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**COMMON PLEAS DIVISION**

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**PAVAN PARIKH  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 1802133**

**DAVE YOST OHIO ATTORNEY  
GENERAL**

**A 2601978**

**vs.**

**HEBREW UNION  
COLLEGEJEWISH INSTITUTE  
OF RELIGION**

**FILING TYPE: INITIAL FILING (OUT OF COUNTY) WITH NO JURY  
DEMAND**

**PAGES FILED: 67**

**IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO**

DAVE YOST,  
OHIO ATTORNEY GENERAL  
Charitable Law Section  
30 East Broad Street, 25<sup>th</sup> Floor  
Columbus, Ohio 43215,

Plaintiff,

v.

HEBREW UNION COLLEGE-JEWISH  
INSTITUTE OF RELIGION  
3101 Clifton Avenue  
Cincinnati, Ohio 45220

Defendant.

Case No.: \_\_\_\_\_

Judge:

COMPLAINT FOR INJUNCTIVE RELIEF  
AND/OR DAMAGES OF OHIO  
ATTORNEY GENERAL DAVE YOST

Plaintiff Dave Yost, Attorney General of Ohio (“Attorney General”), hereby alleges as follows:

**I. INTRODUCTION**

1. FBT Gibbons has been appointed Special Counsel to represent the Attorney General in this matter.

2. This is an action to reform a charitable trust and/or impose a constructive trust on certain charitable funds and assets held by Defendant Hebrew Union College-Jewish Institute of Religion (“College” or “Defendant”) so that assets and donations may be used to permanently maintain a rabbinical school in Cincinnati.

3. For its over 150 years of existence, the College has been the home of a rabbinical school in Cincinnati, Ohio. This Cincinnati rabbinical school was to be “permanently maintained” under the College’s 1950 Consolidation Agreement.

4. A significant number and monetary amount of the charitable donations made to the College were made, in whole or in part, due to the College's commitment to a permanent rabbinical school in Cincinnati. A significant amount of the College's assets also relates to its Cincinnati rabbinical school.

5. But the College violated Ohio law and breached its charitable trust when it removed the language from its Consolidation Agreement that required the permanent maintenance of a Cincinnati rabbinical school. And since that decision, the College has also violated Ohio law and breached its charitable trust, and continues to do so, by failing to use its donations and other assets in ways that honor this charitable purpose tied to the existence of a Cincinnati rabbinical school.

6. The College's Cincinnati rabbinical school is set to close at the end of the 2025-26 academic year.

7. Upon information and belief, the College is actively pursuing the sale or lease of the land that it owns which houses its Cincinnati rabbinical school.

8. The Attorney General, having reasonable cause to believe that violations of Ohio's charitable laws are ongoing, imminent, and would cause irreparable injury, loss or damage to charitable donors, beneficiaries, and others in the State of Ohio, brings this action in the public interest and under the authority vested in the Attorney General by Ohio Revised Code Section 109.23 *et seq.* ("Ohio Charitable Trust Act"), Ohio Revised Code Chapter 1716 ("Ohio Charitable Organizations Act"), and the Attorney General's common law authority.

## II. JURISDICTION AND VENUE

9. The Attorney General, pursuant to R.C. 109.24, R.C. 1716.16, and his common law role as *parens patriae*, protects charitable trusts and their intended public beneficiaries.

10. The College is an Ohio nonprofit corporation with a principal office at 3101 Clifton Avenue, Cincinnati, Hamilton County, Ohio 45220.

11. The College's general purpose is "[t]o establish and maintain a Jewish educational institution or institutions[.]" See College's 1950 Consolidation Agreement at Article 3(a), a copy of which is attached as **Exhibit 1**.

12. The College is an Internal Revenue Service ("IRS") 501(c)(3) tax-exempt organization.

13. The College solicits donations for charitable purposes, including in support of its Cincinnati campus, and has solicited donations for charitable purposes, again including in support of its Cincinnati campus, since its inception over 150 years ago.

14. The College is a "charitable organization" as that term is defined in R.C. 1716.01(A) and the College, as well as its directors, officers, and others who solicit, receive, or expend charitable donations, are considered fiduciaries and have been acting in a fiduciary capacity as contemplated by R.C. 1716.17.<sup>1</sup>

15. The College is also a "charitable trust" as that term is defined in R.C. 109.23, which similarly subjects the College, as well as its directors, officers, and others to fiduciary duties to deal with the College's property.

