

A Message to our Rabbinic Colleagues and Students

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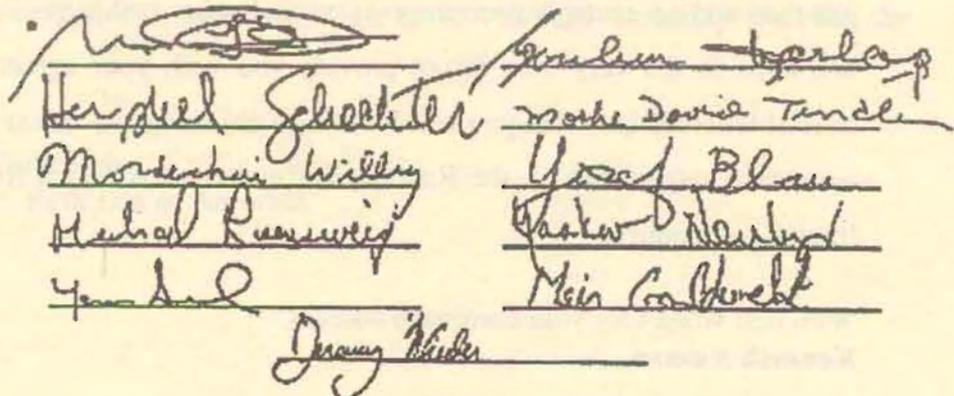
**קול קורא
לחבר הרבנים
ולתלמידינו**

A Message to Our Rabbinic Colleagues and Students

The past decades have seen a significant increase in the number of divorces in the Orthodox Jewish Community. In the majority of these situations, the couples act in accordance with Jewish Law and provide for the proper delivery and receipt of a Get. Each year, however, there is an accumulation of additional instances in which this is not the case.

We are painfully aware of the problems faced by individuals in our communities tied to undesired marriages. Many of these problems could have been avoided had the couple signed a halakhically and legally valid pre-nuptial agreement at the time of their marriage. We therefore strongly urge all officiating rabbis to counsel and encourage marrying couples to sign such an agreement.

The increased utilization of pre-nuptial agreements is a critical step in purging our community of the distressful problem of the modern-day Aguna and enabling men and women to remarry without restriction. By encouraging proper halakhic behavior in the sanctification and the dissolution of marriage, we will illustrate *all the Torah's paths are peaceful*, דרכיה דרכי נועם, וכל נתיבותיה שלום.


Herchel Schachter
Mordechai Wilensky
Mendel Ruzewicz
Yehuda
Moshe David Tandel
Yosef Blau
Haskel Nadel
Meir Goldbergt
Dov Miller

Roshai Yeshiva

Rabbi Isaac Elchanan Theological Seminary,
an Affiliate of Yeshiva University

On February 14, 2006 Rabbi Kenneth Auman, Chairman of the Rabbinical Council of America on the pre-nuptial agreement, sent the following message to Nahid Pirnazar Oberman:

**Rabbi Kenneth Auman
Young Israel of Flatbush**

Dear Dr. Oberman,

I am very happy to hear that you are advocating for use of the prenuptial agreement in the Iranian community. As chairman of the Rabbinical Council of America's Agunah committee, I am sure that I speak in the name of the entire committee as well as the leadership of the Rabbinical Council in telling you how important it is to promulgate the use of prenuptial agreements such as the one that you sent me. Your version differs from the standard version developed by the Beth Din of America, our affiliate, in two important ways. Firstly, yours does not provide the option of granting the Beth Din jurisdiction in the monetary and custody issues arising from a divorce as our standard one does. Secondly, while the standard agreement provides for the husband to assume obligation for support, your agreement provides for the wife to assume a similar obligation in terms of her responsibilities. Our position regarding these changes is that each community must decide of itself how to fine tune the agreement so that it will be acceptable to its constituents. Your version does just that, and we strongly encourage its promulgation within your community. We hope in the very near future provide you with your agreement on our official letterhead, so that you will be able to encourage its use as a prenuptial agreement recognized by the Rabbinical Council of America for use in the Iranian community.

