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World Union for Progressive Judaism. Herbert Friedman,
1973-1976.

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HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION
CLIFTON AVENUE, CINCINNATI, OHIO 45220

Post Office Box 70
Washington, D. C. 20044
April 27, 1973

Martin Blackman, Esquire
c/o Bergreen & Bergreen, Esquires
660 Madison Avenue
New York, New York 10021

Dear Marty:

I have delayed getting in touch with you because I have been waiting to hear from Fred who has been unavailable principally due to the Passover Holiday. However, I thought it best to put down on paper some of the thoughts which I have on the agreement with Herb Friedman which you can consider along with those of Fritz Bamberger's which he gave you under cover of a copy of a memorandum to me dated April 19, 1973.

I am in full accord with Fritz's points. As far as the language of paragraph 1 on page 1 is concerned, I will have to leave that to the professionals for them to define exactly what Herb Friedman's role is supposed to be. I think that Fritz has come very close to suggesting the proper language, but it may have to await finalization until we get Fred's thoughts. I have some question in my mind as to whether we should put such emphasis on developing the Reform Movement within Israel, but it may be that is the right idea. I personally would prefer some more general language, such as the development and strengthening of the principles of Reform Judaism in the life of Jews throughout the world, including Israel.

Let me now run through some of the other comments that come to my mind, many of which are minor:

(a) In line 4 on page 2, I would use the phrase "be coordinated" instead of "not interfere."

(b) In line 4 of paragraph 2(b), I think 15 days is probably too short.

(c) In line 2 of paragraph 3(a), I believe that the word should be "expiration" instead of "termination," and I also believe that the word "after" in the last line on page 2 should be replaced by the phrase "at the end of."

(d) I wonder about talking in terms of the executive leadership of the World Center. It is conceivable that the World Center may either not be built or result in some different form and we may want to define what his part-time consultant role will be.

(e) With respect to the various payments to which Herb is to be entitled, as I told you on the telephone, I think it would be most helpful if we could have a schedule of exactly what is paid and when, depending upon when termination occurs. I find it very hard to be sure that the amounts that are specified in your draft are the correct amounts, although I am inclined to think that they are. You indicated that you would undertake to prepare such a schedule and I hope you either have done so or will do so.

(f) The reference to \$250,000 of life insurance at the bottom of page 4 needs to be re-drafted. This is not insurance which we will carry for the benefit of Herb or his beneficiaries, but rather insurance that we want the opportunity to take out on his life, payable to the College and the Union.

(g) In paragraph 6 I have indicated to Fritz that I think we will have problems keying the payments to Herb simply to amounts received and that there will have to be some other formula which will include pledges with the right reserved to the College and the Union to determine whether the pledges should be counted or not. However, I think as a starter the way you have it is probably all right. Incidentally, I am in complete agreement with Fritz that the amounts should be keyed to what he raises and not what we get generally.

(h) On page 7, in the middle of the page, you use the phrase "full annual term." I am not clear what you mean by using the word "full."

(i) In the second line of paragraph 9, I believe the word "approved" should be "procured." As I understand it, we are going to obtain the car and it will be registered in the name of the College in Jerusalem. Also, with respect to reimbursement upon presentation of vouchers, I think this is a fine idea, but it was my understanding that it was to be keyed to a proposed budget which would be attached to the contract.

(j) In paragraph 11, I think that the reference to the absence of any extensive campaign apparatus ought to go to both his fund raising activities under the contract or any other fund raising activities that the College or the Institute may engage in. I am sure that Herb will want this and I think he is entitled to it.

(k) In paragraph 13 I think that the provisions of this paragraph should end with the word "Center" in the third line. How the funds which he raises are to be shared is none of his business and does not belong in any event in the employment contract with him.

(l) I am not clear in my own mind as to what you had in mind with reference to the second sentence on page 14. Are you saying that no agreement or modification shall be binding unless it is signed by both parties or what? Perhaps you can find a little more felicitous language for this purpose.

I gather that there is to be a meeting with Matt Ross on May 1st in Alex Schindler's office, but that you are not able to attend and that there was no other time at which everybody could be brought together. I do hope, however, that you will be able to follow up with Ross after the meeting with a view to finalizing this agreement and getting it on its way to Herb Friedman at the earliest possible moment. The time situation is now getting very tight and it may well be that we will simply have to wait until Herb gets here, which I understand will be sometime during the early part of May. Please do not hesitate to call me as soon as you have been able to give the points I have raised some thought, and please also try to get the schedule of payments which may have to be made under the contract so that we can all see precisely how much we are talking about and when.

Kindest regards.

Sincerely,

Theodore Tannenwald, Jr.

P.S. As you will see, I am sending a copy of this letter to Fred Gottschalk and to Fritz Bamberger with the suggestion that if they have any further comments or reactions they should let you know immediately.

c.c. Dr. Alfred Gottschalk ✓
Dr. Fritz Bamberger

P.P.S. The question of approval of reimbursement of expenses is further complicated by the fact that, as I understand it, Friedman has charge cards issued in the name of the Union. There will need to be some provision whereby any charges on these cards which are not approved can be offset against sums due him under the agreement.

January 23, 1976

Rabbi Alexander M. Schindler

Fred Cohen

Rabbi Alfred Gottschalk; Matthew H. Ross

CONFIDENTIAL

It is my understanding that we are to pay a total of \$75,000. to Herbert Friedman for that period in which he served us actively; the "salary" payment schedule which he made in his letter therefore conforms to my understanding. He has already been paid some \$31,000. during the prior year and the balance up to \$75,000. should be paid at the rate of \$2,000. a month until the total indebtedness has been met. I am sending a copy of this memo to Fred Gottschalk and Matt Ross just in case their recollections differ from mine.

The reason I put quotes on "salary" is because all these payments are really considered an advance against the commission which we agreed to give him. If funds come in from prospects actively solicited by Herb the amount of "salary" already paid is to be deducted from those sums.



THE MADISON
Washington, D. C. 20005
(202) 785-1000

My relationship to project can be maintained as follows:

1. I remain Director of Development and Planning for World Education Center
2. Someone in New York is hired and designated as U.S. Director of W.E.C.
3. I write to every prospect informing him that — is my associate in U.S., and — will be calling or visiting him.
4. I brief — carefully on every prospect now on list, and also make up enlarged list with him, going through his given lists, foundation lists, rabbi's list, etc.

The MONTPELIER — Restaurant and Lounge
La PROVENCE — Coffee House
The RETREAT — English Pub



THE MADISON
Washington, D. C. 20005
(202) 785-1000

5. I come to U.S. periodically to help with solicitations
6. I meet people in Israel who are ~~directed~~^{steered} to me by the U.S. director.
7. I write to anyone, as required.
8. I retain the office as a ~~concrete~~^{visual} point of contact.

Schedule

1. Hire man as quickly as possible.
2. He comes to ~~the~~ Israel for briefing - learning the project, studying whole movement, going over files
3. ~~Call~~ Call another meeting of enlarged committee, and distribute assignments
4. He follows up on committee members, and prospects.

The MONTPELIER — Restaurant and Lounge
La PROVENCE — Coffee House
The RETREAT — English Pub

Potential American director
add names

~~✓ Paul Menitoff (?) W 27~~

~~Danny Syme 27~~

~~Larry Halprin, Orlando 35
(package)~~

Larry Raphael, JHR - N.Y.
Asst.

Lenny Thal, HUC - L.A.

Harvey Fields, New Brunswick

Charles Shen
Sid Lubars

Herb's under 1-

1 July 73 - 31 Dec 74 = 1 1/2 years

at rate of 50,000

liability = 75

Previous liability	6166.
Duty year 75	25
	<hr/>
	31,166

Duty year 76	25
	<hr/>

Duty year 77	19...
--------------	-------

75
<hr/>
56,166
19

UNION OF AMERICAN HEBREW CONGREGATIONS
PATRON OF HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION
838 FIFTH AVENUE • NEW YORK, NEW YORK 10021 • [DIAL CODE 212] 249-0100
CABLE ADDRESS: UNIONUAHC

M E S S A G E

TO [Alexander Schindler]

DATE [Jan. 14, 1976]
Re: Herbert Friedman

The following payments
have been made to
Herbert Friedman for salary:

11/21/73	\$5,000	
9/6/74	<u>1,166.66</u>	\$6,166.66
1/75		3,000.00
2/75-12/31/75		<u>22,000.00</u>
Total		<u>\$31,166.66</u>

According to the agreement
BY with Herbert Friedman

R E P L Y

DATE

Dated 2/5/75 as of 6/30/74,
Herbert Friedman is
to receive \$2,000 for
the months of Jan. 1976
through April 1976
and \$419.67 May 1976
from his first term.
He is also to
receive \$25,000 for the
period 1/1/76 - 6/30/76
in equal monthly
installments for his
third term and \$50.00
for the period 7/1/76 -
6/30/77 in equal

SIGNED

INSTRUCTIONS TO SENDER:

1. KEEP YELLOW COPY. 2. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

INSTRUCTIONS TO RECEIVER:

1. WRITE REPLY. 2. DETACH STUB, KEEP PINK COPY, RETURN WHITE COPY TO F

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CABLE ADDRESS: UNIONUAHC

M E S S A G E

TO

DATE

monthly installments
for his fourth term.

Herbert Friedman called
today to say that he
should receive for
1976 the same
amount he received
in 1975, — \$3,000 for
Jan. & \$2,000 a
month for Feb. through

R E P L Y

DATE

December 1976.

Has the agreement
been changed?

Please advise —
Fred

Herb said he would
be in N.Y. on Friday
at the Drake Hotel
& that I should call
him if there was
any problem. Herb
would then discuss
the problem with
you on Sat.

BY

SIGNED

INSTRUCTIONS TO SENDER:

1. KEEP YELLOW COPY. 2. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

INSTRUCTIONS TO RECEIVER:

1. WRITE REPLY. 2. DETACH STUB, KEEP PINK COPY, RETURN WHITE COPY TO SENDER.

HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION

and

UNION OF AMERICAN HEBREW CONGREGATIONS

February 5, 1975
as of June 30, 1974

Rabbi Herbert A. Friedman
c/o Rose & Schlesinger
535 Fifth Avenue
New York, New York 10017

Dear Rabbi Friedman:

In light of the problems engendered by the Yom Kippur War, we have agreed to modify the agreement between us dated June 11, 1973 (the "Agreement"), to provide among other things that your first term as Director is extended to January 31, 1975 instead of June 30, 1974.

Accordingly, the Agreement is modified as follows:

I. paragraph 2 a) of the Agreement shall henceforth read as follows:

"Your engagement as Director shall be for a maximum of four terms commencing July 1, 1973 and ending on the dates set forth in paragraph 5 a) hereof subject to termination as hereinafter provided."

II. Paragraph 2 b) shall henceforth read as follows:

"Notwithstanding the foregoing, we may elect to terminate your engagement as Director as of December 31, 1975, or as of any June 30 thereafter by giving you written notice of such election at least sixty (60) days prior thereto. In such event, you shall be engaged as a consultant, and shall receive the payments provided in paragraph 8 a) hereof."

III. Paragraph 3 a) shall henceforth read as follows:

"Your engagement as a consultant shall commence upon (i) the expiration of the fourth term provided in paragraph 2 a) hereof or (ii) our earlier termination of your engagement as Director as provided in paragraph 2 b) hereof. Such engagement shall be for a term of nineteen months at the rate of \$25,000 a year."

IV. Paragraph 5 a) shall henceforth read as

follows:

"Subject to the provisions of this agreement with respect to earlier termination, you shall receive the following compensation for services you shall render:

<u>Term as</u> <u>Director</u>	<u>Term as</u> <u>Consultant</u>	<u>Compensation</u>
First:	7/1/73 - 1/31/75	\$39,585
Second:	2/1/75 - 12/31/75	none
Third:	1/1/76 - 6/30/76	\$25,000
Fourth:	7/1/76 - 6/30/77	\$50,000
	First: 7/1/77 - 6/30/78	\$25,000
	Second: 7/1/78 - 1/31/79	\$14,585

We have already paid you on account of your compensation as director hereunder for the First Term the sum of \$6,166, leaving a balance due of \$33,419. Such sum shall be paid as follows:

In January 1975	\$ 3,000
\$2,000 per month commencing February 1975 for 15 months through and including the month of April 1976	30,000
In May 1976	<u>419</u>
	\$33,419

We will pay you the balance of the compensation you are to receive as director for the Third and Fourth Terms in equal monthly installments during the period covered by each of said Terms.

If your engagement as director is terminated for any reason, the monthly compensation above provided shall be paid to you until you have received the total compensation theretofore accrued for the services rendered by you as director at the annual rate provided for in this paragraph prorated for the period ending on the date of termination of your services as director.

Your compensation as a consultant shall commence on July 1, 1977 or, if earlier, on the last day of the month following the termination of the payments of your compensation as director, and shall be paid in equal monthly installments of \$2,000, except that the first installment shall be in the sum of \$1,585."

V. Paragraphs 5 b) and 5 c) are deleted.

Hebrew Union College-Jewish Institute of Religion

UNDER THE PATRONAGE OF THE UNION OF AMERICAN HEBREW CONGREGATIONS

CINCINNATI
NEW YORK
LOS ANGELES
JERUSALEM

CLIFTON AVENUE - CINCINNATI, OHIO 45220

*Office of the Chairman,
Board of Governors*

c/o United States Tax Court
400 Second Street, N. W.
Washington, D. C. 20217

November 14, 1975

Mr. Matthew H. Ross
Union of American Hebrew
Congregations
838 Fifth Avenue
New York, New York 10021

Dear Matt:

With reference to the proposed modification of the Herb Friedman agreement which you enclosed with your letter of October 23d, I understand as a result of our meeting in Dallas that this document is to be rewritten. Consequently, I send you no comments on your draft, although it appeared to me to be in order.

Kindest regards.

Sincerely,



Theodore Tannenwald, Jr.

c.c.: Dr. Alfred Gottschalk

BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON

245 PARK AVENUE, NEW YORK, NEW YORK 10017

LEON SINGER
MATTHEW H. ROSS
CALLMAN GOTTESMAN
SAMUEL GORDON
FREDERICK NEWMAN
ALFRED K. KESTENBAUM
HELEN MINKIN
EVELYN FRANK
ARNOLD C. ABRAWOWITZ
PAUL M. FRANK
ALLEN N. ROSS

(212) MURRAY HILL 2-7700

CABLE: ELBLU, N. Y.

CHARLES E. GOODELL
COUNSEL

SAMUEL BLUMBERG (1907-1966)
DAVID KUGEL (1921-1969)

October 23, 1975

Judge Theodore Tannenwald, Jr.
P. O. Box 70
Washington, D. C. 20044

Dear Ted:

Enclosed please find proposed modification of the Herb Friedman agreement. The way we have drawn the modification, Herb's salary as an employee and consultant will now total \$129,170 instead of \$200,000 as originally provided. We have not added the amount that Herb is waiving to the compensation he is to receive in later years. I think this was the intention. Please let me have your comments regarding the proposed modification.

Kindest regards.

Sincerely,

MHR:JMC
Enclosure

cc (with enclosure)
Dr. Alfred Gottschalk
Rabbi Alexander Schindler

HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION

and

UNION OF AMERICAN HEBREW CONGREGATION

, 1975

Rabbi Herbert A. Friedman
c/o Rose & Schlesinger
535 Fifth Avenue
New York, New York 10017

Dear Rabbi Friedman:

We have agreed further to modify the agreement between us dated June 11, 1973, as modified on February 5, 1975, (herein the "Agreement") as follows:

I. Paragraph 2 a) of the Agreement shall henceforth read as follows:

"Your engagement as Director shall be for a maximum of four terms commencing July 1, 1973 and ending on the dates set forth in paragraph 5 a) hereof subject to termination as hereinafter provided."

II. Paragraph 2 b) shall henceforth read as follows:

"Notwithstanding the foregoing, we may elect to terminate your engagement as Director as of any June 30 by giving you written notice of such election at least sixty (60) days prior thereto. In such event, you shall be engaged as a consultant, and shall receive the payments provided in paragraph 8 a) hereof."

III. Paragraph 3 a) shall henceforth read as follows:

"Your engagement as a consultant shall commence upon (i) the expiration of the fourth term provided in paragraph 2 a) hereof or (ii) our earlier termination of your engagement as Director as provided in paragraph 2 b) hereof. Such engagement shall be for a term of nineteen months at the rate of \$25,000 a year."

IV. Paragraph 5 a) shall henceforth read as follows:

"Subject to the provisions of this agreement with respect to earlier termination,

you shall receive the following compensation
for the services you shall render:

	<u>Term as Director</u>	<u>Compensation</u>
First:	7/1/73 - 1/31/75	\$39,585
Second:	2/1/75 -12/31/75	none
Third:	1/1/76 - 6/30/76	none
Fourth:	7/1/76 - 6/30/77	\$50,000

	<u>Term as Consultant</u>	
First:	7/1/77 - 6/30/78	\$25,000
Second:	7/1/78 - 1/31/79	\$14,585

We have paid you on account of your compensation as Director hereunder for the First Term the sum of \$27,166, leaving a balance due of \$12,419. Such sum shall be paid to you in six monthly installments of \$2,000 each, commencing November , 1975, and the final installment in the amount of \$419 shall be paid in May, 1976.

We will pay you the compensation you are to receive as Director for the Fourth Term in equal monthly installments during the period covered by said Term.

If your engagement as Director is terminated for any reason, the monthly compensation above provided shall be paid to you until you have received the total compensation theretofore accrued for the services rendered by you as Director at the annual rate provided for in this paragraph prorated for the period ending on the date of termination of your services as Director.

Your compensation as a consultant shall commence on July 1, 1977, or, if earlier, on the last day of the month following the termination of the payments of your compensation as Director, and shall be paid in equal monthly installments of \$2,000, except that the first installment shall be in the sum of \$1,585."

V. Paragraphs 5 b) and 5 c) are deleted.

VI. Paragraph 6 e) shall henceforth as follows:

"The first Extended Term shall

commence on the earlier of July 1, 1979 or the first day of the month following the date on which your engagement as a consultant shall terminate."

VII. The word "annual" is deleted from the third line of paragraph 8 a).

VIII. Paragraph 8 a) (iii) is deleted.

IX. Paragraph 8 a) (iv) shall henceforth read as follows:

"Receive the sum of \$25,000 as severance pay, the same to be payable in such annual installments not in excess of \$5,000 as shall be agreed upon between us, except that if your engagement as Director is terminated on June 30, 1976, you shall not be entitled to any part of the said sum of \$25,000."

X. Paragraph 8 c) (i) shall henceforth read as follows:

"Commencing with the last day of the month following the month of your death or such termination, you shall receive the unpaid

balance of the amounts under paragraph 5 a) which shall have accrued for your services as Director to the date of your death or such termination."

XI. The word "annual" is deleted from the second line of paragraph 8 d).

XII. Paragraph 8 d) (i) shall henceforth read as follows:

"Commencing with the last day of the month following the month in which you terminate your employment as Director, you shall receive the unpaid balance of the amounts under paragraph 5 a) which shall have accrued for your services as Director to the date of your termination of your employment as Director."

XIII. The schedule in paragraph 8 d) (iii) shall henceforth read as follows:

<u>"Date of Termination of Engagement as Director"</u>	<u>Reduction in Bonus</u>
Between 7/1/73 and 1/31/75	75%
Between 2/1/75 and 12/31/75	50%
Between 1/1/76 and 6/30/76	25%
Between 7/1/76 and 6/30/77	None"

All the other provisions of the Agreement shall continue in full force and effect except as herein expressly modified.

If the foregoing sets forth our understanding, would you kindly so indicate by signing and returning the copy of this letter.

Very truly yours,

HEBREW UNION COLLEGE -
JEWISH INSTITUTE OF RELIGION

By _____

UNION OF AMERICAN HEBREW
CONGREGATIONS

By _____

AGREED AND ACCEPTED
TO this day of
 , 1975

Herbert A. Friedman

November 3, 1975

Rabbi Alexander M. Schindler

Matthew H. Ross

Rabbi Alfred Gottschalk; Theodore Tammeswald, Jr.

There is evidently some mis-apprehension here. Do not these \$2,000 payments end in April, 1976 with an additional \$419 due in May, 1976? I believe that is what is due him, nothing more - or am I in error?

In any event, I do not agree with Herb that a new contract does not have to be drawn. I believe it must be and would appreciate it Matt if you would check your records and let me know/that I can give an appropriate response.

31. 10. 75

Dear Alex -

Sorry will not see you in Dallas. Good luck. Hope everything goes well.

Please give Josh Dwork instructions, if necessary, to continue same arrangement for 1976 as 1975 - namely:

\$	3000	for January
	2000	each month thereafter
\$	<u>25,000</u>	total for the year.

We don't need any change of contract, it seems to me - but if you give me instructions to Dwork, I'll appreciate it.

Heidi Friedman

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838 FIFTH AVENUE • NEW YORK, NEW YORK 10021 • [DIAL CODE 212] 249-0100
CABLE ADDRESS: UNIONUAHC

MESSAGE

REPLY

FROM: A. M. SCHWARTZ
cc: MATTHEW REES

DATE: 2/28/75
SUBJECT: HERBERT LIEBOWITZ

enclosed is a copy of my
letter of 2/28/75.
Please let me know if
I am to continue paying
at \$1000. into the
Third Term.

Abraham
Jacob M. Schwartz

DATE

To Donah
just expenses -
no salary -
once 15 hrs. are
up.

Amf

SIGNED

INSTRUCTIONS TO SENDER:

1. YELLOW COPY, 2. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

INSTRUCTIONS TO RECEIVER:

1. WRITE REPLY 2. DETACH STUB, KEEP PINK COPY, RETURN WHITE COPY TO SENDER.

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639 FIFTH AVENUE • NEW YORK, NEW YORK 10021 • (DIAL CODE 212) 249-0100
CABLE ADDRESS: UNIONUAMC

M E S S A G E

TO [RABBI A.M. SCHINDLER]
cc MATTHEW ROSS
[FRED COHEN]

DATE 2/28/75

BASED ON THE COPY OF THE REVISED
HERB FRIEDMAN CONTRACT (DATED 2/5/75)
I RECEIVED TODAY, I AM INSTRUCTING
MY PAYROLL DEPARTMENT TO MAKE
PAYMENTS AS NOTED ON THE BOTTOM OF
PAGE 3 OF THIS MODIFIED AGREEMENT—AS
FOLLOWS - JAN 1975 \$3000 PAID
\$3000 PER MONTH FOR FIFTEEN
MONTHS OR FROM FEB '75 TO APRIL '76.

IN MAY 1976 HE IS TO GET \$419—
BY SINCE THIS ^{PORTION OF THE} AGREEMENT PERTAINS

R E P L Y

DATE

TO HIS EMPLOYMENT TO 12/31/75
ONLY (SECOND TERM), I
SHOULD BE ADVISED NO LATER
THAN DEC 1975 IF MR. B
FRIEDMAN IS TO BE RETAINED
INTO THE THIRD TERM AS
DIRECTOR SINCE IF HE IS
RETAINED THEN (SEE PAGE 4) PAYMENTS
TO HIM FOR THE 3rd TERM START IN
JANUARY 1976 AT THE RATE OF
\$416.66 PER MONTH.

ADVISE IF THIS IS NOT IN
ACCORDANCE WITH YOUR UNDERSTANDING
OF THIS AGREEMENT
SIGNED [Signature]

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838 FIFTH AVENUE • NEW YORK, NEW YORK 10021 • (DIAL CODE 212) 249-0100
CABLE ADDRESS: UNIONUAHC

M E S S A G E

TO Edie Miller

DATE 10/24/75

PAYMENTS to HERBERT FRIEDMAN

	CHECK #	AMOUNT	REMARKS
11/2/73	20156	5000-	} Reported on 1099 in 1974
9/6/74	26281	1166.66	
		61 666.66	

MARCH 1975 7000 -

APR 2000 -

MAY 2000 -

JUNE 2000 -

JUL 2000 -

AUG 2000 -

SEPT 2000 -

OCT 2000 -

BY 27166.66 PO to DATE

R E P L Y

DATE Still due under first loan
Nov, Dec, Jan '76 Feb
Mar & April (6x2000) 12000-
due May '76 419.
12419

Paid to Oct 75 27166.66
as per contract 39,585.66

[Signature]

SIGNED



HEBREW UNION COLLEGE—JEWISH INSTITUTE OF RELIGION
Cincinnati • New York • Los Angeles • Jerusalem

OFFICE OF THE PRESIDENT

3101 CLIFTON AVENUE • CINCINNATI, OHIO 45220
(513) 221-1875

October 13, 1975

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

I think it is important for Matt Ross to finalize with Herbert Friedman that portion of the contract which we had agreed would be extended; namely, that Friedman was to work for the next year without pay.

It was good seeing you. You looked well.

With best wishes,


Alfred Gottschalk
President

AG:rl



HERBERT A. FRIEDMAN

1. From 7/1/73 - 1/31/75, you ~~owe~~ ^{will have owed} me 19 months salary - 79,166.67
2. Pay the amount owed, 79,166.67, over the following schedule:

Feb 1, 1975 - 2000 per month x 11 months	22,000
already advanced	5,000
	<hr/>
	27,000
1976 - 12 months x 2000	24,000
1977 - ditto	24,000
	4,000
1978 - Jan & Feb x 2000	4,000
+ balance	166.67
	<hr/>
	79,166.67

3. Suspend the contract for 11 months of 1975 - work free till 12/31/75
4. If you decide to sever, at that time pay severance & finish.
5. If you decide to continue, start the contract in operation, beginning the third time, as of 1/1/76

WORLD EDUCATION CENTER FOR PROGRESSIVE JUDAISM

13 King David Street
Jerusalem, Israel
02-227455

26 July 1974

AGENDA FOR DISCUSSION

Director of Planning
and Development

Rabbi Herbert A. Friedman

I. PROSPECTS FOR FUND-RAISING FOR WORLD CENTER PROJECT IN YEAR
AHEAD (MID-1974 to MID-1975) NOT GOOD BECAUSE OF:

1. Heavy backlog of unpaid 1974 pledges to UJA and Bonds.
2. Heavy demands by UJA and Bonds for 1975, due to prospects of renewed war, compounded by possibility of economic recession in Israel.
3. World-wide stock market decline, plus economic recessions.

II. ALTERNATIVES

1. Put the project in the deep freeze: i.e. pay off Safdie for his work to date, put his master-plan on file with the Minhal as satisfying the first demand for utilization of the land, authorize no new drawing or planning; pay off Friedman; simply wait for more propitious time.
2. Continue with project: i.e., don't lose momentum which has been built up, select minimum items from master plan (e.g. classrooms, faculty rooms, youth hostel, or whatever) which, together with total site preparation and underground work, constitute next phase, and authorize Safdie to draw this in detail, so we can get in line for a building permit, which will not be granted for at least a year.

III. RECOMMENDATION

1. Continue the project.
2. Allow fund-raising to continue. Retrench by accepting Friedman offer to work as volunteer during 1975. Permit him to supplement earnings by making speeches for UJA and Bonds for a fee.
3. Plan now to borrow money for construction when building permit is finally issued. Find one or two people who would be willing to provide interest-free interim financing, to be repaid from campaign proceeds. (Si Scheuer, Lubin, Skirball, Mel Goldberger, Jack Goldfarb, Phil Myers, Swig.)

Sponsoring Organizations:

Hebrew Union College-Jewish Institute of Religion
Union of American Hebrew Congregations
World Union for Progressive Judaism
Central Conference of American Rabbis

WORLD EDUCATION CENTER FOR PROGRESSIVE JUDAISM
13 King David Street
Jerusalem, Israel
02-227455

Director of Planning
and Development

Rabbi Herbert A. Friedman

IV. WITH MINIMUM BUILDING PLAN CONTINUING, CONCENTRATE ON CREATING PROGRAM, ALONG LINES OF BROCHURE:

1. Organize chapel of Rau building into real synagogue, albeit temporary, with very minimal expenditure, to serve until Safdie synagogue can be built.
2. Acquire full-time rabbi and build a membership congregation, with all auxiliary bodies. This provides a forum for the discussion of public issues, insures access to the Israeli press, and a window to the Israeli public.
3. Find four more rabbis, in US or Europe, for Ramat Gan, Haifa, Netanya, and Nazrat Illit or Beersheva.
4. Open the ideological center (in a temporary tsrif on our Jerusalem land) for holding public lectures, symposia, briefings; and for preparing written material and school curricula.
5. Recruit teachers (i.e. Reform Rabbis) to come over and serve in Kibbutz Movement High School System. This could be year or two type of volunteer service.
6. Prepare to open at least two summer camps in June 1975.
7. Recruit young married couples, here and abroad, for MoshavShituf.
8. Plan National Launching Convention for summer 1976, centennial year, when we already have some accomplishments to show. Bring World Union Convention here that year.

V. FINANCING OF PROGRAM

1. Until full financing can be handled by income from endowments, which will be solicited as part of master plan building funds, interim financing must be provided by the two partners.
2. HUC-JIR is already providing about \$350,000 per year.
3. UAHC should provide at least an equivalent sum, if not more, since the academic side may not necessarily be the larger portion of the work to be done here.
4. The extra funds to be spent here by the UAHC (and also by HUC-JIR, whose share could easily increase to \$500-600,000 per year, as the student body here climbs toward 200) should come from increased revenues of the RJA.

Sponsoring Organizations:

Hebrew Union College-Jewish Institute of Religion
Union of American Hebrew Congregations
World Union for Progressive Judaism
Central Conference of American Rabbis

5. These revenues should be solicited through the Barach-Iselin team, with a specific campaign approach stressing the fact that they will be used to build a Reform Movement in Israel. The "Who is a Jew" issue has provided a good climate for such a campaign thrust on our part now.

VI. SUMMARY

1. Continue the physical construction, with a minimum next phase.
2. Prepare to borrow funds for this, if necessary.
3. Go forward building the program for the movement.
4. Funds for this should come from UAHC commitment, plus RJA, which must be reorganized.
5. This plan should be approved in principle by the following group: Gottschalk, Schindler, Tannenwald, Ross, Barach, Iselin. Assignments should be made;
 - a. G, S, T, R should take item 2, while F continues to try
 - b. Hirsch, Spicehandler, Friedman take 3
 - c. B, I take 4, and Friedman can help

HEBREW UNION COLLEGE: JEWISH INSTITUTE OF RELIGION

and

UNION OF AMERICAN HEBREW CONGREGATIONS

, 1973

Rabbi Herbert A. Friedman
15 Ibn Gabirol Street
Jerusalem, Israel 92430

Dear Rabbi Friedman:

This letter sets forth the basis on which, commencing July 1, 1973, you are to be engaged to raise funds and to act as a consultant for the projected World Center for Progressive Judaism (the "World Center"), to be established in Israel by Hebrew Union College: Jewish Institute of Religion (the "College") and the Union of American Hebrew Congregations (the "Union"), as follows:

1. You shall devote your full time to raising the necessary funds for the erection, maintenance and programs of the World Center and for the development and support of other institutions and programs of Reform Judaism in Israel. Your fund raising activities are to

be conducted in such manner as not to conflict with our fund raising activities, and, to that end, you shall, from time to time in advance of any solicitation of funds, submit to us for approval a list of persons from whom you intend to solicit contributions. You will not seek funds from any of the persons whose names we delete from any such list submitted by you.

2. (a) Your full-time engagement shall be for annual terms commencing July 1, 1973, up to a maximum of four (4) such terms, subject to termination as hereinafter provided.