16. This Court has subject matter jurisdiction in this case pursuant to R.C. 109.24 and 2305.01.

17. This Court may exercise personal jurisdiction over the College pursuant to R.C. 2307.382 because the acts and omissions alleged in this Complaint occurred and are

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<sup>1</sup> The College has acknowledged in prior litigation with the State that it is a charitable trust. See Defendant Hebrew Union College-Jewish Institute of Religion's Answer, Case No. A2402430, ¶ 11 ("... HUC admits that as a 501(c)(3) tax exempt organization, it is a charitable organization and a charitable trust in Ohio by operation of law and, as such has certain fiduciary obligations."), a copy of which is attached as **Exhibit 2**.

occurring in Ohio and/or because they involve or relate to the activities of Ohio residents and Ohio corporations and entities.

18. Venue is proper in Hamilton County because that is where the principal place of business of the College is located.

### III. FACTS GIVING RISE TO THIS COMPLAINT

#### A. The College was formed in Cincinnati and its founding documents established a requirement to permanently maintain a rabbinical school in Cincinnati, Ohio.

19. In 1875, Cincinnati Rabbi Isaac Mayer Wise founded Hebrew Union College as a rabbinical school in Cincinnati, Ohio, the first permanent rabbinical seminary in North America.

20. In 1950, Hebrew Union College consolidated with the Jewish Institute of Religion. The Jewish Institute of Religion was based in the New York area.

21. Prior to 1950, the only campus of Hebrew Union College was the one located in Cincinnati, Ohio.

22. In 1948, when Hebrew Union College and the Jewish Institute of Religion announced their proposed consolidation, the announcement included a statement that “the united institution shall continue to maintain schools in Cincinnati and New York.”

23. In 1950, the Articles of Incorporation of Hebrew Union College were amended by the terms of the Consolidation Agreement between Hebrew Union College and the Jewish Institute of Religion that states, in relevant part:

Consolidated corporation shall be deemed incorporated and existing under the laws of the State of Ohio, with a principal place of business at 3101 Clifton Avenue, Cincinnati, County of Hamilton, State of Ohio. Consolidated corporation shall maintain a place of business in the City and State of New York and may transact business and conduct activities in other states, territories or possessions of the United States or anywhere else in the world. Consolidated corporation **shall permanently maintain rabbinical schools in Cincinnati, Ohio and New York, New York.**

See **Exhibit 1** (emphasis added).

24. Shortly before the 1950 consolidation, Hebrew Union College founded a secular Ph.D. program in Cincinnati. As part of this program, Ph.D. candidate students completed their doctoral coursework with rabbinical students. The program's Ph.D. graduates would then frequently serve as ministers, pastors, and professors in seminaries and universities. The College has also offered a Master's program to graduate students in Cincinnati.

25. In the 1950s and 1960s, the College expanded further, adding campuses in Los Angeles and in Jerusalem. No revisions were made to the Consolidation Agreement to reflect these campus additions.

**B. The College purports to eliminate the “permanent” Cincinnati-area rabbinical school effective the end of the 2025-26 academic year.**

26. In April 2022, in contravention of its founding documents, the College's Board voted to amend the Consolidation Agreement to delete the sentence in Article 2 requiring it to “permanently maintain” rabbinical schools in Cincinnati and New York. See **Exhibit 3** attached.

27. The College's resolution directed the closing of the Cincinnati rabbinical school by the end of the 2025 academic year (*i.e.*, May 2026).

28. The College's resolution also directed the continuation of its North American rabbinical schools in New York and Los Angeles.

29. Even before the April 2022 Board vote approving the resolution to close the Cincinnati rabbinical school, the College had taken steps to wind down the Cincinnati campus, including by eliminating a full-time recruiter from only Cincinnati, while full-time recruiters remained in New York, Los Angeles, and Jerusalem.

30. After the College directed the closing of the Cincinnati rabbinical school, the graduate programs could not be continued in Cincinnati either. In October 2023, the College

voted to close the graduate programs in Cincinnati. A copy of the article in the Jewish Telegraph Agency announcing the closing of the graduate programs in Cincinnati is attached as **Exhibit 4.**

**C. Many of the College's donations were made due to the Cincinnati-area rabbinical school; many of the College's assets are also tied to the Cincinnati-area rabbinical school.**

32. Historically since its founding, and continuing through the present, the College has placed significant reliance on charitable donations from members of the public and from foundations for its funding and support.

