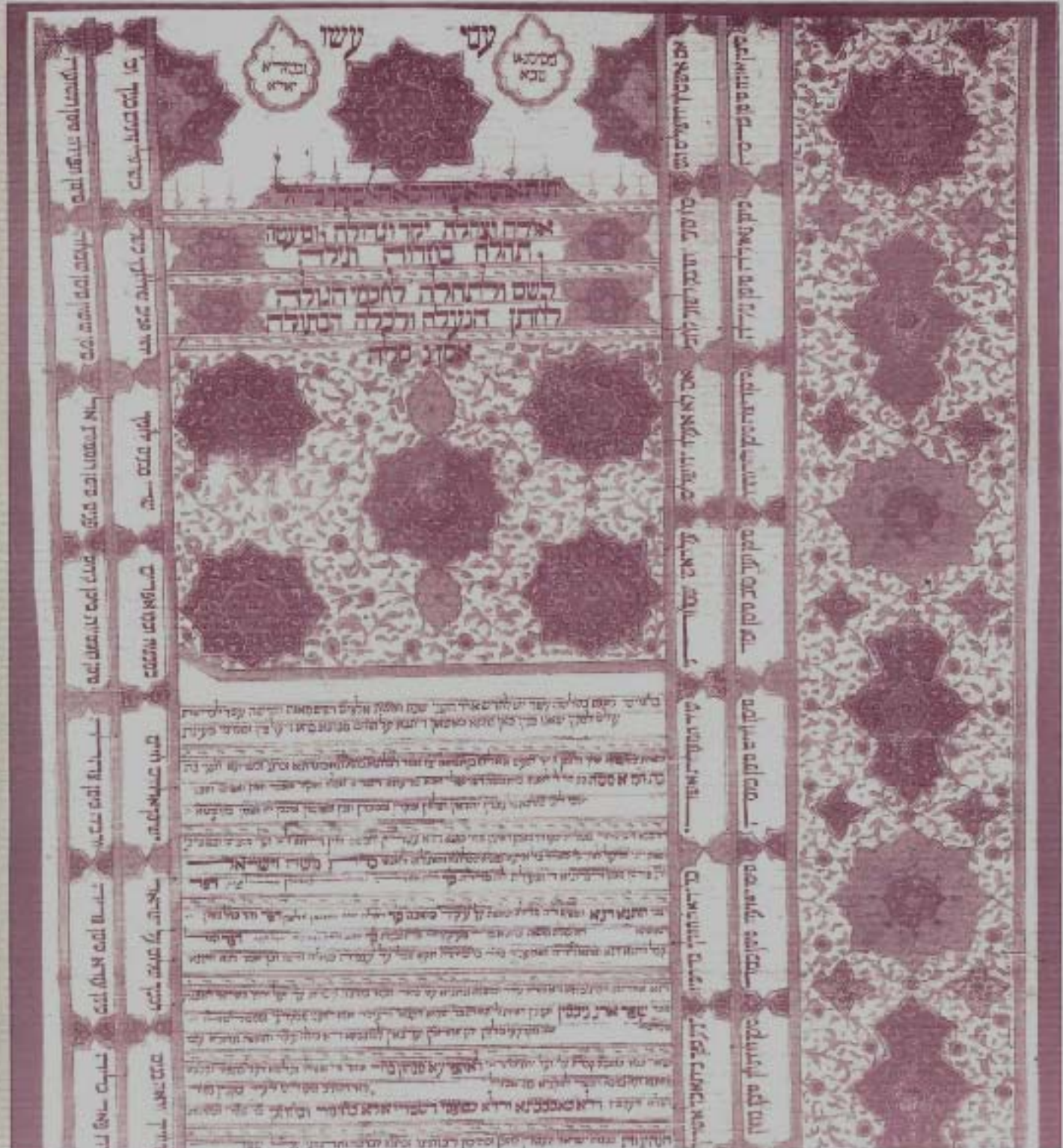


Iranian Jewish Women's Organization

Special Edition

Jewish Divorce, Get and Agunah

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A Joint Announcement on Jewish Divorce