(b) Notwithstanding the foregoing, we may elect to terminate your full-time engagement as of any June 30 by giving you written notice of such election at least thirty (30) days prior thereto. In such event, you shall be engaged as a part-time consultant, and shall have the severance pay and other benefits provided in paragraph 8(a) hereof.

3. (a) Your engagement as a part-time

consultant shall commence upon (i) the expiration of the fourth annual term provided in paragraph 2(a) hereof, or (ii) our earlier termination of your full-time engagement as provided in paragraph 2(b) hereof. Such part-time engagement shall be for a term of two years; provided, however, that if your full-time engagement terminates at the end of one year, your engagement as a part-time consultant shall also be limited to one year.

(b) Notwithstanding the foregoing, your engagement as a part-time consultant shall be subject to extension as provided in paragraph 6 hereof.

(c) During your engagement as a part-time consultant you shall render advice to the College and Union in connection with their activities in Israel. You may render such services in such manner and at such times as you, in your reasonable discretion, determine to be appropriate.

4. On thirty (30) days prior written notice

you may elect at any time to terminate either your full-time or your part-time engagement. Upon such termination, you shall be entitled to receive the amounts set forth in paragraph 8(d) of this agreement.

5. (a) Subject to the provisions of this agreement with respect to earlier termination, you shall receive the following compensation for the services you shall render, payable in equal monthly installments on the first day of each month:

<u>Full-Time Terms</u>	<u>Part-Time Terms</u>	<u>Year</u>	<u>Compensation</u>
First		7/1/73 - 6/30/74	\$25,000
Second		7/1/74 - 6/30/75	25,000
Third		7/1/75 - 6/30/76	50,000
Fourth		7/1/76 - 6/30/77	50,000
	First	7/1/77 - 6/30/78	25,000
	Second	7/1/78 - 6/30/79	25,000

(b) Payment of the monthly compensation you are to receive for the full-time term commencing July 1, 1973, and ending June 30, 1974 shall be deferred to and shall commence on July 1, 1977; provided, however, that if your full-time engagement is terminated before June 30, 1977 pursuant to the provisions of paragraph 2 (b) hereof, such deferred monthly payments shall commence on July 1 next following the date of such termination.

(c) Payment of the monthly compensation you are to receive for the full-time term commencing July 1, 1974, and ending June 30, 1975, shall be deferred to and shall commence on July 1, 1978; provided, however, that if your full-time engagement is terminated before June 30, 1977 pursuant to the provisions of paragraph 2 (b) hereof, such deferred monthly payments shall commence on the second July 1 following the date of such termination.

6. Upon the expiration of your first or second part-time term, as the case may be, you shall be entitled to continue your engagement as a part-time consultant for one or more annual extended terms (herein "Extended Terms")

on the basis of (i) the amounts specified below paid to us for the World Center during the period from July 1, 1973 to the end of your full-time engagement (herein the "Relevant Period"), or (ii) the amounts specified below pledged to us for the World Center during the Relevant Period and paid to us prior to the end of the first or second part-time term, provided for in paragraph 3(a) [subdivisions (i) and (ii) of this paragraph are referred to below as the "Contributions"].

(a) If the Contributions do not exceed \$5,000,000, you shall not be entitled to any Extended Terms.

(b) If the Contributions shall exceed \$5,000,000, you shall be entitled to one Extended Term at compensation at the rate of \$50,000 per annum for each \$3,333,333.33 (herein "Unit") of the Contributions..

(c) After the Contributions shall have exceeded \$10,000,000, you shall be entitled to one Extended Term at compensation at the rate of \$50,000 per annum for each Unit paid, or pledged and paid, to us during the periods set forth in subdivisions 6(i) and (ii) above, whether for the World

Center or for other approved institutions or programs of Reform Judaism in Israel.

(d) The maximum number of Extended Terms under (b) and (c) of this paragraph shall be six.

(e) The first Extended Term shall commence on the earlier of July 1, 1979, or July 1 next following the date your engagement as a part-time consultant terminates.

(f) If the final Unit shall be less than \$3,333,333.33, the final Extended Term and compensation therefor shall be prorated.

(g) We shall periodically review with you the status of all pledges in order to adjust our records to reflect pledges which we, in our sole discretion, determine to cancel or deem to have been recorded in error, and in such event the amount deemed to have been pledged during the Relevant Period shall, for the purposes of this agreement, be reduced accordingly. We shall have no obligation to take any steps to collect any pledge.

7. You shall have the option, to the extent legally permissible, to avail yourself of the provisions of Section

403(b) of the Internal Revenue Code dealing with tax sheltered annuities in connection with any sums payable to you under this agreement, provided you give us timely notice of the exercise of such option, and there is no increase in amount, or acceleration of the due date of any compensation payable by us hereunder.

8. (a) In the event of the termination at our election of your full-time engagement prior to the completion of four full annual terms, you shall:

(i) Serve as a part-time consultant for such annual term or terms as provided in paragraph 3(a) and for such Extended Term or Terms as provided in paragraph 6 hereof at the compensation provided for in paragraphs 5(a) and 6 hereof.

(ii) Receive the balance of deferred compensation due to you pursuant to paragraphs 5(b) and 5(c) hereof; and

(iii) Receive the sum of \$25,000 as severance pay, the same to be payable in such annual installments, not in excess of five, as shall be agreed upon between us.

(b) If you are prevented for three or more consecutive months from performing the services contemplated hereunder by reason of physical or mental illness or injury or by any other event or circumstances not within your or our control, we may on written notice to you terminate your engagement hereunder.

(c) In the event of termination of your full-time engagement by reason of your death, or in accordance with the provisions of paragraph 8(b) hereof, you, or your estate, as the case may be, shall:

(i) Receive the deferred compensation due to you pursuant to paragraph 5 (b) and 5 (c) hereof, in monthly installments commencing on the first of the month next following such termination; and

(ii) Receive the balance of compensation which would have been paid to you as a part-time consultant pursuant to paragraphs 5 (a) and 6 hereof had you served your full annual term or terms as part-time consultant pursuant to paragraphs 3 (a)

and 6 hereof, such compensation to be paid to you, or to your estate, in such installments as we and you (or the executor or administrator of your estate in the case of your death) mutually agree, such installments to commence not later than the first of the month following the last payment under subdivision (i) of this subparagraph, and to continue for a period not in excess of ten years; provided, however, that the due dates of the installments shall not be earlier than they would have been had your full-time engagement not so terminated.

(d) In the event that you shall elect, prior to the completion of four full annual terms, to terminate your full-time engagement you shall

(i) Receive the balance of deferred compensation due to you pursuant to paragraphs 5(b) and 5(c) hereof in monthly installments commencing on the first of the month next following such termination; and

(ii) Receive the balance of compensation which would have been paid to you as a part-time

consultant pursuant to paragraph 5(a) had you served your full annual terms pursuant to paragraph 3(a). Such compensation shall be paid to you in such installments as may be mutually agreed upon, such installments to commence not later than the first of the month following the last payment under subdivision (i) of this paragraph and to continue for a period not in excess of ten years, provided, however, that the due dates of the installments shall not be earlier than they would have been had you not elected to terminate your full-time engagement.

9. At any time during your full-time engagement, we may, in our discretion, apply for and obtain, as owners and with the College and Union, or anyone they may designate as beneficiaries, insurance on your life, in such amounts and form as we may choose. You shall have no interest in any policy or policies, but you shall, at our request, submit to such physical examinations, supply such information and execute such documents as may be required by the company or companies to whom we shall have applied for such insurance.

10. During your full-time engagement hereunder, we shall make an automobile available to you for use in performing your duties hereunder.

11. Annexed hereto as Exhibit A is an estimate (herein "Estimate") which you have prepared of the annual expenses which you expect to incur in the performance of your duties hereunder. Within thirty (30) days after presentation of vouchers, we will reimburse you for disbursements made on our behalf with respect to the items shown in the Estimate in an amount or amounts which in the aggregate do not exceed the maximum amount shown in the Estimate for such item. Any disbursement which, when added to amounts theretofore expended for such item, exceeds the maximum amount shown in the Estimate for such item shall not be reimbursed unless we shall have approved such disbursement.

12. It is contemplated that, during your full-time engagement, you shall make two annual trips to the United States of approximately twenty days duration each. If additional trips are required, and if, in your discretion, it is necessary to bring your wife in order to accomplish

such additional trip or trips, her travel expenses shall be paid.

13. No extensive campaign organization is contemplated in connection with the performance of your duties hereunder. We shall provide an office for you at the College in Jerusalem and an office at the Union in New York. As shown in the Estimate you shall have an administrative assistant and secretary in New York and a secretary in Jerusalem.

14. Your engagement shall be as an independent contractor, and not as an employee. Your services hereunder shall be subject to our direction and control. Statements of policy in our behalf are to be cleared with us prior to release by you.

15. Our liability hereunder for the compensation and other benefits to be paid to you shall be joint and several. Any action taken hereunder shall be binding and enforceable only if taken by us jointly.

16. We hereby represent that each of us is duly authorized under the by-laws and resolutions of our respective organizations to enter into this agreement.

17. This agreement constitutes the entire agreement between us and cannot be modified except by an agreement in writing signed by all parties.

18. This agreement shall be governed by and interpreted under the laws of the State of New York.

Please signify your approval and agreement to the provisions hereof by signing and returning a copy of this letter.

Very truly yours,

HEBREW UNION COLLEGE: JEWISH
INSTITUTE OF RELIGION

By _____
President

UNION OF AMERICAN HEBREW
CONGREGATIONS

By _____
President

ACCEPTED AND AGREED to
this day of , 1973

Herbert A. Friedman

May 7

Matt Ross called - Tannenwald approved draft but raised one policy question, with MR and with Fred, you should think about it:

The bonus of \$25,000, should it be paid to HAF if cancel agreement or should he be spoken to about not getting bonus in view of circumstances, etc. etc.

Send to Fra for
transmission to
Hub
we need his signature

May 18, 1974

Rabbi Alexander M. Schindler

Rabbi Ira Youdovin

Enclosed herewith are two copies of the revised proposed modification of Herb Friedman's contract. Please transmit it to Herb for signature and then return the copies to me so that we can have it signed for the Union and the College-Institute.

Many thanks.

BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON
245 PARK AVENUE, NEW YORK, NEW YORK 10017

LEON SINGER
MATTHEW H. ROSS
CALLMAN GOTTESMAN
SAMUEL GORDON
FREDERICK NEWMAN
ALFRED K. KESTENBAUM
HELEN MINKIN
EVELYN FRANK
ARNOLD C. ABRAMOWITZ
PAUL M. FRANK
ALLEN N. ROSS

(212) MURRAY HILL 2-7700

CABLE: ELBLU, N. Y.

SAMUEL BLUMBERG (1907-1966)
DAVID KUGEL (1921-1969)

May 6, 1974

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

I am enclosing two copies of revised proposed modification of Herb Friedman's contract. The enclosed revision is fuller and substantially clearer than the original proposed modification we sent you sometime ago. I sent a copy of the new draft to Ted Tannenwald some days ago. Up to now I have not heard from him. If he should have any thoughts I will call you.

Kindest regards.

Sincerely,



MHR:JMC
Enclosures

*Hold for
MR
modifications*

April 26, 1974

Mr. Matthew H. Ross
245 Park Avenue
New York, N.Y. 10017

Dear Matt:

Thank you for the letter of modification in regard to
Herb Friedman. We'll have it executed when Herb is here
in a few weeks.

Please convey my appreciation to Helen for her efforts
in our behalf. And, needless to note, all of us are
deeply grateful to you for your concern and interest and
invaluable aid in this regard.

With fondest regards from house to house, I am

Sincerely,

Alexander M. Schindler

BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON
245 PARK AVENUE, NEW YORK, NEW YORK 10017

LEON SINGER
MATTHEW H. ROSS
CALLMAN GOTTESMAN
SAMUEL GORDON
FREDERICK NEWMAN
ALFRED K. KESTENBAUM
HELEN MINKIN
EVELYN FRANK
ARNOLD C. ABRAWOWITZ
PAUL M. FRANK
ALLEN N. ROSS

(212) MURRAY HILL 2-7700

CABLE: ELBLU, N.Y.

SAMUEL BLUMBERG (1907-1966)
DAVID KUGEL (1921-1969)

April 24, 1974

*Acknowledged
will work it
executed*

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

Helen Minkin prepared the enclosed letter which we believe accomplishes the modification of the understanding with Herb Friedman outlined in your memorandum of April 17th. I am sending a copy of the enclosed letter to Judge Tannenwald since I spoke to him about formalizing the understanding with Herb.

*Ed
hold for
H.F.*

If you find the letter in order, I assume you can have it executed when Herb gets here next week.

Kindest regards.

Sincerely,

MHR:JMC
Enclosure

HEBREW UNION COLLEGE: JEWISH INSTITUTE OF RELIGION

and

UNION OF AMERICAN HEBREW CONGREGATIONS

April , 1974

Rabbi Herbert A. Friedman

Dear Rabbi Friedman:

In light of the problems engendered by the Yom Kippur War, we have agreed to modify the agreement between us dated June 11, 1973 (the "Agreement"), to provide that your first term as Director is hereby extended and shall terminate on January 31, 1975 instead of June 30, 1974. Your second, third and fourth terms as Director shall terminate on the dates provided in the Agreement, and all the other provisions of the Agreement shall continue in full force and effect except as herein expressly modified.

If the foregoing sets forth our understanding,

-2-

would you kindly so indicate by signing and returning the copy of this letter.

Very truly yours,

HEBREW UNION COLLEGE: JEWISH
INSTITUTE OF RELIGION

By _____

UNION OF AMERICAN HERBEW
CONGREGATIONS

By _____

ACCEPTED AND AGREED to
this day of ,
1974.

Herbert A. Friedman

היברו יוניון קולג' ירושלים
HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION
JERUSALEM

CONFIDENTIAL

26th August 1973

Rabbi Alexander M. Schindler
U.A.H.C.
838 Fifth Avenue
New York, N.Y. 10021
U.S.A.

Dear Alex,

I am reluctant to put into writing what I wish to discuss with you orally about some apprehensions I have relating to the development of the World Center here.

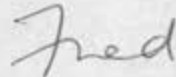
Suffice it to say that I have spent much of my time here during the last two months with Dick, Herb and Ezra. We have finally had to put the blocks to Friedman.

The memorandum drawn up by us to Friedman on August 23, of which I am enclosing a copy is self-explanatory.

I hope your summer has been a restful one as you prepare for the onerous chores of your Biennial.

With all good wishes,

sincerely,



Alfred Gottschalk

August 23, 1973

Rabbi Herbert Friedman

Dr. Alfred Gottschalk, Rabbi Richard G. Hirsch, Dr. Ezra Spicehandler

As we have expressed to you via the telephone, we are quite concerned that the brochure which you are in the process of preparing does not fully reflect the policies agreed upon by the members of the Policy Committee, including yourself. We believe that the major emphasis of the brochure should be on Phase I -- The Jerusalem Center -- rather than on Phase II and III, as it presently appears to be.

Appended hereto, for the assistance of your writing crew, are the official documents presented to the College and Union Boards. We believe that the major items listed below and described in greater detail in the appended material, should be specifically featured in the brochure.

The College (see attached materials)

- a) Rabbinical Education: This should include a description of the dramatic impact that the First Year Program has already had on the Reform Movement, as well as an indication that a new era has been initiated, with several Israelis already studying for the Israeli Progressive rabbinate in Jerusalem.
- b) Programs for Educators, Communal and Social Workers, both American and Israeli.
- c) Summer Seminar for Christian Academicians, jointly sponsored by the College, the Union, and Duke University.
- d) Gezer Archaeological Excavations.
- e) Academic Year in Israel on a Kibbutz, for undergraduate students, jointly sponsored by the College and NFTY.
- f) Jerusalem Outreach Programs - Lectures and Ongei Shabbat.
- g) Archaeological Museum
- h) American Jewish Archives and Archives for World-wide Progressive Judaism.
- i) Library: A fine academic library for scholars and students and a People's Library, together with the Union, World Union, providing badly needed library services for the public at large.

(continued)

Union - World Union

The Synagogue-Auditorium: We suggest you eliminate the word "small" and add the fact that the synagogue will provide opportunities for creative experimentation in traditional and modern modes of Jewish worship. It will be the setting where Israelis can search for the renewal of Jewish tradition.

The heading should be Synagogue-Auditorium, and reference should be made to the fact that the auditorium should house concerts, lectures and international conferences.

The Audio-Visual Center (and other items as described on pages 6,7,8.

The Ideological Center: The functions which are now listed under the Ideological center should be transferred to the Jerusalem Center. You might want to indicate that as our program develops some of those functions which are more suitable to a rural setting may be transferred to the ideological center.

The Israel Program of the CCAR

This whole section should be included under the Jerusalem Center.

The introduction should recognize the two functions of educating Americans in Israel as well as Israelis, with a phrase such as: to broaden the Jewish horizons of American Jewish youth and adults by encouraging their encounter with Israel as a living fountain of Jewish inspiration, to afford American young men and women training to be Rabbis, Educators, Cantors, and Communal professionals through the exhilarating experience of a year's study and residence in Israel.

In sum, we believe that it is essential to re-orient the brochure so that the major emphasis will be placed on the Jerusalem Center. Otherwise, serious misunderstandings may arise among members of the Boards of our respective institutions.

We know you understand and hope that it will be possible for the adjustments to be made in time for you to take the material with you to New York.

Union of American Hebrew Congregations

Patron of HEBREW UNION COLLEGE — JEWISH INSTITUTE OF RELIGION

June 4, 1973

Herbert B. Rose, Esq.
535 Fifth Avenue
New York, N.Y. 10017

Dear Herbert:

We just concluded our meeting of the Policy Board and are proposing two changes in the decisions of this morning which should be included in the proposed contract letter for Rabbi Herbert Friedman. These have his full concurrence.

A/ The following two paragraphs should replace the present first two paragraphs of the proposed letter of employment:

This letter sets forth the basis on which, commencing July 1, 1973, you are to be engaged as Director of Planning and Development (Director) for and as Consultant to the Hebrew Union College-Jewish Institute of Religion (College) and the Union of American Hebrew Congregations (Union) in connection with their plans for the establishment of a World Center in Jerusalem and the development of Progressive Judaism in Israel.

1/ As Director you shall develop such plans and programs and raise the necessary funds required for them.

B/ Our disagreement concerning the priority problem of this morning was resolved by the agreement to include in the contract a paragraphs stating:

"All pledges shall be subject to our approval. We reserve the right to reject, cancel and/or delay the acceptance of any and all pledges proposed by you."

This, together with what we discussed earlier, should do it. I await receipt of the final draft.

It was a pleasure meeting you. With kindest regards, I am

Sincerely,

Matthew H. Ross, Esq.

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President:
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Albert Vorspan



June 4, 1973

Herbert B. Rose, Esq.
535 Fifth Avenue
New York, N.Y. 10017

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This, together with what we discussed earlier, should do it. I await receipt of the final draft.

It was a pleasure meeting you. With kindest regards, I am

Sincerely,

Matthew H. Ross, Esq.

June 1, 1973

Rabbi Alfred Gottschalk
President, HUC-JIR
3101 Clifton Avenue
Cincinnati, Ohio 45220

Dear Fred:

In regard to Herb Friedman's requests:

- 1/ O.K. on the car. By all means let it be owned by the School and registered in its name and given to Herb for his use. Once he is through, we can decide what to do with the car. Hopefully, by then we will be able to replace it with a Cadillac for each of the institutions, if not with helicopters - one clearly labeled HUC-JIR and the other clearly labeled UAHC - sort of a his and her arrangement.
- 2/ Of course he can furnish his office space - reasonably. Tell Ezra to be tough in asserting what is reasonable and what is not!
- 3/ O.K. on the printing of a brochure, that is absolutely necessary although I trust that we will have a look at the copy before it goes out.
- 4/ Telephone bills - understood. We have agreed on this.
- 5/ An expense account of 2000 Israeli pounds is also O.K.

In connection with 4/ and 5/ you ought to know that when Herb was here and as per our agreement at our earlier meeting in Israel, we issued to him the following:

- a/ An American Express Card
- b/ An International Air Travel Card
- c/ A revolving fund of travelers checks totalling \$1,500.

Obviously, I asked Josh Dwork to set up a separate account for all these transactions and the other expenses Herb incurred here which are being remitted to us directly rather than being paid out of the Revolving Fund - hotels, meals, etc. are charged either to Herb or by credit card.

We must devise some way of having Ezra and Josh co-ordinate their comptroller functions, perhaps by exchanging monthly reports so that we know what is charged and to whom it is charged. Perhaps we can discuss this on Monday.

Warm regards.

Sincerely,

cc: Joshua M. Dwork

Alexander M. Schindler

Hebrew Union College-Jewish Institute of Religion

UNDER THE PATRONAGE OF THE UNION OF AMERICAN HEBREW CONGREGATIONS

CINCINNATI
NEW YORK
LOS ANGELES
JERUSALEM

CLIFTON AVENUE - CINCINNATI, OHIO 45220

Office of the President

May 29, 1973

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

Herb Friedman would like the authorization to the following requests:

1. Peugeot 404 Automatic - to be owned by the School, registered in its name, and given to him for his use.
2. Furnishing of office space - specifically Apartment #2 in Feinstein Building, including purchase of furniture needed at reasonable cost. Expenditures should be O.K.'d by Ezra Spicehandler before they take place.
3. Payment for printing brochure - which is currently being worked on by a group in Israel.
4. Paying telephone bills - home and office-related to Herb's contractual agreement.
5. Issuing him a revolving fund of 2000 Israeli pounds, for which he shall sign, and use and present bills for replenishment.

I wanted to share these requests with you so that they may receive your O.K. Please let me know soon so that I might write to Ezra and to Herb confirming agreement of requests.

Best regards.

Sincerely,



Alfred Gottschalk

cc: Dr. Fritz Bamberger

MEMORANDUM

Date May 23, 1973From Rabbi Alexander M. SchindlerTo Rabbi Herbert A. FriedmanCopy for information of Harry K. Gutmann; Judge Theodore Tannenwald, Jr.;
Rabbi Alfred Gottschalk; Dr. Fritz Benberger

Subject _____

Enclosed are various letters from the IRS and our auditors which demonstrate:

- a/ that we are cleared as an organized charity by the IRS;
- b/ that we fall under the category which allows the contributor a deduction of 50%, not just 30% of his income;
- c/ that we are entitled to collect the funds over here and spend them in Israel - so long as this spending remains under the control of our Board.

Warm regards.

Encl.



Internal Revenue Service

Washington, DC 20224

Date: AUG 12 1968

In reply refer to:

T:MS:EX:R2

▷ Joshua Dwork, Director of Finance
Union of American Hebrew
Congregations
838 Fifth Avenue
New York, New York 10021

Dear Mr. Dwork:

This is in reply to your letter of June 16, 1968, requesting that your organization be granted exemptions from the retailers excise taxes, the manufacturers excise taxes, and the taxes on communications services and transportation of persons by air, provided in the case of nonprofit educational organizations under sections 4057(a), 4221(a)(5), and 4294(a) of the Internal Revenue Code.

You state the Union of American Hebrew Congregations does not maintain a regular faculty or curriculum and does not have a regularly enrolled body of pupils or students. However, its purposes are to carry out the activities of its member institutions, each of which is either a religious or educational organization. The Union's operations include the planning and coordination of educational programs and educational camps and the publication of texts and other materials. The Union supervises and supports all of the schools, colleges, and seminaries of the denomination.

The records of this office indicate that on September 26, 1945, the Union of American Hebrew Congregations was held exempt from Federal income tax as an organization described in section 501(c)(3) of the Code.

As stated in Revenue Ruling 64-286, C.B. 1964-2, page 401, to which you refer, under the provisions of sections 4057(b), 4221(d)(5), and 4294(b) of the Code, the term "nonprofit educational organization" means an educational organization which is exempt from income tax under section 501(a) and which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on. The term also includes a school operated as an activity of an organization described in section 501(c)(3) which

is exempt from income tax under 501(a), if such school normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.

While as indicated in the record, the Union does not meet the statutory requirement as an educational organization for excise tax purposes, its functions concern the supervising and supporting of all the schools, colleges, and seminaries of the denomination.

Accordingly, the Union is entitled to exemptions from the retailers or manufacturers excise taxes provided under sections 4057(a) and 4221(a)(5), as well as the exemption from communication and transportation services or facilities provided under section 4294(a), in connection with amounts paid for taxable articles or taxable services or facilities for use by its activities.

It should be noted, however, that the above exemptions do not apply to the sale of taxable articles, or to the furnishing of taxable services or facilities to the Union for use in any of its activities which do not meet the statutory requirements of faculty, curriculum, and enrolled student body.

The necessary application form for certificates of registry, and information with respect to exemption certificates, may be obtained from the office of the District Director of Internal Revenue, 120 Church Street, New York, New York 10007.

Very truly yours,

Norman Suberstein
Acting Chief, Excise Tax Branch

Memorandum

HEBREW UNION COLLEGE – JEWISH INSTITUTE OF RELIGION

40 West 68th Street

New York, N.Y. 10023

Trafalgar 3-0200

May 25, 1973

To: Rabbi Alexander Schindler
From: Fritz Bamberger

This is to confirm the information given you and Mrs. Minkin over the phone. Additional pledges for the Jerusalem undertaking received previously by the College also include Richard Scheuer, \$16,730 and Mrs. Jacob Lichter, \$100,000. The second pledge is for purposes of our Israel programs.

lin

CC: Dr. Alfred Gottschalk
Rabbi Richard Hirsch
Mrs. Helen Minkin
Mr. Herbert Rose
Mr. Matthew Ross

May 24, 1973

Mrs. Helen Minkin
245 Park Avenue
New York, N.Y. 10017

Dear Helen:

Thank you for your letter of the 22nd and the revised page 14 of the Friedman contract. This was evidently mailed before Dr. Bamberger called to give you additional exclusions for pledges already obtained by the College-Institute. I trust they will be added without undue inconvenience.

I want to take this opportunity to express my sincere thanks to you for your efforts in this regard, and in so many other areas of our work. We are deeply grateful to you.

With kindest regards, I am

Sincerely,

Alexander M. Schindler
President-Elect

BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON
245 PARK AVENUE, NEW YORK, NEW YORK 10017

LEON SINGER
MATTHEW H. ROSS
CALLMAN GOTTESMAN
SAMUEL GORDON
FREDERICK NEWMAN
ALFRED K. KESTENBAUM
HELEN MINKIN
EVELYN FRANK
ARNOLD C. ABRAHAWITZ
PAUL M. FRANK
ALLEN N. ROSS

(212) MURRAY HILL 2-7700

CABLE: ELBLU, N.Y.

SAMUEL BLUMBERG (1907-1966)

DAVID KUGEL (1921-1969)

May 22, 1973

Rabbi Alexander M. Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Re: Rabbi Herbert A. Friedman

Dear Rabbi Schindler:

As you requested, we have revised the proposed agreement with Rabbi Friedman to exclude certain pledges from its purview. We are sending you herein copies of a revised page 14 and a list of the excluded pledges. We have also sent copies to Dr. Bamberger and Mr. Rose.

Sincerely yours,

Helen Minkin

HM:fg
encl.

*Thank her for
hers + all her
other offers
Dear Helen*

17. The pledges heretofore made for the World Center listed in Exhibit B hereto, whether or not the same shall have been paid prior to July 1, 1973, shall be excluded from any computation which may be made under paragraph 6 of this agreement for the purpose of determining your entitlement to any Extended Term or Terms.

18. This agreement constitutes the entire agreement between us and cannot be modified except by an agreement in writing signed by all parties.

19. This agreement shall be governed by and interpreted under the laws of the State of New York.

Please signify your approval and agreement to the provisions hereof by signing and returning a copy of this letter.

Very truly yours,

HEBREW UNION COLLEGE: JEWISH
INSTITUTE OF RELIGION

By _____
President

UNION OF AMERICAN HEBREW
CONGREGATIONS

By _____
President

ACCEPTED AND AGREED TO
this day of , 1973.

Herbert A. Friedman

PLEDGES TO BE EXCLUDED FROM
PARAGRAPH 6 COMPUTATION

Kivie Kaplan	\$100,000
Rosalie Feinstein	100,000
Ray Wolfe	100,000
Ben Swig	50,000
Harry Vise	200,000

to be added by HUC-JIR

Richard Scheuer	\$16,700
Mrs. Jacob <i>Lichter</i>	100,000 (programing)

MEMORANDUM

Date May 20, 1973From Rabbi Alexander M. SchindlerTo Rabbi Richard G. Hirsch; Dr. Fritz BambergerCopy for information of Matthew H. Ross; Herbert RoseSubject FRIEDMAN CONTRACT

Please let me have a list of all pledges that have been made so that a paragraph can be included which will modify the contract to exclude pledges made prior to Herb Friedman's employment.

Answer

KIVIE KAPLAN	-	\$100,000
ROSALIE FEINSTEIN		100,000
RAYMOND WOLFE		100,000
BENJAMIN SWIG		50,000
HARRY VISE		200,000.

tentative pledges:

CADILLAC FIRM in TORONTO

(DIAMOND STAR) MNE can feel

MURRAY KOFFLER

LOEB & TROPER
CERTIFIED PUBLIC ACCOUNTANTS
270 MADISON AVENUE, NEW YORK, N.Y. 10016

May 18, 1973

Mr. Josh Dwork
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Josh:

A memo encompassing generally the rules applicable to the expenditures of funds collected in the United States on overseas projects, which are considered part of the purposes for which the organization (U.S.) does expend funds overseas.

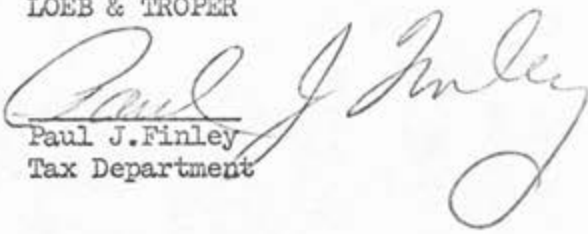
It seems to us that inside the framework of the attached rules generally, you should be able to fund projects overseas with no difficulty whatsoever, so long as you maintain control on the expenditures up to the final point at which they are used for your purpose.

Control means that your employee or your agent generally, finally spends the funds for which authorization has been given at the U.S. location.

Our own experience has been that Internal Revenue Service stresses most emphatically this element of control of the expenditure funds. As a matter of fact, in the past, we have through the medium of our offices in Tel Aviv been selected as the Agent for U.S. Agencies who fund projects in Israel. It has been this facet of administration and our appointment that Internal Revenue Service, in at least one instance, approved the funding of the projects in Israel by an organization here in the U.S. - So, it would seem to us that there are provisions in the American Internal Revenue Service Code Sections to allow funding of projects and the various means for overseas spending, and by following the attached rules which conform to the Internal Revenue Service Regulations, you will certainly be able to fund your projects in Israel.

Yours very truly,

LOEB & TROPER


Paul J. Finley
Tax Department

PJF:af
enc.

April 19, 1973

Dear Mr. Weingard:

The conduit theory is substantiated and implemented by specific acts on the part of the controlling entities, namely, the Board of Directors and the acting officers of the American Agency, which is collecting and disbursing the funds.

The actions of these above entities are directed to maintaining control of the operational funds as they are disbursed to the final point of disbursing for the purpose for which they were collected, and also maintaining control over capital funds until they are disbursed for the purpose for which they were collected.