With best wishes for your continued success,
Kenneth Auman

**A Message from Rabbi Yona Reiss
Director of Beth Din of America**

March 3, 2006

The pre-nuptial agreement promulgated by the Beth Din of America in conjunction with the Rabbinical Council of America and the Orthodox Caucus has been a most effective tool from the perspective of both Jewish law and secular law in ensuring compliance with Jewish law requirements of submission to Bet Din and the issuance of a Get when appropriate at the conclusion of a marriage. In every situation where a pre-nuptial agreement was signed and a marriage has come to an end, a Get has been given in a timely fashion. The Beth Din recently worked with the Persian Jewish community in California in its effort to tailor the pre-nuptial agreement in a manner designed to meet the needs of this community so that it can properly benefit from the execution of such a pre-nuptial document. As a matter of Jewish law, it is appropriate that all disputes between Jews be submitted to a proper Bet Din whenever they cannot be resolved amicably between the Parties.

**Rabbi Yona Reiss
Director, Beth Din of America**

Tribute to Our Supporters

Iranian Jewish Women's Organization pays tribute to the following institutions for their support in our endeavor to create awareness about the issues of *get* and *agunah*, and finding a religiously acceptable solution for Jewish divorce:

1. Ima Cultural Association, our partner in New York who has been standing next to us, side by side, to accomplish our mission world-wide along with other Jewish organizations.
2. Nessah Cultural and Educational Center, and its leadership, who believe in our cause and always keep their doors open to all of our public presentations & activities..
3. Our old friends at the *Chashm-Andas* magazine (Iranian Jewish Chronicle), the publication of Eretz-Siamak Cultural Center, for their support by having the pages of their publication available to us for articles and commentaries.
4. The following Iranian magazines: *Shofar*, Los Angeles, the publication of Iranian-American Jewish Federation, *Shofar*, New York, *Dnoyay-e Yahud*, Los Angeles and *Payam*, New York for publishing the joint announcement of December 2005, with Ima Cultural Association or other articles.
5. The authorities of Beth Din of America and Rabbinical Council of America who have graciously always been available for consultation.
6. Ms. Alexandra Leichter, the feminist activist and lawyer who has voluntarily given her legal services and consultation to us with regard the revision of a reciprocal pre-nuptial agreement acceptable to our Iranian community in the United States.
7. Professor Amnon Netzer, for his support and information.
8. All contributing writers for sharing their visions and experience with us.

سپاس

- سازمان بانوان یهود ایرانی بدینوسیله از افراد و نهاد های ذیل برای همکاری در راه معرفی مسائل طلاق شرعی در دین یهود و چاره جوئی در اینمورد سپاسگزار میباشد:
۱. سازمان فرهنگی ایما یار و همپای ما در این امر از نیویورک، این دو سازمان با هم و خواهرانه در راه یافتن راه حلی که از نظر شرعی نیز قابل قبول باشد در کنار خواهران و سایر افراد جامعه یهودی جهان ایستاده اند.
 ۲. سازمان فرهنگی نصیح و رهبران آن که ضمن پشتیبانی از مقاصد ما، درهای مرکز خود را برای گرد همآئی های ما بدین منظور همواره گشوده اند.
 ۳. یار و پشتیبان قدیمی ما مجله چشم انداز، نشریه سازمان فرهنگی ارتص سیامک، که همیشه صفحات آن پذیرای مقالات و اطلاعات ما در اینمورد بوده است.
 ۴. مجلات شوفار در لوس آنجلس، نشریه فدراسیون یهودیان ایرانی، شوفار در نیویورک، دنیای یهود در لوس آنجلس، پیام در نیویورک و اتحاد در لوس آنجلس که اخیراً اعلامیه مشترک سازمان بانوان یهود ایرانی و سازمان فرهنگی ایما ویا سایر مقالات ما را بچاپ رسانیده اند.
 ۵. روسای بت دین آمریکا و شورای عالی ربانوت آرتدکس آمریکائی که همواره با گشاده روئی آماده راهنمایی و همکاری بوده اند.
 ۶. خانم آکساندرا لختر، که علاوه بر وکالت، یکی از حامیان حقوق زنان یهودی میباشد. ایشان داوطلبانه مشاور حقوقی و راهنمای ما در تدوین "موافقتنامه مشترک" آنگونه که با موازین حقوقی آمریکا و ایالت کالیفرنیا همآهنگی داشته باشد میباشد.
 ۷. پرفسور آمون نتزر برای پشتیبانی و راهنمایی ها.
 ۸. کلیه نویسندگان مقالات این ویژه نامه که در نوشته هایشان دیدگاهها و تجربیات خود را با ما در میان گذاشته اند.

