

**Guidelines for
RABBINICAL-CONGREGATIONAL RELATIONSHIPS**

**UNION FOR REFORM JUDAISM
CENTRAL CONFERENCE OF AMERICAN RABBIS**

AS ADOPTED AND RECOMMENDED BY
THE URJ BOARD OF TRUSTEES
AND THE CCAR
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**THEODORE K. BROIDO
1927-1984**

Guidelines for Rabbinical-Congregational Relationships is lovingly dedicated to the memory of Theodore K. Broido, who was largely responsible for the previous editions of this booklet, and whose wisdom and compassion are reflected on every page of this edition. Ted worked tirelessly to create fair and happy relationships between Rabbis and Congregations, so that in all things Reform Congregations might witness to the very highest ideals of Judaism, and so that God's name might be sanctified in all our dwelling places. Truly, in the word of Torah, here was a man in whom was the spirit.

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PREAMBLE

Sacred Jewish values underlie the partnership between Rabbi and Congregation. To enhance the unique quality of this partnership the Board of Trustees of the Union for Reform Judaism and the Executive Board of the Central Conference of American Rabbis have jointly drawn up this third revision of *Guidelines for Rabbinical-Congregational Relationships*. The procedures set out in this booklet have been tested and refined through decades of experience.

Nothing in this publication is intended to supersede existing applicable law or the constitution and by-laws of the Congregation. However, by-laws generally conforming to these *Guidelines* assist in shaping harmonious Rabbinical-Congregational relationships. The adoption of these *Guidelines* by the URJ Board of Trustees and the CCAR Executive Board does not automatically make them a part of the agreement between a Congregation and its Rabbi. For the *Guidelines* to apply to the individual Congregation and Rabbi, they must be specifically incorporated into the agreement between Rabbi and Congregation.

Out of their firm conviction that the implementation of the *Guidelines* will prove beneficial to Congregations and Rabbis alike, the leadership of the Union and the Conference call upon their members to accept them and to pledge faithfully to fulfill their high responsibility to each other.

The CCAR's *Code of Ethics* also deals with some of the topics covered in the *Guidelines*. The *Code*, most recently revised in 2001, presents standards of Rabbinic behavior which the members of the Conference have agreed to maintain. The provisions contained in the Code are interpreted by the Conference's Committee on Ethics.

I. THE CONGREGATION AND ITS LEADERSHIP

A. The Role of the Congregation

For more than two millennia the Synagogue has served our people as *Beth Hatefillah*, House of Prayer, as *Beth Hamidrash* House of Study, as *Beth Hakeneseth* House of Assembly. As it fulfills these classic roles, the modern congregation becomes worthy of the designation *Kehillah Kedoshah*, a "holy community."

Although historically each Congregation is autonomous, Reform Congregations in North America are voluntarily united in common purpose through the Union for Reform Judaism. Reform Rabbis, who in the tradition of the rabbinate enjoy autonomy in the practice of their calling, are associated in the Central Conference of American Rabbis.

The Union was founded in 1873 by Rabbi Isaac Mayer Wise. In 1875 Rabbi Wise established the Hebrew Union College for the education of Rabbis. In 1950 the College merged with the Jewish Institute of Religion, which had been founded in 1922 by Rabbi Stephen Samuel Wise. The College-Institute, with campuses in Cincinnati, New York, Los Angeles, and Jerusalem, has ordained the great majority of Reform Rabbis serving in North America. The Central Conference of American Rabbis, the third great institution of the Reform Movement, was organized by Isaac Mayer Wise in 1889.

B. The Role of the Congregational Leadership

In some communities the Congregation itself is the governing body, charged with the responsibility of administering all the activities of the institution. In most Congregations, however, the Board (of Trustees) has been delegated responsibility for governance. The Board is enjoined to direct the administrative and financial affairs of the Congregation. By virtue of its election by the membership at large, the Board derives authority from the Congregation as a whole, and it should represent the varied points of view of the membership. Those who are invested with positions of leadership, whether officers or trustees, should understand that their responsibility extends beyond the management of congregational business to include involvement in all phases of the Congregation's programs. Officers and trustees should set an example of commitment to the membership at large by participating actively in worship, study, and other activities offered by the Congregation.