The conduit concept is based on control of the funds right through the entire process from collection to disbursement in a foreign area and the following steps should be very closely adhered to:

A detailed budget should be drafted and approved in the following manner:

The Budget should be prepared in detail and the amount should be estimated reasonably intelligently and should not be merely projections of expenditures based on prior years expenditures or on tenuous estimates.

For each major group of expenses, a reasonable contingency fund should also be approved and provided for.

Budget meetings should be held. Minutes and Resolutions of the Meetings should be physically in evidence and available for easy inspection.

Upon the completion of the budget, and the implementation of the budget expenditures, if any amount specified in the budget is exhausted, then you can go to that contingency fund and upon that being exhausted, a new budget approval should be passed at a formal meeting.

This applies to ordinary and everyday operational expenditures.

It would seem to me that the strongest possible operational control would be that under a system whereby large special projects have their own special budget and monies coming in for the special project should be really strictly expended only through the medium of that special budget.

From general funds collected, the programs of the organization, ^{and} any substantial expenditures should have reports completed for each project, naming and describing the nature of the project, the amount of money necessary to complete the project, any plans or specifications necessary should be attached to these things.

The final paragraphs or portions of the projections should contain a program for raising the funds. Now, all projects and related fund-raising programs got to have approval of the Board of

Directors. This approval has got to appear in the Minute Book.

of the Meetings at which this approval was given.

A general resolution authorizing raising of funds for the operation needs of the Museum, which resolution could authorize and direct the officers to transmit all funds so received, less a fair charge against the funds where the general expenses of the ^{American Friends} Museum here could cover the operations for the whole year, but one of the problems in a conduit operation is when you get funds that are restricted or which come in accompanied by conditions that are different from those approved by the Board of Directors and not provided for in any special fund project, they just simply cannot be used. If the donor's purposes cannot be ultimately reconciled with the Board of Directors approval, then you just can't spend that money - you got to give it back. It's as simple as that.

If I'm stressing the roll of the control by Board of Directors unduly so, it's because this is the foundation of the whole conduit theory and you've got to reiterate all the items above that I've listed insofar as the foundation, the bed-rock on which the control of the funds being disbursed rest - namely, in the hands of the approval of the Board of Directors.

Any funds - contributed as an endowment fund to the Museum (The American Friends of the Museum) and which are intended to be maintained in perpetuity with only the income being used must be held in New York by The American Friends and under their control.

by approval of the Board of Directors and for the purposes for which the endowment came in.

Now, with all that above, after we get approval for everything, after we've established that the Board of Directors controls, then to get to the technique of accomplishing all this, we have to now continue on with that.

Monies raised for capital projects will have to have the capital project described, approved by the Board, the amount approved and the total available for transmission. Operational funds will be approved for transmission under prior one-shot regulations encompassing a whole year's work.

Each transmittal of funds or property to the University shall be accompanied by a letter with instructions as to the use of the funds or property. Such letter shall separately list each transmittal and its purpose or use by date. A requirement should be that funds transmitted by American Friends for Hebrew Museum for major projects should be deposited in special accounts over in Israel segregating until they are actually used for the purpose for which they should be used.

~~Following are some suggestions for the future~~

The information on other property should be communicated in a manner that will indicate that the American Friends of the Hebrew Museum is the owner of the property. Now, in this area here, you have to think about our problems with insurance coverage as to whose property is that is being

these facets here, I think, you should go into total detail and depth with your contacts over there, so that they clearly understand that where you are given property, it is even a larger problem than where you're given cash, and the control of the property has to remain in the hands of the American Friends.

We should in the end, and maybe this could be done over here, but nevertheless it should be explained to them that somebody's got to do it, that status reports, every year - every six months - on which an inventory owned by the Museum (American Friends of the Museum) of all property/should be listed, where it's located at, and the fact that it is covered by insurance, and that it is our property, and this should be a routine matter, which some clerk should prepare perhaps, but nevertheless the physical existence of such status reports are one of the final facets of an indication that the American Friends is maintaining control over its property - that was contributed to it for use over there.

The ramifications of getting our own office involved in handling the funds or auditing the funds as cash is sent over or possibly even examining the property as after it has arrived and been set up so that they could furnish an independent report to us, might, in the long run, also be a great determining factor in thwarting any thrust of IRS against the fact that we're not a true conduit but we have lost control of the darn thing.

It seems to me that you should remember all these points and the most

and transmitting the funds or the property to the Museum over in Israel.

More than that, Dave, right at the moment, I just can't think too much up.

By the way, the necessity for all the paper work may seem to be ~~omitted~~ but, nevertheless, it is just these physical actions - the physical evidence of lists of property - of names and dates and uses of the money and everything like that, which is directed towards American Friends of the Museum is the issue on which we might live or die in any consultation with I.R.S. And also the question of assigning obligations which are given to us on which there is an income due us and then transmitting that obligation so that the income is received directly over in Israel, absolutely is not a possibility under any circumstances and some way some how that note - that mortgage has to be resolved - it cannot be glossed over and let sit in the fashion where it sits now. Something must be done to retrieve that transmission of that mortgage and its income - if it hasn't been done already. And if it hasn't been done already, then we physically must do it - because that point worries me more than ever in this specific instance.

Paul J. Finley

BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON
245 PARK AVENUE, NEW YORK, NEW YORK 10017

(212) MURRAY HILL 2-7700

CABLE: ELBLU, N. Y.

LEON SINGER
MATTHEW H. ROSS
CALLMAN GOTTESMAN
SAMUEL GORDON
FREDERICK NEWMAN
ALFRED K. KESTENBAUM
HELEN MINKIN
EVELYN FRANK
ARNOLD C. ABRAMOWITZ
PAUL M. FRANK
ALLEN N. ROSS

Inclusion 7
pin 8/15
Swartz
SAMUEL BLUMBERG (1907-1966)

DAVID KOGEL (1921-1969)

May 14, 1973

Rabbi Alexander M. Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Rabbi Schindler:

We are sending you herein two copies of the agreement with Rabbi Friedman which I have revised in accordance with our telephone conversation today.

We are sending copies of the enclosed to Dr. Fritz Bamberger and Mr. Herbert B. Rose.

Sincerely yours,

Samuel Blumberg

HM:fg
encls.

MEMORANDUM

Date May 7, 1973

From Rabbi Alexander M. Schindler

To Jack A. Rubinstein

Copy for information of Joshua M. Dwork

Subject _____

I know Edie Miller explained the background on the enclosed to you. Please see that we have someone at the Plaza Hotel in accordance with Rabbi Friedman's request.

We can, I am certain, get someone from staff who will be able to give Rabbi Friedman time for the calls he requires and need not go to the expense of calling an outside agency. However, the Jerusalem Center should be charged for the time of the staff member who is involved.

Many thanks.

[Handwritten signature]

Karen Turner
will go over to
the Hotel Thurs + Fri
Thurs 1-30

HERBERT A. FRIEDMAN
15 IBN GABIROL STREET
JERUSALEM, ISRAEL 92430
TEL. 02-66921

April 27, 1973

Rabbi Alexander Schindler
838 Fifth Avenue
New York, N.Y. 10021
U. S. A.

Dear Alex:

The first couple of days in New York I will have an enormous number of telephone calls to make and I wonder if you could give me a secretary to come over to my hotel room on Thursday and Friday, May 10 and 11, to assist me in this. She will be making calls to confirm appointments which I am trying to set now by mail, from Jerusalem. I think two good days would do the trick.

I don't know the exact hour of the meeting with the Committee on Control on Thursday morning, May 10, but if she could get over to my room by 8:30 a.m., I could give her all the necessary instructions. I can't conceive that they would call the meeting at 515 Park Avenue before 9:30 or 10:00 a.m.

With thanks in advance, I am,

As ever,

Herb

Herbert A. Friedman

*From 3/27/73
File 1/1/73*

March 13, 1973

Rabbi Alexander M. Schindler

Joshua M. Dwork

Rabbi Maurice N. Eisendrath; Rabbi Alfred Gottschalk;
Harry K. Gutmann; Theodore Tannenwald, Jr.

Please establish a separate account for our joint venture in Jerusalem. Rabbi Gottschalk and I agreed that in Jerusalem the charges will be channeled through the College-Institute office and here in the States through the UANC office. Ultimately, I suppose, a joint bank account will be established and some procedure of joint control set up, but until then a separate bookkeeping procedure will suffice.

In this connection, I would appreciate it if you would obtain for Herb Friedman, on the Union's account, the following:

- 2H7 5/10/73
- a/ International Travel Card
 - b/ American Express Card
 - c/ Telephone Credit Card Number
- 70H7 5/10/73
- some to be signed out to him*
- mt rec'd acct 5/10*

We will also issue \$1,500. in Traveler's Checks to him, as a kind of revolving account which will be replenished against chits.

The credit cards can be sent to him as soon as we have them. Insofar as the traveler's checks, since his signature will be required that will have to wait until he comes to the States! He's due here in May.

Many thanks.

Hebrew Union College-Jewish Institute of Religion

UNDER THE PATRONAGE OF THE UNION OF AMERICAN HEBREW CONGREGATIONS

CINCINNATI
NEW YORK
LOS ANGELES
JERUSALEM, ISRAEL

40 WEST 68 STREET • NEW YORK, N. Y. 10023

TRafalgar 3-0200

Office of the Assistant to the President

April 30, 1973

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, N.Y. 10021

Dear Alex:

I received this morning the enclosed letter from Ted Tannenwald. I feel you should have his comments on the Friedman contract before we meet tomorrow.

With warm regards,

Cordially,



Fritz Bamberger

היברו יוניון קולג' ירושלים
HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION
JERUSALEM

May 9, 1973

Rabbi Alexander M. Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, N.Y. 10021

Dear Alex:

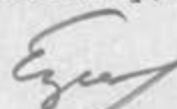
After exploring the various possibilities regarding the rental or purchase of a car for Herbert Friedman, I have come to the conclusion that it would be more economical in the end, and therefore advisable, to purchase a car. I am recommending to you and to Fred Gottschalk that we buy a Peugeot 504, at the cost of IL 38,000. From the point of view of maintenance and efficiency this is, by Israel's standards, the best buy.

Since Herbert plans to begin working for us upon his return from the States, would you please indicate your approval so that I may go ahead and place the order for the car.

Fred Gottschalk will be in touch with you regarding your share of the cost.

With best personal regards.

Sincerely,



Ezra Spicehandler

cc: Dr. Alfred Gottschalk
Dr. Paul M. Steinberg

HEBREW UNION COLLEGE: JEWISH INSTITUTE OF RELIGION

and

UNION OF AMERICAN HEBREW CONGREGATIONS

, 1973

Rabbi Herbert A. Friedman
15 Ibn Gabirol Street
Jerusalem, Israel 92430

Dear Rabbi Friedman:

This letter sets forth the basis on which, commencing July 1, 1973, you are to be engaged to raise funds and to act as a consultant for the projected World Center for Progressive Judaism (the "World Center"), to be established in Israel by Hebrew Union College: Jewish Institute of Religion (the "College") and the Union of American Hebrew Congregations (the "Union"), as follows:

1. You shall devote your full time to raising the necessary funds for the erection, maintenance and programs of the World Center and for the development and support of other institutions and programs of Reform Judaism in Israel. Your fund raising activities are to

be conducted in such manner as not to conflict with our fund raising activities, and, to that end, you shall, from time to time in advance of any solicitation of funds, submit to us for approval a list of persons from whom you intend to solicit contributions. You will not seek funds from any of the persons whose names we delete from any such list submitted by you.

2. (a) Your full-time engagement shall be for annual terms commencing July 1, 1973, up to a maximum of four (4) such terms, subject to termination as hereinafter provided.

(b) Notwithstanding the foregoing, we may elect to terminate your full-time engagement as of any June 30 by giving you written notice of such election at least thirty (30) days prior thereto. In such event, you shall be engaged as a part-time consultant, and shall have the severance pay and other benefits provided in paragraph 8(a) hereof.

3. (a) Your engagement as a part-time

consultant shall commence upon (i) the expiration of the fourth annual term provided in paragraph 2(a) hereof, or (ii) our earlier termination of your full-time engagement as provided in paragraph 2(b) hereof. Such part-time engagement shall be for a term of two years; provided, however, that if your full-time engagement terminates at the end of one year, your engagement as a part-time consultant shall also be limited to one year.

(b) Notwithstanding the foregoing, your engagement as a part-time consultant shall be subject to extension as provided in paragraph 6 hereof.

(c) During your engagement as a part-time consultant you shall render advice to the College and Union in connection with their activities in Israel. You may render such services in such manner and at such times as you, in your reasonable discretion, determine to be appropriate.

4. On thirty (30) days prior written notice

you may elect at any time to terminate either your full-time or your part-time engagement. Upon such termination, you shall be entitled to receive the amounts set forth in paragraph 8(d) of this agreement.

5. (a) Subject to the provisions of this agreement with respect to earlier termination, you shall receive the following compensation for the services you shall render, payable in equal monthly installments on the first day of each month:

<u>Full-Time Terms</u>	<u>Part-Time Terms</u>	<u>Year</u>	<u>Compensation</u>
First		7/1/73 - 6/30/74	\$25,000
Second		7/1/74 - 6/30/75	25,000
Third		7/1/75 - 6/30/76	50,000
Fourth		7/1/76 - 6/30/77	50,000
	First	7/1/77 - 6/30/78	25,000
	Second	7/1/78 - 6/30/79	25,000

(b) Payment of the monthly compensation you are to receive for the full-time term commencing July 1, 1973, and ending June 30, 1974 shall be deferred to and shall commence on July 1, 1977; provided, however, that if your full-time engagement is terminated before June 30, 1977 pursuant to the provisions of paragraph 2(b) hereof, such deferred monthly payments shall commence on July 1 next following the date of such termination.

(c) Payment of the monthly compensation you are to receive for the full-time term commencing July 1, 1974, and ending June 30, 1975, shall be deferred to and shall commence on July 1, 1978; provided, however, that if your full-time engagement is terminated before June 30, 1977 pursuant to the provisions of paragraph 2(b) hereof, such deferred monthly payments shall commence on the second July 1 following the date of such termination.

6. Upon the expiration of your first or second part-time term, as the case may be, you shall be entitled to continue your engagement as a part-time consultant for one or more annual extended terms (herein "Extended Terms")

on the basis of (i) the amounts specified below paid to us for the World Center during the period from July 1, 1973 to the end of your full-time engagement (herein the "Relevant Period"), or (ii) the amounts specified below pledged to us for the World Center during the Relevant Period and paid to us prior to the end of the first or second part-time term, provided for in paragraph 3(a) [subdivisions (i) and (ii) of this paragraph are referred to below as the "Contributions"].

(a) If the Contributions do not exceed \$5,000,000, you shall not be entitled to any Extended Terms.

(b) If the Contributions shall exceed \$5,000,000, you shall be entitled to one Extended Term at compensation at the rate of \$50,000 per annum for each \$3,333,333.33 (herein "Unit") of the Contributions.

(c) After the Contributions shall have exceeded \$10,000,000, you shall be entitled to one Extended Term at compensation at the rate of \$50,000 per annum for each Unit paid, or pledged and paid, to us during the periods set forth in subdivisions 6(i) and (ii) above, whether for the World

Center or for other approved institutions or programs of Reform Judaism in Israel.

(d) The maximum number of Extended Terms under (b) and (c) of this paragraph shall be six.

(e) The first Extended Term shall commence on the earlier of July 1, 1979, or July 1 next following the date your engagement as a part-time consultant terminates.

(f) If the final Unit shall be less than \$3,333,333.33, the final Extended Term and compensation therefor shall be prorated.

(g) We shall periodically review with you the status of all pledges in order to adjust our records to reflect pledges which we, in our sole discretion, determine to cancel or deem to have been recorded in error, and in such event the amount deemed to have been pledged during the Relevant Period shall, for the purposes of this agreement, be reduced accordingly. We shall have no obligation to take any steps to collect any pledge.

7. You shall have the option, to the extent legally permissible, to avail yourself of the provisions of Section

403(b) of the Internal Revenue Code dealing with tax sheltered annuities in connection with any sums payable to you under this agreement, provided you give us timely notice of the exercise of such option, and there is no increase in amount, or acceleration of the due date of any compensation payable by us hereunder.

8. (a) In the event of the termination at our election of your full-time engagement prior to the completion of four full annual terms, you shall:

(i) Serve as a part-time consultant for such annual term or terms as provided in paragraph 3(a) and for such Extended Term or Terms as provided in paragraph 6 hereof at the compensation provided for in paragraphs 5(a) and 6 hereof.

(ii) Receive the balance of deferred compensation due to you pursuant to paragraphs 5(b) and 5(c) hereof; and

(iii) Receive the sum of \$25,000 as severance pay, the same to be payable in such annual installments, not in excess of five, as shall be agreed upon between us.

(b) If you are prevented for three or more consecutive months from performing the services contemplated hereunder by reason of physical or mental illness or injury or by any other event or circumstances not within your or our control, we may on written notice to you terminate your engagement hereunder.

(c) In the event of termination of your full-time engagement by reason of your death, or in accordance with the provisions of paragraph 8(b) hereof, you, or your estate, as the case may be, shall:

(i) Receive the deferred compensation due to you pursuant to paragraph 5(b) and 5(c) hereof, in monthly installments commencing on the first of the month next following such termination; and

(ii) Receive the balance of compensation which would have been paid to you as a part-time consultant pursuant to paragraphs 5(a) and 6 hereof had you served your full annual term or terms as part-time consultant pursuant to paragraphs 3(a)

and 6 hereof, such compensation to be paid to you, or to your estate, in such installments as we and you (or the executor or administrator of your estate in the case of your death) mutually agree, such installments to commence not later than the first of the month following the last payment under subdivision (i) of this subparagraph, and to continue for a period not in excess of ten years; provided, however, that the due dates of the installments shall not be earlier than they would have been had your full-time engagement not so terminated.

(d) In the event that you shall elect, prior to the completion of four full annual terms, to terminate your full-time engagement you shall

(i) Receive the balance of deferred compensation due to you pursuant to paragraphs 5 (b) and 5 (c) hereof in monthly installments commencing on the first of the month next following such termination; and

(ii) Receive the balance of compensation which would have been paid to you as a part-time

consultant pursuant to paragraph 5(a) had you served your full annual terms pursuant to paragraph 3(a). Such compensation shall be paid to you in such installments as may be mutually agreed upon, such installments to commence not later than the first of the month following the last payment under subdivision (i) of this paragraph and to continue for a period not in excess of ten years, provided, however, that the due dates of the installments shall not be earlier than they would have been had you not elected to terminate your full-time engagement.

9. At any time during your full-time engagement, we may, in our discretion, apply for and obtain, as owners and with the College and Union, or anyone they may designate as beneficiaries, insurance on your life, in such amounts and form as we may choose. You shall have no interest in any policy or policies, but you shall, at our request, submit to such physical examinations, supply such information and execute such documents as may be required by the company or companies to whom we shall have applied for such insurance.

10. During your full-time engagement hereunder, we shall make an automobile available to you for use in performing your duties hereunder.

11. Annexed hereto as Exhibit A is an estimate (herein "Estimate") which you have prepared of the annual expenses which you expect to incur in the performance of your duties hereunder. Within thirty (30) days after presentation of vouchers, we will reimburse you for disbursements made on our behalf with respect to the items shown in the Estimate in an amount or amounts which in the aggregate do not exceed the maximum amount shown in the Estimate for such item. Any disbursement which, when added to amounts theretofore expended for such item, exceeds the maximum amount shown in the Estimate for such item shall not be reimbursed unless we shall have approved such disbursement.

12. It is contemplated that, during your full-time engagement, you shall make two annual trips to the United States of approximately twenty days duration each. If additional trips are required, and if, in your discretion, it is necessary to bring your wife in order to accomplish

such additional trip or trips, her travel expenses shall be paid.

13. No extensive campaign organization is contemplated in connection with the performance of your duties hereunder. We shall provide an office for you at the College in Jerusalem and an office at the Union in New York. As shown in the Estimate you shall have an administrative assistant and secretary in New York and a secretary in Jerusalem.

14. Your engagement shall be as an independent contractor, and not as an employee. Your services hereunder shall be subject to our direction and control. Statements of policy in our behalf are to be cleared with us prior to release by you.

15. Our liability hereunder for the compensation and other benefits to be paid to you shall be joint and several. Any action taken hereunder shall be binding and enforceable only if taken by us jointly.

16. We hereby represent that each of us is duly authorized under the by-laws and resolutions of our respective organizations to enter into this agreement.

17. This agreement constitutes the entire agreement between us and cannot be modified except by an agreement in writing signed by all parties.

18. This agreement shall be governed by and interpreted under the laws of the State of New York.

Please signify your approval and agreement to the provisions hereof by signing and returning a copy of this letter.

Very truly yours,

HEBREW UNION COLLEGE: JEWISH
INSTITUTE OF RELIGION

By _____
President

UNION OF AMERICAN HEBREW
CONGREGATIONS

By _____
President

ACCEPTED AND AGREED to
this day of , 1973

Herbert A. Friedman

BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON
245 PARK AVENUE, NEW YORK, NEW YORK 10017

LEON SINGER
MATTHEW H. ROSS
CALLMAN GOTTESMAN
SAMUEL GORDON
FREDERICK NEWMAN
ALFRED K. KESTENBAUM
HELEN MINKIN
EVELYN FRANK
ARNOLD C. ABRAWOWITZ
PAUL M. FRANK
ALLEN N. ROSS

(212) MURRAY HILL 2-7700

CABLE: ELBLU, N. Y.

SAMUEL BLUMBERG (1907-1966)
DAVID KUGEL (1921-1969)

May 9, 1973

Rabbi Alexander M. Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

Enclosed are two copies of the proposed revised letter to Rabbi Friedman.

Since there were two previous drafts, the Rose and Bergreen drafts, we thought it would be simpler for everyone if we followed the form already adopted rather than to present an entirely new instrument. However, we have made the changes discussed at our meeting.

I would like to direct your attention to the following:

1. In both of the previous drafts of the letter part of Friedman's job was to submit cost estimates of construction for the World Center. This has been omitted from the enclosed draft since we do not see how Friedman would be in a position to provide this information nor do we believe we would want him to undertake this responsibility.

2. In paragraph 11 we have provided that the disbursements in excess of the amount specified in the budget will require approval. I am not sure that this is the best way to handle the situation. If we do go this route, it might be useful to ask Friedman to submit a more detailed budget.

3. Paragraph 1 provides that Friedman's work product is to be the property of the Union and College.

Rabbi Alexander M. Schindler

-2-

May 9, 1973

We have not provided that the lists of prospects submitted by Friedman are to be considered part of his work product. I assume this is correct.

I sent two copies of the enclosed letter to Fritz.

Best regards.

Sincerely,



MHR:JMC
Enclosures

cc - mne
HKG
RGH

HEBREW UNION COLLEGE: JEWISH INSTITUTE OF RELIGION

and

UNION OF AMERICAN HEBREW CONGREGATIONS

, 1973

Rabbi Herbert A. Friedman
15 Ibn Gabirol Street
Jerusalem, Israel 92430

Dear Rabbi Friedman:

This letter sets forth the basis on which, commencing July 1, 1973, you are to be engaged to raise funds and to act as a consultant for the projected World Center for Progressive Judaism (the "World Center") to be established in Israel by Hebrew Union College: Jewish Institute of Religion (the "College") and the Union of American Hebrew Congregations (the "Union"), as follows:

1. You shall devote your full time to raising the necessary funds for the erection, maintenance and programs of the World Center and for the development and support of other institutions and programs of Reform Judaism in Israel. ~~In that connection, you shall, on or before 1973, submit to us for approval a plan (herein the "Plan") containing programs for the World Center, cost estimates~~

for operation and maintenance of the World Center, proposals for the development of other institutions and programs of Reform Judaism in Israel and cost estimates therefor, and a projected time schedule for the fund raising and implementation of such Plan. You shall make such changes in the Plan as we may require. Your fund raising activities are to be conducted in such manner as not to conflict with our fund raising activities, and, to that end, you shall, from time to time in advance of any solicitation of funds, submit to us for approval a list of persons from whom you intend to solicit contributions. You will not seek funds from any of the persons whose names we delete from any such list submitted by you. ~~The Plan and all of your work product shall be our property, and upon the termination of your full time activities, all of the copies thereof in your possession shall be delivered to us.~~

2. (a) Your full-time engagement shall be for annual terms commencing July 1, 1973, up to a maximum of four (4) such terms, subject to termination as hereinafter provided.

(b) Notwithstanding the foregoing, we may elect to terminate your full-time engagement as of any

June 30 by giving you written notice of such election at least thirty (30) days prior thereto. In such event, you shall be engaged as a part-time consultant, and shall have the severance pay and other benefits provided in paragraph 8(a) hereof.

3. (a) Your engagement as a part-time consultant shall commence upon (i) the expiration of the fourth annual term provided in paragraph 2(a) hereof, or (ii) our earlier termination of your full-time engagement as provided in paragraph 2(b) hereof. Such part-time engagement shall be for a term of two years; provided, however, that if your full-time engagement terminates at the end of one year, your engagement as a part-time consultant shall also be limited to one year.

(b) Notwithstanding the foregoing, your engagement as a part-time consultant shall be subject to extension as provided in paragraph 6 hereof.

(c) During your engagement as a part-time consultant you shall render advice and guidance to the College and Union in connection with the conduct and development of their affairs and fund-raising activities. You may render ^{in Israel}

such services in such manner and at such times as you, in your reasonable discretion, determine to be appropriate.

4. On thirty (30) days prior written notice you may elect at any time to terminate either your full-time or your part-time engagement. Upon such termination, you shall be entitled to receive the amounts set forth in paragraph 8(d) of this agreement.

5. (a) Subject to the provisions of this agreement with respect to earlier termination, you shall receive the following compensation for the services you shall render, payable in equal monthly installments on the first day of each month:

<u>Full-Time Terms</u>	<u>Part-Time Terms</u>	<u>Year</u>	<u>Compensation</u>
First		7/1/73 - 6/30/74	\$25,000
Second		7/1/74 - 6/30/75	25,000
Third		7/1/75 - 6/30/76	50,000
Fourth		7/1/76 - 6/30/77	50,000
	First	7/1/77 - 6/30/78	25,000
	Second	7/1/78 - 6/30/79	25,000

(b) Payment of the monthly compensation you are to receive for the full-time term commencing July 1, 1973, and ending June 30, 1974 shall be deferred to and shall commence on July 1, 1977; provided, however, that if your full-time engagement is terminated before June 30, 1977 pursuant to the provisions of paragraph 2(b) hereof, such deferred monthly payments shall commence on July 1 next following the date of such termination.

(c) Payment of the monthly compensation you are to receive for the full-time term commencing July 1, 1974, and ending June 30, 1975, shall be deferred to and shall commence on July 1, 1978; provided, however, that if your full-time engagement is terminated before June 30, 1977 pursuant to the provisions of paragraph 2(b) hereof, such deferred monthly payments shall commence on the second July 1 following the date of such termination.

6. Upon the expiration of your first or second part-time term, as the case may be, you shall be entitled to continue your engagement as a part-time consultant for one or more annual extended terms (herein "Extended Terms")

on the basis of (i) the amounts specified below paid to us for the World Center during the period from July 1, 1973 to the end of your full-time engagement (herein the "Relevant Period"), or (ii) the amounts specified below pledged to us for the World Center during the Relevant Period and paid to us prior to the end of the first or second part-time term, provided for in paragraph 3(a) [subdivisions (i) and (ii) of this paragraph are referred to below as the "Contributions"].

(a) If the Contributions do not exceed \$5,000,000, you shall not be entitled to any Extended Terms.

(b) If the Contributions shall exceed \$5,000,000, you shall be entitled to one Extended Term at compensation at the rate of \$50,000 per annum for each \$3,333,333.33 (herein "Unit") of the Contributions.

(c) After the Contributions shall have exceeded \$10,000,000, you shall be entitled to one Extended Term at compensation at the rate of \$50,000 per annum for each Unit paid, or pledged and paid, to us during the periods set forth in subdivisions 6(i) and (ii) above, whether for the World

Center or for other approved institutions or programs of Reform Judaism in Israel.

(d) The maximum number of Extended Terms under (b) and (c) of this paragraph shall be six.

(e) The first Extended Term shall commence on the earlier of July 1, 1979, or July 1 next following the date your engagement as a part-time consultant terminates.

(f) If the final Unit shall be less than \$3,333,333.33, the final Extended Term and compensation therefor shall be prorated.

(g) We shall periodically review with you the status of all pledges in order to adjust our records to reflect pledges which we, in our sole discretion, determine to cancel or deem to have been recorded in error, and in such event the amount deemed to have been pledged during the Relevant Period shall, for the purposes of this agreement, be reduced accordingly. We shall have no obligation to take any steps to collect any pledge.

7. You shall have the option, to the extent legally permissible, to avail yourself of the provisions of Section

403 (b) of the Internal Revenue Code dealing with tax sheltered annuities in connection with any sums payable to you under this agreement, provided you give us timely notice of the exercise of such option, and there is no increase in amount, or acceleration of the due date of any compensation payable by us hereunder.

8. (a) In the event of the termination at our election of your full-time engagement prior to the completion of four full annual terms, you shall:

(i) Serve as a part-time consultant for such annual term or terms as provided in paragraph 3 (a) and for such Extended Term or Terms as provided in paragraph 6 hereof at the compensation provided for in paragraphs 5 (a) and 6 hereof.

(ii) Receive the balance of deferred compensation due to you pursuant to paragraphs 5 (b) and 5 (c) hereof; and

(iii) Receive the sum of \$25,000 as severance pay, the same to be payable in such annual installments, not in excess of five, as shall be agreed upon between us.

(b) If you are prevented for three or more consecutive months from performing the services contemplated hereunder by reason of physical or mental illness or injury or by any other event or circumstances not within your or our control, we may on written notice to you terminate your engagement hereunder.

(c) In the event of termination of your full-time engagement by reason of your death, or in accordance with the provisions of paragraph 8(b) hereof, you, or your estate, as the case may be, shall:

(i) Receive the deferred compensation due to you pursuant to paragraph 5(b) and 5(c) hereof, in monthly installments commencing on the first of the month next following such termination; and

(ii) Receive the balance of compensation which would have been paid to you as a part-time consultant pursuant to paragraphs 5(a) and 6 hereof had you served your full annual term or terms as part-time consultant pursuant to paragraphs 3(a)

and 6 hereof, such compensation to be paid to you, or to your estate, in such installments as we and you (or the executor or administrator of your estate in the case of your death) mutually agree, such installments to commence not later than the first of the month following the last payment under subdivision (i) of this subparagraph, and to continue for a period not in excess of ten years; provided, however, that the due dates of the installments shall not be earlier than they would have been had your full-time engagement not so terminated.

(d) In the event that you shall elect, prior to the completion of four full annual terms, to terminate your full-time engagement you shall

(i) Receive the balance of deferred compensation due to you pursuant to paragraphs 5 (b) and 5 (c) hereof in monthly installments commencing on the first of the month next following such termination; and

(ii) Receive the balance of compensation which would have been paid to you as a part-time

consultant pursuant to paragraph 5(a) had you served your full annual terms pursuant to paragraph 3(a). Such compensation shall be paid to you in such installments as may be mutually agreed upon, such installments to commence not later than the first of the month following the last payment under subdivision (i) of this paragraph and to continue for a period not in excess of ten years, provided, however, that the due dates of the installments shall not be earlier than they would have been had you not elected to terminate your full-time engagement.