33. Some of the charitable donations received by the College were made with restrictions. The types of restrictions that sometimes accompany charitable donations to the College have included campus-specific restrictions (geography), program restrictions, and amounts restricted by purpose.

34. As one example, the Jewish community in Cincinnati alone has donated millions of dollars to support the rabbinical school and the graduate programs at the College's Cincinnati campus. This financial support would not have been given, in many cases, without the assurance of a "permanent" rabbinical school in Cincinnati.

35. As another example of restricted donations, in 2005 the College created a "Master Plan for the Cincinnati Campus: Creation of an Unparalleled Center for Research, Teaching & Learning." A true and correct copy of a presentation relating to the Master Plan is attached as **Exhibit 5.**

36. Among the statements made in the College's Master Plan from 2005 are the following:

- p.2. The Master Plan refers to "A Permanent Address on Clifton Avenue[.]"
- p. 3. "However, the Master Plan will transform more than buildings. Its completion will dramatically expand the College-Institute's ability to innovate and to expand educational opportunities for graduate students and adult

learners alike. **The result will be an unparalleled, dynamic national center for research, teaching, and learning for the Jewish and larger community located in the heart of Cincinnati.** (emphasis added)

- p. 3. “The creation of the Master Plan and its adoption by the Governors of Hebrew Union College-Jewish Institute of Religion:
  - Express the commitment of the College-Institute to strengthening the quality and vitality of Jewish life in Cincinnati, the birthplace of Reform Judaism;
  - Provide new opportunities for cooperative programming and learning for religious, educational, and communal institutions and organizations in Cincinnati and throughout Ohio’s tri-state area.
  - Infuse new energy into the intellectual and cultural life of Cincinnati and its strategies to expand economic development and tourism on the local and regional levels.”
- p. 8. “The expansion and refurbishing of Mayerson Hall as well as the transformation of the Freiberg Gymnasium into a conference center and auditorium, will support the work of our professional and public education initiatives that already draw tens of thousands to the Cincinnati campus and which benefit from partnerships with a variety of local agencies.”

See **Exhibit 5**.

37. As part of the College’s Master Plan in 2005 for its Cincinnati campus, donors gave millions of dollars to the College for that project alone.

38. The College also held fundraising dinners called Cincinnati Associates Tribute Dinners approximately annually from the 1980s until 2019, for the benefit of the College’s Cincinnati campus. Hundreds of individuals attended these dinners. A video from one of these dinners – in 2010 - can be found at the following link: [https://youtu.be/rAH4M1Nm\\_Y4](https://youtu.be/rAH4M1Nm_Y4).

39. There are numerous other donors who have provided financial support to the College due to the existence of a rabbinical school in Cincinnati.

40. The College has substantial assets. Those assets include, without limitation, the land that it owns at 3101 Clifton Avenue, the buildings on that land, the contents of the buildings on the College's Cincinnati campus, and other physical and intangible assets.

41. In addition to the above-described assets of the College, the College has a significant endowment, estimated to be in the hundreds of millions of dollars.

**D. The College has redirected, and there is a threat that it will continue to redirect, donations and other assets that were donated for or otherwise relate to the Cincinnati-area rabbinical school.**

42. The College is, upon information and belief, actively pursuing a sale or a lease of the land that it owns at 3101 Clifton Avenue.

43. Since the College's decision to close the Cincinnati rabbinical school by the end of the 2025-26 academic year, and its decision to close the Cincinnati-based graduate school programs, the College has redirected restricted assets outside of Cincinnati and outside of the State of Ohio to benefit the College's New York, Los Angeles and/or Jerusalem campuses. These redirected assets include assets that were donated for the "permanent" Cincinnati campus of the College.

44. During this same time period, the College has also redirected assets outside of Cincinnati and outside of the State of Ohio to exclusively benefit the College's New York, Los Angeles and/or Jerusalem campuses, despite the fact that at least some portion of these redirected assets include assets that were donated for the "permanent" Cincinnati campus of the College.

45. As a charitable trust, the College does not have the right to divert or redirect assets that were donated for the purpose of a "permanent" Cincinnati rabbinical school or for Cincinnati-based graduate programs.

