

## RECONSTRUCTIONIST PLACEMENT COMMISSION

### Supplement to the

### ***Reconstructionist Placement Guidelines of November 2002/Kislev 5763***

Approved by the JRF Board on November 10, 2004  
and by the RRA Board on December 6, 2004

### **“Early Termination of Rabbinic Contract”**

As stated in the Introduction to these Guidelines (p. 1) “The relationship between rabbi and congregation should be understood as a *brit* (covenant), in which each party covenants with the other in mutual devotion for a common sacred purpose.” From that perspective, the norm and expectation in rabbi-congregation relations should be that both congregations and rabbis honor the terms as recorded in a contract.

With the best of intentions, however, there will on occasion arise exceptions to this presumption. While this should be an unusual circumstance, such situations can and do occur. Guidelines for handling such situations are important. This section outlines some of the issues to be considered.

#### CONSIDERATIONS FOR RABBIS AND CONGREGATIONS

A congregation and rabbi naturally expect and presume that the rabbi will remain with the synagogue for the full duration of the contract. However, rabbinic positions come open in all seasons, and sometimes, for professional, family, and/or financial reasons, a rabbi wants to have the opportunity to pursue another position before the end of her/his current contract.

For example: a rabbi may become aware of a unique professional opportunity; a rabbi might decide to pursue a position that opens near an elderly parent whose infirmity requires the rabbi to live closer; a rabbi might hear of an opening near where his former spouse or partner is living that would allow the rabbi more regular visitation with her/his children from a prior marriage; rabbi may have a pressing financial situation that requires her/him to secure a higher salary; a rabbi's spouse or partner may have a professional opportunity in another community that arises before a rabbi's contract expires. The Reconstructionist movement, with its early and emphatic endorsement of egalitarianism, certainly understands that two-career families have created new opportunities and expectation that affect both partners in a relationship, and by extension, the professional situations of those partners.

By way of perspective, congregations may want to think about their expectations when they are searching for a new rabbi. There is naturally a hope and expectation that the congregation will receive inquiries from a number of candidates, and not be limited to those whose contracts are about to end, who are unemployed, or those who are just graduating from RRC. This almost always means anticipating an inquiry from a rabbi who is not at the end of her/his contract.

It is strongly recommended that rabbinic contracts include a clause specifying what procedures are to be followed if a rabbi wishes to leave before the end of a contract. Such clauses are the governing procedures for a specific rabbi-congregation relationship, unless waived or amended *in writing* by *both* the rabbi and the congregation.

When contacted by either a rabbi or a congregation officer regarding early termination of a contract, the Reconstructionist Placement Director will always ask if such a contract clause exists. Any waiver or amendment to such a clause, agreed to by both the rabbi and the congregation, must be forwarded *in writing* to the Placement Director.

The Reconstructionist placement service cannot forward a resume from a rabbi who, at that time, is employed by a congregation, or accept a congregation for placement that at that time employs a rabbi, unless (1) eligibility for placement service is clear according to the terms of the current rabbi-congregation contract, and copies of any required written notifications are provided to the placement director; or (2) the congregation and the rabbi agree to waive the provisions of the contract that would otherwise preclude eligibility for placement services; or (3) the Reconstructionist Placement Commission makes a determination of eligibility for placement services in accordance with the following provisions of these guidelines:

- \* In all cases in which the congregation and the rabbi do not agree that the congregation or the rabbi (as the case may be) is eligible for placement services, the issue will be referred to a committee of the placement commission (the "Eligibility Committee") for a determination.
- \* The Eligibility Committee shall consist of six voting members and one non-voting member: the RRA Executive Director, the JRF Executive Vice-President, two of the JRF and two of the RRA representatives to the Placement Commission, to be selected by the JRF and RRA board presidents, respectively. The Placement Director shall be a non-voting member of the Eligibility Committee. A determination of eligibility for placement services requires the affirmative vote of five of the six voting members.

In making a determination as to eligibility, the Eligibility Committee shall give due attention to contractual and other legal issues, as well as to Jewish tradition and values.

Where there is no prior agreement that the rabbi and congregation will abide by the Reconstructionist Placement Guidelines and actions of the Reconstructionist Placement Commission, and a question arises about eligibility for placement (either by the rabbi or by the congregation) the Placement Commission reserves the right to refuse placement service.

#### NOTIFICATION DATES

Contracts will often have clauses that indicate when a rabbi may consider another position (e.g., not in the first year of a contract, only past the midpoint of a contract) as well as establishing a "notification date." There is often confusion as to what notification is intended. "Notification dates" can refer to the rabbi *applying* for a position (submitting a resume); or to the rabbi *interviewing* for a position; or to the rabbi notifying the current congregation as to her/his *acceptance* of a new position.

Congregations often want and prefer at least a six-month notification that a rabbi is intending to leave (this is equally true when a rabbinic contract is up for renewal). Since most rabbinic contracts expire sometime between the end of June and the end of July, a six-month notification would necessitate a rabbi knowing that s/he is definitely leaving sometime between January and February.

In the cycle of rabbinic placement, few congregations engaged in a rabbinic search have completed the process and made an offer by January or February and consequently few rabbis know yet if they have secured a new position. Rabbis and congregations are more likely to be actively engaged in the placement process from January through March and April, with decisions being made more often between March and June.