9. At any time during your full-time engagement, we may, in our discretion, apply for and obtain, as owners and with the College and Union, or anyone they may designate as beneficiaries, insurance on your life, in such amounts and form as we may choose. You shall have no interest in any policy or policies, but you shall, at our request, submit to such physical examinations, supply such information and execute such documents as may be required by the company or companies to whom we shall have applied for such insurance.

10. During your full-time engagement hereunder, we shall make an automobile available to you for use in performing your duties hereunder.

11. Annexed hereto as Exhibit A is an estimate (herein "Estimate") which you have prepared of the annual expenses which you expect to incur in the performance of your duties hereunder. Within thirty (30) days after presentation of vouchers, we will reimburse you for disbursements made on our behalf with respect to the items shown in the Estimate in an amount or amounts which in the aggregate do not exceed the maximum amount shown in the Estimate for such item. Any disbursement which, when added to amounts theretofore expended for such item, exceeds the maximum amount shown in the Estimate for such item shall not be reimbursed unless we shall have approved such disbursement.

12. It is contemplated that, during your full-time engagement, you shall make two annual trips to the United States of approximately twenty days duration each. If additional trips are required, and if, in your discretion, it is necessary to bring your wife in order to accomplish

such additional trip or trips, her travel expenses shall be paid.

13. No extensive campaign organization is contemplated in connection with the performance of your duties hereunder. We shall provide an office for you at the College in Jerusalem and an office at the Union in New York. As shown in the Estimate you shall have an administrative assistant and secretary in New York and a secretary in Jerusalem.

14. Your engagement shall be as an independent contractor, and not as an employee. Your services hereunder shall be subject to our direction and control. Statements of policy in our behalf are to be cleared with us prior to release by you.

15. Our liability hereunder for the compensation and other benefits to be paid to you shall be joint and several. Any action taken hereunder shall be binding and enforceable only if taken by us jointly.

16. We hereby represent that each of us is duly authorized under the by-laws and resolutions of our respective organizations to enter into this agreement.

17. This agreement constitutes the entire agreement between us and cannot be modified except by an agreement in writing signed by all parties.

18. This agreement shall be governed by and interpreted under the laws of the State of New York.

Please signify your approval and agreement to the provisions hereof by signing and returning a copy of this letter.

Very truly yours,

HEBREW UNION COLLEGE: JEWISH
INSTITUTE OF RELIGION

By _____
President

UNION OF AMERICAN HEBREW
CONGREGATIONS

By _____
President

ACCEPTED AND AGREED to
this day of , 1973

Herbert A. Friedman

May 3, 1973

Rabbi Alfred Gottschalk
President, HUC-JIR
3101 Clifton Avenue
Cincinnati, Ohio 45220

Dear Fred:

Thanks for your letter of April 30th and the copy of your note to Ezra. You are right, Herb must be made to understand that we cannot undertake large expenditures for office expenses and decorating. We must say no to the wallpaper, not just because it's crazy but for our own sake and as a general principle I think it will be good for us to say no, at least every once in a while.

Warmest regards.

Sincerely,

Alexander M. Schindler
President-Elect

HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION
CLIFTON AVENUE, CINCINNATI, OHIO 45220

April 30, 1973

Dr. Ezra Spicehandler
Hebrew Union College-Jewish Institute of Religion
13 King David Street
Jerusalem, Israel

Dear Ezra:

I talked with Alex about the question you raised regarding the furnishings of Friedman's office. Expenditures are to be kept to a minimum, and you are to determine what is reasonable for his office. I think if you sit down with Herb and explain to him that we cannot have an ostentatious setting, he will understand. If he doesn't, you must make him understand. Good luck.

Sincerely,

Alfred Gottschalk

AG:ec

cc: Rabbi Alexander Schindler

April 25, 1973

Herbert B. Rose, Esq.
535 Fifth Avenue
New York, N.Y. 10017

Dear Herb:

Unfortunately our meeting with the Union's lawyer had to be postponed until next Tuesday. I had promised to send you the contract. It is not amended yet, unfortunately, but I am sending it anyhow with explanations of those items which are bothering us and which will be amended by our attorneys.

The first section of this contract discussing Herb's duties is not satisfactory and some such paragraph as the following will have to be substituted for it:

- 1/ You shall devote your full time to raise the necessary funds for the erection, maintenance and programs of the World Center and for the development and support of other institutions and programs in Israel, aimed at drawing the Reform Movement of the United States into closer relationship with Israel, and developing the Reform Movement within Israel. Specific plans toward these purposes will be developed by the HUC-JIR and UAHC in close cooperation with you. HUC-JIR and UAHC reserve the right to set priorities or stages with respect to your fundraising as well as the implementation of the various projects delineated in the plans.

Section 5 (d) pertaining to Insurance has to be amended to indicate that the beneficiary of the Insurance obviously will be the UAHC and HUC-JIR. It is, in effect, an effort to protect our initial investment to which Herb agreed orally.

Section 13 which indicates that \$10,000,000. for the Jerusalem project is an absolute priority for the fundraising will have to be amended in some fashion to tie the priority to the bonus payments which are made.

There may be one or two other minor points to be changed and I will take them up with you next week.

Herbert B. Rose, Esq.
April 25, 1973
Page -2-

Again, I apologize for the delay . Let no one say that the process of the legal profession is speedy. By comparison we rabbis are angels!

With warmest regards, I am

Sincerely,

Alexander M. Schindler
President-Elect

Encl.

April 19, 1973

To: Judge Theodore Tannenwald, Jr
From: Fritz Bamberger

Here is tentative text to take the place of #1 p.1 of the Friedman contract letter. Certainly, it needs transliteration into legal language.

1. You shall devote your full time to raise the necessary funds for the erection, maintenance and programs of the World Center and for the development and support of other institutions and programs in Israel, aimed at drawing the Reform Movement of the United States into closer relationship with Israel, and developing the Reform Movement within Israel. Specific plans toward these purposes will be developed by HUC-JIR and UAHC in close cooperation with you. HUC-JIR and UAHC reserve the right to set priorities or stages with respect to your fundraising as well as the implementation of the various projects delineated in the plans.

#6(a) p.5 should read: If the amount received by us as the result of your fundraising...

We were in accord with respect to all other changes.

I have talked with Martin Blackman. He will not be able to attend the meeting with Matthew Ross on May 1 in Schindler's office. It proved impossible to find another time to bring all of the men together. Therefore Schindler and I will meet with Ross, and Ross will contact Blackman after the meeting.

CC: Dr. Alfred Gottschalk
Rabbi Alexander Schindler ✓

LAW OFFICES OF
BERGREEN & BERGREEN
660 MADISON AVENUE
NEW YORK, N. Y. 10021

M Ross
MNE
RGH
HKG

MORRIS H. BERGREEN
BERNARD D. BERGREEN
ADELE G. BERGREEN
MARTIN BLACKMAN
ALAN G. WEILER
EMANUEL LUBIN
THOMAS J. DEE

CARL GOLDEN
ROBERT M. TANENBAUM
RICHARD M. FROME

DAVID BRADY
COUNSEL

CABLE ADDRESS
"LEXOFFICE"

TELEPHONE
TEMPLETON 2-8500

April 13, 1973

Hon. Theodore Tannenwald, Jr.
Judge, United States Tax Court
P. O. Box 70
Washington, D. C. 20044

Dear Ted:

At the request of Morris H. Bergreen, Esq., I have prepared and enclose a proposed redraft of the agreement between Hebrew Union College: Jewish Institute of Religion and Union of American Hebrew Congregations, and Rabbi Friedman.

Please call after you have reviewed the enclosure.

We are also sending copies to Dr. Bamberger, Dr. Gottschalk and Dr. Schindler for their review and suggestions.

Sincerely,

Martin Blackman

MB:SB
Enclosure

cc: (w. encl.)
Dr. Fritz Bamberger
Dr. Alfred Gottschalk
Dr. Alex Schindler

March 5, 1973

Edith J. Miller

Abraham Segal

Rabbi Schindler, as you know, is still in Israel and he's due back at his desk next week. While he is in Israel there will be meetings with Herbert Friedman on the Jerusalem project and a final decision in this connection should be made shortly. Once plans have been made and if we go ahead with the development program with Friedman I am certain you will be asked for a detailed presentation on the funding for adult and teacher education. At this point there's no need for you to rush to get up a presentation.

MEMORANDUM

Date March 2, 1973

From Abraham Segal

To Rabbi A. Schindler

Copy for information of _____

Subject Israel Venture

I regret that I have so long delayed in getting to the "Israel Venture" project we discussed in your office with Herbert Friedman.

Is it too late now to present a funding program for adult and teacher education?

If not, I can do so now within a few days.

April 5, 1973

Dr. Fritz Bamberger
HUC-JIR
40 West 68th Street
New York, N.Y. 10023

Dear Fritz:

I am really getting to be a little bit embarrassed by the unconscionable delay in regard to the Herbert Friedman contract matter. As you will recall, the College-Institute's attorney agreed to prepare a draft which could then be reviewed by the Union's lawyer and then presented to Herb for final agreement and initialing. We had hoped this would be done before the end of March. The first week of April has gone by and still there is nothing to review.

I'm embarrassed on three counts. To begin with, I'm receiving daily telephone calls from Mr. Herbert Rose, Herb's attorney, justifiably asking "Nu?" Second of all, we have some institutional pressures. The Union's Board meeting will be held about a month hence and the matter must be settled before we meet. Lastly, Herb himself will come for his trial run come May 10th and presumably this matter must be concluded when he is here.

Any further delay will compel us to rush matters through and when one rushes things mistakes are usually made. I urge you to please send us the draft contract.

With warmest regards, I am

Sincerely,

Alexander M. Schindler
President-Elect

bcc: Rabbi Herbert Friedman
Herbert Rose, Esq.

March 13, 1973

Rabbi Alexander M. Schindler

Dr. Fritz Bamberger

Rabbi Maurice N. Eisendrath; Harry K. Gutmann;
Rabbi Alfred Gottschalk

HERBERT FRIEDMAN CONTRACT

Following our Jerusalem meetings with Herb Friedman I suggested the following procedure to Morris Bergreen:

- a/ He will redraft the contract to our understanding as achieved at the Jerusalem session.
- b/ We will then have a meeting with Matt Ross, the Union's legal consultant, to review the contract and all other legal matters pertaining to our joint venture.
- c/ We will then have a meeting of our fuller committee to approve and hopefully to initial the contract for presentation to our Boards as well as for matters dealing with the practical arrangements for joint bank accounts, contracts, etc. which are attendant upon the joint venture.

The first step is to re-draft the contract. Can I rely on you to push Mr. Bergreen? A meeting with Matt Ross will be relatively simple to arrange inasmuch as they are both members of the Harmonie Club and we can probably have a brief luncheon session there. If at all possible, I would like to have the meeting no later than the 1st of April.

Warm regards.

March 13, 1973

Rabbi Alexander M. Schindler

Rabbi Richard G. Hirsch

Rabbi Herbert Friedman

bcc: Gilbert Tilles

By now you probably have heard from Maurice and Harry that our meetings with Herb Friedman were most satisfactory and it looks very much like we will go ahead. At least the principles of our co-operation have been established and only the final wording of the contract needs to be worked out and initialed. In any event Herb will begin to test the waters this spring. Hopefully our dreams will come to fulfillment.

In this connection, Herb requests that he be involved in the meetings of the Building Committee headed by Dick Scheuer and co-chaired by Gil Tilles. Herb will be in the States from Friday, May 11th on through our Board meeting at the very least. I would appreciate it if you were to make certain that the joint committee meets during the time of his presence.

Warm regards.

HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION

40 WEST 68th STREET

NEW YORK, N. Y. 10023

TRAFALGAR 3 - 0200

February 8, 1973

to Rabbi Alexander Schindler

from Dr. Paul M. Steinberg

*File
Contacts*

I am pleased to enclose this Reference Memorandum describing our meeting on January 31, 1973.

Paul

Memorandum

HEBREW UNION COLLEGE – JEWISH INSTITUTE OF RELIGION

40 West 68th Street

New York, N.Y. 10023

Trafalgar 3-0200

REFERENCE MEMORANDUM

Meeting held at the Union of American Hebrew Congregations on
Wednesday, January 31, 1973.

Present: Dr. Fritz Bamberger
Dr. Maurice Eisendrath
Dr. Alfred Gottschalk
Mr. Harry Gutmann
Rabbi Richard Hirsch
✓ Rabbi Alexander Schindler
Dr. Paul M. Steinberg
Mr. Theodore Tannenwald, Jr.

The conference began with a review by Alex Schindler of
Rabbi Friedman's memo on the meeting of December 19, 1972.

It was confirmed that the ultimate authority in matters
of the Jerusalem project and the fundraising in connection with
it rests with the Executive Committee of the Consortium (U.A.H.C.,
HUC-JIR, and World Union). Friedman's contact would usually be
with Fred Gottschalk and Alex Schindler.

It was agreed that we do not accept his idea of an over-
arching board. It was noted that we hopefully look forward to his
involvement in the future. His title would be Director of Development.

It was also suggested that he might be made a Vice President of the World Union for Progressive Judaism. It was agreed that this would be offered if the first suggestion was not acceptable.

It was understood that Herb Friedman would be responsible to the Executive Committee on which Ezra and Dick would sit and that in the day-to-day operation he would work in close cooperation with Ezra and Dick. Herb Friedman was to give copies of all correspondence, of course, to Ezra and Dick. It should be noted also that Herbert Friedman was to be considered a member of the Executive Committee.

It was suggested that the contract begin on July 1, 1973 and that payment begin on July 1, 1975. July 1, 1974 instead of May 1, 1974 would be the date of review.

It was understood that the bonus to be paid would be on actual collections and not pledges. There seemed to be some question also on the percentage of 1½% per \$1,000,000 pledged. It was agreed that this would have to be clarified.

With regard to the form of payment of the bonus it was again noted that payment would be based on actual collection.

It was also understood that the money must be raised in keeping with the priorities established by the Committee.

Herbert Friedman would be asked to agree to insurance coverage in the amount of \$250,000.

With regard to expenses, there appeared to be considerable discussion on the amount requested per diem (\$250) and it was agreed that we would seek to set new limitations as well as to clarify the mode of international travel (economy class versus first class). Generally, with regard to the annual trips to the United States of approximately 20 days duration each, there was extensive discussion of the expenses involved. However, no final determination was made.

There was some discussion about the administrative organization and how carefully it had been thought through, e.g., the role and function of the Administrative Assistant in New York, the question of the need for a secretary for the assistant etc.

It was understood that the validity of the contract depends on the authorization by the Jewish Agency for fund raising.

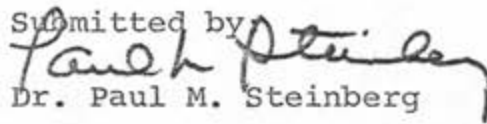
In view of the fact that Dick Hirsch was going over to Israel it was agreed that he would convey to Friedman the following:

1. We must have the contract within a week.
2. We await a letter from the UJA and the Jewish Agency advising us of clearance.
3. Friedman be advised that approval of the UAHC and the HUC Boards are required.

NOTE

With regard to the fund raising goal it was agreed that the formula would be as follows: the first 10 million raised would be shared on a 50-50 basis. (5 million for construction and maintenance and 5 million for program to be equally divided between the UAHC and the College-Institute) and the balance to be shared on a one third basis thereby giving 10 million to the UAHC, 10 million to the College-Institute and 5 million to the World Union.

Submitted by


Dr. Paul M. Steinberg

February 7, 1973



United Jewish Appeal

1290 AVENUE OF THE AMERICAS, NEW YORK, N.Y. 10019, USA
TEL. (212) 757-1300, TELEX: UJAPPEAL 62911

46 KING GEORGE STREET
JERUSALEM 94369, ISRAEL
TEL. (02) 60487, 222340
TELEX: 2381 UJA IL

HERBERT A. FRIEDMAN
EXECUTIVE VICE-CHAIRMAN
MATTHEW H. SIMON
DIRECTOR OF SPECIAL SERVICES

January 11, 1973

Dear Alex and Fred:

Enclosed is a summary of our ^{December 19} meeting, which I left in New York for my lawyer. On the basis of these notes, he will draw up a proposed letter of Agreement, which I shall present to you. After you have made your comments and changes, and we all finally agree on it, then you will sign it, ^{if you wish to} I expect to receive his draft very shortly.

Regarding Paragraph #10, I have spoken to Ezra about space in the building and he is trying to find something suitable. I have forwarded you a very tentative budget, and would appreciate your comments. Basically, I have to start looking for the people; an administrative assistant in New York and a secretary here. As for the car, I have checked carefully and offer the following analysis:

1. According to the Israel Police, the best medium car is the AUDI 100 LS. It is a four door, four or five passenger saloon with very good trunk space, (important when you are driving VIP's with luggage.) The total cost of the car, automatic shift, air conditioning, license and customs duties applicable to a car bought by a foreign individual or institution is about \$5700. If you don't want air conditioning you can save about \$500.
2. The annual depreciation on the car is roughly \$750. In other words, after a year, if you decide to terminate the program and want to sell the car, you'll get that much less for it.
3. The cost of rental, instead of purchase, should be much more, per annum, than the depreciation, so it doesn't pay to rent.
4. If you have objections about a German-made car, I will get cost estimates on other makes. Personally, I have no objections to driving such a car.
5. If you agree, I would suggest you authorise me to purchase the car in the name of the College-Institute, and do it soon. Prices will rise again as of approximately 30 March. Also it takes a few weeks to get delivery.

Looking forward to hearing from you,

Herb

Summary of Discussions held at Union of American
Hebrew Congregations, on 19 December 1972, with:

Rabbi Alfred Gottschalk, President, HUC-JIR

Rabbi Maurice Eisendrath, President UAHC and World Union

Rabbi Alex Schindler, Vice-President, UAHC

Rabbi Richard Hirsch, Executive Director, World Union

Judge Theodore Tannenwald, Chairman, Board of Governors, HUC-JIR

Mr. Harry Guttman, Chairman, Board of Governors, UAHC

Dr. Fritz Bamberger, Assistant to the President, HUC-JIR

1. I am to provide a draft resume of the conversation with the above-named group, which shall be used as the basis of a Letter of Agreement which the responsible persons among the list above will sign.
2. They will hire me as Director of Planning and Development (suggested by Gottschalk, or any similar title) for the projected World Center for Liberal Judaism, to be established in Israel. My duties shall be to develop a plan in writing to achieve two objectives: drawing the Reform Movement in the U.S. into a closer relationship with Israel; as well as developing the Reform Movement within Israel. My plan shall contain specific proposals for institutions and programs, together with cost estimates for construction and maintenance. After this plan has been approved by the policy-making group above, I shall have the responsibility of raising the necessary funds to implement
3. They also expect me to serve as Chairman of an Advisory Governing Council (or some similar name), which will be set up in Israel, to assist the program. After the necessary institutions and programs have been set up and funded, their operation will be entrusted to various professional deans, directors and other personnel responsible to the parent bodies. Their operation will be assisted by this Advisory Governing Council,

whose members shall be important personalities in Israel, and abroad, to lend prestige and advice to the World Center program. My duties in the years ahead shall include serving as Chairman of that Council.

4. I shall be paid \$50,000 per year for a period of four years, with term of employment beginning 1 May 1973, and payment commencing 1 May 1975, ending 30 April 1979.
5. On 1 May 1974, and each year thereafter on the anniversary date, there shall be a review to determine if the project is deemed to be proceeding successfully. If the employer arrives at a negative conclusion, he shall terminate my service, with a six-month (\$25,000) payment. If I decide to terminate employment, there shall be no severance payment.
6. The basic four-year contract shall be construed as applying to the first five-million dollars pledged. Beyond that amount, there shall be a bonus, up to a maximum of an additional \$300,000, on a sliding scale of 1 $\frac{1}{2}$ % per million dollars pledged. Thus, for example, if \$25 million is pledged, the maximum bonus will be achieved. The bonus is applicable on a continuous basis upward from five million.
7. The form of payment of the bonus shall be \$50,000 per year, commencing 1 May 1979, and shall continue as long as necessary, up to the maximum date of six years, terminating 30 April 1985.
8. Form of payment in any year, either the base contract, or the bonus shall be either cash or annuities, to the extent permitted.
9. In the event of my death, any unpaid portion of the amount due shall be paid to my estate.
10. Automobile, automobile operating expenses, telephone expenses, at home, shall be provided. Office space shall be provided at the Hebrew Union College building in Jerusalem. An operating budget

11. It is contemplated that I shall make two annual trips to the United States, of approximately twenty days duration each. If additional trips are required, and if it is necessary to bring my wife in order to be able to make such trip or trips, her travel expenses shall be paid.
12. No extensive campaign apparatus is contemplated. One administrative assistant is required in New York and one secretary in Jerusalem. No complicated structure of committees or cabinets is required. There shall be no publicity, meetings, dinners, or any of the usual paraphernalia. When the campaign is finished, an appropriate announcement can be made of what has been achieved. The matter of no publicity is very important, for it can be counter-productive.

UNION OF AMERICAN HEBREW CONGREGATIONS
PATRON OF HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION
838 FIFTH AVENUE • NEW YORK, NEW YORK 10021 • (DIAL CODE 212) 249-0100
CABLE ADDRESS: UNIONUAHC

MESSAGE

TO

Fred Cohen

a AMS

DATE

3/9/77

- I renewed the Herb. Friedman
file with AMS on 3/8/77. We
are in agreement that Herb
is entitled to be paid as per
signed agreement of 2/5/75 or of
6/30/74 which states -- first
term is extended to 1/31/75 instead
of 6/30/74.

His salary is for 14 months

@ \$50,000 per annum or a total of

BY

79,166 ~~00~~

REPLY

DATE

Therefore the balance due
in 1977 is 23,000

I asked Matt Ross to
check this out +
he agreed with the
calculation.

Fred - Sent Herb
a note that he will
receive \$23,000 in 1977

[Signature]

SIGNED

INSTRUCTIONS TO SENDER:

1. KEEP YELLOW COPY. 2. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

INSTRUCTIONS TO RECEIVER:

1. WRITE REPLY. 2. DETACH STUB, KEEP PINK COPY, RETURN WHITE COPY TO SENDER.

January 4, 1973

Rabbi Alfred Gottschalk
Hebrew Union College -
Jewish Institute of Religion
3101 Clifton Avenue
Cincinnati, Ohio 45220

Dear Fred:

I agree with you, the step which we are in the process of undertaking in Israel is of the greatest historical significance. In many ways what we do here can determine the course of our Movement. Hopefully, we will be able to realize this potential and move it in the proper direction.

I think it important that we re-convene the meeting of our committee sometime in the near future, just as soon as the proposed contract comes in from Herb's lawyer and certainly no later than February 1st, when Dick goes to Israel. The following items will bear careful discussion:

- 1/ We must make certain that we have absolute control over the disposition of funds. As I told you in our conversation, in the several meetings with some of our staff members, Herb made noises to indicate that he will want a major voice in the determination of the programs, moreover making rather light of the committee, and this within twenty-four hours after assuring us that the authority rests with us.
- 2/ The question of his future role will have to be discussed. As I reported to you, Fred, at his breakfast meeting with me on the Thursday following our Tuesday session, Herb indicated that the Chairmanship of the Jerusalem Center Board is a sine qua non as far as he is concerned and he has instructed his attorney to write this matter into the proposed contract. I really think that we should call his bluff here and while assuring him of some position, make it crystal clear that this appointment cannot be made.
- 3/ The disposition of the funds will have to be re-evaluated. Our earlier meeting's agreement certainly still stands as far as the disposition of the first ten million dollars are concerned, that is to say its equal division both for capital expenditures and for endowment program funds between the Union and the College-Institute; but now that the program has expanded from ten to twenty-five million dollars and especially because many of the capital commitments and consequent programmatic commitments are for projects which involve neither the Union nor the College-Institute directly but are in the clear domain of the World Union, of which we are both constituents (e.g., the temples in Tel Aviv and Haifa, the secondary schools, etc.), some way will have to be found to bring in the World Union both directly and officially and not just through nominal membership on our policy committee, reaching some

Rabbi Alfred Gottschalk
January 4, 1973
Page -2-

agreement on how the funds beyond the first ten million dollars are to be allocated.

Our own staff is presently working out programmatic priorities and Dick presumably is doing that for the World Union. Some time before the 1st of February our staffs will have to get together to agree on an overall package so that Dick can present it to Herb. Herb, in turn, will undoubtedly react to it and then when we meet with him in Israel following your Board meeting we can give final approval to the program before it is frozen into a brochure.

I suppose we ought to rely on Dick to set up the various meetings. Be sure to let us know when the contract from Herb comes in.

With warmest regards, I am

Sincerely,

Alexander M. Schindler
President-Elect

cc: Rabbi Maurice N. Eisendrath
Mr. Harry K. Gutmann
Rabbi Richard G. Hirsch
Judge Theodore Tannenwald, Jr.

As Truly Belonging

bcc: Albert Vorspan

MHR

22nd December, 1976

Rabbi Alfred Gottschalk,
Rabbi Alexander Schindler,
HUC-JIR,
3101 Clifton Avenue,
Cincinnati, Ohio 45220

Dear Fred and Alex,

I have just returned to my desk and have met with Herbert Friedman. Herb will be in the States in the month of January. He already has a full travel schedule, most of which is out of New York. I am sending each of you a copy of his schedule, with the thought that you get together and arrange to meet with him or have Mat Ross and crew do so during his stay.

Bivracha,

Rabbi Richard G. Hirsch

cc. Rabbi Herbert Friedman

HERBERT A FRIEDMAN'S ITINERARY

Mon.	1/3	: mid-afternoon leaving for Los Angeles
Tues.	1/4	Los Angeles
Wed.	1/5	Los Angeles
Thur.	1/6	Norfolk, Va.
Fri.	1/7	
Sat.	1/8	Indianapolis, Ind.
Sun. ^a	1/9	N.W. Bergen, N.J.
Mon.	1/10	Dallas, Texas
Tues.	1/11	N.W. Indiana, Ind.
Wed.	1/12	Flint, Mich.
Thu.	1/13	Louisville, Ky.
Fri.	1/14	
Sat.	1/15	Saddlebrook, N.H.
Sun.	1/16	Jacksonville, Fla.
Mon.	1/17	Philadelphia, Pa.
Tues.	1/18	Buffalo, N. Y.
Wed.	1/19	Akron, Ohio
Thur.	1/20	Pittsburgh, Pa.
Fri.	1/21	
Sat.	1/22	(Tent.) No. Middlesex Cty., NJ
Sun.	1/23	Englewood, N.J.
Mon.&Tue.	1/24-25	Miami, Fla.
Wed.	1/26	Birmingham, Ala.
Thur.	1/27	St. Petersburg, Fla.
Fri.&Sat.	1/28-29	Open to date
Sun.	1/30	1) Baltimore, Md.
		2) Atlanta, Ga.

HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION

CLIFTON AVENUE, CINCINNATI, OHIO 45220

December 14, 1976

Mr. Matthew H. Ross
Blumberg, Singer, Ross,
Gottesman & Gordon
245 Park Avenue
New York, New York 10017

Dear Matt:

Pursuant to our discussion in Los Angeles re the termination of Herbert Friedman, you were kind enough to offer to review the contract, setting forth whatever obligations we may have to him or he to us. We should like to terminate with Friedman at the end of this month and consequently he needs to be written a detailed letter which should include our wish that he vacate the office as well as to return the automobile to the College-Institute.

With thanks and best wishes,

Sincerely,

Alfred Gottschalk
President

AG:rw

cc: Rabbi Alexander Schindler ✓
Dr. Jules Backman

HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION
CLIFTON AVENUE, CINCINNATI, OHIO 45220

December 30, 1976

Rabbi Herbert A. Friedman
World Education Center
for Progressive Judaism
13 King David Street
Jerusalem, Israel

Dear Herb:

It was a painful realization to come to terms with your severance from the project of the building of the World Center for Progressive Judaism, but time and tide seem to have been against us. I for one want to express my thanks to you for your efforts in our behalf, however limited and unsuccessful were the results.

It was our thinking that the College should repossess the automobile and also the office space, since I believe that it would not be in our common interest to have another funding project operate out of the College Institute. We had discussed this when we talked together in your office, and I know that you fully understand and agree with this decision.

I look forward to seeing you in March, if not before then, and extend my very best wishes to you and your family.

Sincerely,

Professor Alfred Gottschalk
President

AG:rw

cc: Rabbi Alexander Schindler ✓
Dr. Jules Backman
Judge Theodore Tannenwald, Jr.
Mr. Matthew H. Ross
Mr. Richard J. Scheuer

UNION OF AMERICAN HEBREW CONGREGATIONS

OFFICE OF THE CHAIRMAN OF THE BOARD

December 20, 1976

Rabbi Herbert A. Friedman
World Education Center
For Progressive Judaism
13 King David Street
Jerusalem, Israel

Dear Herb:

Fred Gottschalk told me that you were desirous of terminating your relationship with the College and the Union effective as of the end of this month. This is entirely agreeable to the College and the Union. Please arrange to return the car to the College and vacate the office space which you occupy there at the end of the month.

I understand that you are embarking on a new project involving the establishment of a private school. I wish you the very best of luck in your new undertaking.

Kindest personal regards.

Sincerely,

MHR:JMC

VIA AIR MAIL



21 Jan 77

Went about
conclusion -

SUMMARY MEMORANDUM

1. Period of employment during which ~~total~~ compensation, at annual rate of \$50,000, was applicable:

July 1, 1973 - Jan. 31, 1975

(19 months at \$4,166.66 per month) = 79,166.66

2. Amounts drawn:

Oct. 1973	\$5,000	
Sept 1974	1,166.66	
Whole year 1975	25,000.	
Whole year 1976	<u>24,000</u>	<u>55,166.66</u>
	Balance due	24,000

UNION OF AMERICAN HEBREW CONGREGATIONS

OFFICE OF THE CHAIRMAN OF THE BOARD

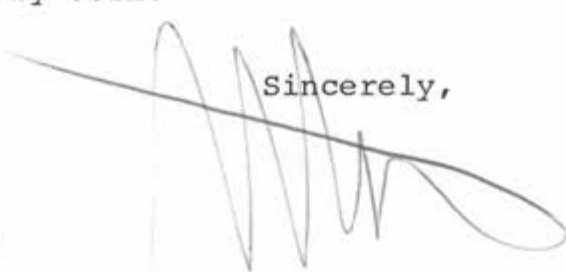
January 21, 1977

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

I met with Herb Friedman today.
I would like to talk to you about Herb
and at the same time Merrill Hassenfeld
(I assume you got a copy of my proposed
letter to him). In the meantime would
you please have the attached arithmetic
checked by Josh.

Sincerely,



MHR:JMC
Enclosure



January 25, 1977

Edith J. Miller

Joshua M. Dwork

Matt Ross met with Herb Friedman and the attached is Herb's computation on finances. Will you please check to determine if this is in accord with our record. Your prompt attention and response will be appreciated!

August 11, 1975

Rabbi Alfred Gottschalk
President, HUC-JIR
3101 Clifton Avenue
Cincinnati, Ohio 45220

Dear Fred:

Since I'm not certain as to when you return to the States, so I am writing to Cincinnati to acknowledge receipt of your memo of July 31st in regard to Herb Friedman's Health/Hospitalization Insurance. Since his coverage with the U.J.A. has been terminated, we have no choice but to undertake payments in his behalf. We should do so for the length of his contract with us, in accord with your note to Herb.

