congregation should call upon the Commission to conciliate or to arbitrate.

Once the Commission has the matter before it, placement service will be suspended for both the Educator and the congregation until authorization has been given by the Commission. During this process, the congregation should continue to pay the Educator's salary and all benefits, while the Educator should continue to fulfill all responsibilities and commitments.

B. Procedures of the Commission

1. The Commission may offer counsel and advice to the Educator and/or the congregation.
2. The Commission may appoint a conciliation team to ascertain the facts and to recommend solutions. Some recommendations might be offered at the time of conciliation, but normally the team reports to the Commission. The Commission will then officially transmit the report and its recommendations, in writing, to each of the participants. Once the recommendations are accepted by both parties, they shall become binding.
3. If conciliation fails to resolve the dispute, the Commission may recommend arbitration under rules which it will propose.
4. In both conciliation and arbitration, the Commission will be guided by:
 - a. the facts
 - b. any existing contractual relationships
 - c. these *Guidelines*.
5. The parties to all conciliation and arbitration proceedings should agree to be bound by rules of procedure which the Commission may adopt from time to time.
6. In all cases involving arbitration, both Educator and congregation shall have a choice of available Commission personnel. Each shall choose one. The two thus selected shall choose the third.
7. The Commission may call upon educators and lay people who are not members of the Commission to represent it, thus widening the possible panel of arbitrators in order to carry out the provisions of paragraph 6.

I. STANDARDS FOR THE TITLE OF REFORM JEWISH EDUCATOR (R.J.E.)

As ratified by the following constituent bodies of the Reform Movement:

- American Conference of Cantors (ACC)
- Central Conference of American Rabbis (CCAR)
- Hebrew Union College-Jewish Institute of Religion (HUC-JIR)
- National Association of Temple Educators (NATE)
- Union of American Hebrew Congregations (UAHC)
- UAHC-CCAR-NATE Commission on Jewish Education

Conferred by the

REFORM JEWISH EDUCATOR TITLE GRANTING COMMISSION

(referred to below as: Commission and differs from the National Commission on Educator-Congregational Relationships referred to in the preceding text also as Commission)

Option A:

1. Rabbinic ordination from HUC-JIR or other Commission-approved institution, and
2. Minimum of 36 credits or their equivalent in Education and Educational Administration granted by colleges and/or universities, including credits completed as part of the rabbinic program, and
3. Educational internship of one year supervised by a Commission-approved academic institution or designee thereof, and served either at the time of post-baccalaureate study or thereafter, and
4. Two years as an educational supervisor in a Reform or communal setting in a post-academic appointment, and the equivalent of two academic years as a teacher or group leader in such settings.

Option B:

1. Investiture from the School of Sacred Music, HUC-JIR or other Commission-approved institution, and
2. A minimum of 36 credits or their equivalent in Education and Educational Administration granted by colleges and/or universities, including credits completed as part of the cantorial program, and
3. A minimum of 45 credits or their equivalent in Jewish studies including Classical and Modern Hebrew, granted by colleges and/or universities, including credits completed as part of the cantorial program, and
4. Educational internship of one year supervised by a Commission-approved academic institution or designee thereof, and served either at the time of post-baccalaureate study or thereafter, and
5. Two years as an educational supervisor in a Reform or communal setting in a post-academic appointment and the equivalent of two academic years as a teacher or group leader in such settings.

Option C:

1. Master's degree in Jewish Education from HUC-JIR or other Commission-approved institution, and

2. Educational internship of one year supervised by a Commission-approved academic institution or designee thereof, and served either at the time of post-baccalaureate study or thereafter, and
3. Two years as an educational supervisor in a Reform or communal setting in a post-academic appointment and the equivalent of two academic years as a teacher or group leader in such settings.

Option D:

1. Bachelor's degree in Education from a recognized college or university, or a Bachelor's degree and a minimum of 36 credits in Education and Educational Administration granted by colleges and/or universities, and
2. Master's degree in Jewish Studies, including courses in Classical and Modern Hebrew, granted by colleges and/or universities, of which at least nine credits must be earned on a graduate level, and
3. Educational internship of one year supervised by a Commission-approved academic institution or designee thereof, and served either at the time of post-baccalaureate study or thereafter, and
4. Two years as an educational supervisor in a Reform or communal setting in a post-academic appointment and the equivalent of two academic years as a teacher or group leader in such settings.

II. REQUIREMENTS FOR "FULL" MEMBERSHIP IN THE NATIONAL ASSOCIATION OF TEMPLE EDUCATORS

- A. A graduate of a recognized college/university, having taken courses in:
 1. education and educational administration, or
 2. the equivalent, and
- B. Must meet one of the following requisites:
 1. graduate of a recognized school of higher Jewish studies, or
 2. certified by a recognized school of higher Jewish studies, or
 3. certified by a Jewish licensing board, or
 4. the equivalent in Jewish studies, and
- C. 1. have three years experience in Jewish education in a supervisory capacity in a Reform Jewish setting, two (2) years of which are consecutive immediately prior to the date of application for membership in NATE, or
 2. the equivalent.
(Supervision in a community day school satisfies the Reform supervision requirement for membership.)
- D. Either "B" or "C" above must be in a Reform Jewish setting.

There are several lesser categories of membership in the National Association of Temple Educators. These *Guidelines* are intended solely for those who have attained "Full" membership.