The President of the Congregation is usually the person most directly involved with the Rabbi. The President, as elected lay leader, and the Rabbi, as elected spiritual leader, should meet regularly to consider the welfare of the Congregation. They should keep each other informed of the views of individuals and groups within the Congregation, and (to the extent allowed by the need for confidentiality) of significant events in the lives of congregants. They should acquaint each other with the programs they intend to recommend to the appropriate congregational committees or to the Board. They should encourage each other's efforts to introduce new programs and to stimulate the participation of members in congregational activities. The President and the Rabbi should share their knowledge of the special interests and abilities possessed by

individual congregants, and they should confer when appointments to congregational committees are to be made.

Discussions between the Rabbi and President on congregational business or on personal matters should be carried on in complete candor, and, when appropriate, in confidence. Each should respect the other's knowledge and experience.

C. The Partnership of the Congregational Leadership and the Rabbi

A Congregation is best served when its lay and rabbinic leadership consider themselves partners in carrying on the sacred functions of the Synagogue. Certainly the lay leadership and the Rabbi should interact on all levels of congregational activity. The Officers, Board, congregational committees, and the Rabbi should work closely together: the lay leadership always calling upon the Rabbi for expert advice, based upon scholarship and experience; the Rabbi respecting the judgment, sensitivity, and commitment of the leadership.

D. The Rabbi and the Board of Trustees

The Rabbi should be an *ex officio* member of the Board of Trustees and of its Executive or Advisory Committee, with full privileges of discussion. In recognition of the fact that there may be religious, ethical, and/or programmatic implications in fiscal or administrative policy decisions, the Rabbi should be free to express opinions on these matters, and the Rabbi's viewpoint should be accorded a regard befitting the position of spiritual leader.

11. THE AUTHORITY OF THE RABBI

A. The Rabbi's Status in the Congregation

The Rabbi is the Congregation's chosen spiritual leader, called to minister to the religious, educational, pastoral, and communal needs of the membership. While in a legal sense the Rabbi is an employee of the Congregation, the Rabbi is more than a professional staff person.

The Rabbi's unique authority derives from three sources:

1. Rabbinic ordination attests to the Rabbi's learning and fitness to interpret Judaism. Ordination is granted upon the completion of four years of general studies in a university and five years of graduate study in the Hebrew Union College-Jewish Institute of Religion, or an institution of equivalent rank.
2. Rabbinic authority is broadened by systematic study after ordination, and by association with other Rabbis, with the agencies of the Reform Movement, and with local and national institutions, both Jewish and non-Jewish, which contribute to the Rabbi's scholarship, spiritual growth, and experience.
3. Rabbinic authority within a particular Congregation is derived from the Rabbi's election as spiritual leader by the Congregation. (Specific procedures may differ from Congregation to Congregation.)

B. The Roles of the Rabbi

1. The Rabbi in the Pulpit

The Rabbi always enjoys complete freedom of the pulpit. Rabbis are faithful to the traditions and high demands of their rabbinic calling when they preach and teach Judaism both in its fundamental essence and its application (as each Rabbi sees it) to the contemporary scene.

Only the (Senior) Rabbi of the Congregation may invite another Rabbi or guest speaker to occupy the pulpit.

The conduct of services of worship and life cycle ceremonies should be primarily the responsibility of the Rabbi. When changes in the method of worship are under consideration, the Rabbi should consult with the Cantor and/or the Director of Music and the appropriate congregational committee, and seek a consensus. The Rabbi's especial competence in questions of ritual should be recognized.

2. The Rabbi as Teacher

Rabbis should avail themselves of every opportunity to teach Torah to their congregants.

If the Congregation's staff includes an Educator, the Educator shall consult with the Rabbi in all matters relating to the educational program of the Congregation.

3. The Rabbi as Scholar

The calling of the Rabbi requires regular and diligent study. Therefore, the Congregation should provide the Rabbi with ample opportunity for both formal and private study in Jewish and general areas of learning.

