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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 big 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~~<sup>steered</sup> to me by the U.S. director.
7. I write to anyone, as required.
8. I retain the office as a ~~concrete~~<sup>visual</sup> 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, JWR - 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.
During year 75	25
	<hr/>
	31,166

During year 76	25
	<hr/>

During year 77	19
----------------	----

75
<hr/>
56,166
<hr/>
19

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 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**

**R E P L Y**

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 with Herbert Friedman

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:

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INSTRUCTIONS TO RECEIVER:

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M E S S A G E

R E P L Y

TO

DATE

December 1976.

Has the agreement  
been changed?

Please advise -

Fred

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

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:

INSTRUCTIONS TO RECEIVER:

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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>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.

# 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

October 23, 1975

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

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 Tammewald, Jr.

There is evidently some mis-apprehension here. Do not these \$2,000 payments and 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 him that a new contract does not have to be drawn. I believe it must be and would appreciate it were it 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
<hr/>	
\$ 25,000	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 execute it.

Heidi Friedman



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MESSAGE

REPLY

FROM: Rabbi A.M. SCHINDLER  
 TO: MATTHEW REES

DATE

DATE: 11/21/75  
 SUBJECT: HERBERT FREEDMAN

enclosed is a copy of my  
 memo of 2/28/75.  
 Please let me know if  
 we are to continue paying  
 Herbert Freedman into the  
 Third Term.

Abraham J. H. H. H.

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

Amf

SIGNED

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CABLE ADDRESS: UNIONJAHG

M E S S A G E

R E P L Y

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 <sup>PORTION OF THE</sup> AGREEMENT PERTAINS

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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**M E S S A G E**

**R E P L Y**

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	
		6166.66	

MARCH 1975	7000-
APR	2000-
MAY	2000-
JUNE	2000-
JUL	2000-
AUG	2000-
SEPT	2000-
OCT	2000-

27166.66 PO to DATE

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~~ <sup>will have owed</sup> 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
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 term, 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  
CONCENTRATE ON CREATING

IV. WITH MINIMUM BUILDING PLAN CONTINUING, 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 MoshavShitui.
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. 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 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  
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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)

April 24, 1974

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.

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

*Acknowledged  
will work it  
executed*

*Ed  
hold for  
H.F.*

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,



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,

*Fred*

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.

## OFFICERS

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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 Bamberger

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.

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



*hi*



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. 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 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 Kugel*

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 *Lichter* 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.

AMERICAN JEWISH  
ARCHIVES

*Am*

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 fill

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.

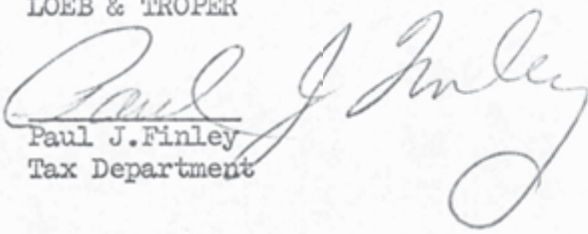
It seems to us that inside the framework of the attached rules generally, you should be able to fund projects overseas with no difficulty whatsoever, so long as you maintain control on the expenditures up to the final point at which they are used for your purpose.

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 not 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 <sup>American Friends</sup> 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.

~~\*\*\*\*\*~~

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 <sup>owned by the Museum (American Friends of the Museum)</sup> 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 enormous, 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. ABRAWOWITZ  
PAUL M. FRANK  
ALLEN N. ROSS

*Inclusion 7*  
*pin 8/15*  
*Swan*  
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,

*Shmuel 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.

*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 Staff  
City Center*

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 UAHC 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

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.

*from the signee's list*  
*mt rec'd asat 5/10*



# 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

ה'יברו 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:

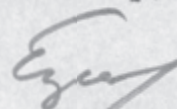
After exploring the various possibilities regarding the rental or purchase of a car for Herbert Friedman, I have come to the conclusion that it would be more economical in the end, and therefore advisable, to purchase a car. I am recommending to you and to Fred Gottschalk that we buy a Peugeot 504, at 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 <sup>in Israel</sup>

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

*2/13/73*



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.