January 5, 2006



Iranian Jewish Women's Organization
Los Angeles



Ima Cultural Association
New York

In pursuit of their mission to preserve the image and the rights of Jewish women, the Iranian Jewish Women's Organization in Los Angeles and the Ima Cultural Association in New York are proud to make the following announcement:

The search for a *halakhically* acceptable solution to avoid problems experienced by women in obtaining a Jewish divorce, known as a *get*, and the preservation of the rights of women bound in marriage to a husband with whom they no longer live, known as *agunah*, has been a concern for world Jewry for centuries. For the past ten years preventive solutions, based upon authoritative rulings of leading rabbis have been implemented both by observant *Ashkenazic* and *Sephardic* religious authorities.

On behalf of all Iranian Jewish women, we, Parvaneh Doostan Sarraf and Nahid Pirnazar Oberman, would like to thank the Iranian religious authorities, Rabbi Yedidiah Ezrakhian and Rabbi Eliyahu Ben Hayeem, from the State of New York as well as Rabbi David Shofet and all the members of the Iranian Jewish Rabbinic Association (Tribunal), based in Los Angeles, for their concern and decision to take such preventive steps.

In October 2005, the Iranian Rabbinic Association (Tribunal) in Los Angeles approved the implementation of a legal pre-marital agreement, separate from a "*ketubah*." This agreement, which does not contradict the *ketubah*, states that should a dispute arise between a married couple, they will acknowledge one another's basic rights. The agreement also includes that in said situation, the couple will agree to allow an authorized orthodox religious panel to arbitrate and to issue a final decision regarding the husband's obligation to give a *get*.

The Iranian Jewish Women's Organization and the Ima Cultural Association, hope that the impact of this agreement will be to ensure a peaceful and equitable resolution to avoid the conflicts associated with *agunot*. Presently, there are thousands of *agunah* women whose marriages are suspended or have been legally terminated in civil court, but not "legally" resolved according to Jewish law. These women are being deprived of their basic human right to move forward with their lives or religiously allowed to remarry.

The proper implementation of this agreement will strive to ensure equal rights in marriage for generations to come. Thus it is the duty of the respective families to encourage and the obligation of rabbinic authorities to make the bride and groom aware of the existence of such new agreements. The new agreement, already used throughout the United States, is to ensure all those who get married, according to Jewish law, to enter marriage with good will and respect for each other's basic rights.

The Iranian religious authorities from both New York and Los Angeles recommend the use of this agreement beginning in the year 2006. In the future, this date will be considered as a turning point in the history of Iranian Jewish Women. Such legally enforceable and halachically acceptable agreements with regard to *get* have been revised and improved for the past ten years by religious authorities. The Binding Arbitration Agreement with regard to Jewish *Halachic* divorce, suggested by the Rabbinic Council of America, with various options, strives to find an acceptable solution to avoid problems experienced by women in obtaining a Jewish divorce (*get*).

Parvaneh Doostan Sarraf
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THE IMPORTANCE OF THE JEWISH PREMARITAL AGREEMENT

By: Alexandra Leichter

Just when you thought the only things you'll have to worry about when planning a Jewish wedding are the flowers, the food, the music, and the wedding gown, there is now something much more important to consider. No one wants to think about divorce when planning a wedding, but the "*Ketubah*" that is presented at a Jewish wedding does exactly that. Much as the couple may admire the intricate artwork and beautiful calligraphy of the "*Ketubah*", it is nothing more than a "premarital agreement". According to ancient tradition the "*Ketubah*" sets out the obligations of a husband to the wife, including his obligation to give her a certain sum of money in the event of a divorce or death. (The monetary sum in the "*Ketubah*" nowadays is mostly symbolic and relates to a sum set out in ancient custom). Because the "*Ketubah*" is written in Aramaic, an ancient language, most people are not even aware of its significance. But unlike many traditions and religions, Judaism was well aware of possible unhappiness in a marriage, even those presumed to be made in heaven. Thus, the Torah mandates that if a man is unhappy with his wife, he has an obligation to give her a "bill of divorcement", otherwise known as a "*GET*". This law, together with the "*Ketubah*", insured that a woman being divorced by her husband would not be left penniless in ancient times.