4. The Rabbi as Officiant

The Rabbi shall officiate at life-cycle functions of congregants. Courtesy and practical considerations require that the Rabbi shall determine rituals and procedures which are to be used at these functions. The Rabbi shall officiate in accordance with her/his convictions and with due regard for the customs of the Congregation. Other Rabbis in the Congregation shall officiate only in conformity with the standards and procedures set by the (Senior) Rabbi. The Cantor's especial competence in the field of Jewish music shall be respected in the choice of appropriate music for public worship and for life-cycle functions.

The Rabbi shall serve those individuals and families who seek rabbinic ministrations. In some instances, in the spirit and tradition of Judaism, pastoral activities may be shared by Rabbi, Cantor, and lay people. The Congregation shall recognize the desirability of establishing a proper balance between the time needed for the Rabbi's pastoral obligations and other duties.

5. The Rabbi as Counselor

The Rabbi meets with individuals and families who desire personal guidance. Contacts between the Rabbi and those who seek counsel are always held in strictest confidence.

When, in the Rabbi's judgment, the situation warrants, the Rabbi makes referrals to specialists.

6. The Rabbi in the Community

Rabbis demonstrate their commitment to Judaism through participation in activities which benefit the general community. Rabbis may rightly identify themselves with causes, movements, or institutions which they judge compatible with the teachings of Judaism.

7. The Rabbi as a Person

Rabbis, as do their congregants, require ample time and privacy to fulfill their responsibilities to their family and to maintain their health of body and of mind through regular physical exercise, study, and recreation. The Congregation is best served in its partnership with its Rabbi when it takes the Rabbi's needs as a person into account.

8. The Rabbi and the Lay Leadership

As has been noted previously (Article I, Section C), the Rabbi should interact on all levels with the lay leadership of the Congregation. Experience has demonstrated that a Congregation is best served when its rabbinic and lay leadership consider themselves to be partners in the sacred work of the Synagogue. The President and the Rabbi need to have an ongoing relationship, respect for each other's knowledge and experience, and a genuine desire to work together for the good of the Congregation. They should meet regularly and frequently.

III. RABBINATE: (SENIOR) RABBI, ASSISTANT RABBI, ASSOCIATE RABBI

A. Engagement of Additional Rabbis

The decision to engage additional Rabbis shall be by mutual agreement between the (Senior) Rabbi and the Congregation or its Board of Trustees.

B. Titles

Some Congregations designate each member of the rabbinic staff as Rabbi. Others prefer the titles Senior Rabbi (or Rabbi), Assistant Rabbi, Associate Rabbi. An Assistant Rabbi is generally a Rabbi with less than five years' experience after ordination, although older Rabbis may occupy assistantships.

It should be remembered that each member of the rabbinic staff, of whatever title or rank, is an ordained Rabbi. Assistant and Associate Rabbis are as much entitled to the respect and dignity accorded to the rabbinic office as is a (Senior) Rabbi.

C. The Assistant Rabbi

The selection or re-engagement of the Assistant Rabbi shall be subject to the recommendation and approval of the (Senior) Rabbi. Prior to the engagement of the Assistant, the (Senior) Rabbi, in consultation with the appropriate congregational body, shall define the areas in which the Assistant Rabbi is to function. In performing these

duties, the Assistant shall be responsible to the (Senior) Rabbi, reporting to him/her on all matters of policy and program before taking action.

Upon completion of three years of satisfactory service to the Congregation, the Assistant Rabbi, upon the recommendation of the (Senior) Rabbi to the Congregation or Board or its appropriate committee, shall be eligible for promotion to the position of Associate Rabbi.

D. The Associate Rabbi

The title of Associate Rabbi may be conferred by the Congregation, upon the recommendation and approval of the (Senior) Rabbi and the concurrence of the Board of Trustees, in accordance with one of the following options:

1. An Assistant Rabbi whom the Congregation wishes to retain after the initial three years of service.
2. A newly engaged Rabbi with not less than five years of rabbinic experience.
3. A Rabbi who is engaged with the assurance of succession when the incumbent retires, provided that the Associate will then be eligible under the Guidelines established by the Rabbinical Placement Commission. A Congregation should engage an Associate-Successor only when the (Senior) Rabbi has announced the date of retirement, and when that date is not more than three years in the future.

The duties and responsibilities of the Associate Rabbi shall be determined by the (Senior) Rabbi and the Congregation or the Board of Trustees.