*To avoid confusion and conflict later on, any contract clause indicating a date whereby a rabbi needs to “notify” her/his current congregation should specify what “notification” it is to which the date refers.*

### COMMUNICATION AND CONFIDENTIALITY

When should a rabbi let her/his current president know s/he is considering another position? In any job, informing one’s employer of one’s interest in another position is a sensitive and potentially risky matter. When simply exploring possibilities and making preliminary inquiries about a position, most rabbis will want such early explorations to be confidential, because nothing may come of them.

Some rabbis who enter a formal application process for a position by asking to have a resume sent choose to inform the current president at that point. By the time a rabbi is invited for an in-person interview, the rabbi *should* inform the president of her/his current congregation. The Jewish community is small enough that news of a rabbi’s (confidential) application is likely to make its way back to the current congregation.

Depending on what issues are motivating the rabbi to consider another position, the president may decide to hold such information in confidence pending the outcome of the rabbi’s application. Keeping such information confidential can protect the current relationship should the rabbi decide to stay. It is recommended that congregation presidents consult with appropriate JRF staff and/or the Placement Director for guidance.

If a rabbi is unhappy in a position, even if the congregation desires to retain the rabbi through the term of the contract, the congregation leaders should consider that it might not be in the best interest of the congregation to retain a rabbi who is already unhappy and has indicated an intention to leave. It may be better to accept that the rabbi wants to leave, negotiate an acceptable timetable for the end of the contract, arrange for interim rabbinic coverage, and begin a search for a new rabbi.

### BALANCING NEEDS

When a rabbi wants to explore and then accept a new position prior to the conclusion of a current contract, there are three parties whose interests need attention: the rabbi’s current congregation, the rabbi’s prospective congregation, and the rabbi her/himself. To keep these needs in balance, and to be mutually respectful as well as helpful to each other, the three parties will need to demonstrate flexibility.

The Reconstructionist Placement service will try to notify congregations in placement of rabbinic applicants who might need to negotiate the time of departure from their current congregation. *However, it is the responsibility of congregational search committees to ascertain when a candidate can or will become available.*

When a rabbi has accepted a new position before the end of her or his current contract, one option is that, with mutual agreement between the two congregations, the rabbi's new position could begin as of July 1 or August 1 of the *following* year (e.g., if a rabbi notifies her current congregation on April 1 of her acceptance of a new position, she leaves her current congregation in the summer of the following year).

In this scenario, the current congregation's need to have adequate time to prepare and conduct a search for a new rabbi could be accommodated. The rabbi's desire for a new position could be accommodated, and the rabbi's responsibility to her/his current congregation could be fulfilled. The new congregation's need to find a rabbi has been accommodated, even though the new congregation might need to wait a year until the rabbi arrives.

The Reconstructionist Placement Office, the RRA and the JRF could assist the new congregation with interim rabbinic coverage during that intervening year. (See p.11 section XI). The new congregation extends its help to the current congregation by recognizing its need to maintain rabbinic service and to have adequate time to conduct its own search for a new rabbi.

The leaders of the current congregation, in discussion with the rabbi, could, of course negotiate an earlier date for the rabbi's contract to terminate. To help the congregation understand its options, the congregation president is encouraged to contact the Placement Director to discuss, among other issues, availability of interim or permanent rabbinic candidates, timing in relationship to the placement cycle, etc.

The delay in departure suggested here could work if there are no or few mitigating factors. But if a rabbi needs to leave a position before the contract period ends because, for example, her or his spouse or partner is accepting a new position, there may not be an option of delaying the departure that would not require the family to live apart, a choice no one would prefer any professional and her/his family to have to make. Similarly, if a rabbi's child would be in a better situation for transferring to a new school if the move took place earlier, the option of delaying a year may not be as easily available.

When for compelling professional and personal reasons a rabbi cannot remain in her/his current position for an additional year, the rabbi and congregation could agree that the rabbi will continue to serve for a minimum period of time to be mutually agreed upon. Four months from the date when the rabbi informs the current congregation of her/his intention to leave is a recommended period of time for the congregation to assess its options and make plans.

If by the time the rabbi leaves the congregation has not found a new rabbi, or has decided not to engage in a rabbinic search, the Reconstructionist Placement Service, the RRA and the JRF will work with the congregation to help secure interim coverage.

## EARLY TERMINATION OF CONTRACT AT INITIATION OF THE CONGREGATION

As stated earlier, a congregation and rabbi naturally expect and presume that the rabbi will remain with the synagogue for the full duration of the contract, and that both parties will fulfill their obligations under the terms of the contract. However, situations may arise in which the lay leaders of the congregation reach a decision to seek early termination of a rabbinic contract, consistent with the congregation's by-laws.

Contracts between congregations and rabbis should, therefore, always contain language pertaining to termination "for cause" and such language will normally govern termination procedures. (See the "Model Contract", Appendix X, page YY, for examples of language related to "for cause.")

When, however, after serious consideration and deliberation, the authorized body of a congregation reaches a decision to sever the relationship with the rabbi - to terminate a rabbi's contract before the term of the contract has ended - and it is not "for cause" as defined in the contract, the congregation and the rabbi will need to negotiate how that can be accomplished. Congregations should be sensitive to the financial hardship this may create for the rabbi and for the community, as well as personal/family consequences for the rabbi.

Because the rabbi, as an employee of the congregation, is protected by the contract, the rabbi will have certain legal, fiscal, and employment rights that must be accommodated. Options available to the congregation include a buy-out of the rabbi's remaining contract, or a negotiated agreement to continue the rabbi's employment to a given point prior to the termination date specified in the contract.

The Reconstructionist Placement Office can offer assistance in such circumstances and should be contacted.