BETH DIN OF AMERICA

ב"ה

בית דין דאמריקא

ב"ד לעניני ממנות ואישות

305 Seventh Avenue, 12th Floor, New York, NY 10001-6008

(212) 807-9042 • Fax: (212) 807-9183

E-mail: menahel@bethdin.org • www.bethdin.org

THE BETH DIN OF AMERICA

BINDING ARBITRATION AGREEMENT (RECIPROCAL VERSION, MODIFIED FORM IN CONSULTATION WITH THE PERSIAN JEWISH COMMUNITY IN CALIFORNIA, WITHOUT SELECTION OF ADDITIONAL OPTIONS FROM STANDARD PRENUPTIAL FORM; FOR REFERENCE TO STANDARD PRENUPTIAL FORM AND OTHER OPTIONS, PLEASE REFER TO PRENUPTIAL FORM AT WWW.OCWEB.ORG)

THIS AGREEMENT MADE ON THE _____ DAY OF THE MONTH OF _____
IN THE YEAR 20 ____, IN THE CITY/TOWN/VILLAGE OF _____
STATE OF _____.

between:

HUSBAND-TO-BE: _____

RESIDING AT: _____

and:

WIFE-TO-BE: _____

RESIDING AT: _____

The parties, who intend to be married in the near future, hereby agree as follows:

I. Should a dispute arise between the parties after they are married, so that they do not live together as husband and wife, they agree to refer their marital dispute (but not issues relating to spousal or child support, property, property division or custody obligations), to an arbitration panel, namely, The Beth Din of America (currently located at 305 Seventh Ave., New York, NY 10001, tel. 212-807-9042, www.bethdin.org), or any other Bet Din specified in writing by the Beth Din of America before proceedings commence, for a binding decision. The defined term for the Beth Din of America or any such Bet Din specified by the Beth Din of America shall be "the Bet Din".

II. The decision of the Bet Din shall be fully enforceable in any court of competent jurisdiction.

III. The parties agree that the Bet Din is authorized to decide all issues relating to a get (Jewish divorce) as well as any issues arising from this Agreement or the ketubah and tena'im (Jewish premarital agreements) entered into by the Husband-to-Be and the Wife-to-Be. Each of the parties agrees to appear in person before the Beth Din at the demand of the other party.

IV. Failure of either party to perform his or her obligations under this Agreement shall make that party liable for all costs awarded by either the Bet Din or a court of competent jurisdiction, including reasonable attorney's fees, incurred by one side in order to obtain the other party's performance of the terms of this Agreement.

V. The decision of the Bet Din shall be made in accordance with Jewish law (halakha) or Beth Din ordered settlement in accordance with the principles of Jewish law (peshara krova la-din), except as specifically provided otherwise in this Agreement. The parties waive their right to contest the jurisdiction or procedures of the Bet Din or the validity of this Agreement in any other rabbinical court or arbitration forum other than the Bet Din. The parties agree to abide by the published Rules and Procedures of the Bet Din (which are available at www.bethdin.org, or by calling the Beth Din of America) which are in effect at the time of the arbitration. The Bet Din shall follow its rules and procedures, which shall govern this arbitration to the fullest extent permitted.

by law. Both parties obligate themselves to pay for the services of the Bet Din as directed by the Bet Din.

VI/A. The parties agree to appear in person before the Bet Din at the demand of the other party, and to cooperate with the adjudication of the Bet Din in every way and manner. In the event of the failure of either party to appear before the Bet Din upon reasonable notice, the Bet Din may issue its decision despite the defaulting party's failure to appear, and may impose costs and other penalties as legally permitted.

VI/B. Husband-to-Be acknowledges that he recites and accepts the following: I hereby now (*me'achshav*), obligate myself to support my Wife-to-Be from the date that our domestic residence together shall cease for whatever reasons, at the rate of \$150 per day (calculated as of the date of our marriage, adjusted annually by the Consumer Price Index-All Urban Consumers, as published by the US Department of Labor, Bureau of Labor Statistics) in lieu of my Jewish law obligation of support so long as the two of us remain married according to Jewish law, even if she has another source of income or earnings. Furthermore, I waive my *halakhic* rights to my wife's earnings for the period that she is entitled to the above stipulated sum, and I acknowledge, that I shall be deemed to have repeated this waiver at the time of our wedding. I acknowledge that I have effected the above obligation by means of a *kinyan* (formal Jewish transaction) in an esteemed (*chashuv*) Beth Din as prescribed by Jewish law. However, this support obligation shall terminate if Wife-to-Be refuses to appear upon due notice before the Bet Din in the event that Wife-to-Be fails to abide by the decision or recommendation of the Bet Din. (This support obligation under Jewish law is independent of any civil or State law obligation for spousal support, or any civil or State law imposed order for spousal support).