After an Associate Rabbi who has received the title under options (1) or (2) has served the Congregation for three years, the (Senior) Rabbi and the Board of Trustees should decide whether (a) the Associate, if eligible under Placement Guidelines, is to be regarded as successor to the pulpit when the (Senior) Rabbi retires, or whether (b) the Associate is to be invited to remain in her/his present position with the clear understanding that successorship is not to be expected, or whether (c) the Associate is to seek another position, the Congregation allowing ample time to secure placement, or whether (d) the Associate may eventually be considered a candidate for succession to the pulpit, together with other candidates whose names will be provided by the Placement Commission. This determination should be recorded in the Minutes of the Congregation.

E. Co-Rabbi

Experience indicates that effective leadership requires that rabbinic responsibility be vested in a single (Senior) Rabbi. The position of Co-Rabbi is not recommended.

F. The Rabbi Serving Part-Time

Congregations may engage the service of a Rabbi to serve on a part-time basis, either as Rabbi of the Congregation or as an Assistant or Associate Rabbi or to assist the Rabbi of the Congregation. The 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 Rabbi's privacy should be respected in regard to those hours or days not specifically designated for congregational service. The Rabbi

serving part-time is entitled to be elected for a fixed term and to receive prorated pension and other fringe benefits, as provided in subsequent sections of this booklet.

G. Temple Staff

The (Senior) Rabbi is the supervisor of the professional staff. The especial competence brought to the service of the Congregation by each professional staff member must always be respected. The selection and engagement of professional staff members shall be upon the recommendation of the (Senior) Rabbi and the appropriate congregational committee. The professional staff, whenever possible, should be chosen from the membership of the American Conference of Cantors (ACC), the National Association of Temple Educators (NATE), and the National Association of Temple Administrators (NATA).

H. Pulpit Succession

Congregations seeking a Rabbi to fill a pulpit vacancy and Rabbis desiring a change of pulpit are required to follow the procedures established by the Rabbinical Placement Commission, an agency under the joint sponsorship of the Union for Reform Judaism, the Hebrew Union College-Jewish Institute of Religion, and the Central Conference of American Rabbis.

The Commission's pamphlet, '*A Handbook of Placement Procedures*,' and other materials on rabbinic placement will be sent to Congregations and Rabbis on request.

1. Candidates for Ordination

Students about to be ordained by the Hebrew Union College-Jewish Institute of Religion are placed jointly by the College-Institute and the Rabbinical Placement Commission. The date on which senior students will be available for interviews will be announced each year by the College-Institute and the Commission, and meetings between applicants and congregational search committees will be arranged by the College-Institute placement officers at the Cincinnati, Los Angeles and New York Schools. Congregations seeking the services of newly-ordained Rabbis are asked to communicate initially with the Placement Commission.

2. Credentials

Congregations should be aware that pulpit vacancies may attract applications from individuals of questionable character and credentials. Members of the Central Conference of American Rabbis will discuss placement only through the Rabbinical Placement Commission. Any application received directly from a Rabbi should be forwarded to the Director of Placement at the Rabbinical Placement Commission office.

I. Former Rabbis

Rabbis who have maintained contact with members of the Congregations to which they previously ministered should be guided by the provisions of the CCAR Code of Ethics (p.4, 3C), which states:

No Rabbi should offer and/or render such pastoral attentions to members of other congregations, *havurot* and other religious institutions, as might harm the relations between rabbinical

colleagues, between Reform congregations, or between a Rabbi and a member of his/her Congregation.

IV. THE AGREEMENT BETWEEN CONGREGATION AND RABBI

A. The Nature of the Agreement

The relationship between Congregation and Rabbi is a covenant through which each party undertakes the obligation of working together in the service of God and the Jewish people. The covenant will be strengthened by regular and candid communication between the congregational leadership and the Rabbi. Every effort shall be put forth to make the covenant harmonious and enduring.

All relationships and agreements between Congregation and Rabbi should conform to the provisions contained in these *Guidelines*. A statement to that effect should be included in the written terms of agreement. A list of subjects which should be covered in the agreement may be obtained from the Rabbinical Placement Commission. In accepting these terms Rabbi and Congregation agree faithfully to fulfill their responsibilities and obligations to each other.