However, in modern times this law has grave consequences for the Orthodox Jewish woman getting married. That is because Jewish law allows only a man to divorce his wife, whereas a woman cannot divorce her husband, nor can she force him to divorce her. A civil divorce will do nothing to dissolve the Jewish bonds of matrimony. Only a "*GET*", written freely by the husband, can free a married woman from her marriage.

Failure to obtain a "*GET*" has grave consequences for a woman, her children, and all her future progeny. If a woman fails to obtain a "*GET*" from her husband and she remarries (or has sexual relations with another man), her children from her subsequent relationship are considered "*MAMZERIM*", ("bastards" in loose English translation, but actually deemed to be children of an incestuous relationship). "*Mamzerim*" are doomed under Jewish law to carry the stigma of their "*Mamzer*" status throughout all their future generations. They are forbidden to marry other Jews, they can only marry other "*Mamzerim*". And, lest you think this stain can be hidden, Orthodox rabbis are compelled to ask questions about genealogy when marrying a couple, and in Israel, some rabbis have even begun to keep a list of "*Mamzerim*". Many a hapless couple have been caught in this web and forced to break up the relationship at the steps of the "*Chuppah*".

While it is the man who must give his wife a "*Get*", under Jewish law, the wife must also "accept" the "*Get*". ("Acceptance" of the "*Get*" by the wife is not even a requirement under interpretations of some Sephardic rabbis. But in Israel, even Sephardic communities must conform to this requirement). However, a man's failure to obtain his wife's consent to the "*Get*" does not have the same effect on the husband's ability to remarry and procreate. In contrast to the woman's plight, a married man's progeny from a remarriage or a sexual relationship with another woman, while still married to his first wife, will not result in his

children being “*Mamzerim*”. That is because ancient Torah and Talmudic law allowed polygamy (but not polyandry). Additionally, men have the remedy of a “*heter meah rabbanim*”, the consent of a hundred rabbis to allow them to remarry even if the wife refuses to consent to the divorce. Such an option is not available to the wife.

Most women would do anything to prevent their future offspring from thus being doomed. They are, therefore, easy targets for their *husband's* extortion of community assets, money from family, waiver of support and even grant of inappropriate custody rights in favor of the husband as a price for the most precious commodity to them—the “*Get*”, which frees them to remarry. Some men are not even satisfied with the right to extort—they may simply refuse to give a “*Get*” as a means of vengeance on the hapless wife who seeks to free herself from an unhappy marriage. Women who are thus chained to their marriage are called “*Agunot*”.

Social pressures from family and the community have not been sufficient to resolve the “*agunah*” problem in many Jewish communities throughout the world. The law of Jewish divorce is considered immutable by the rabbis. However, recently a strong push by women wronged and extorted by the process has produced some remedies. The latest is the “Jewish Prenuptial Agreement”, which has taken a number of forms. The Iranian Jewish Women of Los Angeles have obtained the consensus of the Iranian rabbis to compel marrying compels to sign such a “Jewish Prenuptial Agreement”. The agreement, a version of the Rabbinic Council of America Arbitration Agreement, essentially provides that in the event of the breakup of the marriage, the party who refuses to give or accept a “*Get*” will be obligated to pay spousal support under Jewish law in a set sum for each day of recalcitrance. The sum can be altered to fit the means of the marrying couple, and it increases with the annual cost of living index. This agreement should be reviewed by an attorney for each party, and should be presented to each couple at least seven days before it is signed.

The agreement is not a panacea. It can be circumvented by the very rich or the very poor—the very rich will thumb his nose at the penalty, and the very poor will not care because he has nothing more to lose. However, in most situations, such a prenuptial agreement will be helpful in preventing extortion or vengeance in the event either party seeks a divorce. Together with the ring, the wine and the “*ketubah*”, this Jewish Prenuptial Agreement should be a mandatory part of every Jewish marriage.

ALEXANDRA LEICHTER is a Certified Family Law Specialist, Certified by the State Bar of California Board of Legal Specialization. After 33 years of family law litigation practice in Beverly Hills, she has now become a private adjudicator, rendering decisions and helping resolve issues in family law cases. She was instrumental in helping revise the RCA version of the Arbitration Agreement.

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