

The writers of the Bible called the relationship between God and the Jewish people a *brit* (covenant), which is also used to signify a solemn pact between individuals. The term implies mutuality, and suggests that each party in a relationship has obligations toward the other. In addition to being a contractual record of promises, a *brit* is a combination of expectations, trust, loyalty and affection.

The relationship between rabbi and congregation should be understood as a *brit*, in which each party enters into a covenant with the other in mutual devotion for a common sacred purpose.

(date)

Dear Rabbi \_\_\_\_\_:

We are pleased to offer you the following agreement. When countersigned by you, this letter will serve as the record of the agreement.

**1. Term**           The term is the \_\_\_\_ year period commencing \_\_\_\_\_ and ending\_\_\_\_\_.

The congregation will notify you in writing by December 1, \_\_\_\_\_ whether it proposes to renew and extend your employment as rabbi and you will notify us in writing within two weeks whether you accept or decline the invitation to negotiate the renewal of the agreement. If you accept, we will negotiate the terms of the extension in good faith and work to complete the process by February 1, \_\_\_\_\_.

If you do not accept the invitation to negotiate or, if we do not complete the process by February 1, \_\_\_\_\_ then this agreement will end on \_\_\_\_\_ unless we mutually agree in writing to extend the date.

Nothing in this agreement shall prevent you and the congregation from mutually deciding to end the agreement before its last day. If we agree to end the relationship but acceptable terms cannot be reached, the matter will be governed by section 9 of this agreement.

## **2. Job Description**

Your job description will be generally in accordance with the duties you have been providing to us. Together we will continue to refine the list of responsibilities. It is understood that changes of job description may arise from time to time. Such changes will be mutually discussed and agreed upon.

You will report to the Board of Directors of the congregation, for which the president of the congregation or the president's designee will act as spokesperson.

We will also continue to refine with you a mutually agreed upon ongoing process of evaluation and feedback as part of an ongoing process of evaluation of the larger congregational system, including an annual review of your accomplishments within the system.

### 3. Annual Salary and Tax Status

Your salary for each of the years, exclusive of benefits, will be as indicated below. If the congregation reimburses you for 50% of the Social Security/Medicare taxes, the reimbursement will be taxable income to you per the schedule below.

Salary

(year) \$\_\_\_\_\_ [+ Social Sec./Medicare reimbursement of \$\_\_\_\_\_ ] = total \$\_\_\_\_\_

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Your annual salary will be paid in (12) (24) equal payments (once) (twice) per month.

In accordance with IRS guidelines and regulations, you will inform the congregation what part of your salary will be designated annually for your clergy housing allowance (“parsonage”). This amount will be recorded in each year of the contract in writing to you from the president and/or in the minutes of the congregation’s board. The amount designated will stay the same unless you ask the congregation to change it.

In accordance with current IRS guidelines and regulations for clergy, your income will be reported on a W2 form and you can request that the congregation withhold income tax at the rate you request.

(According to current Social Security regulations, clergy are *self-employed* for the purpose of Social Security and Medicare tax, meaning they have to pay the entire amount [15.3%] on their own, whereas other employees would pay half of that amount and the congregation would pay the other half. Many congregations therefore provide a reimbursement to the rabbi of half of those taxes.)

### 4. Benefits

A. You and any members of your family will be complimentary members of the congregation, which will include preschool and religious school tuition, any fees or expenses associated with membership and pre- or religious school, as well as any fees or expenses for synagogue events and programs.

B. The congregation will pay for family health (dental, vision) insurance as mutually discussed and agreed upon.

C. You will receive in each year of this contract a pension contribution of 15% of your annual salary (exclusive of Social Security/Medicare reimbursement if any) as it appears in section 3 of this agreement. The payments will be made according to a mutually agreed-upon timetable in conformity with regulations governing the plan. You are solely responsible for the plan you choose.

D. You will receive 30 days of paid vacation per year to be scheduled by mutual agreement.

E. You will receive \_\_\_\_weekends (normally Friday night-Sunday) off per [month] [year] to be scheduled by mutual agreement. These days will not count against vacation or personal time.

F. You will receive the equivalent of 2 days off per week to be scheduled by mutual agreement.

G. You will receive sick leave as needed. \*

You will receive personal leave as needed. \*\*

You will receive at least 9 days, not including travel days, for observance of funeral, shiva and family obligations that come with a death in your immediate family.

\*The advantage of specifying is that ambiguity and/or disagreement are avoided; The disadvantage is that flexibility is restricted. Most contracts read "as needed."

\*\* Some contracts specify the number of days, usually up to 15.