B. Tenure Agreements

1. Initial Election

The initial election of the Rabbi should be for a minimum period of two years, except for newly ordained Rabbis, who may be engaged for one or two years, with an option of a second or third year.

2. Renewal

At least four months, but not over six months prior to the completion of the Rabbi's agreed period of service, the Congregation or its Board of Trustees shall ascertain the Rabbi's and its own intentions as to the future of the relationship. If the relationship is to continue, the Rabbi and/or the Rabbi's representatives and the appropriate committee will agree on salary increments and other benefits. Thereafter the Rabbi's re-election shall be recommended to the Congregation, according to the following schedule:

First re-election: At least two years

Second re-election: At least three years

Third, and each subsequent re-election: Five years or more, with periodic review of salary and benefits, or a Continuing Contract.

3. Continuing Contract

A Continuing Contract affords the Rabbi the dignity and security of serving the Congregation without formal re-election, unless a review is requested by either the Rabbi or the Congregation. Under the terms of a Continuing Contract, salary and other benefits shall be reviewed and negotiated periodically.

4. Evaluation

In considering renewal, some Congregations have undertaken to evaluate the Rabbi through the use of questionnaires and surveys which the general membership is asked to complete. Specialists in the area of evaluation have concluded that the scope of the Rabbi's responsibilities is so broad that an objective evaluation cannot be accomplished in this manner. Moreover, experience has demonstrated that polling the entire Congregation can be destructive to relationships between the Rabbi and the congregants. Therefore such practices are to be avoided. Rather than resorting to polls and surveys, the elected leaders of the Congregation should rely upon their own perceptions and their personal observation of the quality of the Rabbi's ministry in making their recommendations.

5. Life Contract

A Life Contract is an indication of the Congregation's desire to retain the Rabbi's services until the Rabbi reaches the age of retirement. The Congregation shall have the right to offer a Life Contract whenever it shall see fit. When a Rabbi has reached the age of fifty and has served the Congregation for ten consecutive years, the Rabbi so desiring should be eligible for a Life Contract. In accepting a Life Contract, the Rabbi agrees not to seek placement elsewhere.

If the Rabbi and the Board of Trustees agree that a Life Contract is desirable, the appropriate committee shall negotiate terms with the Rabbi. After reviewing the proposed agreement, the Board of Trustees may recommend the Life Contract to the Congregation for its approval. The terms of the Life Contract, as approved by the Congregation and accepted by the Rabbi, should be set out in writing and entered into the Minutes of the Congregation. Copies should be provided to the Rabbi, the Rabbinical Placement Commission, and the National Commission on Rabbinical-Congregational Relationships.

In planning for the Rabbi's Life Contract, the Congregation should consider the Rabbi's eventual pension, arrangements in the event of disability, and financial protection for the Rabbi's dependents in the event of the Rabbi's death. (See Retirement, Article 4.) A Life Contract checklist may be obtained from the Rabbinical Placement Commission.

C. Terms of Agreement

1. Salary

The ideal of *Tsedek*, righteousness and rightness, should permeate salary negotiations between Congregation and Rabbi. The following criteria should be considered:

- a. The overall welfare of the Congregation;
- b. The length and cost of the Rabbi's education, both undergraduate and graduate;
- c. Salaries paid by other Congregations of similar size and category;
- d. Salaries received by other Rabbis of similar age, experience and background;
- e. Salaries being received by newly ordained graduates of the HUC-JIR;
- f. Information provided by the annual salary survey undertaken by the Central Conference of American Rabbis.

2. Housing

- a. If the Congregation provides housing, the details of that arrangement shall be specified in writing. If the Rabbi dies, the survivors may continue to occupy the home without charge for a minimum of six months, or, where applicable, to the end of the current school year, if the remainder of the school year is more than six months.
- b. If housing is not provided, that portion of the Rabbi's income which is used to house the Rabbi and family, plus all expenses pertaining thereto, shall be declared as 'Housing Allowance' and so recorded in the Minutes of the Congregation, in order to conform to the IRS regulations for tax exclusion.