Warmest regards.

Sincerely,

Alexander M. Schindler

cc: Rabbi Herbert A. Friedman

Rabbi Herbert A. Friedman
Alfred Gottschalk

31st July 1974

Dear Herb,

While it is obvious that I have not had a chance to discuss your request with Alex, I think he will agree that we should pick up the Health/Hospitalization insurance you have requested since your plan with the U.A.A. has now terminated.

I understand from you that the cost for basic coverage in Shiloah is approximately \$500 per year and it is this which we are agreeing to pay to cover you for the length of your contract with us.

Best regards.

Fred

cc. Rabbi Alexander M. Schindler

UNION OF AMERICAN HEBREW CONGREGATIONS
PATRON OF HEBREW UNION COLLEGE — JEWISH INSTITUTE OF RELIGION
838 FIFTH AVENUE • NEW YORK, NEW YORK 10021 • (DIAL CODE 212) 249-0100
CABLE ADDRESS: UNIONUAHC

[Handwritten initials]

MESSAGE

TO RABBI A.M. SCHINDLER
cc MATTHEW ROSS
FRED COHEN

DATE 2/28/75

BASED ON THE COPY OF THE REVISED
HERB FRIEDMAN CONTRACT (DATED 2/5/75)
I RECEIVED TODAY, I AM INSTRUCTING
MY PAYROLL DEPARTMENT TO MAKE
PAYMENTS AS NOTED ON THE BOTTOM OF
PAGE 3 OF THIS MODIFIED AGREEMENT—AS
FOLLOWS — JAN 1975 \$3000 PAID
\$2000 PER MONTH FOR FIFTEEN
MONTHS OR FROM FEB '75 TO APRIL '76.

IN MAY 1976 HE IS TO GET \$419—

BY SINCE THIS ^{PORTION OF THE} AGREEMENT PERTAINS

Form N-8738 The Drawing Board, Inc., 505, Dallas, Texas

INSTRUCTIONS TO SENDER:

1. KEEP YELLOW COPY. 2. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

REPLY

DATE

Hold for F.V.

TO HIS EMPLOYMENT TO 12/3/75
ONLY (SECOND TERM), I

SHOULD BE ADVISE NO LATER
THAN DEC 1975 IF HERB

FRIEDMAN IS TO BE RETAINED
INTO THE THIRD TERM AS

DIRECTOR SINCE IF HE IS
RETAINED THEN (SEE PAGE 4) PAYMENTS

TO HIM FOR THE 3rd TERM START IN
JANUARY 1976 AT THE RATE OF

\$4166.66 PER MONTH.

ADVISE IF THIS IS NOT IN
ACCORDANCE WITH YOUR UNDERSTANDING
OF THIS AGREEMENT

SIGNED

[Handwritten signature]

INSTRUCTIONS TO RECEIVER:

1. WRITE REPLY. 2. DETACH STUB, KEEP PINK COPY, RETURN WHITE COPY TO SENDER.

March 6, 1975

Ms. Rissa Alex
HUC-JIR
3101 Clifton Avenue
Cincinnati, Ohio 45220

Dear Rissa:

So your files will be complete, I enclose herewith two copies of the agreement between HUC-JIR/UAHC and Rabbi Habbert Friedman. One bears the original signatures of Rabbis Gottschalk and Schindler and the second bears Rabbi Friedman's signature. We are retaining similar signed copies and Matthew Ross also has copies at his office.

Hope all is well with you, although I'm sure life as your desk is just as hectic and mishugah as it is here at 838.

Fondest regards.

Sincerely,

Edith J. Miller
Administrative Assistant

Encl.

BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON
245 PARK AVENUE, NEW YORK, NEW YORK 10017

(212) MURRAY HILL 2-7700

CABLE: ELBLU, N Y

LEON SINGER
MATTHEW H. ROSS
CALLMAN GOTTESMAN
SAMUEL GORDON
FREDERICK NEWMAN
ALFRED K. KESTENBAUM
HELEN MINKIN
EVELYN FRANK
ARNOLD C. ABRAMOWITZ
PAUL M. FRANK
ALLEN N. ROSS

CHARLES E. GOODELL
COUNSEL

SAMUEL BLUMBERG (1907-1966)
DAVID KUGEL (1921-1969)

February 28, 1975

Miss Edith Miller
Union of American Hebrew Congregations
835 Fifth Avenue
New York, New York 10021

Re: Rabbi Herbert A. Friedman
Modification Agreement

Dear Edie:

As I mentioned to you in our telephone conversation, I am sending you herein two copies of the Rabbi Herbert A. Friedman modification agreement which have been signed by Rabbi Friedman. One of those copies is for Union and one for the College. I am also enclosing one copy signed by the College and Union (but not by Rabbi Friedman) which you might want to send to the College.

Sincerely,



HM:fg
encl.

Joshua M. Dwork

Rabbi Alexander M. Schindler

February 27, 1975

Dr. Alfred Gottschalk

Enclosed is a copy of the letter of agreement, signed by Dr. Gottschalk and me, to Rabbi Herbert Friedman. This agreement was approved by Matthew Ross' office and they hold a copy which bears Rabbi Friedman's signature.

You are now authorized to proceed with payments to Rabbi Friedman, in accordance with the schedule previously shared with you.

HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION

and

UNION OF AMERICAN HEBREW CONGREGATIONS

February 5, 1975
as of June 30, 1974

Rabbi Herbert A. Friedman
c/o Rose & Schlesinger
535 Fifth Avenue
New York, New York 10017

Dear Rabbi Friedman:

In light of the problems engendered by the Yom Kippur War, we have agreed to modify the agreement between us dated June 11, 1973 (the "Agreement"), to provide among other things that your first term as Director is extended to January 31, 1975 instead of June 30, 1974.

Accordingly, the Agreement is modified as follows:

I. paragraph 2 a) of the Agreement shall henceforth read as follows:

"Your engagement as Director shall be for a maximum of four terms commencing July 1, 1973 and ending on the dates set forth in paragraph 5 a) hereof subject to termination as hereinafter provided."

II. Paragraph 2 b) shall henceforth read as follows:

"Notwithstanding the foregoing, we may elect to terminate your engagement as Director as of December 31, 1975, or as of any June 30 thereafter by giving you written notice of such election at least sixty (60) days prior thereto. In such event, you shall be engaged as a consultant, and shall receive the payments provided in paragraph 8 a) hereof."

III. Paragraph 3 a) shall henceforth read as follows:

"Your engagement as a consultant shall commence upon (i) the expiration of the fourth term provided in paragraph 2 a) hereof or (ii) our earlier termination of your engagement as Director as provided in paragraph 2 b) hereof. Such engagement shall be for a term of nineteen months at the rate of \$25,000 a year.

IV. Paragraph 5 a) shall henceforth read as follows:

"Subject to the provisions of this agreement with respect to earlier termination, you shall receive the following compensation for services you shall render:

<u>Term as</u> <u>Director</u>	<u>Term as</u> <u>Consultant</u>	<u>Compen-</u> <u>sation</u>
First:	7/1/73 - 1/31/75	\$39,585
Second:	2/1/75 - 12/31/75	none
Third:	1/1/76 - 6/30/76	\$25,000
Fourth:	7/1/76 - 6/30/77	\$50,000
	First: 7/1/77 - 6/30/78	\$25,000
	Second: 7/1/78 - 1/31/79	\$14,585

We have already paid you on account of your compensation as director hereunder for the First Term the sum of \$6,166, leaving a balance due of \$33,419. Such sum shall be paid as follows:

In January 1975	\$ 3,000
\$2,000 per month commencing February 1975 for 15 months through and including the month of April 1976	30,000
In May 1976	<u>419</u> \$33,419

We will pay you the balance of the compensation you are to receive as director for the Third and Fourth Terms in equal monthly installments during the period covered by each of said Terms.

If your engagement as director is terminated for any reason, the monthly compensation above provided shall be paid to you until you have received the total compensation theretofore accrued for the services rendered by you as director at the annual rate provided for in this paragraph prorated for the period ending on the date of termination of your services as director.

Your compensation as a consultant shall commence on July 1, 1977 or, if earlier, on the last day of the month following the termination of the payments of your compensation as director, and shall be paid in equal monthly installments of \$2,000, except that the first installment shall be in the sum of \$1,585."

V. Paragraphs 5 b) and 5 c) are deleted.

VI. Paragraph 6 e) shall henceforth read as follows:

"The first Extended Term shall commence on the earlier of July 1, 1979 or the first day of the month following the date on which your engagement as a consultant shall terminate."

VII. The word "annual" is deleted from the third line of paragraph 8 a).

VIII. Paragraph 8 a) (iii) is deleted.

IX. Paragraph 8 a) (iv) shall henceforth read as follows: "Receive the sum of \$25,000 as severance pay, the same to be payable in such annual installments not in excess of \$5,000 as shall be agreed upon between us, except that if your engagement as director is terminated on December 31, 1975, you shall not be entitled to any part of the said sum of \$25,000."

X. Paragraph 8 c) (i) shall henceforth read as follows:

"Commencing with the last day of the month following the month of your death or such termination, you shall receive the unpaid balance of the amounts under paragraph 5 a) which shall have accrued for your services as director to the date of your death or such termination."

XI. The word "annual" is deleted from the second line of paragraph 8 d) .

XII. Paragraph 8 d) (i) shall hence forth read as follows:

"Commencing with the last day of the month following the month in which you terminate your employment as director, you shall receive the unpaid balance of the amounts under paragraph 5 a) which shall have accrued for your services as director to the date of your termination of your employment as director."

XIII. The schedule in paragraph 8 d) (iii) shall henceforth read as follows:

<u>"Date of Termination of Engagement as Director</u>	<u>Reduction in Bonus</u>
Between 7/1/73 and 1/31/75	75%
Between 2/1/75 and 12/31/75	50%
Between 1/1/76 and 6/30/76	25%
Between 7/1/76 and 6/30/77	None "

All the other provisions of the Agreement shall continue in full force and effect except as herein expressly modified.

If the foregoing sets forth our understanding, would you kindly so indicate by signing and returning the copy of this letter.

Very truly yours,

HEBREW UNION COLLEGE - JEWISH
INSTITUTE OF RELIGION

By Alfred Lattin

UNION OF AMERICAN HEBREW
CONGREGATIONS

By [Signature]
President

ACCEPTED AND AGREED TO
this day of
1975.

Herbert A. Friedman

January 20, 1975

Judge Theodore Tammewald, Jr.
P.O. Box 70
Washington, D.C. 20044

Dear Ted:

By now I trust you have received the amendments to Herb Friedman's employment contract which were shared by his attorney, Herbert Rose. Matt and I reviewed the amendments and found them to be in order. I trust that you and Fred will also agree to the new provisions.

In the interim, I received a letter from Herb Friedman noting that he is strapped for funds and requesting an "advance or loan" in the sum of \$3,000. In view of the circumstances, Matt and I agreed that we should deposit \$3,000. in Herb's account as an advance against his employment contract. Once contractual arrangements are finalized we will adjust the records. I trust you and Fred agree that Herb's request be honored.

With warmest regards, I am

Sincerely,

Alexander M. Schindler

cc: Rabbi Alfred Gottschalk
Matthew H. Ross

January 20, 1975

Rabbi Herbert A. Freidman
World Center for
Progressive Judaism
13 King David Street
Jerusalem, Israel

Dear Herb:

Just a note to advise that Josh Dwork has been authorized to deposit \$3,000. to your account as an advance against your employment contract. Once all the necessary approval has been obtained and the agreement is signed by all parties, Josh will adjust the record accordingly.

We have received the amendments from Herbert Rose and are awaiting word from Ted Tannenwald on the College-Institute's approval. Hopefully, the contract will be signed very soon.

With warmest regards from house to house, I am

Sincerely,

Alexander M. Schindler

Rabbi Alexander M. Schindler

Joshua M. Dwork

cc: Matthew H. Ross

1/20/75


Please deposit \$3,000. in Herb Friedman's account as an advance against his employment contract. Matt and I went over some amendments in the agreement which Herb's attorney sent us and they meet with our approval. We have sent them to Rabbi Gottschalk and Judge Tannenwald for their approval and await word from them.

However, we feel it is only fair to provide this advance for Herb and ask you to make the deposit. I will so advise Herb.

Matthew H. Ross

Rabbi Alexander M. Schindler

1/17/75

 Please note the enclosed from Herb Friedman. May we give him an advance even though the contract hasn't been signed as yet?

EXT

WORLD EDUCATION CENTER FOR PROGRESSIVE JUDAISM

13 King David Street
Jerusalem, Israel
Tel: 02--232444

January 13, 1975

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, N.Y. 10021
USA

Dear Alex:

I received a cable the other day from my lawyer, Herb Rose, saying that he was in the completion stage with Mrs. Minkin of Matt Ross' office, regarding the revised wording of our agreement. He said that it should be completed any day. However, I am really running out of money now. Josh Dwork said, quite correctly, that he could not start paying me on a regular basis until he had authorisation to do so. Would you please authorise him to deposit for me the \$3000 which will be due for the month of January whenever the formalities of the agreement revision are completed. For the sake of good order, if you want to, simply call it a loan or an advance until it becomes converted to a salary. I really need it immediately.

Best regards to Rhea, and hope all is well with you,

As ever,

Herbert A. Friedman

cc: Joshua Dwork

Director of Planning and Development:
Rabbi Herbert A. Friedman

Sponsoring Organizations:
Hebrew Union College-Jewish Institute of Religion - Union of American Hebrew Congregations
World Union for Progressive Judaism - Central Conference of American Rabbis



HEBREW UNION COLLEGE—JEWISH INSTITUTE OF RELIGION
Cincinnati • New York • Los Angeles • Jerusalem

OFFICE OF THE PRESIDENT

3101 CLIFTON AVENUE • CINCINNATI, OHIO 45220
(513) 221-1875

December 16, 1974

Rabbi Alexander M. Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, N. Y. 10021

Dear Alex:

I appreciate your letter of December 6, 1974, regarding Herbert Friedman's expenses and questioning our responsibility for payment. I am writing to Ezra Spicehandler in Jerusalem to inquire about the exact nature and amount of the expenses incurred monthly by Herbert Friedman for which we are still paying. I hope to have the answer from Ezra before we next meet.

With warmest regards,

Sincerely,

Alfred Gottschalk
President

AG:rw

(Signed in my absence)

cc mHR

December 6, 1974

Dr. Alfred Gottschalk
President, HUC-JIR
3101 Clifton Avenue
Cincinnati, Ohio 45220

Dear Fred:

As you probably know, Dick Hirsch was in this country for a few weeks. Among the many things we discussed was Herb Friedman. Herb apparently is involved in three projects: he travels quite a bit for UJA; in his travels, whether for us or for others, he peddles the Encyclopedia Judaica; he is also still toying with the "Port City" project. By curious coincidence, when Dick popped into his office recently he saw Herb with Millstone of your Board and they were poring over a map -- not of the Jerusalem Center but of Yavut (in all fairness to Herb, or at least so he told Dick, he did not realize that Millstone was a part of our group. Yet how can this be, didn't he visit Millstone with our blessings?).

Since we are not paying him any kind of salary I don't want to raise the issue except on the basis of reporting to you, for you have a right to be informed. But there is the question of my expenses which Herb has in Israel and which we are fully covering -- his use of the car, his use of an office, his secretarial help, such as it is, etc. Are we justified in terms of the limited nature of his work for us in allowing this kind of a free ride? Should not perhaps some of his other "benefactors" contribute to these expenses?

This is another item we have to put on the agenda when next we meet. In any event, I would appreciate your reaction. In this connection, it might be of help to know -- and I would appreciate your asking Ezra to provide the information -- how much these monthly expenses are. As you know, Josh Dwork keeps records only of the out-of-Israel end of Herb's expenses.

With warmest regards, I am

Sincerely,

Alexander M. Schindler

cc: Joshua N. Dwork
Matthew H. Ross
Hon. Theodore Tammeswald, Jr.

25.10.74

WORLD EDUCATION CENTER
FOR PROGRESSIVE JUDAISM
13 King David Street
Jerusalem, Israel
Tel: 02 - 232444

Eddie -

This was mailed
to me from the World
Union. It belongs to you,
not me.

It was good seeing
you in Israel. Sorry we didn't
get to say goodbye at Yach
Mordechai.

Hech

Herbert A. Friedman

From the

MONEY
MUTUAL OF NEW YORK

AGENCY AT 475 Park Ave. So.
New York, N.Y. 10016

Date: 10-11-74

Rabbi Herbert A. Friedman
c/o Union of American Hebrew Con.
838 5th Ave.
New York, N.Y. 10021

It was a pleasure to arrange the service you requested on this Mutual Of New York insurance.

If we can again be of any help to you, please let us know.

Sincerely,

POLICY NO.

Mrs. Bella Hodeda
FOR OFFICE SUPERVISOR

ENCLOSURES:

☒ Policy(ies)

☒ Rider (Please attach to your policy)



Rider attached to and forming part of Contract issued by
***The MUTUAL Life Insurance Company* OF NEW YORK**

Insured Rabb Herbert Friedman

Contract No. 1008 26 53

REDUCTION OF POLICY

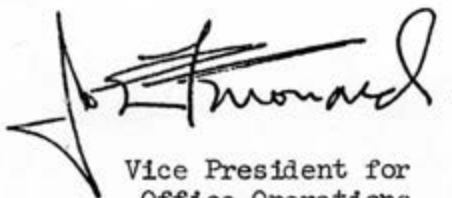
Upon request it is agreed that, as of July 30, 1974, the number of units of term insurance provided for in this Policy is hereby reduced from \$250,000.00 to \$ 100,000.00 and the amounts of any and all other pecuniary benefits accruing under this Policy are reduced in like proportion.

Future premiums for this Policy are changed to the following, subject to the provisions of the Policy:

Amounts \$ 1,608.00

Due Dates July 30, 1974, and the same day of each 12th month thereafter during the premium-paying period of this Policy. (If there is no such day in any such month, the due date shall be the last day of such month.)

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK


Vice President for
Office Operations

New York, N. Y. October 8, 1974
62-505

INSURED
HERBERT A. FRIEDMAN
POLICY NUMBER
1008-26-53 NY
PREMIUM PERIOD
1 YEAR

\$250,000
7-30-1973

FACE AMOUNT
POLICY DATE

The Company WILL PAY the Face Amount to the Beneficiary upon receipt of due proof that the Insured died on or before the first policy anniversary or during any renewal term, subject to the provisions on this and the following pages of this Policy.

This Policy may be renewed annually and the final term of renewal shall expire on the tenth policy anniversary.

Signed at the Home Office of The Mutual Life Insurance Company of New York —
1740 Broadway, New York, N.Y. 10019—on the date of issue.

James S. Bingay
JAMES S. BINGAY, President

Robert R. Stroud
ROBERT R. STROUD, Secretary

A GUIDE TO THE PROVISIONS OF THIS POLICY

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Beneficiary, Death Proceeds, and Rights	5
Dividends	5
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Settlement Options	6, 7
Specifications	3

*Endorsements Made At Issue Appear After "General Provisions".
Additional Benefits, If Any, Are Provided By Rider.*

A BRIEF DESCRIPTION OF THIS POLICY

This is a YEARLY RENEWABLE TERM POLICY. Insurance is payable in event of death on or before the first policy anniversary or during any renewal term. The Policy is exchangeable for other insurance. Annual dividends. Premiums are payable until the end of the Premium Period and during any renewal term.

HARRY K. GUTMANN ASSOC.
HARRY K. GUTMANN ALBERT B. WEIL
PERSONAL & BUSINESS LIFE INSURANCE
475 PARK AVE. SOUTH NEW YORK, N. Y. 10016
PHONE: (212) 725-0360

SPECIFICATIONS

INSURED HERBERT A FRIEDMAN

POLICY NUMBER 1008-26-53 NY \$250,000 FACE AMOUNT

PREMIUM PERIOD 1 YEAR 7-30-1973 POLICY DATE

ISSUE AGE 55 STANDARD CLASS 8-03-1973 DATE OF ISSUE

-SCHEDULE OF BENEFITS AND PREMIUMS-

BASIC-BENEFIT - TERM INSURANCE ANNUAL PREMIUM
\$3682.50 FOR 1 YEAR

PREMIUM AMOUNTS AND DUE DATES-

THE PREMIUM FOR THE POLICY CONSISTS OF THE APPLICABLE ANNUAL PREMIUM SHOWN ABOVE. THE AMOUNT OF THE FIRST PREMIUM IS \$3682.50.

THE AMOUNT OF ANNUAL RENEWAL PREMIUMS FOR THIS POLICY SHALL BE IN ACCORDANCE WITH THE TABLE BELOW. THE COMPANY WILL FURNISH THE RATES FOR AVAILABLE PREMIUM FREQUENCIES OTHER THAN ANNUAL ON REQUEST.

RENEWAL DATES	ANNUAL RENEWAL PREMIUMS
1ST POLICY ANNIVERSARY	\$4020.00
2ND POLICY ANNIVERSARY	\$4392.50
3RD POLICY ANNIVERSARY	\$4802.50
4TH POLICY ANNIVERSARY	\$5250.00
5TH POLICY ANNIVERSARY	\$5745.00
6TH POLICY ANNIVERSARY	\$6285.00
7TH POLICY ANNIVERSARY	\$6877.50
8TH POLICY ANNIVERSARY	\$7522.50
9TH POLICY ANNIVERSARY	\$8232.50

096 1YRT 34 55 P19 301 BENEF 57521

DEATH PROCEEDS

The proceeds payable at the death of the Insured shall be (a) the amount of any insurance then in force on his life, including any provided by additional benefit rider or endorsement, plus (b) any existing dividend deposits and any dividend that the Company may grant and credit in cash at the Insured's death, plus (c) if the Insured dies while the Policy is in force on a premium-paying basis, and if the last premium was not waived under any

provision for waiver of premiums, that part of the last premium as was paid for the part of the premium interval which extends beyond the policy month in which the Insured dies, less (d) if the Insured dies during the grace period of an overdue premium, an amount equal to one month's premium. Payment, in any case, will be subject to all of the provisions of this Policy.

BENEFICIARY

DETERMINATION OF BENEFICIARY—The beneficiary is as designated in the application for this Policy unless otherwise provided by endorsement at issue or unless subsequently changed as provided below.

Any reference in any beneficiary designation to a beneficiary living or surviving shall, unless otherwise provided, mean living on the earlier of (a) the day due proof of the Insured's death is received by the Company at its Home Office and (b) the 14th day after the Insured's death. The share of the death proceeds of any beneficiary who is not living on such earlier day will be payable to the remaining beneficiaries in the manner provided in such

beneficiary designation. If no beneficiary is then living and unless otherwise provided, the death proceeds will be payable to the Insured's executors or administrators.

CHANGE OF BENEFICIARY—Beneficiary changes may be made during the Insured's lifetime by written notice to the Company at its Home Office, but the Policy need not be presented for endorsement unless required by the Company. Any change shall take effect as of the date the notice was signed, upon acceptance and recording at the Home Office, subject to any payment made by the Company or action taken by it before receipt of the notice at the Home Office.

RIGHTS

During the Insured's lifetime, all rights under this Policy belong exclusively as designated in the application for this Policy unless otherwise provided by endorsement. Such rights include the right

to change the beneficiary, to assign, and all other rights, benefits, options, and privileges conferred by this Policy or allowed by the Company.

DIVIDENDS

While this Policy is in force, the share, if any, of the divisible surplus accruing on this Policy shall be determined by the Company and allotted as a dividend at the end of each policy year.

There will probably be no divisible surplus to allot as a dividend before the end of the fourth policy year.

Each dividend may be applied under one of the options below. Option 1 shall be automatic unless another is elected not later than 3 months after the date of allotment.

1. Dividend Deposit — Left on deposit with the Company.

Interest shall be added on each policy anniversary at the rate determined by the Company for each year, but never less than $2\frac{1}{2}\%$, and shall become part of the amount on deposit. Existing deposits shall be payable upon any termination of this Policy. At any time during the Insured's lifetime, any existing deposits may be surrendered for their cash value, which shall be the amount on deposit.

2. Cash — Paid in cash.

3. Premium Payment—Applied toward payment of a premium if the remainder is paid by the end of the grace period.

PREMIUM PAYMENTS AND GRACE PERIOD

Premiums after the first are payable on each due date specified on page 3 occurring before the end of the premium period, which shall be reckoned from the Policy Date. No premium is payable if its due date is on or after the date of the Insured's death.

Each such premium is payable to the Company, either at its Home Office or elsewhere, through any agent or other person authorized by the Company to collect premiums, but only in

exchange for a receipt signed by the Treasurer of the Company and by the person receiving the premium.

If any premium after the first is not paid on or before its due date, or within a grace period of 31 days thereafter, during which period this Policy shall continue in force, this Policy shall immediately terminate and have no further value.

SETTLEMENT OPTIONS

Death proceeds payable under this Policy may be settled under one of the following options instead of being paid in one sum, provided (a) the proceeds are at least \$1,000 and are payable to a natural person in his own right and (b) the payments under the option elected are also to be payable to such person (referred to below as the payee).

1. INTEREST INCOME—The Company will hold the proceeds as principal and will pay interest during the payee's lifetime. Interest will be at the rate determined by the Company for each year, but never less than 2¾% a year.

2. INCOME FOR SPECIFIED PERIOD—The Company will pay an income for the number of years elected, in accordance with this table showing the monthly income for each \$1,000 of proceeds. Payments may be increased by additional interest as determined by the Company for each year.

Years	1	2	3	4	5	6	7	8	9	10
Amount	\$84.37	42.76	28.89	21.96	17.80	15.03	13.06	11.58	10.42	9.50
Years	11	12	13	14	15	16	17	18	19	20
Amount	\$8.75	8.13	7.60	7.15	6.76	6.41	6.11	5.85	5.61	5.39

3. SINGLE LIFE INCOME — The Company will pay an income during the period certain elected and during the payee's remaining lifetime. The period certain elected may be (a) 0 years or (b) 10 years or (c) 20 years or (d) the period required for the total income payments to equal the proceeds (refund period certain). The income will be in the amount determined by the Company on the date the proceeds become payable, but not less than the minimum amount shown, for the period certain elected, in accordance with the Option 3 table on page 7.

4. INCOME OF SPECIFIED AMOUNT—The Company will pay an income of the amount elected, but not less each year than 7% of the proceeds, as long as the proceeds and interest last. Interest will be credited annually on the remaining proceeds at the rate determined by the Company for each year, but never less than 2¾%.

OTHER SETTLEMENT OPTIONS — The proceeds may be settled under any option not specified above that may be agreed to by the Company.

ELECTION OF SETTLEMENT—During the Insured's lifetime, one of the above options may be elected for proceeds payable by reason of his death, or a previous election changed, subject to the same conditions and effective in the same manner as a change of beneficiary.

The payee of any proceeds may elect one of these options within 1 month after the proceeds become payable provided the proceeds are payable in one sum and have not yet been paid. Election must be made by written notice to the Company at its Home Office.

PAYMENT PROVISIONS — A supplementary contract providing for the settlement will be issued when the proceeds are settled under one of these options. The date of the supplementary contract shall be the date of the Insured's death if the settlement was elected during the Insured's lifetime. Otherwise the supplementary contract shall bear the date the proceeds become payable.

Payments will be made monthly unless quarterly, semi-annual, or annual payments are requested in the election. However, if the payments elected would be less than \$10 each, payments on a less frequent basis may be made at the Company's option.

To obtain the amount of other than monthly payments, multiply the monthly payment by the appropriate factor.	Annual	Semi-Annual	Quarterly
OPTION 2	11.85	5.97	2.99
OPTION 3—0 Years Certain	11.68	5.90	2.97
OPTION 3—20 Years Certain, or Refund Period Certain	11.80	5.95	2.99
OPTION 3—10 Years Certain	11.74	5.92	2.97

The first payment under Option 2, 3, or 4 will be due as of the date of the supplementary contract. The first payment under Option 1 will be due 1, 3, 6, or 12 months after such date, depending on whether payments are monthly, quarterly, semi-annual, or annual.

Before making payment under Option 3, the Company will require evidence satisfactory to it of the age of the person during whose lifetime payments are to be made.

After the date of the supplementary contract, the settlement cannot be modified or terminated before all payments required by its terms have been made, except as provided below and except as approved by the Company at the time of election of the settlement and upon such terms as it shall then consider necessary.

At the payee's death, any settlement under Option 1, 2, 3, or 4 will terminate. Any amount specified below for that option will be paid in one sum to the payee's executors or administrators, unless otherwise elected within such limitations as the Company shall consider necessary:

Option 1—The principal with any interest to date of death.

Option 2—The commuted value, based on interest at 2¾% a year, compounded annually, of any future income payments for the specified period.

Option 3—The commuted value, based on interest at the rate or rates assumed in computing the amount of income, compounded annually, of any future income payments for the specified period certain.

Option 4—The unpaid proceeds and interest to date of death.

SETTLEMENT OPTIONS (continued)

OPTION 3 — MINIMUM MONTHLY INCOME FOR EACH \$1,000 OF PROCEEDS

The life income shown is based on the payee's age at nearest birthday on the due date of the first income payment.