46. The College, including its directors, officers, and employees who solicit, collect, or expend donations, owes fiduciary duties to donors and to beneficiaries including, without limitation, the duties of care, of loyalty, of obedience to the College's stated purpose, and to comply with the law, as well as other duties not to waste charitable trust assets and to act in the best interest of the charity.

47. This action is being initiated against the College due to its actual and imminent violations of law and the applicable fiduciary duties as set forth in this Complaint.

#### **IV. ATTORNEY GENERAL'S CLAIMS**

##### **COUNT ONE: UNJUST ENRICHMENT**

48. Plaintiff Attorney General incorporates the preceding paragraphs of this Complaint as if fully rewritten herein.

49. As alleged in this Complaint, individuals and organizations conferred a variety of benefits on the College through donations intended to honor the College's charitable purpose tied to the permanent existence of a Cincinnati rabbinical school.

50. Despite this intention, the College diverted these donations and other assets for purposes outside of Ohio and unrelated to the existence of a Cincinnati rabbinical school.

51. The College had knowledge of the benefits conferred and/or received these benefits under circumstances that have resulted in the College being unjustly enriched at the expense of the intended charitable beneficiaries of the College.

52. The Attorney General, by statute and in his role as *parens patriae*, protects charitable trusts and the beneficiaries who should have benefitted from the operation of charitable trusts.

53. The Attorney General is entitled to an order from this Court for an accounting of and a constructive trust on all donations or assets unjustly retained by the College.

**COUNT TWO: REFORMATION OF CHARITABLE TRUST**

54. Plaintiff Attorney General incorporates the preceding paragraphs of this Complaint as if fully rewritten herein.

55. Ohio courts recognize the doctrine of *cy pres*, and courts will apply the doctrine when: (A) there is a viable charitable trust; (B) the donor evidenced a general charitable intent on promoting the trust; and (C) it has become impossible or impractical to carry out the specific purposes or terms of the trust.

56. Ohio case law recognizes the equitable doctrine of deviation. Courts may apply the doctrine when deemed necessary or highly desirable in order to enable the trustee to perform the purposes of the trust. Courts may deviate from the terms of the trust if the provisions have become so restrictive as to impair accomplishment of the trust purposes.

57. The College was formed as a charitable trust under Ohio law and was required to operate for the benefit of its charitable beneficiaries. As such, the assets of the College may be used only for the charitable purposes set forth in the terms of the trust. All charitable proceeds unjustly or illegally retained by the College are subject to the same charitable trust.

58. The College's abandonment and rejection of its promise to "permanently maintain" rabbinical schools in Cincinnati and New York was invalid and violated the College's charitable trust.

59. The College's votes to close the "permanent" rabbinical school in Cincinnati and close the Cincinnati graduate programs were invalid because they changed one of the central

purposes and a fundamental premise of the College, *i.e.*, a permanent rabbinical school in Cincinnati. These actions by the College, without limitation, violated its charitable trust.

60. The College has solicited and received donations based on one of its central purposes, *i.e.*, the existence of a permanent rabbinical school in Cincinnati.

61. Donors contributed funds to the College to further and accomplish one of the College's central purposes, *i.e.*, the existence of a permanent rabbinical school in Cincinnati.

62. Indeed, a significant number and monetary amount of the donations made to the College prior to April 2022 were made due, in whole or in part, to the College's commitment to a permanent rabbinical school in Cincinnati.

63. As a charitable trust, one of the College's obligations is to use assets and donations only for the purposes for which they were received in trust, which included and includes the permanent maintenance of a Cincinnati rabbinical campus.

64. Donations raised by the College and other assets that relate to one of the College's central purposes – the existence of a rabbinical school in Cincinnati – must be and remain devoted to that central purpose.

65. The College has a duty, among others, to hold and administer assets in accordance with the intentions of donors.

66. The College's assets as of April 2022, or at least a portion of them, must be used or directed towards the College's purpose at the time, which included a rabbinical school in Cincinnati, and cannot be used or directed to fund other College operations or purposes.

67. To fulfill the College's stated purposes as described in its Consolidation Agreement, all Cincinnati-related assets, restricted funds, and an equitable portion of other College assets must be devoted to a rabbinical school in Cincinnati.

68. The College has failed to use its donations and other assets in ways that honor its charitable purposes, which included and includes a permanent Cincinnati rabbinical school.