3. Pension and Disability Insurance

The Congregation and the Rabbi should become members of the Reform Pension Plan, as provided to Congregations and Rabbis by the Reform Pension Board (RPB). The RPB pension program is designed to provide a dignified retirement to a Rabbi whose congregation(s) have made consistent contributions at the recommended amounts into the Rabbi's pension account during her/his working career. The Reform Pension Program suggests that the Congregation contribute at least 15% of the Rabbi's salary (including parsonage, if applicable), and the Rabbi to contribute 3%. The Reform Pension Plan includes group life insurance coverage to the Rabbi. The amount of life insurance in effect is based on the Rabbi's age at the time the Rabbi enrolls or re-enrolls into the pension plan.

The Reform Pension Board offers long term disability (LTD) insurance that the Congregation shall provide for its Rabbi. The LTD insurance provides for a choice of a 90 day or 180 day benefit-waiting period before disability insurance benefits are paid. During the benefit-waiting period the Congregation is obligated to continue the Rabbi's salary and fringe benefits.

For more information on Reform Pension Board programs please visit the RPB website at www.rpb.org, call, write or email the Pension Board office.

4. Convention Allowances

The Congregation shall grant the Rabbi the time and funds necessary to attend the national and regional meetings of the Central Conference of American Rabbis and the Union for Reform Judaism. The opportunity for study and for the exchange of ideas afforded by these gatherings benefits both Rabbi and Congregation. Attendance at these meetings shall not be charged against vacation time.

5. Expenses for Interviewing and Moving

Congregations are responsible for the expenses of travel and accommodation of candidates invited for interviews. On electing a new Rabbi, the Congregation assumes the full reasonable cost of moving the Rabbi's family and possessions.

6. Leisure Time

The Rabbi is always on call, but need not be physically present in the Synagogue throughout the entire day. With the number and diversity of claims upon the Rabbi's time, it is clear that Rabbinic functions are fulfilled in a variety of ways and places, and not exclusively in the Synagogue or in the Rabbi's study.

The Rabbi is entitled to at least one free day each week, or to comparable time, and to a vacation of at least one month during each year of service to the Congregation. Time spent on the staff of URJ Camps or Conclaves, or time spent in leading trips to Israel shall not be charged against annual vacation time.

The Rabbi's secretary or a congregational officer must be able to contact the Rabbi in the event of an emergency.

7. Maternity Leave

Given Judaism's traditional commitment to the family, Congregations should gladly support the decision of women Rabbis to bear children. Fathers, as well as mothers, should be afforded every opportunity to devote themselves to parenting.

For women Rabbis, Congregations shall grant at least a two month maternity leave at full pay. If additional leave is indicated, the Rabbi may borrow against future vacation time. The Congregation will compensate substitute Rabbis, if their services become necessary during the Rabbi's maternity leave. The Rabbinical Placement Commission, the URJ Regional Director, colleagues in the Central Conference of American Rabbis, and the Rabbi herself will endeavor to assist the Congregation in finding substitute Rabbis as required. Well in advance of her taking maternity leave, the Rabbi should plan for the continued functioning of the Congregation's programs during her absence.

8. Sabbatical Leave

A Rabbi is customarily granted a Sabbatical leave after six or seven years of service to the Congregation. The leave provides the Rabbi with an opportunity to seek spiritual and physical reinvigoration through a program of study and travel. With the concurrence of its Rabbi, the Congregation may arrange for a substitute Rabbi or for a number of substitute Rabbis to minister during the Sabbatical. A Sabbatical may be granted for a full year, or for part of a year, or may be divided over a period of more than one year. Taking into account the individual circumstances, the Congregation and the Rabbi should work out an arrangement for the length of the leave and for compensation. The Central Conference of American Rabbis can offer guidance on this subject.

9. Sick Leave

Absence caused by illness should not be charged against the Rabbi's vacation time.

10. Assistant and Associate Rabbis, Rabbis Emeritus

All provisions in Article IV, Section C, apply to Assistant and Associate Rabbis as well as to a (Senior) Rabbi. Provisions in Article IV, Section C, paragraphs (2) and (4) also

apply to Rabbis Emeritus. Actions taken on the basis of these provisions should be recorded in the Minutes of the Congregation.

D. Election of the Rabbi

1. Initial Election

The initial election of the Rabbi shall be subject to a two-thirds vote of the members of the Congregation who are qualified to vote and who are present at a properly called meeting of the Congregation.