MALE PAYEE

AGE	0 Years Certain	10 Years Certain	20 Years Certain	Refund Period Certain	AGE	0 Years Certain	10 Years Certain	20 Years Certain	Refund Period Certain	AGE	0 Years Certain	10 Years Certain	20 Years Certain	Refund Period Certain
10*	\$2.69	\$2.69	\$2.69	\$2.68	35	\$3.36	\$3.35	\$3.32	\$3.29	60	\$5.70	\$5.45	\$4.80	\$5.07
11	2.71	2.70	2.70	2.69	36	3.40	3.40	3.36	3.33	61	5.88	5.60	4.87	5.19
12	2.72	2.72	2.72	2.71	37	3.45	3.44	3.40	3.37	62	6.07	5.75	4.93	5.32
13	2.74	2.74	2.73	2.73	38	3.50	3.49	3.45	3.42	63	6.28	5.90	4.99	5.46
14	2.76	2.75	2.75	2.74	39	3.56	3.55	3.49	3.46	64	6.50	6.08	5.05	5.61
15	2.77	2.77	2.77	2.76	40	3.62	3.60	3.54	3.51	65	6.73	6.26	5.10	5.76
16	2.79	2.79	2.78	2.78	41	3.68	3.66	3.59	3.56	66	6.99	6.42	5.15	5.93
17	2.81	2.81	2.80	2.79	42	3.74	3.72	3.64	3.61	67	7.26	6.59	5.19	6.10
18	2.83	2.83	2.82	2.81	43	3.81	3.78	3.70	3.66	68	7.56	6.78	5.23	6.29
19	2.85	2.85	2.84	2.83	44	3.88	3.85	3.75	3.72	69	7.88	6.96	5.26	6.48
20	2.87	2.87	2.87	2.85	45	3.95	3.92	3.81	3.78	70	8.22	7.16	5.29	6.69
21	2.90	2.89	2.89	2.88	46	4.03	3.99	3.87	3.84	71	8.59	7.35	5.32	6.91
22	2.92	2.92	2.91	2.90	47	4.12	4.07	3.93	3.90	72	8.99	7.54	5.33	7.15
23	2.95	2.94	2.94	2.92	48	4.20	4.15	3.99	3.97	73	9.42	7.74	5.35	7.40
24	2.97	2.97	2.96	2.95	49	4.29	4.23	4.05	4.04	74	9.89	7.92	5.36	7.66
25	3.00	3.00	2.99	2.97	50	4.39	4.32	4.12	4.11	75	10.40	8.11	5.37	7.94
26	3.03	3.02	3.01	3.00	51	4.49	4.41	4.19	4.19	76	10.95	8.29	5.38	8.25
27	3.06	3.05	3.04	3.03	52	4.60	4.51	4.25	4.27	77	11.54	8.45	5.38	8.56
28	3.09	3.09	3.07	3.05	53	4.71	4.61	4.32	4.35	78	12.19	8.61	5.39	8.90
29	3.12	3.12	3.10	3.08	54	4.83	4.71	4.39	4.44	79	12.90	8.76	5.39	9.27
30	3.16	3.15	3.14	3.12	55	4.95	4.83	4.46	4.53	80	13.66	8.89	5.39	9.65
31	3.19	3.19	3.17	3.15	56	5.08	4.94	4.53	4.63	81	14.50	9.00	5.39	10.07
32	3.23	3.23	3.21	3.18	57	5.22	5.06	4.60	4.73	82	15.40	9.11	5.39	10.52
33	3.27	3.27	3.24	3.22	58	5.37	5.19	4.67	4.84	83	16.39	9.19	5.39	10.98
34	3.31	3.31	3.28	3.25	59	5.53	5.32	4.74	4.95	84	17.47	9.26	5.39	11.49
										85†	18.65	9.32	5.39	12.04

*and under

†and over

FEMALE PAYEE

AGE	0 Years Certain	10 Years Certain	20 Years Certain	Refund Period Certain	AGE	0 Years Certain	10 Years Certain	20 Years Certain	Refund Period Certain	AGE	0 Years Certain	10 Years Certain	20 Years Certain	Refund Period Certain
10*	\$2.63	\$2.63	\$2.63	\$2.62	35	\$3.17	\$3.17	\$3.15	\$3.13	60	\$5.02	\$4.92	\$4.57	\$4.66
11	2.64	2.64	2.64	2.64	36	3.21	3.20	3.19	3.17	61	5.17	5.05	4.64	4.77
12	2.66	2.66	2.65	2.65	37	3.25	3.24	3.22	3.20	62	5.33	5.19	4.72	4.89
13	2.67	2.67	2.67	2.66	38	3.29	3.28	3.26	3.24	63	5.50	5.33	4.79	5.01
14	2.69	2.68	2.68	2.68	39	3.33	3.32	3.30	3.28	64	5.68	5.49	4.87	5.15
15	2.70	2.70	2.70	2.69	40	3.37	3.36	3.34	3.32	65	5.88	5.65	4.94	5.29
16	2.72	2.72	2.71	2.71	41	3.41	3.41	3.38	3.36	66	6.09	5.82	5.00	5.43
17	2.73	2.73	2.73	2.72	42	3.47	3.46	3.42	3.40	67	6.32	5.99	5.06	5.59
18	2.75	2.75	2.74	2.74	43	3.52	3.51	3.47	3.44	68	6.57	6.18	5.12	5.75
19	2.77	2.77	2.76	2.75	44	3.57	3.56	3.52	3.49	69	6.83	6.37	5.17	5.93
20	2.78	2.78	2.78	2.77	45	3.63	3.61	3.57	3.54	70	7.12	6.56	5.22	6.12
21	2.80	2.80	2.80	2.79	46	3.69	3.67	3.62	3.59	71	7.44	6.77	5.25	6.32
22	2.82	2.82	2.82	2.81	47	3.75	3.73	3.67	3.65	72	7.78	6.98	5.29	6.53
23	2.84	2.84	2.84	2.83	48	3.82	3.80	3.73	3.70	73	8.14	7.19	5.31	6.76
24	2.87	2.86	2.86	2.85	49	3.89	3.86	3.79	3.76	74	8.55	7.40	5.34	7.00
25	2.89	2.89	2.88	2.87	50	3.96	3.94	3.85	3.83	75	8.98	7.62	5.35	7.26
26	2.91	2.91	2.90	2.89	51	4.04	4.01	3.91	3.89	76	9.46	7.83	5.37	7.54
27	2.93	2.93	2.93	2.91	52	4.12	4.09	3.98	3.96	77	9.98	8.03	5.38	7.83
28	2.96	2.96	2.95	2.94	53	4.21	4.18	4.05	4.03	78	10.54	8.23	5.38	8.15
29	2.99	2.98	2.97	2.96	54	4.31	4.26	4.12	4.11	79	11.16	8.42	5.39	8.49
30	3.01	3.01	3.00	2.99	55	4.41	4.36	4.19	4.19	80	11.84	8.60	5.39	8.85
31	3.04	3.04	3.03	3.02	56	4.51	4.46	4.26	4.27	81	12.59	8.76	5.39	9.25
32	3.07	3.07	3.06	3.04	57	4.63	4.57	4.34	4.36	82	13.40	8.90	5.39	9.66
33	3.10	3.10	3.09	3.07	58	4.75	4.68	4.41	4.46	83	14.30	9.03	5.39	10.11
34	3.14	3.13	3.12	3.10	59	4.88	4.80	4.49	4.56	84	15.28	9.13	5.39	10.60
										85†	16.36	9.22	5.39	11.11

*and under

†and over

GENERAL PROVISIONS

THE CONTRACT—This Policy has been issued in consideration of the application and of the payment of premiums as provided. The Policy and the application (copy of which is attached and made a part of the Policy) constitute the entire contract.

STATEMENTS IN APPLICATION — All statements made in the application shall be deemed representations and not warranties. No such statements shall invalidate this Policy or be used in defense to a claim under the Policy, unless contained in the written application and unless a copy of the application is attached to this Policy when issued.

DATES AND POLICY PERIODS — Where dates are shown the numerals represent month-day-year, in that order. Years, months, and anniversaries are reckoned from the Policy Date, unless otherwise indicated. Each policy month begins on the same date in each calendar month as that specified in the Policy Date (when there is no same date, on the last day of the calendar month).

INCONTESTABILITY — This Policy shall be incontestable after it has been in force during the lifetime of the Insured for 2 years from its date of issue, except for non-payment of premiums and except as to any provision for waiver of premiums.

MISSTATEMENT OF AGE — If the Insured's age has been misstated, any amount payable by the Company at any time shall be such as the premium would have purchased at the correct age.

SUICIDE — In event of the suicide of the Insured within 2 years after the date of issue, the amount payable by the Company shall be limited to the amount of the premiums paid.

PREMIUM INTERVAL CHANGE — The interval of payment for future premiums may be changed to annual in accordance with the premium schedule in effect at the date of issue, provided the resulting premium amount and due dates are satisfactory to the Company.

Such change shall be effective upon acceptance by the Company of payment of the premium for the new interval or upon receipt by the Company of written request for such change.

ASSIGNMENT — The Company shall not be charged with notice of any assignment of any interest in this Policy until the original assignment or a certified copy has been filed with the Company at its Home Office.

The Company assumes no responsibility as to the validity or effect of any assignment and may rely solely on the assignee's statement as to the amount of his interest.

The interest of any beneficiary or other person shall be subordinate to any assignment, regardless of when the assignment was made, and the assignee shall receive any sum payable to the extent of his interest.

POLICY PAYMENT — All sums payable by the Company are payable at its Home Office. In any settlement of this Policy, the Company may require return of this Policy.

Due proof of death or disability must be submitted to the Company at its Home Office on forms furnished by it.

RELATIONSHIPS—Relationships used in any beneficiary or other designation shall refer to the Insured unless the wording of the designation indicates otherwise.

AUTHORITY — No agent or other person, except the President, a Vice-President, or a Secretary of the Company, has authority to accept any representations or information not contained in the written application for this Policy, or to modify or enlarge this contract, or to waive any requirement in this contract.

ENDORSEMENTS

(Endorsements may be made only by the Company, and any on this page were made when this Policy was issued, unless otherwise stated.)

COPY OF APPLICATION

NOTE—Please examine this copy carefully since it is a part of the contract. If any error or omission is found, send full details immediately, with the number of this Policy, to the Home Office of the Company.

LIFE—AMENDMENT TO APPLICATION

For Home Office Use Only
FILE WITH APPLICATION
FOR POLICY ISSUE DIV.

P. L. 197-8 Rev. (4-70)

This advice does not modify or change any existing rules

To Agency # 96	From POLICY ISSUE DIVISION	Date 8/3/73
--------------------------	--------------------------------------	-----------------------

The policy referred to below must not be delivered or the first premium accepted until and unless the "amendment" below has been signed with exactly the same signatures as appear on the copy of the "amendment" attached to the policy.
This form, when properly signed, is to be returned to the Policy Issue Division.
Please note that the date of signing of this form must be inserted in the copy attached to the policy.

AMENDMENT TO APPLICATION FOR LIFE INSURANCE

To The **MUTUAL Life Insurance Company OF NEW YORK**

The undersigned hereby accept Policy No. 1008-26-53 Insured RABBI HERBERT A. FRIEDMAN

The Policy has been issued as checked in the table below and in that respect differs from the Policy applied for:

PLAN <input type="checkbox"/> _____ instead of _____		AMOUNT <input type="checkbox"/> \$ _____ instead of \$ _____ (initial face amount, if a Keyman Policy)	
ADDITIONAL BENEFITS The benefit checked has <i>not</i> been issued: <input checked="" type="checkbox"/> Waiver of Premium <input type="checkbox"/> Accidental Death <input type="checkbox"/> Children's Term <input type="checkbox"/> Mort. Pro. Decreasing Term <input type="checkbox"/> Jt. Mort. Pro. Decreasing Term <input type="checkbox"/> Straight-Line Decreasing Term <input type="checkbox"/> Wife's Term <input type="checkbox"/> Purchase Option <input type="checkbox"/> Applicant's Waiver of Premium <input type="checkbox"/> Premium Protection <input type="checkbox"/>		MISCELLANEOUS <input type="checkbox"/> WAR AND AVIATION LIMITATIONS INCLUDED — For limitations on coverage see endorsements attached to Policy. <input type="checkbox"/> AVIATION LIMITATIONS INCLUDED — For limitations on coverage see endorsement attached to Policy. <input type="checkbox"/> Frequency of premium payments is _____ instead of _____ <input type="checkbox"/> Beneficiary determined as of Insured's death — 14-day clause inapplicable. <input type="checkbox"/> Beneficiary, rights or settlement of proceeds — See Policy. <input type="checkbox"/>	
CLASSIFICATION Policy issued: <input type="checkbox"/> on Special Class basis with higher than standard premiums <input type="checkbox"/> on Standard Class basis with premiums increased temporarily by extra amount <input type="checkbox"/> with an extra premium rating for: <input type="checkbox"/> Waiver of Premium Benefit <input type="checkbox"/> Accidental Death Benefit <input type="checkbox"/>			

It is agreed that the application on which the above Policy was issued shall be considered amended so as to request the Policy as issued. The undersigned certify that a full and complete copy of this amendment to the application is attached to the Policy and has been dated this date. Date _____ 19____

SIGNATURE OF PERSON WHO WILL PAY PREMIUMS (IF OTHER THAN INSURED)	RABBI HERBERT A. FRIEDMAN
	SIGNATURE OF INSURED, OR APPLICANT IF JUVENILE INSURANCE. (ALWAYS REQUIRED)
	SIGNATURE OF PARENT OR GUARDIAN (REQUIRED IF INSURED UNDER AGE 15 AND NOT JUVENILE INSURANCE)

PART I Life Insurance Application To The **MUTUAL Life Insurance Company OF NEW YORK**

IMPORTANT NOTICE—Be sure all questions in all parts of the application are answered completely and accurately, since the application is the basis of the insurance contract and will become part of any policy issued.

1. Insured's Full Name (Give title as Mr., Dr., Rev., Hon., etc.) Sex RABBI HERBERT A. TRIEDMAN M				13. Face Amount \$ 250,000 Plan YRT																									
2. Single <input type="checkbox"/> Married <input checked="" type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/>				Accidental Death <input type="checkbox"/> Applicant's W.P. (Complete 3320) <input type="checkbox"/> Children's Term <input type="checkbox"/> <input type="checkbox"/> Purchase Option <input type="checkbox"/> <input type="checkbox"/>																									
3. Ins. Age 55	Date of Birth Mo., Day, Yr. 9-25-18	Place of Birth NEW HAVEN CONN	Social Sec. No. - - -units of Wife's Term on wife, \$.....initial amt. Decreasing Term.....years (Joint <input type="checkbox"/>) (Mort. Pro. <input type="checkbox"/>) (Straight-Line <input type="checkbox"/>) Note: Waiver of Premium automatically included on qualified issues																									
4. Addresses last 5 yrs. (St.-City-State-Zip Code-County) Yrs.				14. Auto. Prem. Loan provision operative if available? Yes <input type="checkbox"/> No <input type="checkbox"/>																									
Home: Present 15 BEN GABRIEL ST. JER-SELEM 2				15. Divi- Additions (for other than term) <input type="checkbox"/> dend Reduce premium, if applicable, otherwise <input checked="" type="checkbox"/> Option Deposits <input type="checkbox"/> One Year Term <input type="checkbox"/> Supplemental Protection (Keyman Policy only) <input type="checkbox"/>																									
Former 200 CENTRAL PARK SOUTH 8				16. Beneficiary—For children's, wife's or joint insurance as provided in contract; for other insurance as follows, subject to policy's beneficiary provisions:																									
Business: Present 838 5th Av., New York, N.Y. 10022/REGON Just				Name and Relationship to Insured <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>(Name)</th> <th>(Relationship)</th> <th>if living, if not</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td>UNION OF AMERICAN HEBREW CONG-</td> <td></td> <td></td> </tr> <tr> <td>2nd</td> <td>REGATIONS AND THE HEBREW</td> <td></td> <td></td> </tr> <tr> <td></td> <td>UNION COLLEGE - JEWISH INSTITUTE</td> <td></td> <td></td> </tr> <tr> <td>3rd</td> <td>OF RELIGION, EQUALLY -</td> <td></td> <td></td> </tr> <tr> <td></td> <td>EMPLOYERS</td> <td></td> <td></td> </tr> </tbody> </table>			(Name)	(Relationship)	if living, if not	1st	UNION OF AMERICAN HEBREW CONG-			2nd	REGATIONS AND THE HEBREW				UNION COLLEGE - JEWISH INSTITUTE			3rd	OF RELIGION, EQUALLY -				EMPLOYERS		
	(Name)	(Relationship)	if living, if not																										
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	UNION COLLEGE - JEWISH INSTITUTE																												
3rd	OF RELIGION, EQUALLY -																												
	EMPLOYERS																												
Former 1290 Av. of Americas 20				the executors or administrators of: Insured <input type="checkbox"/> Other (Specify in Remarks) <input checked="" type="checkbox"/> Joint beneficiaries will receive equally or survivor, unless otherwise specified.																									
Mailed to: Home <input type="checkbox"/> Business <input checked="" type="checkbox"/>				17. Rights—During Insured's lifetime all rights belong to: Insured <input type="checkbox"/> Other (Specify in Remarks) <input checked="" type="checkbox"/> (After Insured's death as provided in contract on wife's insurance.)																									
5. a) Occupations last 5 yrs. Present EXECUTIVE		Describe Exact Duties FUND-RAISING FOR UNION - COLLEGE		18. Premium Frequency..... Amount Paid \$.....																									
Former EXEC. VICE PRES.		UNITED JEWISH APPEAL		REMARKS [Include details (company, date amt., etc.) questions 5c, 9, 10, 11 and 12 answered Yes] ALL RIGHTS TO BENEFICIARIES EQUALLY AND JOINTLY																									
b) Employer UNION OF AMERICAN HEBREW CONGREGATIONS		c) Any change contemplated? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<div style="font-size: 4em; font-family: cursive;">F2</div>																									
6. Total Life Insurance in Force \$ 150,000 None <input type="checkbox"/>		7. Have you ever been rejected, deferred or discharged by the Armed Forces for medical reasons or applied for a government disability rating? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																											
8. a) In the past 3 years have you ever:		1. Operated, been a crew member of, or had any duties aboard any kind of aircraft? <input type="checkbox"/> <input checked="" type="checkbox"/> 2. Engaged in underwater diving below 40 feet, parachuting, auto or motorcycle racing, or other hazardous activities? <input type="checkbox"/> <input checked="" type="checkbox"/> 3. Had your driver's license suspended or revoked or been charged with more than one speeding violation? <input type="checkbox"/> <input checked="" type="checkbox"/>																											
b) In the future, do you intend to engage in any activities mentioned in 1 and 2 of a) above? <input type="checkbox"/> <input checked="" type="checkbox"/>		(If "Yes" to any of 7 or 8 complete Supplemental Form)																											
9. Will coverage applied for replace any life insurance? <input type="checkbox"/> <input checked="" type="checkbox"/>		10. Are any other applications pending or contemplated? <input type="checkbox"/> <input checked="" type="checkbox"/>																											
11. Has an application for insurance or reinstatement ever been declined, postponed, modified or rated? <input type="checkbox"/> <input checked="" type="checkbox"/>		12. Do you intend going to a foreign country? <input type="checkbox"/> <input checked="" type="checkbox"/>																											

I agree that: (1) No one but the Company's President, a Vice-President or Secretary has authority to accept information not contained in the application, to modify or enlarge any contract, or to waive any requirement. (2) Except as otherwise provided in any conditional receipt issued, any policy issued shall take effect upon its delivery and payment of the first premium during the lifetime of each person to be insured. Due dates of later premiums shall be as specified in the policy.

Dated at New York, N.Y. on June 7, 1973
 Countersigned by Herbert A. Friedman Signature of Insured Herbert A. Friedman
2010 Underwriter (Licensed Resident Agent)
 Signature of Applicant (If other than insured) who agrees to be bound by the representations and agreements in this and any other part of this application Union of American Hebrew Congregations
 President-Elect Herbert A. Friedman (Relationship)
 838 Fifth Ave. New York, NY 10021 (Address of Applicant)

The **MUTUAL** Life Insurance Company OF NEW YORK

1. Name of Person Examined? Herbert A. Friedman		Date of Birth? 9/25/18	Occupation? Rabbi	Agent's Name?
2. What doctors, clinics or hospitals have you visited in the last five years for examination, treatment or consultations?				
Dates	Doctor, Clinic or Hospital	Street & No., City & State		Reason for Visit
2 YRS.	PAUL ROZEN (Gastro enterologist)	KING GEORGE ST. JERUSALEM ISRAEL		He verticillitis - several months ago. He has had several general check ups. "Bad" 3 days. B.A. Berman No subsequent treatment. No recurrence of symptoms.
63-71	IRA HOFFMAN	515(?) PARK AVE.		He minor ailments. Annual Exams.

3. Have you ever had any known indication of, or been treated for, any of the following (underline applicable disorder)

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| a) Cancer, tumor or cyst? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Heart trouble, heart murmur or rheumatic fever? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Chest pain, pressure in the chest or shortness of breath? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) High blood pressure? (If yes list drugs prescribed and dates taken) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Tuberculosis or any disease of the lungs? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Diabetes, goiter or any glandular disorder? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Ulcer, liver or gall bladder disease, or any intestinal ailment? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h) <u>Back pain</u> , arthritis or any disease of bones, joints, muscles or nerves? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i) Fainting spells, epilepsy, paralysis or any mental or nervous disorder? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j) Asthma, other allergy or any skin disorder? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| k) Disorder of <u>kidneys</u> , bladder, prostate, breast, pelvic or genital organs? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| l) Disorder of eyes, ears, nose, throat or sinuses? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| m) Varicose veins, hemorrhoids, hernia or rectal disorder? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| n) Other disorder, illness or injury? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| o) Alcoholism or drug habit? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

4. Have you ever

- | | | |
|---|-------------------------------------|-------------------------------------|
| a) Been hospitalized or had a surgical operation performed or advised? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Had an x-ray, EKG or other special test? (Specify which and give result if known) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Made claim for disability under an insurance contract or applied for compensation or retirement based on accident or sickness? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

5. Have you been under medication or on a special diet in the past year?

☐ Yes ☒ No

6. Your family history? - Living		Deceased	
Age	Health (cause if not good)	Age	Cause
Mother		64	Heart Failure. Also had diabetes
Father		79	D.H.
Brothers and Sisters	53 } Good 50 }	None	

Give full details of all yes answers. Include dates, names and addresses of all doctors consulted, and results of tests.

Q. No.

39. GB removed about 15 yrs ago.
Dental calculus 1 x 1/2 cm.

3H - Accident 12 yrs ago - result
disc - Recurrent pain in back
1 leg for some years. When pain
occurs he wears brace - never
discontinues work. R - DAVON
No doctors consulted for many years
Mixed back pain. 1-2 yrs.

3K. Kidney Stone attacks 9 yrs ago
Urea stopped + it was assumed
disappeared. DR RAPPAPORT
TEL AVIV. No X-rays.

4A - Appendectomy 1 GB

4B - GB age 12
B.A. Berman
Chest - routine all OK.

So far as may be lawful, I waive for myself and all persons claiming an interest in any insurance issued on this application, all provisions of law forbidding any physician or other person who has attended or examined me, or who may attend or examine me, from disclosing any knowledge or information which he thereby acquired.

I represent the statements and answers in this and in any other part of this application to be true and complete to the best of my knowledge and belief, and offer them to the Company for the purpose of inducing it to issue the policy or policies and to accept the payment of premiums thereunder. I also agree that payment of the first premium (if after this date) shall be a representation by me that such statements and answers would be the same if made at the time of such payment.

dated at **NY** on **6/7** 19 **73**

Witnessed by **Norman J. Heil** M.D.

Signature of

Person Examined

(S. of Parent or Guardian for Person Examined who is under 15)

RIDER attached to and forming a part of Contract No. 1008-26-53

issued by

The MUTUAL Life Insurance Company OF NEW YORK

ENDORSEMENTS

(Endorsements may be made only by the Company, and any on this rider were made when this Policy was issued, unless otherwise stated.)

BENEFICIARY AND RIGHTS

The death proceeds shall be payable as follows:

1/2 to Union of American Hebrew Congregations, New York, New York, or its successors.

1/2 to The Hebrew Union College, Jewish Institute of Religion, New York, New York, or its successors.

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

Robert K. Stroud
Secretary

RIGHTS: During the Insured's lifetime, all rights belong exclusively to the following: said Union of American Hebrew Congregations or its successors jointly with said Hebrew Union College Jewish Institute of Religion, or its successors.

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK
57-521

Robert K. Stroud
Secretary

REINSTATEMENT

If any premium is not paid by the end of the grace period, this Policy may be reinstated at any time within 5 years after the due date of the premium first in default upon (1) evidence satisfactory

to the Company of the Insured's insurability and (2) payment of such overdue premiums as the Company may require with compound interest at 5% a year.

RENEWAL OF POLICY

ELECTIVE RENEWAL — This Policy may be renewed without evidence of insurability on any renewal date if all premiums for the expiring term have been paid, all as provided below.

RENEWAL DATES — Each policy anniversary before the earlier of (a) the 10th policy anniversary and (b) the date of issue of any policy issued under the Automatic Issuance of New Policy provision below.

TERM OF RENEWAL — The term of any renewal shall be for a period of 1 year. The first renewal term shall begin on the first renewal date and any further renewal on the corresponding renewal date.

RENEWAL PREMIUMS — Premiums shall be due during any renewal term on the renewal date on which the term begins and thereafter until the end of such term at the same frequency as they were last payable during the preceding term.

ELECTION TO RENEW — This Policy will be renewed only by payment of the first premium of the renewal term on or before the last day of the expiring term or during a grace period of 31 days thereafter. The Policy need not be presented for endorsement unless required by the Company.

DEFINITION OF AGE 60 AND AGE 65 — "Age 60" and "age 65", where referred to in this section, shall mean the policy anniversaries nearest the Insured's 60th and 65th birthdays, respectively.

AUTOMATIC RENEWAL AND AUTOMATIC ISSUANCE OF NEW POLICY — This provision is applicable only if (a) immediately before a policy anniversary there is in force under this Policy a provision for waiver of premiums in the event of the Insured's total disability, (b) the Insured became totally disabled as defined in such provision on or before such policy anniversary and before age 65 and (c) due proof is received by the Company at its Home Office during the month after such policy anniversary that such disability has continued without interruption for at least six months through such policy anniversary.

A. Automatic Renewal (applicable if such anniversary is a Renewal Date)

1. Disability Beginning Before Age 60

The Policy will be automatically renewed if such disability

began before age 60 and if such anniversary occurs before age 65.

2. Disability Beginning Between Ages 60 and 65

The Policy will be automatically renewed if such disability began on or after age 60 and before age 65, and if such anniversary occurs before age 65 or during a period of 2 years from the beginning of such disability, if such period extends beyond age 65.

The Term of Renewal and Renewal Premiums shall be the same as if the renewal were elective. The waiver of any premiums for the Renewal Term shall be subject to the terms of the waiver of premiums provision.

B. Automatic Issuance of New Policy (applicable if disability began before age 60)

On the earlier of the tenth policy anniversary and age 65, the Company will automatically issue a new policy as of such anniversary provided the total disability for which the premiums are being waived began before age 60.

The new policy will be for the same face amount on the whole life plan with level face amount and level premiums payable for life. It will contain the corresponding waiver of premiums provision, if any, being regularly issued by the Company on its date of issue. The waiver of any premiums for the new policy shall be subject to such corresponding provision. However, any premium for the new policy which would be waived in accordance with such a waiver of premiums provision, except solely for the fact that total disability began prior to the new policy's date of issue, shall be waived. The new policy will have the provisions and premiums then in use by the Company for the Insured's age at nearest birthday on its date of issue and for the class of risk to which he belonged on the date of issue of this Policy, except that no additional benefits other than a waiver of premiums provision will be included in the new policy and the Company may include in the new policy such provisions limiting death or disability benefits as may be included in (a) this Policy or (b) policies of the same plan and amount being regularly issued on the date of issue of the new policy to standard risks of the Insured's sex and then attained age.

POLICY CHANGES

At any time during the period of term insurance, if all past due premiums have been paid, this Policy may be exchanged for a policy on another plan based on the Insured's life, either as of Attained Age or Original Date, all as provided below. (This Policy may also be renewed as provided on page 9.)

(a) Attained Age — This Policy may be exchanged for a policy of the same face amount on any individual level premium life or endowment insurance plan (except term insurance) being regularly issued by the Company on the date of exchange for that amount to the class of risk to which the Insured belonged on the date of issue of this Policy.

No evidence of insurability will be required for such change provided the amount of insurance in force under the new policy (exclusive of any amount provided by dividend additions) will never be greater than the amount of term insurance being exchanged. Except as provided in the next paragraph, any additional benefit may be included only with the approval of the Company at the date of exchange and subject to such requirements as it shall then consider necessary.

If on the date of exchange there is in force under this Policy a provision for waiver of premiums or for an accidental death benefit, the new policy may include the provision for the corresponding benefit, if any, then being regularly issued by the Company. However, if the benefit corresponding to waiver of premiums is to be included (a) the Insured's age at nearest birthday must not then be over 60 years, (b) he must not then be totally disabled as defined in the waiver of premiums provision in this Policy, and (c) the new policy must be on a plan with premiums

payable for life. If the benefit corresponding to the accidental death benefit is to be included, the Insured's age at nearest birthday must not then be over 65 years.

The new policy will be issued as of the date of exchange, which shall be the date on which this Policy is surrendered to the Company with the application for change. The new policy will have the provisions and premiums then in use by the Company for the Insured's age at nearest birthday on the date of exchange and for the class of risk to which he belonged on the date of issue of this Policy, except that additional benefits will be included in the new policy only as provided above and the Company may include in the new policy such provisions limiting death or disability benefits as may be included in (a) this Policy or (b) policies of the same plan and amount being regularly issued on the date of exchange to standard risks of the Insured's sex and then attained age.

(b) Original Date — This Policy may be exchanged as of its original date for a policy on another plan, subject to approval by the Company and to payment of such cost and furnishing of such requirements as it shall consider necessary.

No evidence of insurability will be required for such change provided the amount of insurance in force under the new policy (exclusive of any amount provided by dividend additions) will never be greater than the amount of term insurance being exchanged and the new policy is on a plan (other than term insurance) regularly issued by the Company at the original date of this Policy to the same class of risk and contains no provision for waiver of premiums or other additional benefits.

This is a YEARLY RENEWABLE TERM POLICY. Insurance is payable in event of death on or before the first policy anniversary or during any renewal term. The Policy is exchangeable for other insurance. Annual dividends. Premiums are payable until the end of the Premium Period and during any renewal term.

The Union of American Hebrew Congregations

838 FIFTH AVENUE, NEW YORK, N. Y. 10021

November 26, 1974

Rabbi Herbert A. Friedman
World Education Center for
Progressive Judaism
13 King David Street
Jerusalem, Israel

Dear Herb:

Your note of the 18th just arrived and Josh Dwork already has a copy of the September 5th handwritten memo from you.

We are still awaiting receipt of the contract with your signature. Matt Ross forwarded the document to Herb Ross for examination and Herb was to have forwarded it to you for signature. I hope we may expect it shortly.

With fondest regards from house to house, I am

Sincerely,

Alexander M. Schindler

WORLD EDUCATION CENTER FOR PROGRESSIVE JUDAISM

13 King David Street
Jerusalem, Israel
Tel: 02--232444

November 18, 1974

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York
N.Y. 10021
USA

Dear Alex:

While all of the legal documents flow between Herb Rose and Matt Ross, I would appreciate it if you could give the necessary instructions to Josh Dwork, to set up a schedule of salary payments to me, as we agreed.

I left a basic memo, containing a schedule of payments, with you. I am enclosing another copy.

If you will simply give Dwork the O.K., I will write him a note with instructions as to where to deposit the monthly checks.

Hope you are feeling well, and taking enough time for yourself for necessary rest and recreation.

As ever,



Herbert A. Friedman

Encl.

Director of Planning and Development:
Rabbi Herbert A. Friedman

Sponsoring Organizations:
Hebrew Union College-Jewish Institute of Religion - Union of American Hebrew Congregations
World Union for Progressive Judaism - Central Conference of American Rabbis

5 Sept 74

Memo + Schedule

I. Total Liability, as of 31 Jan. 75 - \$79,166.66

Advance drawn Oct. 73 - \$5000

Further advance Sept. 74 - 1116.66 6,166.66

Balance 73,000

1975

Jan. \$3000; 11 months x \$2000 = 25,000

1976

12 months x 2000 = 24,000

1977

12 months x 2000 = 24,000

73,000

II. Suspend further financial liability for remaining 11 months of 1975

III. If activity ceases at end of 1975, there is no severance liability.

IV. If activity continues, basic contract goes back in force.

V. Any contributions obtained during the period of 1975 shall be counted to my credit, for contract purposes.

Herbert A. Friedman

September 20, 1974

Rabbi Alfred Gottschalk
President, HUC-JIR
3101 Clifton Avenue
Cincinnati, Ohio 45220

Dear Fred:

I sent Matt Ross a copy of the written statement which Herb Friedman left with us summarizing his agreement. It may well be that Matt will want to put the details into more formal language rather than attach the hand-written note as an addendum to our contract with Herb.