VI/C. Wife-To-Be acknowledges that she recites and accepts the following: I hereby obligate myself to my Husband-To-Be to discharge all duties incumbent upon me in the manner of Jewish wives who care for their husbands loyally. If we do not continue domestic residence together for whatever reason, then I now (*me'achshav*) obligate myself to pay Husband-To-Be \$150 per day (calculated as of the date of our marriage, adjusted annually by the Consumer Price Index-All Urban Consumers, as published by the US Department of Labor, Bureau of Labor Statistics) for all his domestic needs from the day we no longer continue domestic residence together, so long as the two of us remain married according to Jewish law, even if he has another source of income or earnings. Furthermore, I waive my *halakhic* rights to food and support for the period that he is entitled to the above-stipulated sum and I acknowledge that I shall be deemed to have repeated this waiver at the time of our wedding. I acknowledge that I have effected the above obligation by means of a *kinyan* (formal Jewish transaction) in an esteemed (*chashuv*) Beth Din as prescribed by Jewish law. However, this obligation shall terminate if Husband-To-Be refuses to appear upon due notice before the Bet Din or in the event that Husband-To-Be fails to abide by the decision or recommendation of the Bet Din. (This support obligation under Jewish law is independent of any civil or State law obligation for spousal support, or any civil or State law imposed order for spousal support).

VI/D. The payment obligations set forth in paragraphs VI/B and VI/C above shall be subject to offset by each other so long as both shall be payable and shall not otherwise be subject to offset.

VII. This Agreement may be signed in one or more duplicates, each one of which shall be considered an original.

VIII. This Agreement constitutes a fully enforceable arbitration agreement. Should any provision of this Agreement be deemed unenforceable, all other surviving provisions shall still be deemed fully enforceable; each and every

provision of this Agreement shall be severable from the other. As a matter of Jewish law, the parties agree that to effectuate this agreement in full form and purpose, they accept now (through the Jewish law mechanism of *kim li*) whatever minority views determined by the Bet Din are needed to effectuate the obligations contained in Section VI and the procedures and jurisdictional mandates found in Sections I, II, III and V of this Agreement.

IX. Each of the parties acknowledges that he or she has been given the opportunity prior to signing this Agreement to consult with his or her own rabbinic advisor and legal advisor. The obligations and conditions contained herein are executed according to all legal and *halachic* requirements.

In witness of all the above, the Husband-to-Be and Wife-to-Be have entered into this Agreement. This agreement was presented to Husband-to-Be and Wife-to-Be at least seven calendar days prior to execution.

SIGNATURE OF HUSBAND-TO-BE: _____

WITNESS: _____

WITNESS: _____

SIGNATURE OF WIFE-TO-BE: _____

WITNESS: _____

WITNESS: _____

ATTORNEY'S CERTIFICATION

I am an attorney at law, licensed and admitted to practice in the State of _____. I have been consulted by the Husband-to-Be. I have advised and consulted with him with respect to the issues covered by this Agreement, and have fully explained to him the legal significance of the foregoing Agreement and the effect it has upon his rights as a matter of (California) _____ law. Husband-to-Be has also been advised to consult an Orthodox rabbi to explain the Jewish law and significance in Jewish law of the foregoing Agreement. No advice is being given by the undersigned regarding the "*halachic*" Jewish law and significance in Jewish law of the foregoing Agreement. No waiver of the attorney-client privilege is intended by this certification.

_____ Dated: _____
Attorney at Law

I am an attorney at law, licensed and admitted to practice in the State of _____. I have been consulted by the Wife-to-Be. I have advised and consulted with her with respect to the issues covered by this Agreement, and have fully explained to her the legal significance of the foregoing Agreement and the effect it has upon her rights as a matter of (California) _____ law. Wife-to-Be has also been advised to consult an Orthodox rabbi to explain the Jewish law and significance in Jewish law of the foregoing Agreement. No advice is being given by the undersigned regarding the "*halachic*" Jewish law and significance in Jewish law of the foregoing Agreement. No waiver of the attorney-client privilege is intended by this certification.

_____ Dated: _____
Attorney at Law

END OF DOCUMENT

ACKNOWLEDGMENT FOR HUSBAND-TO-BE