2. Re-election

The Rabbi's re-election shall be subject to a majority vote of the members of the Congregation who are qualified to vote and who are present at a properly called meeting of the Congregation.

E. Copies of Agreements

For the protection of all parties, all agreements should be recorded in the Minutes of the Congregation, and copies should be furnished to:

1. The Rabbi
2. The Central Conference of American Rabbis
3. The National Commission on Rabbinical-Congregational Relationships

F. Differences of Interpretation

All differences of interpretation regarding the agreements between Rabbi and Congregation are to be resolved by the National Commission on Rabbinical-Congregational Relationships (See Article VI).

G. Termination of Service

1. Notice

a. By the Rabbi:

A Rabbi who is completing three or fewer years of service to a Congregation shall give the Congregation a minimum of four months' written notice of her/his desire to terminate. If the Rabbi is completing more than three years of service, the Congregation shall be given a minimum of six months' notice in writing.

b. By the Congregation:

If the Congregation, at a properly called meeting, casts a majority vote to dissolve the relationship at the conclusion of the Rabbi's current commitment, the Rabbi shall be formally notified in writing. If the Rabbi is completing three or fewer years of service, the Congregation shall give the Rabbi a minimum of four months' written notice. If the Rabbi is completing more than three years of service, a minimum of six months' notice is to be given in writing.

2. Time of Pulpit Change

Placement openings occur at all seasons. As a consequence, placement opportunities for the Rabbi cannot always coincide with the termination date of the Rabbi's commitment. While the Rabbi is legally and morally committed to complete any contractual period, and the Congregation has the right to insist that the Rabbi do so, the following is the current rule:

A rabbi under a contract, whether oral or written, is ineligible to apply for placement to any position which commences prior to the termination of his/her contractual commitment, unless the making of such application is consented to by the president of the rabbi's present congregation.

When the Rabbi receives a firm offer of a new position and wishes to accept it, a release from the present commitment must first be secured, the date of release to be determined by mutual agreement of the two Congregations involved, in consultation with the Rabbinical Placement Commission.

3. Absences for the Purpose of Interviewing

When a Rabbi's contract will not be renewed, the Congregation will appreciate the Rabbi's need to be absent frequently from the community for the purpose of securing another pulpit. Congregations will understand that interviews are arranged at the convenience of the Congregation that seeks a Rabbi, and that often the Rabbi will have to be away from the present post on days other than the regular day off. This may necessitate the rescheduling of classes and appointments. In its turn, the present Congregation will recognize that it itself will disrupt the schedule of the Congregations whose Rabbis it invites for interviews. The situation calls for forbearance, as well as for the clear commitment of the departing Rabbi to fulfill her/his rabbinic responsibilities to the present Congregation.

4. Terminal Vacation

When the departing Rabbi has served the Congregation from Rosh Hashanah to Shavuot, the Rabbi is entitled to annual or terminal vacation with pay.

5. Severance Pay

If the Board and/or the Congregation does not renew the contract of a Senior or Associate Rabbi who has served it for five years or longer, the Rabbi is entitled to severance pay, provided that there has been no gross misconduct or willful neglect of duty. The amount of severance pay will be determined by the National Commission on Rabbinical-Congregational Relationships, using a general guideline of one month's compensation for each year of service to the Congregation. This formula may be adjusted higher or lower, taking into account all of the circumstances, including a provision for offset pay if the Rabbi secures another position during the severance pay period.

V. RETIREMENT

A. Planning for Retirement

When the Rabbi reaches age 55, the Congregation and the Rabbi should begin to plan for the Rabbi's eventual retirement. The Reform Pension Board will provide information as to accrued and anticipated coverage for the Rabbi, and options available for retirement. All agreements relating to the Rabbi's retirement, date of retirement, and financial provisions, should be clearly agreed to by the Rabbi and the Congregation and written into the Congregation's Minutes, with copies provided to all the parties concerned.

1. Age of Retirement

Retirement normally takes place at any time after age 65. It is expected that retirement will occur not later than age 70. Other times for retirement may be specified by contractual agreement.