In any event, some payment will have to be made to Herb beginning on February 1, 1975. How do you think these payments should be made? Since you have a payroll in Israel and he lives in Israel it might perhaps be better for the College-Institute to assume the payments, billing us for one-half. Or, we can make the payments and handle them in much the same manner in which we handle his travel and other sundry expenses. Whatever you decide is fine with me, just let me know your wishes.

With warmest regards, I am

Sincerely,

Alexander M. Schindler

see MHR

JP

September 20, 1974

Rabbi Alexander M. Schindler

Matthew H. Ross

Enclosed is a copy of a handwritten memo from Herb Friedman summarizing arrangements discussed on September 5th here in New York. Do you feel it is necessary to translate the arrangements into more formal language for inclusion in the contract?

September 5, 1974

Rabbi Alexander M. Schindler

Joshua M. Dwork

Rabbi Alfred Gottschalk

Will you please issue a check in the amount of \$1,166.66 to Rabbi Herbert A. Friedman. This represents an advance payment to him.

He will be in the building before Noon on Friday, September 6th and I would be grateful if you could get the check to me by that time.
Many thanks.

Given to RAB
9/6/74

5 Sept 74

cc: Rabbi Alfred Gottschalk
Rabbi Alexander M. Schindler

Memo
Schedule with HUC-VAHC

I. Total Liability, as of 31 Jan 75 - \$79,166.66

Advance drawn	Oct. 73 -	5000	
Further advance	Sept 74 -	1166.66	6,166.66

73,000

1975

Jan. \$3000 ; 11 months x \$2000 = 25,000

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12 months x 2000 = 24,000

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III. If activity ceases at end of 1975, there is no severance liability.

IV. If activity continues, basic contract goes back in force.

V. Any contributions obtained during the period of 1975 shall be counted to my credit, for contract purposes.

Herbert Friedman

REGISTERED NO.

602928

Value

\$

NIV

Special
Delivery

\$

Reg. Fee

\$

95

Return
Receipt

\$

15

Handling

\$

Charge

Restricted
Delivery

\$

Postage

\$

40



AIRMAIL

POSTMASTER (By)

L. R.

POSTMARK OF



MAILING OFFICE

FROM

Union of Amer. Hebrew
Cong. 838 Fifth av
NYC 10021

TO

Mr. David Casner
rwy 475 Park av So
NYC 10016

*G.P.O.: 1971-444-957

892502

SAVE THIS RECEIPT FOR REGISTERED MAIL

COVERAGE---Domestic insurance for registered mail is limited to (1) the value of the article at the time of mailing or the cost of replacement if lost or totally damaged, or (2) the cost of repairs. Coverage may not exceed the limit fixed for the registry fee paid. Consult postmaster for additional details of insurance limits and coverage for domestic registered mail.

FILING CLAIM---Claim must be filed within 1 year from the date of mailing. Present this receipt and submit evidence of value, cost of repairs, or cost of duplication.

FOREIGN COUNTRIES---Consult postmaster as to insurance coverage on registered articles addressed to foreign countries.

G.P.O.-1971-444-957

PS Form 3806, Oct. 1970

REGISTERED MAIL.
RETURN RECEIPT REQUESTED

September 9, 1974

Mr. David Eisner
MONY
475 Park Avenue South
New York, N.Y. 10016

Dear Dave:

In regard to the requested change in contract on Policy #1008-26-53, issued by MONY on the life of Rabbi Herbert A. Friedman, I enclose the following:

- 1/ Requested Change of Contract Form, signed by Rabbi Friedland and Schindler.
- 2/ Our premium payment for the new year on the new policy in the amount of \$1,603.00.
- 3/ Policy #1008-26-53, dated July 30, 1973, in the amount of \$250,000.

When the policy has been corrected to note the lowered face amount please have it sent directly to this office.

Many thanks for your help and cooperation in regard to this change in the policy, it is much appreciated.

Warm regards.

Sincerely,

Edith J. Miller
Administrative Assistant

Encl.

cc: Rabbi Alfred Gottschalk
Mr. Matthew H. Ross
Judge Theodore Tannenwald, Jr.
Rabbi Alexander M. Schindler

REQUEST FOR CHANGE
IN CONTRACT

3576 REV. (7-70)
PTD. IN U.S.A.

MONEY
MUTUAL OF NEW YORK
THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

AGENCY CODE NO.

The undersigned request the following change in Contract No. 1008 26 53 issued by The Mutual Life Insurance Company of New York,
on the life of Rabbi Herbert A. Friedman

To reduce the face amount of the contract to \$100,000 YRT, effective
July 30, 1974.

Dated at _____ State or Province of _____ this _____ day of _____ 19____

X Herbert A. Friedman
RABBI FRIEDMAN Insured, Annuitant or Applicant
Abraham Schindler
RABBI SCHINDLER Other Required Signature President

Other Required Signature

(Please refer to instructions on reverse side)

September 4, 1974

Rabbi Alexander M. Schindler

Joshua M. Dwork

Rabbi Alfred Gottschalk, Theodore Tannerwald, Jr., Matthew H. Ross

MONY POLICY # 1008 26 53 - Rabbi Herbert A. Friedman

Arrangements have been made to reduce the face amount of the above noted policy from \$250,000. to \$100,000. As you know, this is a policy paid for on an annual basis and as of the anniversary date and for the reduced rate, the premium payment is \$1,608., per the enclosed from Dave Eisner.

Will you please therefore issue a check to MONY for \$1,608.00 and send it to my office for immediate transmittal. Many thanks.

MONEY

The **MUTUAL** Life Insurance Company **OF NEW YORK**

Suite 1700, 475 Park Ave. South, New York, N. Y. 10016
(212) 725-1800

DAVID EISNER
Associate Manager
Registered Representative

August 29, 1974

Miss Edith Miller
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Re: Policy #1008 26 53
Rabbi Herbert A. Friedman

Dear Edie:

I am enclosing the necessary form to change the above policy as you requested, i.e., reducing the face amount to \$100,000 as of this anniversary date. Please have the form signed as marked by Rabbi Friedman and Rabbi Schindler and return to us with the policy and the new premium of \$1608.00.

Please send these items as soon as possible since the grace period expires on August 30, 1974.

If there are any questions, please do not hesitate to call.

Sincerely,



DE/jj
Enc.

MONEY

MUTUAL OF NEW YORK

ONE MONEY PLAZA, SYRACUSE, N.Y. 13202

CHANGE OF ADDRESS

^ DETACH BEFORE MAILING ^

EL-644 Rev. (11-73)

▼ Please list policy numbers to which this specific change applies.

POLICY NUMBER 11-20	NAME (PLEASE PRINT)
	"IN CARE OF" 21-50
	NO. AND STREET
	COUNTY
	CITY OR TOWN
	STATE
	ZIP CODE

	AGCY. NO.	C/O	POLICY NO.	NEW AGCY	STATE	COUNTY	
63	045						ADDRESS 31-80
63	047						

1-2 3 4 5 6 7 8 9 10 11-20 21 22 23 24 25 26 27 28 29 30

AREA SERVICE OFFICE

P. O. BOX 1500

SYRACUSE, N. Y. 13201

A-2

NOTICE OF AMOUNT DUE

RETURN THIS PORTION

AGCY. POLICY NUMBER DUE DATE PREMIUM STATE
CODE MO. DAY YR. FOR CODE

096 1008 26 53 07 30 74 12 38

POLICY ON LIFE OF

RABB HERBERT A FRIEDMAN

RABB HERBERT A FRIEDMAN
% UNION OF AMERICAN HEBREW CON
838 5TH AVE
NEW YORK N Y 10021

MONTHS

01

PREMIUM
\$ 4020 00

LOAN INTEREST
\$

DIVIDEND
\$

AMOUNT DUE
\$ 4020 00

09601008265304 070040200001

IF THERE IS AN AMOUNT DUE, put policy number on check made payable to MONEY,
and return it and this portion of Notice in the enclosed envelope. Please see reverse side.

NOTICE OF AMOUNT DUE

KEEP this portion—Please see reverse side for important information

POLICY NUMBER DUE DATE PREMIUM
MO. DAY YR. FOR

096 T 250000 1008 26 53 07 30 74 12 \$ 4020 00

POLICY ON LIFE OF

RABB HERBERT A FRIEDMAN

09 25 18

MONEY
475 PARK AVE S SUITE 1700
07 30 73 NY NY 10016

PREMIUM
FOR

LOAN INTEREST
\$

DIVIDEND
\$

AMOUNT DUE
\$ 4020 00

1 4

CURRENT DIVIDEND	ADDITIONAL INSURANCE PROVIDED BY DIVIDENDS		
	THIS YEAR	TOTAL	CASH VALUE
LOAN BALANCE	DIVIDENDS ON DEPOSIT		1-YR. TERM AMT.
	INTEREST	TOTAL	

(DIVIDEND INFORMATION SHOWN ANNUALLY. TOTALS INCLUDE CURRENT DIVIDEND)

TELEPHONE
212 725-1800
FOR INFORMATION OR
SERVICE ON YOUR
MONEY POLICIES

If there is . . .

. . . No Amount Due . . .

there is no need to return this notice.

It is sent to you.

. . . to make sure we have your correct address

. . . to give you a record of any dividends which
may have been credited to the policy

. . . and to remind you . . .

you are a valued MONY Policyholder.

Unless the amount due for which this notice is given is paid to this Company, or the person authorized by the Company to collect it, on or before the date mentioned on the face of this notice or **WITHIN THE 31 DAYS GRACE PERIOD** thereafter, the policy and all payments on it will become forfeited and void, except as to the right to surrender value, paid-up policy, or continued term insurance when provided for by statute or in the policy. Neither this notice nor any payment under it shall waive any lapse or termination for non-payment of a prior amount due.

Any dividends which may become payable in the months of January, February and March, in any year, are provisionally stated, subject to final ascertainment and apportionment.

LATE OR INSUFFICIENT PAYMENTS: Acceptance of any payment is subject to the Company's requirements for reinstatement, if the full amount due is not paid before the grace period expires.

RECEIPTS: You need no additional receipt if you pay by check (or money order) to the Company's order. In all other cases, have your payment receipted at your office; for your convenience this may be done by returning this stub.

CHECK OR DRAFT will constitute payment only after being honored on presentation.

Where dividend is used to provide additional one year term insurance as elected, any dividend shown indicates balance of dividend.

ELECTION OF COMPANY'S TRUSTEES

An election for the Board of Trustees of at least 10 members to serve a term of three years is held at the Home Office (1740 Broadway, New York, N. Y. 10019) on the first Monday in June, 10 A.M. to 4 P.M. Those holding contracts in force at least one year may vote in person, by proxy, or by mail. Write the Secretary of the Company or the Superintendent of Insurance of New York for further information.

Nominations for Trustees are made by the Board of Trustees at least seven months prior to election or, as provided by the N. Y. Ins. Law, by groups of policyholders at least five months prior to election.

The Mutual Life Insurance Company of New York

Dave Eisner will mail a form to be completed for reduction of policy - it has to be signed for the UAHC and by Herb -- if he's here in the 4th we should have it and can complete -- Dave will advise the premium payment at that time.

5/29

Dave Eisner

HKG's office

re. Herb Friedman's
Insurance

725-0360

Holds for
meeting with Tannenwald
next week.

How do you feel
about insurance?

Should we continue?

15. III. 74

WORLD EDUCATION CENTER
FOR PROGRESSIVE JUDAISM
13 King David Street
Jerusalem, Israel
Tel: 02 - 232444

Dear Alex -

I think this decision is
yours to make.

Harry Guttman ^{is} wanted the
insurance to be in force. You may
decide to drop it.

I don't care either way,
obviously.

Are you feeling well? Are
you taking it reasonably easy?

See you soon, I hope.

Herb

Herbert A. Friedman

Reduce to 100,000. —
free value
renew —
make payment.

Lucy

For
J. H. Jones
Mrs. J. H. Jones

MONY

The **MUTUAL** Life Insurance Company **OF NEW YORK**

Suite 1700, 475 Park Ave. South, New York, N. Y. 10016
(212) 725-1800

DAVID EISNER
Associate Manager
Registered Representative

September 12, 1974

Ms. Edith J. Miller
Administrative Assistant
U A H C
838 Fifth Avenue
New York, New York 10021

Re: Policy 1008 26 53
Rabbi Herbert Friedman

Dear Edie:

I am enclosing the additional form to be signed by Rabbi Schindler, where marked, and a reply envelope addressed to the Office Supervisor who is familiar with the change that is to take place with the above policy, i.e., reduction in the face amount to \$100,000. Please send it back as soon as possible. I will be away for the first few days of next week, therefore she will handle the processing.

I hope this reaches you by tomorrow morning's mail, if not, I'll have to get a form to you by messenger or meet you somewhere.

Best wishes for the New Year.

Sincerely,


Judith Jacobson

Encs.

Sent
① 9/18/74

FIRST CLASS

PERMIT NO. 13293

NEW YORK, N. Y.

BUSINESS REPLY MAIL

No Postage Stamp Necessary If Mailed In The United States

POSTAGE WILL BE PAID BY

MONEY
MUTUAL OF NEW YORK

Suite 1700

475 Park Ave. South

New York, N. Y. 10016

DAVID EISNER

ELECTION OF SURRENDER
OR PAID-UP INSURANCE ON LAPSE



4244 REV. 8-72 PRINTED IN U.S.A. 973

Policy No. 1008 26 53 Insured Herbert A. Friedman

I hereby elect the option or benefit indicated below under this policy issued by The Mutual Life Insurance Company of New York.

- ☐ (A) Surrender the policy for its cash value, less any indebtedness to the company.
- ☐ (B) Continue the policy for a reduced amount of paid-up insurance free from loan.
- ☐ (C) Continue the policy for a reduced amount of paid-up insurance and continue the loan.
- ☐ (D) Continue the policy as paid-up term insurance with pure endowment, if any.

- ☒ (E) Part surrender \$ 150,000 of the face amount of the policy (Basic Face Amount if a Family Policy) for its full cash value less proportionate part of any indebtedness to the Company, unless otherwise specified under Remarks below. If the policy includes any Term Insurance riders which will be continued, the amounts of insurance under any such rider will be reduced in the proportion that the new face amount of the policy bears to the face amount of the policy just before this part surrender, unless otherwise specified under Remarks below.

REMARKS: _____

Upon receipt of this election by the Company, the Company's liability will be limited to the option or benefit elected, except that when Option B or C is elected and the policy provides that Option D is the automatic option on lapse, Option D becomes effective at the end of the days of grace and continues until the end of the period specified in the policy for election of reduced paid-up insurance on lapse or until the prior end of the term insurance and then the reduced paid-up insurance becomes effective.

If Option E is elected, all benefits under the policy

will be reduced in the proportion that the reduced face amount bears to the face amount just before this part surrender, except as may be specified in Remarks above.

If the policy now provides for additional insurance benefits (such as, double indemnity, disability benefits, family income, etc.) any paid-up insurance will be without such benefits.

Unless otherwise provided in the policy, any paid-up insurance will be non-participating.

Dated at _____ State or Province of _____

Has an application for new insurance coverage or an equity product with MONY been submitted by you, or a MONY policy or a MONY equity product been issued to you in the past six months. ☐ Yes ☐ No
If yes, give policy numbers below: _____

This _____ Day of _____ 19____
Union of American Hebrew Congregations

RABBI SCHINDLER
Signature of Rightsholder President

Signature of Other Rightsholder

Signature of Other Rightsholder

TO: P. H. S. Values Section (MONY Service Center)	DROP NO.	FROM (IF OTHER THAN AGENCY OF RECORD) AGENCY CODE #	DATE TO S.C.
--	----------	--	--------------

FOR AGENCY USE AND INSTRUCTIONS

1. Prepare separate 4244 for each policy.
2. For Part Surrender on 1964 D Form policy use Form 4242 (Request to Reduce and Rewrite Policy) instead of Form 4244 when reduced amount requires change from Estate to Protector Series.
3. If surrender request made within 30 days prior to policy anniversary, Home Office should:
- ☐ Hold until anniversary MO, YR.; ☐ Process now.
4. Complete when applicable to policy:
- ☐ Common Remitter ☐ Surrender with PD to date of: Yr. Mo. ☐ Extended Term ☐ If issued prior to 1932, insert Policy Form:
- ☐ Gov't Allot. Serial No.
- ☐ MONY-matic - Has Agency an open unpaid check ☐ Yes - month ☐ No. Has Agency received advice of a stop payment ☐ Yes - month ☐ No.
5. Special Instructions: ☐ Policy is in possession of the Agency and has been carefully reviewed, and there is no evidence of any assignment or change affecting the rights of the payee.
- ☐ Lost Policy Statement, Form 3551, is attached.
- ☐ Other Instructions or Enclosures:
6. Has request to withdraw dividends been sent to H. O. within 10 days. ☐ Yes ☐ No.
7. Question on reverse side regarding replacement of MONY policy or MONY equity product has been verified. (If incorrect, enter correct information below:)

(OFFICE SUPERVISOR)

SEND CHECK TO:

Complete only if other than Address of Record.

- ☐ AGENCY OF RECORD
- ☐ REQUESTING AGENCY (IF NOT AGENCY OF RECORD)
- ☐ SEND DIRECT TO ADDRESS OF RECORD

OR ☐

NAME		
NO. AND STREET		
CITY	STATE	ZIP CODE

TO BE COMPLETED BY AGENCY
(shaded areas to be completed by Service Center)

A. FULL SURRENDER

Surrender the policy for its cash value less any indebtedness to the Company.

AGCY. OF REC.	POLICY NO.	SURRENDER DATE	COMM. REMITTER PAID TO DATE	COMPLETE IF INCOME SETTLEMENT ELECTED
00	250	YR. MO. DAY	YR. MO.	IF MAXIMUM, INSERT TEN 9'S
1-2	3-5	6-8 9-10	11-20 21-26	27-30 31-37 38 39-40 41-50 51-53
MAILING INSTRUCTIONS				600 OPTION 1
0 VIA AGENCY REQUESTING				601 OPTION 2, 4
1 DIRECT TO THE PAYEE				803 OPTION 3, 5, 6
2 SPECIAL INSTRUCTIONS				636 OPT. 6% 5 YRS.
54 55 56				57 58-60 61-68 69
CREDIT AMOUNT TO HOME OFFICE LEDGER				1

B. PART SURRENDER

Surrender a portion of the face amount of the policy.

AGCY. OF REC.	POLICY NO.	SURRENDER DATE	COMM. REMITTER PAID TO DATE	FACE AMOUNT BEING TERMINATED	COMPLETE IF INCOME SETTLEMENT ELECTED
00	253	YR. MO. DAY	YR. MO.	\$	IF MAXIMUM, INSERT TEN 9'S
1-2	3-5	6-8 9-10	11-20 21-26	27-30 31-37 38 39	40 41-50 51-53 54 55 56-60 61-68
DO NOT SURRENDER ANY DIVIDENDS					0
SURRE. DIVDS. IN SAME PROPORTION AS FACE					1
SURRENDER ALL DIVIDENDS					2
DO NOT REPAY LOAN					0
REPAY PROPORTIONATE AMT. OF LOAN					1
REPAY ENTIRE LOAN					2
IF MAXIMUM, INSERT TEN 9'S					600 OPTION 1
					601 OPTION 2, 4
					803 OPTION 3, 5, 6
					636 OPT. 6% 5 YRS.

C. REDUCED PAID-UP

Continue the policy for a reduced amount of paid-up insurance.

AGCY. OF REC.	POLICY NO.	COMM. REMITTER PAID TO DATE	DO NOT REPAY LOAN	REPAY ENTIRE LOAN	INSERT 1 TO RETAIN INSURANCE - FACE AMT. UNDER \$250.00	BYPASS CODE
00	375	YR. MO.	0	1		
1-2	3-5	6-8 9-10	11-20 21-26 27-30 31	32	33	

D. EXTENDED TERM

Continue the policy as paid-up term insurance with pure endowment, if any.

AGCY. OF REC.	POLICY NO.	COMM. REMITTER PAID TO DATE	BYPASS CODE
00	376	YR. MO.	
1-2	3-5	6-8 11-20 21-26 27-30 31-32	33

FOR ASO OR SERVICE CENTER ONLY				
HOLD CODE			TYPE	
76	77	78	79	80
FILE WITH APPLICATION				

RABBI ALEXANDER SCHINDLER

Memo From

Phoned to MHR - 6/19/74

To best of AMS knowledge and without H.F. contract in front of him memo to A.G. correct and certainly has his approval.

In this connection should know that H.F. received \$5000. advance against salary 11/27/73 in order to purchase war bond after Yom Kippur War - approved by AMS and AG.

By all means send to Gottschalk.

MEMO from . . .

MATTHEW H. ROSS

June 18, 1974

Dear Alex:

Attached is memorandum relative to the modification of Herb Friedman's contract which I propose to send to Fred and Ted after you have telephoned your approval. Hope all is well.

Kindest regards.

A handwritten signature, likely of Matthew H. Ross, written in dark ink. The signature is stylized, starting with a long horizontal stroke that curves upwards and then loops back down to the baseline.

June 18, 1974

*Answered by
phone
7/14*

MEMORANDUM

To: Rabbi Alfred Gottschalk

From: Matthew H. Ross

I understand you will be in Israel shortly. I want to bring you up to date on Herb Friedman's talks with Alex relative to his agreement of June 11, 1973 (the "Agreement").

Alex spoke to Herb on the telephone regarding our feeling that the College and Union can not continue the heavy burden of Herb's salary because of the situation in Israel which makes it appear that it will take considerably longer to achieve our goals than was originally contemplated and consequently we can not expect the anticipated cash flow. Herb expressed great confidence that the projected goals would ultimately be achieved. Needless to say we all share his feeling.

In order to make the program possible, Herb has agreed to convert his arrangement with the Union and College from a fixed salary and bonus contingent on contributions to a contingent bonus arrangement. Under the proposed bonus arrangement if we achieve

the projected goals, Herb will receive the same total remuneration he would have received under the Agreement.

Under the Agreement Herb was to receive fixed compensation of \$200,000 in the aggregate and a bonus of \$50,000 for every \$3,333,000 in contributions in excess of \$5,000,000, such bonus not to exceed the sum of \$300,000. In effect the cost to the College and Union under the Agreement was to be 4% on the first \$5,000,000 of contributions and 1-1/2% of contributions in excess of \$5,000,000 with a limit of \$300,000 on the bonus.

Under the proposed arrangement, as I understand it, Herb would, in effect, receive the same compensation as under the Agreement except that it would be almost entirely contingent. He would be paid 4% on the first \$5,000,000 of contributions and 1-1/2% in compensation (but not exceeding \$300,000) on contributions in excess of \$5,000,000. The College and Union would continue to pay Herb's fixed salary until January 31, 1975. By that time we will have paid Herb a total of \$39,583.33. This will be regarded as a non-refundable advance against Herb's bonus. The bonus, of course, would be paid as contributions are received and expenses and services would continue as provided

for in the Agreement. The term of the arrangement would be for four years from July 1, 1973 and Herb would be entitled to compensation with respect to funds pledged within the four year term and received within either of the following periods: two years of the final date specified in any such pledge or agreed upon extension thereof, or the later of five years from the date of any pledge for which no final payment date is specified, or three years after the end of the four year term.

It would be helpful if during your stay in Israel you would discuss the proposed arrangement with Herb and get his authorization for me to prepare a new agreement.

May 24, 1974

Mr. Matthew H. Ross
245 Park Avenue
New York, N.Y. 10016

Dear Matt:

Herb Friedman has indicated that there were errors in the numerical computation in the contract and therefore he cannot sign it as yet. His attorney, Herbert Rose, will contact Helen Minkin early next week.

With warmest regards, I am

Sincerely,

Alexander M. Schindler

cc: Rabbi Alfred Gottschalk
The Hon. Theodore Tannenwald, Jr.

August 6, 1974

Rabbi Herbert A. Friedman
15 Ibn Gabirol Street
Jerusalem, Israel

Dear Herb:

I returned from Israel and met with Alex, Matt and Ted and gave them the various options open to us to raise the funds necessary for our effort and in regard to the resolution of our mutual problem in connection with your contract.

Inasmuch as we have verbally agreed that the contract could be terminated by us on January 31, 1975 instead of May of 1974 - as per our conversation at the Diplomat Hotel last March - we think that you ought to continue with your work until January and make another determined venture to come to the States in early September. At that time you could re-approach your various prospects - old, and, hopefully, also some new ones. When you are here the five of us will meet and allow for sufficient discussion for the resolution of our mutual problem, particularly with reference to the level of your compensation during the period from July 1st and the conditions of termination if that should unfortunately prove necessary.

According to Jewish tradition we are all of us still enraptured by the dream of the World Education Center for Progressive Judaism and our hopes are still high that you will be a successful instrument for its attainment.

It was wonderful to see you and Stella Adler. Be well.

Sincerely,

Alfred Gottschalk

AG:cg

cc: Matthew H. Ross

Theodore Tannenwald, Jr.

Rabbi Alexander M. Schindler ✓

Hebrew Union College-Jewish Institute of Religion

UNDER THE PATRONAGE OF THE UNION OF AMERICAN HEBREW CONGREGATIONS

CINCINNATI
NEW YORK
LOS ANGELES
JERUSALEM, ISRAEL

40 WEST 68 STREET • NEW YORK, N. Y. 10023

TRafalgar 3-0200

Office of the Assistant to the President

April 3, 1974

Miss Edith Miller
UAHC
838 Fifth Avenue
New York, N. Y. 10021

Dear Miss Miller:

Please note my letter to Mr. Herbert Rose and find enclosed for your files two copies of the Letter of Agreement and the accompanying letter dealing with expenses.

Sincerely yours,


Fritz Bamberger

FB:cg
enc.

April 5, 1974 - One (1) Copy to Matthew H. Ross

Hebrew Union College-Jewish Institute of Religion

UNDER THE PATRONAGE OF THE UNION OF AMERICAN HEBREW CONGREGATIONS

CINCINNATI
NEW YORK
LOS ANGELES
JERUSALEM, ISRAEL

40 WEST 68 STREET • NEW YORK, N. Y. 10023

TRafalgar 3-0200

Office of the Assistant to the President

April 3, 1974

Herbert B. Rose, Esq.
535 Fifth Avenue
New York, N. Y. 10017

Dear Herbert:

Enclosed please find two signed copies of the June 11th, 1973 Letter of Agreement with Rabbi Herbert A. Friedman and the accompanying letter of even date dealing with expenses.

Sincerely yours,

Fritz Bamberger

FB:cg

enc.

HEBREW UNION COLLEGE: JEWISH INSTITUTE OF RELIGION
and

UNION OF AMERICAN HEBREW CONGREGATIONS

June 11, 1973

Rabbi Herbert A. Friedman
c/o Hotel Plaza
Fifth Avenue at Central Park South
New York, New York

Dear Rabbi Friedman:

This letter sets forth the basis on which, commencing July 1, 1973, you are to be engaged as Director of Planning and Development ("Director") for and as a consultant to the Hebrew Union College: Jewish Institute of Religion (the "College") and the Union of American Hebrew Congregations (the "Union") in connection with our plans for the establishment of a World Center in Jerusalem and the development of Progressive Judaism in Israel, as follows:

1. As Director, you shall develop such plans and programs and raise the necessary funds therefor.

a) It is our intention to first erect the World Center in Jerusalem before proceeding with any other aspect of the program. Accordingly, it is agreed that you shall use your best efforts to raise, through outright gifts and pledges, the sum of at least \$10,000,000 for the World Center and that your first efforts shall be directed to such objective.

b) Such fund-raising activities are to be conducted in such manner as not to conflict with any other College or Union fund-raising activities, and, to that end, you shall, from time to time in advance of any solicitation of funds, submit to us for approval a list of persons from whom you intend to solicit contributions. You will not seek funds from any of the persons whose names we delete from any such list submitted by you.

2. a) Your engagement as Director shall be for annual terms commencing July 1, 1973, up to a maximum of four (4) such terms, subject to termination as hereinafter provided.

b) Notwithstanding the foregoing, we may elect to terminate your engagement as Director as of any June 30 by giving you written notice of such election at least sixty (60) days prior thereto. In such event, you shall be engaged as a consultant, and shall have the severance pay and other benefits provided in paragraph 8(a) hereof.

3. a) Your engagement as a consultant shall commence upon (i) the expiration of the fourth annual term provided in paragraph 2(a) hereof, or (ii) our earlier termination of your engagement as Director as provided in paragraph 2(b) hereof. Such engagement shall be for a term of two years; provided, however, that if your engagement as Director

terminates at the end of one year, your engagement as a consultant shall also be limited to one year.

b) Notwithstanding the foregoing, your engagement as a consultant shall be subject to extension as provided in paragraph 6 hereof.

c) During your engagement as a consultant you shall render advice to the College and Union in connection with their activities in Israel. You may render such services in such manner and at such times as you, in your reasonable discretion, determine to be appropriate.

4. On sixty (60) days prior written notice you may elect at any time to terminate either your engagement as Director or your engagement as consultant. Upon such termination, you shall be entitled to receive the amounts set forth in paragraph 8(d) of this agreement.

5. a) Subject to the provisions of this agreement with respect to earlier termination, you shall receive the following compensation for the services you shall render, payable in equal monthly installments on the first day of each month:

<u>Term as Director</u>	<u>Term as Consultant</u>	<u>Year</u>	<u>Compensation</u>
First		7/1/73 - 6/30/74	\$25,000
Second		7/1/74 - 6/30/75	25,000
Third		7/1/75 - 6/30/76	50,000
Fourth		7/1/76 - 6/30/77	50,000
	First	7/1/77 - 6/30/78	25,000
	Second	7/1/78 - 6/30/79	25,000

b) Payment of the monthly compensation you are to receive for the term commencing July 1, 1973, and ending June 30, 1974 shall be deferred to and shall commence on July 1, 1977; provided, however, that if your engagement as Director is terminated before June 30, 1977 pursuant to the provisions of paragraph 2(b) hereof, such deferred monthly payments shall commence on July 1 next following the date of such termination.

c) Payment of the monthly compensation you are to receive for the term commencing July 1, 1974, and ending June 30, 1975 shall be deferred to and shall commence on July 1, 1978; provided, however, that if your engagement as Director is terminated before June 30, 1977 pursuant to the provisions of paragraph 2(b) hereof, such deferred monthly payments shall commence on the second July 1 following the date of such termination.

