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1

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1

Abba Hillel Silver, "Agreement between The Temple and Rabbi
Abba Hillel Silver", 1955.

Mooney, Hahn, Loeser, Keough & Freedheim

Attorneys - at - Law
National City E. 6th Building
Cleveland 14, Ohio

M. P. MOONEY 1920-1936
EDGAR A. HAHN
NATHAN LOESER 1920-1953
IRWIN N. LOESER
WILLIAM C. KEOUGH
EUGENE H. FREEDHEIM
JOHN LADD DEAN
DANIEL W. LOESER
SAMUEL G. WELLMAN
GEORGE M. AUSTIN
EDW. C. FOSTER
ALAN S. GEISMER
WILLIAM A. LOWRY
ELI GOLDSTON
PHILIP J. WOLF
FORREST B. WEINBERG
WILLIAM B. NORRIS
FRANK E. JOSEPH, JR.

June 27, 1955

Mr. Leo Bamberger
The Temple
Ansel Road and E. 105th Street
Cleveland, Ohio

Dear Leo:

I enclose herewith the executed Agreement between
The Temple and Rabbi Silver, dated June 25, 1955.

I also enclose a conformed copy of this Agreement
which should be inserted in the minute book of The Temple. *de LHB*

Will you please send me your present drafts of the
resolutions passed by the Board of Trustees and by the Con-
gregation so that I may review these for proper form and pre-
pare appropriate certificates.

Cordially yours

Eli Goldston
Eli Goldston

EG:HC
Encl.



THE AGREEMENT BETWEEN
THE TEMPLE
AND
RABBI ABBA HILLEL SILVER

June 25, 1955.

A G R E E M E N T

THIS AGREEMENT made and entered into this 25th day of June, 1955, by and between TIFERETH ISRAEL SOCIETY, a religious corporation organized under the laws of the State of Ohio (hereinafter referred to as "The Temple"), and ABBA HILLEL SILVER (hereinafter referred to as "The Rabbi");

WHEREAS, The Rabbi has heretofore for a period of approximately 37 years served as The Rabbi and spiritual head of The Temple and has contributed magnificently towards the growth and welfare of The Temple and its Congregation far beyond the call of duty; and

WHEREAS, the Board of Trustees of The Temple at a meeting thereof held on January 9, 1953, resolved that The Rabbi be retained as spiritual head of The Temple for life and that The Rabbi be granted the privilege of becoming Rabbi Emeritus at such time as he might elect, and also made certain provisions for the compensation of The Rabbi, for payments to be made to the wife of the Rabbi in the event that he should predecease her, and also for certain distributions for cultural causes closely related to the objects of The Temple, all as is more fully set forth in the minutes of said meeting; and

WHEREAS, the Board of Trustees of The Temple thereafter at a meeting held on the 10th day of May, 1955, by resolution duly adopted, directed the President or Vice President of The Temple to enter into a written contract with The Rabbi setting forth the compensation, terms and provisions pertaining to such employment; and

WHEREAS, thereafter at the Annual Meeting of The Temple held on the 22nd day of May, 1955, the Congregation of The Temple ratified and approved the foregoing actions on the part of the Board of Trustees and elected The Rabbi as Rabbi for life with the privilege of retiring at his election and becoming Rabbi Emeritus;

NOW, THEREFORE, for the purpose of evidencing the agreement between The Temple and The Rabbi in the premises and in consideration of the mutual covenants and agreements herein contained and with the intention of becoming legally bound hereby, The Temple and The Rabbi have agreed and do hereby agree as follows:

1. The Temple does hereby appoint, engage and employ The Rabbi as The Rabbi and spiritual head of The Temple to perform substantially the duties and functions which he has heretofore performed for and on behalf of The Temple. The period of such employment shall be for and during the full life of The Rabbi; and the compensation payable to him shall be not less than Twenty-Seven Thousand Dollars (\$27,000.00) per year (inclusive of any rental allowance paid to him by The Temple) payable in equal monthly installments on the last day of each and every calendar month during his life until such time as he may elect to retire as The Rabbi and become Rabbi Emeritus to perform only such duties and functions which he may in his absolute discretion elect to perform.

2. If and when The Rabbi so elects to retire as The Rabbi and become Rabbi Emeritus and until his death, his compensation hereunder shall be the sum of Fifteen Thousand Dollars (\$15,000.00) annually (inclusive of such rental allowance, if any) to be paid in equal monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00) each on the last day of each and every calendar month during his life.

3. Upon the death of The Rabbi, if he shall be survived by his wife, Virginia H. Silver, there shall be paid to her during the unexpired portion of the then current fiscal year of The Temple the monthly payments which The Rabbi would have been entitled to receive had he lived throughout such current fiscal year, and from and after the end of said current fiscal year and until the death of the said Virginia H. Silver The Temple shall pay to her the sum of Six Hundred Twenty-five Dollars (\$625.00) per month on the first day of each and every month in advance throughout her life.

4. The Temple further agrees that until such time as The Rabbi shall elect to become Rabbi Emeritus or until his death, whichever event shall first occur, The Temple will pay and distribute an amount up to but not in excess of Four Thousand Dollars (\$4,000.00) per year, as the Rabbi shall designate, for such educational, religious or charitable purposes as shall be selected by The Rabbi as being closely related to the objects of The Temple, such distributions to be made either by The Temple or by The Rabbi out of funds provided by The Temple, as The Rabbi may direct, and without the necessity for any accounting on the part of The Rabbi therefor.

If and when The Rabbi shall have become Rabbi Emeritus and continuing thereafter until his death, The Temple shall similarly pay and distribute an amount up to but not in excess of Three Thousand Dollars (\$3,000.00) per year in the manner and for the purposes in the next preceding paragraph hereof prescribed.

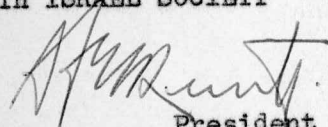
5. The Rabbi hereby accepts the appointment, engagement and employment hereinbefore prescribed and agrees to perform and discharge

the duties and functions as herein provided.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this 25th day of June, 1955.

TIFERETH ISRAEL SOCIETY

By


President

Abba Hillel Silver