2. Pension

Upon retirement, the Rabbi is entitled to receive a pension from the Congregation amounting to a minimum of 60% of the highest annual income, regardless of any additional income. "Income from the Congregation" for pension purposes should include salary plus housing allowance, or the fair rental value of housing provided to the Rabbi by the Congregation. When the Rabbi has paid his or her own Social Security Taxes, Social Security is not included in determining pension.

The Congregation shall review every two years the amount of pension received by the Rabbi, or, in the event of death, by the surviving spouse, taking into account the then current US Department of Labor cost-of-living index.

3. Medical Insurance

After the Rabbi's retirement, the Congregation should also continue to maintain any programs of medical insurance in which it has enrolled the Rabbi.

4. The Rabbi's Dependents

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

B. The Rabbi Emeritus

1. Granting the Title

If the Rabbi has served the Congregation for five years or more at the time of retirement, the title Emeritus shall be conferred. Other honorary titles may also be conferred by agreement between the retiring Rabbi and the Congregation.

2. The Role of the Rabbi Emeritus

Only one Rabbi can carry the responsibility for the administration of rabbinic functions in the Congregation. When a new Rabbi is elected and enters into office, this responsibility is automatically transferred to him/her. The Rabbi Emeritus should help to establish the successor in the position, and should guide lay people to understand that the new Rabbi is the Rabbi of the Congregation. The new Rabbi has an obligation to accord the Rabbi Emeritus the proper honor and courtesy along the following lines:

- a. The Rabbi Emeritus may sit on the Bimah at all services, and on the platform or at the head table at all significant occasions in the Congregation's life, if he/she so desires. If the Emeritus prefers to sit with the Congregation or to be absent, such wishes shall be respected.
- b. The Rabbi Emeritus may participate in conducting the Synagogue service, preach and teach only when invited to do so by the Rabbi of the Congregation. In accepting the invitation to participate, the Emeritus will follow the forms of worship and rituals then prevailing.
- c. The Rabbi Emeritus should not attend meetings of the Congregation's Board of Trustees or of its Executive Committee.
- d. The Rabbi of the Congregation is expected to officiate at life-cycle functions for members of the Congregation and their families. However, when members request the Emeritus to participate, the Emeritus may do so, but only upon the invitation or request of the Rabbi of the Congregation, in accordance with the Code of Ethics of the Central Conference of American Rabbis.
- e. The Rabbi Emeritus shall keep the Rabbi of the Congregation informed of significant events in the lives of the congregants about which the Emeritus has knowledge.

C. The Deceased Rabbi's Spouse

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

VI. CONCILIATION AND ARBITRATION

A. The Function of the National Commission on Rabbinical-Congregational Relationships

The National Commission on Rabbinical-Congregational Relationships (NCRCR), composed of representatives of the Union for Reform Judaism and the Central Conference of American Rabbis, has been established to interpret the procedures set forth in these *Guidelines*.

When tensions occur in the relationship between Rabbi and Congregation, the Board of Trustees and/or the Rabbi should promptly call upon the Commission for assistance in resolving the differences at an early stage.

Should a more serious dispute arise, either the Rabbi or the Congregation shall call upon the NCRCR to conciliate or to arbitrate.

Once the NCRCR has the matter before it, Placement service will be suspended for both Rabbi and Congregation until authorization has been given by the NCRCR. During this process the Rabbi shall continue to fulfill all responsibilities and commitments, and the Congregation shall continue to pay the Rabbi's salary and all benefits.

B. Procedures of the Commission

1. The NCRCR may offer counsel and advice to the Rabbi and/or the Congregation.
2. The NCRCR 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, which will then officially transmit the report and recommendations in writing to each of the participants. Once the recommendations are accepted, they shall become binding on both parties.
3. If conciliation fails to resolve the dispute, the NCRCR may recommend arbitration under rules which it will determine.
4. In both conciliation and arbitration the NCRCR will be guided by
 - a. The facts
 - b. Any existing contractual relationships
 - c. These *Guidelines*
5. The parties to all conciliation and arbitration proceedings shall be bound by Rules of Procedure which the NCRCR may adopt from time to time.
6. In all cases involving arbitration, both Rabbi and Congregation shall have a choice of available NCRCR personnel; each shall choose one. The two thus selected shall choose a third.
7. The NCRCR may call upon Rabbis 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).

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