6. a) You shall be entitled to continue your engagement as a consultant for one or more terms (herein "Extended Terms") up to a maximum of six Extended Terms following the end of your term or terms as a consultant on the basis of (1) the amounts specified below in excess of \$5,000,000 (herein "Contributions") paid to us for the World Center or other programs or projects of Reform Judaism in Israel from July 1, 1973 to the end of your engagement as Director (herein the

"Relevant Period"), or (ii) the amounts pledged to us for the World Center or other programs or projects of Reform Judaism in Israel during the Relevant Period and paid to us within either of the following periods: two years of the final payment date specified in any such pledge or agreed upon extension thereof, or the later of five years from the date of any pledge for which no final payment date is specified or three years after the end of the Relevant Period.

b) You shall be entitled to one Extended Term at compensation at the rate of \$50,000 per annum for each \$3,333,333.33 (herein "Unit") of the Contributions, up to a maximum of six Extended Terms. If the final Unit shall be less than \$3,333,333.33, the final Extended Term and compensation therefor shall be prorated.

c) The number of Extended Terms shall initially be determined upon the basis of the Contributions received during the Relevant Period and shall thereafter be redetermined during the continuance of the Extended Terms on the basis of further payments of Contributions made after the expiration of the Relevant Period.

d) If after the expiration of your last consecutive Extended Term other than the sixth such Extended Term, we shall receive additional Contributions you shall be entitled in lieu of any further Extended Term or Terms, to a bonus equal to one and one-half (1.5%) per cent upon such additional Contributions provided, however, that no bonus shall be paid on Contributions which when added to Contributions previously received are in excess of \$20,000,000.

e) The first Extended Term shall commence on the earlier of July 1, 1979, or July 1 next following the date your engagement as a consultant terminates.

f) In the event of your death after the expiration of Relevant Period, your estate shall receive the compensation which would have been paid to you pursuant to the provisions of this paragraph had you survived.

g) All pledges shall be subject to our approval. We reserve the right to reject or delay the acceptance of any and all pledges obtained by you. A pledge obtained by you during the Relevant Period which is accepted after the expiration of the Relevant Period shall be deemed to have been made during the Relevant Period.

h) We shall periodically review with you the status of all pledges in order to adjust our records to reflect pledges which we, in our sole discretion, determine to cancel

or deem to have been recorded in error, and in such event the amount deemed to have been pledged during the Relevant Period shall, for the purposes of this agreement, be reduced accordingly. We shall have no obligation to take any steps to collect any pledge.

i) The pledges heretofore made for the World Center listed in Exhibit "A" hereto, whether or not the same shall have been paid prior to July 1, 1973, shall be excluded from any computation which may be made under this paragraph 6 for the purpose of determining your entitlement to any Extended Term or Terms or bonus and shall not be deemed to be Contributions.

7. You shall have the option, to the extent legally permissible, to avail yourself of the provisions of Section 403(b) of the Internal Revenue Code dealing with tax sheltered annuities in connection with any sums payable to you under this agreement, provided you give us timely notice of the exercise of such option, and there is no increase in amount, or acceleration of the due date of any compensation payable hereunder.

8. a) In the event of the termination at our election of your engagement as Director prior to the completion of four full annual terms, you shall:

(i) Serve as a consultant for such annual term or terms as provided in paragraph 3(a) and for such Extended Term or Terms as provided in paragraph 6 hereof at the compensation provided for in paragraphs 5(a) and 6 hereof;

(ii) Receive the bonus, if any, computed under paragraph 6(d) hereof;

(iii) Receive the balance of deferred compensation due to you pursuant to paragraphs 5(b) and 5(c) hereof; and

(iv) Receive the sum of \$25,000 as severance pay, the same to be payable in such annual installments, not in excess of five, as shall be agreed upon between us.

b) If you are prevented for three (3) or more consecutive months from performing the services contemplated hereunder by reason of physical or mental illness or injury or by any other event or circumstances not within your or our control, we may on written notice to you terminate your engagement hereunder.

c) In the event of your death, or in the event of the termination of your engagement in accordance with the provisions of paragraph 8(b) hereof, you or your estate, as the case may be, shall:

(i) Receive the balance of deferred compensation due to you pursuant to paragraphs 5(b) and 5(c) hereof, in monthly installments commencing on the first of the month next following such termination;

(ii) Receive an amount equal to the compensation which would have been paid to you as a consultant pursuant to paragraphs 5(a) and 6 hereof had you served the full annual term or terms or Extended Term or Terms as consultant which had accrued to you pursuant to paragraphs 3(a) and 6 hereof as at the date of your death or the date of termination of employment; and

(iii) Receive the bonus, if any, computed under paragraph 6(d) hereof. The compensation to be paid under subdivisions (ii) and (iii) of this paragraph 8(c) shall be paidⁱⁿ such installments as we and you

or the executor or administrator of your estate, in the case of your death, mutually agree, such installments to commence not later than the first of the month following the last payment under subdivision (i) of this paragraph 8(c), and to continue for a period not in excess of ten years; provided, however, that the due dates of the installments shall not be earlier than they would have been had your engagement as Director not so terminated.

(d) In the event that you shall elect, prior to the completion of four full annual terms, to terminate your engagement as Director, you shall:

(i) Receive the balance of deferred compensation due to you pursuant to paragraphs 5(b) and 5(c) hereof in monthly installments commencing on the first of the month next following such termination;

(ii) Receive an amount equal to the compensation which would have been paid to you as a consultant pursuant to paragraph 5(a) had you served the full annual term or terms which had accrued to you pursuant to paragraph 3(a) as at the date your services as Director terminates and as a consultant pursuant to paragraph 6 had you served one or more Extended Term or Terms determined pursuant to paragraph 6 on the basis of the amounts paid to us during the Relevant Period; and

(iii) Receive a bonus of one and one-half (1.5%) percent upon Contributions received after the Relevant Period provided, however, that no bonus shall be paid on Contributions which when added to the Contributions previously received exceed \$20,000,000 and provided further that such bonus shall be reduced as follows:

<u>Date of Termination of Engagement as Director</u>	<u>Reduction in Bonus</u>
Between 7/1/73 and 6/30/74	75%
Between 7/1/74 and 6/30/75	50%
Between 7/1/75 and 6/30/76	25%
Between 7/1/76 and 6/30/77	None

The compensation to be paid to you under subdivisions (ii) and (iii) hereof shall be paid in such installments as may be mutually agreed upon, such installments to commence not later than the first of the month following the last payment under subdivision (i) of this paragraph and to continue for a period not in excess of ten years, provided, however, that the due dates of the installments shall not be earlier than they would have been had you not elected to terminate your engagement as Director.

9. At any time during your engagement as Director, we may, in our discretion, apply for and obtain, as owners and with the College and Union, or anyone they may designate as beneficiaries, insurance on your life, in such amounts and form as we may choose. You shall have no interest in any policy or policies, but you shall, at our request, submit to such physical examinations, supply such information and execute such documents as may be required by the company or companies to whom we shall have applied for such insurance.

10. No extensive campaign organization is contemplated in connection with the performance of your duties hereunder. We shall provide a suitably furnished office for you at the College in Jerusalem and at the Union in New York.

11. Your engagement shall be as an independent contractor, and not as an employee. All plans and programs for the project and all matters involving policy shall be subject to our review and approval. Statements of policy in our behalf are to be cleared with us prior to release by you.

12. You agree not to engage in any fund-raising activities for any organization other than the College, the Union and the United Jewish Appeal.

13. Our liability hereunder for the compensation and other benefits to be paid to you shall be joint and several. Any action taken hereunder shall be binding and enforceable only if taken by us jointly.

14. We hereby represent that each of us is duly

authorized under the by-laws and resolutions of our respective organizations to enter into this agreement.

15. This agreement constitutes the entire agreement between us and cannot be modified except by an agreement in writing signed by all parties.

16. This agreement has been executed in the State of New York and shall be governed by and interpreted under the laws of the State of New York.

Please signify your approval and agreement to the provisions hereof by signing and returning a copy of this letter.

Very truly yours,

HEBREW UNION COLLEGE: JEWISH
INSTITUTE OF RELIGION

By Alfred Lottchick
President

UNION OF AMERICAN HEBREW
CONGREGATIONS

By Herbert A. Friedman
Chairman

ACCEPTED AND AGREED to
this 11th day of June, 1973.

Herbert A. Friedman
Herbert A. Friedman

PLEDGES TO BE EXCLUDED FROM
PARAGRAPH 6 COMPUTATION

Kivie Kaplan	\$100,000
Rosalie Feinstein	100,000
Ray Wolfe	100,000
Ben Swig	50,000
Harry Vise	200,000
Richard Scheuer	16,730
Mrs. Jacob Lichter	100,000

Israel

BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON
245 PARK AVENUE, NEW YORK, NEW YORK 10017

LEON SINGER
MATTHEW H. ROSS
CALLMAN GOTTESMAN
SAMUEL GORDON
FREDERICK NEWMAN
ALFRED K. KESTENBAUM
HELEN MINKIN
EVELYN FRANK
ARNOLD C. ABRAMOWITZ
PAUL M. FRANK
ALLEN N. ROSS

(212) MURRAY HILL 2-7700

CABLE: ELBLU, N. Y.

SAMUEL BLUMBERG (1907-1966)

DAVID KUGEL (1921-1969)

March 4, 1974

*Blumberg with
Houses -
Put in
folder -*

Rabbi Alexander M. Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

In response to your letter of February 28, 1974 with respect to the employment agreement with Herbert Friedman, that agreement provides that Friedman's employment may be terminated by the Employer on sixty days prior written notice effective as of the end of the first contract year (i.e. June 30, 1974). In such event the Employer is required to pay the Employee:

1. The balance of any compensation for the contract year July 1, 1973 to June 30, 1974 which has been deferred;

2. Compensation at the rate of \$25,000 for one year as a consultant;

3. 1.5% of all amounts in excess of \$5,000,000 (a) received prior to such termination, or (b) pledged prior to such termination and received within two years of the final payment date specified in any pledge, or received within five years of the date of any pledge for which no final payment date is specified; and

4. Severance pay in the amount of \$25,000.

It is to be noted that the Employer may terminate the employment prior to June 30, 1974 if the Employee is unable because of circumstances beyond his or the Employer's

February 28, 1974

Mr. Matthew H. Ross
245 Park Avenue
New York, N.Y. 10017

Dear Matt:

I'll be leaving for Israel on March 11th to attend the CCAR Conference. Fred Gottschalk will also be there and we will be meeting with Herb Friedman. It would be most helpful if I could have from you a brief note in regard to the following:

1/ Should we discontinue Herb's services, what would our obligation be?

2/ Since the Israel situation has created a problem in regard to individual fund raising here in the U.S., would we have the power to have a suspension of Herb's service for one year? What would be involved as to our obligation in such a case?

Looking forward to hearing from you at the earliest and with fondest regards from house to house, I am

Sincerely,

Alexander M. Schindler
President

76-
Rec'd
3/6/74

MEMORANDUM

Date April 17, 1974

From Rabbi Alexander M. Schindler

To Harry K. Gutmann

Copy for information of Matthew H. Ross; Judge Theodore Tannenwald, Jr.;
Gilbert Tilles; Rabbi Herbert A. Friedman

Subject _____

Fred Gottschalk and I met with Herb Friedman attendant upon the CCAR Conference in Israel and for the purpose of reviewing his relationship with us, following that clause in our contract with him which holds that the relationship is to be reviewed in the spring of the first year to determine whether we want to proceed or discontinue his employment.

While Herb has had some successes, his progress has not been sufficient to allow us to be overly encouraged. We understand the reasons, of course, the Yom Kippur War intervened and impeded his work.

Accordingly, we agreed to extend his contract for a six-month period, that is to say until January 1, 1975, before which time we will have a further review. In that period Herb will make at least two trips to the U.S. and one through Europe. This will give us some further concrete evidence to judge the true potential of our joint venture. Herb Friedman agreed to this extension of his contract for a six month period and to a review prior to that time of his success on behalf of the World Center project.

Hebrew Union College-Jewish Institute of Religion

UNDER THE PATRONAGE OF THE UNION OF AMERICAN HEBREW CONGREGATIONS

CINCINNATI
NEW YORK
LOS ANGELES
JERUSALEM

CLIFTON AVENUE - CINCINNATI, OHIO 45220

Office of the President

April 10, 1974

Rabbi Alexander M. Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

I am grateful to you for your summary of our conversation with Herb Friedman and would like to add just one item, namely, that Herb Friedman agreed to the decision to extend his contract for a six month period and to have a review prior to then of his success on behalf of the World Center project.

Sincerely,



Alfred Gottschalk
President

AG:ec

cc: Mr. Harry K. Gutmann
Mr. Matthew H. Ross
Judge Theodore Tannenwald, Jr.

MP
TT.
172
64.

April 1, 1974

Rabbi Alfred Gottschalk
President, HUC-JIR
3101 Clifton Avenue
Cincinnati, Ohio 45220

Dear Fred:

I am enclosing a memo summarizing our conversations with Herb which I propose to send to Harry Gutmann and Matt Ross. I will not send it out until you review it, as a matter of fact, if you wish, I can send the memo of understanding to the people on your list at the same time.

Of course, a copy will be sent to Herb too.

I await word from you.

I'm sorry we didn't get together on the phone last week but I imagine this memo was what you wanted to discuss. The last time I called you, I think it was Thursday, I was told you were a bit under the weather. I hope it was nothing serious and that you are feeling 100% A.O.K.

With warmest regards from house to house, I am

Sincerely,

Alexander M. Schindler

Encl.

Hebrew Union College-Jewish Institute of Religion

UNDER THE PATRONAGE OF THE UNION OF AMERICAN HEBREW CONGREGATIONS

CINCINNATI
NEW YORK
LOS ANGELES
JERUSALEM

CLIFTON AVENUE - CINCINNATI, OHIO 45220

Office of the President

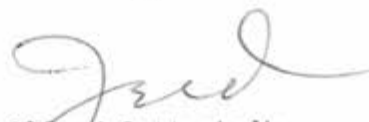
March 28, 1974

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

I would appreciate it very much if you would draw up the aide-memoire on our Friedman conversation, but before sending it to him I would like to have Ted take a look at it. I am sure you will want to do the same with Harry so that all of us continue to have the same frame of reference. I appreciate this very much.

Sincerely,



Alfred Gottschalk
President

AG:ec

April 17, 1974

Mr. Matthew H. Ross
245 Park Avenue
New York, N.Y. 10017

Dear Matt:

I had sent Fred a copy of my suggested memo following our meeting with Herb Friedman and didn't share any copies as I wanted him to react and be certain our understanding of the discussion with Herb was in concert. Fred shared his reaction with you, Ted and Harry before you received the original memo.

Be that as it may, enclosed is the summary of the discussion and the agreement reached. You will note that I have shared a copy with Herb.

With warmest regards, I am

Sincerely,

Alexander M. Schindler

Encl.

MATTHEW H. ROSS
245 PARK AVENUE
NEW YORK, NEW YORK 10017

April 15, 1974

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, New York 10021

Dear Alex:

I saw the copy of Alfred Gottschalk's letter to you of the 10th relative to the six months extension on Herb Friedman's contract. I am not sure I understand just what you have arranged. In any event, do you think the arrangement should be confirmed with Herb in writing. If you think so, please let me know exactly what understanding was reached with Herb.

~~Kindest regards.~~

~~Sincerely,~~

MHR:JMC

HEBREW UNION COLLEGE: JEWISH INSTITUTE OF RELIGION
and

UNION OF AMERICAN HEBREW CONGREGATIONS

June 11, 1973

Rabbi Herbert A. Friedman
c/o Hotel Plaza
Fifth Avenue at Central Park South
New York, New York

Dear Rabbi Friedman:

By letter agreement of even date you have been engaged as Director of Planning and Development for and as a consultant to Hebrew Union College: Jewish Institute of Religion and Union of American Hebrew Congregations in connection with our plans for the establishment of a World Center in Jerusalem and the development of Progressive Judaism in Israel.

1. Annexed hereto is an estimate (herein "Estimate") which you have prepared of the annual expenses which you expect to incur in connection with the performance of your duties under said agreement. Within ten (10) days after presentation of vouchers, we will pay or reimburse you for disbursements made on our behalf with respect to the items shown in the Estimate in an amount or amounts which in the aggregate do not exceed the amount shown in the Estimate for such item. Any disbursement which, when added to amounts theretofore expended for such items, exceeds the amount shown in the Estimate for such item shall not be paid or reimbursed unless we shall have approved

such disbursement.

2. You agree not to incur any obligations in our name, other than obligations for expenditures reflected in the Estimate, without our prior approval.

3. During your engagement as Director we shall provide you with an administrative assistant and with secretarial help, as needed, in New York and with a full-time secretary at your office in the College, in Israel.

4. During your engagement as Director we shall make an automobile available to you in Israel for your full-time use.

5. It is contemplated that, during your engagement as Director, you shall make two annual trips to the United States of approximately twenty days duration each. If additional trips are required, and if, in your discretion, it is necessary to bring your wife in order to accomplish such additional trip or trips, her travel expenses shall be paid.

Please signify your approval and agreement to the provisions hereof by signing and returning a copy of this letter.


Very truly yours,

HEBREW UNION COLLEGE: JEWISH
INSTITUTE OF RELIGION

By

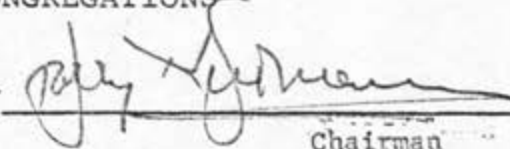

President

ACCEPTED AND AGREED to
this 11th day of June, 1973


Herbert A. Friedman

UNION OF AMERICAN HEBREW
CONGREGATIONS

By


Chairman

ESTIMATE OF EXPENSESANNUALNew York Side

Telephone	\$10,000
Travel of Administrative Assistant:	
Average fare of one trip	\$150
Average daily cost-hotel	
meals, taxis, etc. per trip	100
Each trip	<u>\$250</u>
Approx. 40 trips per year	10,000
Reserve for unanticipated expenses	<u>7,500</u>
	<u>\$27,500</u>

Israel Side

Secretary	\$ 5,000
Telephone (all home and office)*	24,000
Car expenses	3,000
Guest connected: travel, meals,	
entertainment	10,000
Travel to U.S. - 4-5 trips per year	8,000
Travel in U.S. - see above calculation	
60 days per year @ \$250	15,000
Reserve for unanticipated expenses	<u>7,500</u>
	<u>\$72,500</u>

TOTAL

\$100,000

*Except overseas calls
not connected with your employment
as Director under your employment
agreement dated June 11, 1973

February 15, 1974

Dr. Fritz Bamberger
HUC-JIR
40 West 68th Street
New York, N.Y. 10023

Dear Dr. Bamberger:

Enclosed herewith please find four copies of the June 11, 1973 Letter of Agreement with Rabbi Herbert A. Friedman and a covering letter of even date which deals with finances. As you will note, these documents have been signed by Harry K. Gutmann for the UAHC.

Since I was not certain as to whom will sign these for the College-Institute I felt it best to forward the documents to you for processing. Once they have been signed, please return the letters to Rabbi Friedman's attorney, Herbert B. Rose, Esq., 535 Fifth Avenue, New York, N.Y. 10017.

With warmest regards, I am

Sincerely,

Edith J. Miller
Administrative Assistant

Encl.

file

February 12, 1974

Dr. Alfred Gottschalk
Hebrew Union College-Jewish Institute of Religion
Clifton Avenue,
Cincinnati, Ohio 45220

Rabbi Alexander Schindler
Union of American Hebrew Congregations
838 Fifth Avenue
New York, N.Y.

Dear Fred and Alex:

I have just come back from a trip to Geneva and London. In Geneva, Max Braude, the worldwide director of ORT, who is an interested member of the English-speaking Reform congregation there, offered to put me in touch with some prospects. He was very gracious about it and will continue to be helpful all during the pursuit. I met with two financially qualified people, an Englishman by the name of Leonard Cohen, who has lived in Geneva a long time and is one of the world's largest platinum dealers, and a Frenchman by the name of Claude Bigar, who is coincidentally a ^{President} leader of the French-speaking Reform community. A third prospect, two elderly sisters by the name of Fox (daughters of the original movie mogul) who live in Lausanne, were ill and not available, but we'll try them again in the future. Both Cohen and Bigar are coming to Jerusalem next week for the annual ORT meeting, and I have invited both of them to Caesarea to continue developing a relationship.

As for England, I went there primarily on a speaking tour for the JIA, and enjoyed the perfect cooperation of the director, Michael Barzilai, with regard to seeing prospects for our project. I have never witnessed a worse time in England than now: coalminers strike, which will really flatten industry, including steel production; a snap general election as a result of the strike; a possible general strike of all labor; a stock market crash; and a similar crash in property values, especially large speculative projects developed by Jews. You can see how this could add up to a mood not very conducive to our success. However, having said all that, I did get a hearing from a half dozen people, so now there are some irons in the fire to be followed up. One or two of these people will be coming here during the months ahead and I will see them here again.

I had a good meeting with some of the Reform and Liberal rabbis which Hugu Gryn arranged. It was held at John Rayner's, and we started making more lists of prospects. I also saw Selwyn Goldberg in Manchester and got a prospects list from him. All this adds up to the fact that another trip to England is in order, and I am tentatively thinking about a week or ten days at the beginning of May.

I am beginning to plan out a trip to Germany, and I am tentatively thinking off that for the third week in March, immediately after the CCAR conference here.

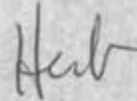
As for a trip to the United States, I must try to clarify whether the moratorium on all Israel connected fundraising is to expire on March 30, or is to be continued. Dick Hirsch told me that at some meeting of the Jewish Agency which he attended, he heard some ill-defined talk about continuation. As soon as I can track that down, I will know how to proceed. I would hope to be able to come on to the United States from England in mid-May. If there is indeed some kind of general moratorium ordered by Government and Agency, I would hope to be able to work round that, with the cooperation of the UJA and the local executive directors. I would much prefer to have no theoretical arguments with powers at the summit, but to work things out in a local way. Let's see what happens.

The brochure will be ready in a few weeks, and I will order a limited number, (perhaps 250) for a limited mailing at this time. An additional reason for the small number at first is that we are using symbolic photographs, and I would prefer to wait for the larger printing (750) until we have real drawings from Safdie, and photographs of his models. When do you think that will be?

Regarding formal commitment letters, we have two, copies of which are enclosed, and I am waiting for three more. As they come in I shall send them to you.

With all good wishes, and looking forward to seeing you here next month,

As ever,



Herbert A. Friedman

ENCL.

cc: HKG
M. Ross
P. Teller

OT
THE AARON STRAUS & LILLIE STRAUS

Foundation INC.
3002 DRUID PARK DRIVE
BALTIMORE, MD. 21215

January 31, 1974

Rabbi Herbert A. Friedman
World Education Center
13 King David Street
Jerusalem, Israel

Dear Rabbi Friedman:

The Aaron Straus and Lillie Straus Foundation, Inc., is very pleased to pledge the sum of \$100,000 to the World Education Center for Progressive Judaism, in consideration of the pledges of others.

It is our understanding that this Center is a joint project of all the institutions of Reform Movement in the United States, i.e., Hebrew Union College-Jewish Institute of Religion; Union of American Hebrew Congregations, and Central Conference of American Rabbis; as well as the international movement, through the World Union for Progressive Judaism.

We understand further that the basic purpose of this project is to establish a Center in Jerusalem, which shall contain an expansion of the HUC-JIR for the training of rabbis, cantors, educators, communal workers and others in fields of Jewish service; an international headquarters for the full development of a liberal movement throughout Israel; and a model synagogue for progressive Jews, Israelis and visitors from the world over.

Payment of this pledge will be made at the rate of \$20,000 per year, to begin when:

- (1) A building permit has been obtained, including a permit for the synagogue.
- (2) Ground has been broken at the site.
- (3) Three million dollars of pledges have been assigned to the proposed endowment fund, to assure the annual maintenance required.

Payment will be made to the HUC-JIR in Cincinnati, of the UAHC in New York, both of which enjoy IRS tax-exempt status, earmarked for the World Education Center in Jerusalem.

TS
THE AARON STRAUS & LILLIE STRAUS
Foundation INC.
3002 DRUID PARK DRIVE
BALTIMORE, MD. 21215

Rabbi Herbert A. Friedman - 2

January 31, 1974

We are perfectly willing for you to approach the Foundation again four or five years, to ascertain whether the Foundation is in the position to make any further contribution to the World Education Center.

We are pleased to be joined in this project, and hope it achieves the purpose of strengthening liberal Judaism, in Israel, in the United States, and throughout the world.

Very truly yours,

THE AARON STRAUS & LILLIE
STRAUS FOUNDATION, INC.

Alfred I. Coplan
Alfred I. Coplan
Secretary

AIC:jet

MILLSTONE FOUNDATION
8510 EAGER ROAD
ST. LOUIS, MISSOURI 63144

January 21, 1974

Rabbi Herbert A. Friedman
World Education Center for Progressive Judaism
13 King David Street
Jerusalem

Dear Herb:

In consideration of the pledges of others, the Millstone Foundation is happy to pledge the amount of \$100,000 to the World Education Center for Progressive Judaism.

As I understand it, the Center is a project of and sponsored by the institutions of Reform Judaism in the United States and throughout the world. These institutions are: Hebrew Union College-Jewish Institute of Religion, Union of American Hebrew Congregations, World Union for Progressive Judaism, and the Central Conference of American Rabbis.

This contribution shall be used to help make possible the headquarters complex comprising several buildings on a 12-dunam site on King David Street in Jerusalem. The complex in Jerusalem will consist of an expansion of the rabbinical training seminary of the Hebrew Union College; a library; a museum; a synagogue; office space to administer the programs of the UAHC and the CCAR.

I understand that a portion of this contribution will be used for the construction of physical facilities and another portion will be placed in an endowment fund, which will provide annual operational expenses.

It is the intention of the Millstone Foundation to pay this pledge in three annual payments, approximately August 1, 1974, 1975 and 1976. Payment of this pledge will be made through the Hebrew Union College, Clifton Avenue, Cincinnati, Ohio. Payment will be earmarked for the World Education Center.

I am pleased to be part of this project and I hope it achieves the strengthening of Judaism.

Sincerely, yours,

I. E. Millstone
I. E. Millstone
President

December 4, 1973

Rabbi Herbert A. Friedman
World Education Center for
Progressive Judaism
13 King David Street
Jerusalem, Israel

Dear Herb:

It was good seeing you in Israel and I am delighted that we had a chance to meet and discuss the various pending matters of interest to us all.

A check for \$5,000. is being deposited to your account at the Chase Manhattan Bank, in accord with your instructions of the 11th of November. This sum represents an advance against the first installment of deferred compensation coming due under our contract.

With warmest regards, I am

Sincerely,

Alexander M. Schindler

cc: Rabbi Alfred Gottschalk
Mr. Harry K. Gutmann
Judge Theodore Tannenwald, Jr.

December 3, 1973

Edith J. Miller

Joshua M. Dwork

Per instructions from Rabbi Herbert Friedman, the enclosed check for \$5,000. is to be deposited to his account at the Chase Manhattan Bank. I understand you have deposit slips for same.

Please note the check has been marked: "Advance against first installment of deferred compensation coming due under contract."

November 21, 1973

Rabbi Alexander M. Schindler

Joshua M. Dwork

Please arrange to transmit \$5,000. to Herb Friedman which is to be charged against his salary as an advance. The sum is to be charged one half to the College-Institute and one half to us.

Your prompt attention will be appreciated.

WORLD EDUCATION CENTER FOR PROGRESSIVE JUDAISM

13 King David Street
Jerusalem, Israel
Tel: 02--232444

November 11, 1973

Dr. Alfred Gottschalk and
Rabbi Alexander Schindler
Hebrew Union College
Clifton Avenue
Cincinnati, Ohio

*Advance
against 1st installment
I deferred completely
I can't do under
contract*

Dear Fred and Alex:

Subsequent to my last letter of November 1st, I wrote the enclosed to my father-in-law, which I thought might interest you.

The future is very cloudy. There is tremendous apprehension about the cease fire, its outcome, and the path toward eventual negotiation. In their hearts most people here have awful doubts. In addition there is the confusion as to whether an election should or should not be held so soon without a proper investigation of what really happened at the beginning of the war. The squabbling among our generals and politicians does not add any sense of confidence to the troubled public.

I have a personal matter which I am bringing to your attention because I have no choice. The financial arrangement between us contemplated no payments to me until the middle of 1975. I could have lived with that, even though we are operating on a stringent budget, which often leaves us short before the next monthly check comes in, except for the war. Like everyone else here, I have subscribed to the Voluntary War Loan in the amount of \$20,000. If necessary, I will have to go to the bank and borrow money, and pay interest on it, in order to pay for the War Bonds. But I would like to avoid that.

Specifically, I would like to ask you if you could give me an advance of \$5000. If you agree, I shall, of course, be happy to acknowledge this in written form, and account can be taken of it at the time that regular salary payments commence.

I am somewhat embarrassed to have to do this, but it is really force majeure.

Since I obligated myself to pay for the Bonds by mid-December, speedy decision is necessary. I would suggest that, if you agree, you draw the check to my order and let Joshua Dwork deposit it in my account in the Chase-Manhattan Bank, for which he has some deposit slips.

The news of Eisendrath's death just this minute reached me. Its the

Director of Planning and Development:
Rabbi Herbert A. Friedman

Sponsoring Organizations:
Hebrew Union College-Jewish Institute of Religion - Union of American Hebrew Congregations
World Union for Progressive Judaism - Central Conference of American Rabbis

end of an era. The next quarter century belongs to the both of you, and you will determine what happens to the Movement. May you both be blessed with statesmanship, and a sense of unity.

As ever,

Hub

Encl:

PS. I hate to bring up this mundane matter, but I still do not have a signed contract. Nor do I have a clue any longer as to where the hold-up is.

November 4, 1973

Dear Charlie:

You asked me to give you some feeling of the mood of the people in Israel today, and what I can give you is the synthesis of my own impressions from many sources - talking with soldiers whom one picks up on the roads all the time; newspaper articles and editorials; episodes of daily life; a trip to the Golan with you, while the war was still going on; and a long trip to Sinai and across the Canal into Egypt.

1. As death notices are carried to family after family, the mood remains very heavy. There is the sound of crying throughout the land, and while some people are very brave, others break down. There is also great fear that the death figures may be much larger. No information has been published here since 14 October, when the number of 656 was released. There are complaints in the press here against the government for not telling the people. The government's reply is that they are trying to establish the real figures, as between the dead and the missing. The whole discussion is not healthy. The basic question becomes one of confidence in the government on this most sensitive of all subjects.

2. Mobilization is still in force. No one has been sent home. Every wife and every mother is still waiting. In the city of Suez the other day, I took the telephone numbers of many soldiers, to call their homes, and to reassure their loved ones. In almost every call the mother or wife asked when the soldier was coming home. That was the main question. The army is now trying to give as many 24-hour passes as possible, on rotation. Across the Canal, there is an ex-Egyptian air base, from which some lucky men are flown back to Israel in a couple of hours - others ride busses ten hours in each direction to enjoy three or four hours at home. The other evening I picked up three soldiers in Tel Aviv and took them to Jerusalem. They had been hitch-hiking for six hours, coming down from the Golan Heights, using up the precious hours standing by the side of the road.

The army has huge manpower needs. All borders must be manned, even the quiet ones, like the Jordanian and the Lebanese. A really large force is over on the West side of the Canal, with a tremendous amount of equipment, penetrating as far inland into Egypt as 101 kilometers from Cairo. This is where we stopped at the cease fire. I was at that point and I saw the two tents - one Israeli and one Egyptian - where the officers have been meeting. Another very large force is on the Eastern side of the Canal in

UNION OF AMERICAN HEBREW CONGREGATION ATTN EJM
838 5TH AVE
NEW YORK NY 10021

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INT RABBI SCHINDLER
SHERATON HOTEL
TELAVIV (ISREAL)
HOLD ON DISCUSSING LETTERHEAD FRIEDMAN, FRED QUESTIONS EAGER
KNOW YOUR THOUGHTS LEAVE NOTE HUC
EDIE
COL HUC



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6/28

73

RABBI SCHINDLER

SHERATON HOTEL

TEL_AVIV (ISRAEL)

HOLD ON DISCUSSING LETTERHEAD FRIEDMAN. FRED QUESTIONS .

EAGER KNOW YOUR THOUGHTS LEAVE NOTE HUC.

EDIE

249-0161

UAHC, 838 Fifth Avenue, N.Y.C. 10021