H. You will receive [8 weeks paid parenting leave if you are the primary care-giver] [up to 8 weeks paid parenting leave if you are not the primary care-giver] following the birth or adoption of a child, and additional leave, paid or unpaid, as agreed in good faith between you and the congregation's designated representative.

I. In the event of long-term disability, all payments and benefits shall continue for 180 days from the onset of your disability.

J. If invited to serve on the staff of Camp JRF, you will receive \_\_\_\_ week(s) per summer that will not be counted against vacation or personal leave.

## **5. Professional Development, Support and Reimbursements**

A. Recognizing that attendance at rabbinic and other Jewish conferences is an important aspect of a rabbi's professional development, and recognizing that such attendance enriches the congregation and its ties to the Reconstructionist movement, the congregation will pay the normal expenses (travel, registration, hotel, meals, fees) incurred in your attending the

conventions of the Reconstructionist Rabbinical Association (annual) and any conventions scheduled by the Jewish Reconstructionist Communities.

B. You will receive \$\_\_\_\_\_per year to attend other professional conferences or programs.

C. You will receive \$\_\_\_\_\_ annually for additional professional development, such as publications, distance-learning courses and similar programs related to your work.

D. The congregation will reimburse you for synagogue-related professional expenses. (For example, a dedicated landline or cellphone account, travel/parking/registration/meals at a Federation annual event, etc.) For expenses greater than \_\_\_\_\_prior approval will be needed.

## **6. Sabbatical**

After [six] [seven] years of continuous service to the congregation you will be eligible for a sabbatical. The details will be mutually agreed to at least a year in advance, using the sabbatical guidelines of the Reconstructionist Placement Office as a reference.

## **7. Discretionary Fund**

The congregation will maintain a Rabbi's Discretionary Fund to be used for purposes consistent with the charitable and non-profit status of the congregation. The rabbi shall have full and complete discretion and control with regard to the fund. The fund may not be used for personal, family or professional expenses of the rabbi. The fund shall be available for an annual outside audit that will not compromise the confidentiality of the fund. The fund shall remain the sole and exclusive property of the congregation. IRS guidelines and regulations for such funds should be reviewed on a regular basis.

## **8. Termination (non-mutual)**

### **A. By the congregation for cause**

*Cause* shall be a material breach by you of this agreement as voted upon in accordance with the congregation's bylaws by [the Board of Trustees] [the congregation], at a duly-called meeting, and acting upon a recommendation from the [Officers] [Executive Committee].

You will receive written notice of the reason for the vote of the Board and will be given forty-five days to remedy or respond. If there is no remedy or acceptable response within forty-five days, your relationship with the congregation will end no longer than thirty days later with notification to be in writing. Any dispute concerning the termination will be governed by section 9 of this agreement.

### **B. By the rabbi for cause**

*Cause* shall be a material breach by the congregation of this agreement. You will inform us in writing of the breach and we will have thirty days to remedy or respond. If we do not

remedy or provide an acceptable response you will have the right to terminate this agreement with notification to be in writing. Any dispute over the timing of your leaving the congregation and the compensation and benefits due you will be governed by section 9 of this agreement.

C. By the congregation not for cause

Upon a vote in accordance with the congregation's bylaws by [the Board of Trustees] [the congregation], at a duly-called meeting, and acting upon a recommendation from the [Officers] [Executive Committee], the congregation may, with at least four months written notice, terminate this agreement after the midpoint of the contract period

When terminating the agreement before its ending date not for cause, the congregation will be responsible for full payment of the rabbi's compensation package through the end of the contract period. Any dispute over the compensation and benefits due you will be governed by section 9 of this agreement.

D. By the rabbi not for cause

You may terminate this agreement at any time with at least four months notice, with notification to be in writing, such that you would leave no sooner than the conclusion of the first year of your contract unless an earlier date is mutually agreed upon. Any dispute will be governed by section 9 of this agreement.

**9. Arbitration**

As a first step in resolving any dispute arising out of this agreement we will attempt to negotiate or mediate the dispute internally using any mutually agreed-upon mechanism. If such a mechanism cannot be agreed upon or the dispute cannot be otherwise resolved, the parties agree to submit to arbitration by the Reconstructionist Placement Commission (as described in Sec. 22 of the Placement Guidelines) in accordance with its established procedures. Such arbitration will be fully binding on both parties. The congregation and/or the rabbi shall pay any resulting travel costs as assessed by the Placement Commission.

Kindly indicate your understanding and acceptance of these terms in the space provided below and return a copy to us.

Sincerely,