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 very pleased to offer you the following agreement. When countersigned by you, this letter will serve as the agreement between us.

**1. Term** The term is the ___-year period commencing _____ and ending_____.

*Choose one of the following:*

**A.** By mutual agreement, the contract may be extended for (an) additional year(s), to _____. The congregation will notify you in writing by December 1, ____of its intention to extend the agreement for the option year(s) _____ and you will notify us in writing within two weeks whether you accept or decline.

**B.** 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 agreemen

**2. Job Description**

Your job description will be generally in accordance with the duties noted in the Rabbinic Search Application completed by us for the Reconstructing Judaism Placement Office. Together we will develop a more definitive 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 in writing.

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 develop 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.

You shall, at all times, enjoy the *freedom of the pulpit*, including the freedom to preach on whatever topic and in whatever manner you shall deem appropriate. Subject to approval of any financial commitments, you shall be free to invite from time to time one or more persons that you may deem qualified, whether rabbis or otherwise, to share the pulpit with you or serve in your place during an absence. No person shall occupy the pulpit or share it with you without your express consent.

**3. Annual Salary and Tax Status**

(The content of this section is for informational purposes only. Before finalizing this section you should seek counsel from appropriate tax and legal professionals.)

Your gross annual 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 $_____

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

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

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 writing.

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. Congregations can help by providing a taxable reimbursement to the rabbi for half of those taxes. Rabbis can help themselves by taking advantage of two tax deductions when they file their taxes which will help to equalize the situation.)

## 4. Benefits

What follows is a description of usual and recommended benefits. If a specific benefit cannot be fulfilled at the beginning of the rabbi-congregation relationship, every effort will be made to achieve that benefit as quickly as possible.

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 in writing 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 written agreement.

G. You will receive sick leave as needed. // You will receive___days of sick leave *

You will receive ___ days of 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. Following the birth or adoption of a child for whom you are a primary caregiver or to care for your spouse, child, or parent who has a serious health condition; you may take up to [six, twelve, or other agreed upon number of] weeks of paid leave 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 Havaya, 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 and Reconstructing Judaism.

B. You will receive [$_____] and/or [_____days] 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.)

**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 Reconstructing Judaism 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)

[Congregations should ensure that the recommendations in this section agree with the congregation's by-laws, which should include provisions governing termination of the rabbi's employment. Changes or adjustments may be necessary so that the bylaws and contract are in agreement.]

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 thereafter, your relationship with the congregation will end no longer than thirty days after 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 month's notice. Any dispute being governed by section 9 of this agreement.

* depends on the congregation's bylaws.

## 9. Dispute Resolution

If you and the congregation through its governing officers and/or committees cannot resolve by mutual agreement a dispute concerning the performance or interpretation of this agreement, then except in an emergency, you and the congregation shall attempt first to arrive at agreement as described below prior to petitioning a court:

A. Upon ____ days/weeks written notice, you and the congregation each will provide the other in writing the names of at least one mediator to assist in the resolution of the dispute. If within _____ days of the exchange of possible mediators, you and the congregation cannot agree on the choice of a mediator, each party will choose one (1) mediator and those two (2) mediators will choose the mediator for the dispute. The parties' attempt to reach agreement through mediation will consist of a minimum of [three (3)] sessions with the mediator unless resolved earlier. The parties will divide the mediation costs equally unless the parties agree otherwise.

B. If you and the congregation cannot resolve the dispute through mediation as described in section 9A above, then the parties will submit the dispute to arbitration by the Reconstructionist Movement as follows:
    a. Within ____ days/weeks after the last mediation session, the parties will notify Reconstructing Judaism and the RRA in writing of the need for arbitration.
    b. A three-member arbitration panel will be assembled to resolve the dispute as follows:
        i. The Placement Director and the executives of Reconstructing Judaism and the RRA will jointly appoint a chair of an arbitration committee. The parties acknowledge the value of choosing a chair from the leadership of the Reconstructionist Movement (either a layperson or rabbi) and acknowledge that at times the most appropriate person may be someone outside the Reconstructionist Movement including but not limited to a leader of another branch of Judaism or a retired jurist.
        ii. The RRA in consultation with the rabbi and Reconstructing Judaism in consultation with the congregation will then appoint one member each from their respective organizations for a committee of three.
    c. The decision of the arbitration panel will be binding.
    d. The congregation and/or the rabbi shall pay any resulting travel costs as assessed by the panel.

**10. Placement Guidelines**

By reference the Reconstructing Judaism Placement Guidelines dated _____ including any amendments, are included in this agreement.

**11. Writing**

You and the congregation agree that each party will satisfy any obligation under this agreement to provide written notice or written instructions by sending the other party at that party's then current address or number a letter, e-mail, text, or other future means of communication to which you and the congregation agree in writing in advance.

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

Sincerely,