69. The specific purposes and/or terms of the charitable trust have been frustrated and/or become impossible or impractical to perform due to the actions or inactions of the College.

70. The Ohio Attorney General is entitled to an order reforming the terms of the charitable trust to most nearly fulfill the purpose of the charitable trust to maintain a permanent rabbinical school in Cincinnati in accordance with the doctrines of *cy pres* and/or deviation.

**COUNT THREE: BREACH OF FIDUCIARY DUTIES, COMMON LAW**

71. Plaintiff Attorney General incorporates the preceding paragraphs of this Complaint as if fully rewritten herein.

72. Defendant the College owed and owes fiduciary duties to administer charitable assets according to donor intent and for the benefit of intended charitable beneficiaries, including without limitation the duty of care, the duty of loyalty, the duty of obedience to the College's stated purpose, the duty to comply with the law, the duty not to waste charitable trust assets, and the duty to act in the best interest of the charity. The College's fiduciary duties also include the duty to hold and administer assets in accordance with the intentions of donors.

73. By the acts, omissions, and imminent acts identified in this Complaint, Defendant the College has breached and/or is breaching its fiduciary duties. The College's acts, omissions, and imminent acts include, without limitation, deleting the provision in the Consolidation Agreement that required the College to permanently maintain a rabbinical school in Cincinnati, closing the Cincinnati rabbinical school, ending the graduate programs in Cincinnati, and

diverting and/or selling donations and other assets that were received due to the existence of a “permanent” Cincinnati rabbinical school.

74. Defendant the College’s breaches of fiduciary duties as alleged in this Complaint have and/or will directly and proximately cause injury, loss or damage to charitable assets and/or damages to in an amount not yet known but exceeding \$25,000.

75. The imposition of the remedy of a constructive trust is also warranted due to Defendant the College’s breaches of fiduciary duty.

**COUNT FOUR: BREACH OF FIDUCIARY DUTIES, STATUTORY**

81. Plaintiff Attorney General incorporates the preceding paragraphs of this Complaint as if fully rewritten herein.

82. R.C. 1716.17 provides: “Every person who solicits, collects or expends contributions on behalf of a charitable organization or for a charitable purpose or who conducts a charitable sales promotion, and every officer, director, trustee, or employee of that person who is concerned with the solicitation, collection, or expenditure of those contributions shall be considered a fiduciary and as acting in a fiduciary capacity.”

83. The duty under R.C. 1716.17 requires fiduciaries to perform their duties in good faith, in a manner reasonably believed to be in or not opposed to the best interests of the organization, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

84. R.C. 1716.14(A)(12) provides that it is unlawful to operate “in violation of, or fail[] to comply with, any of the requirements” in R.C. Chapter 1716.

85. Defendant, by its actions, omissions, and imminent acts as alleged above in this Complaint, has breached and is breaching its fiduciary duties in violation of R.C. 1716.17 and/or 1716.14(A)(12).

86. The imposition of the remedy of a constructive trust is also warranted due to Defendant's breaches of fiduciary duty.

**COUNT FIVE: ABUSE OF CHARITABLE TRUST, R.C. 109.24**

87. Plaintiff Attorney General incorporates by reference, as if completely rewritten herein, all prior paragraphs of this Complaint.

88. R.C. 109.24 provides that the Attorney General "shall institute and prosecute a proper action to enforce the performance of any charitable trust, and to restrain the abuse of it whenever he considers such action advisable."

89. Defendant's acts, omissions, and imminent additional acts identified in this Complaint constitute an abuse of a charitable trust, in violation of R.C. 109.24.

90. The imposition of the remedy of a constructive trust is also warranted due to Defendant's acts, omissions, and imminent additional acts.

**PRAYER FOR RELIEF**

**WHEREFORE**, pursuant to his statutory and common law authority, Plaintiff Attorney General respectfully requests this Court grant the following relief:

- A. Order and direct Defendant, as trustee, to provide an accounting of all assets held as of April 15, 2022, including specifically restricted assets and assets held, used, given, and/or received in Ohio.
- B. Declare the terms of a charitable and/or constructive trust, including that Defendant's assets held, used, given, and/or received in Ohio be distributed to the Ohio Attorney General to be redistributed for support of a permanent

- campus and school in the Cincinnati, Ohio area for research, education, and preparation of rabbis and leaders of Reform Judaism.
- C. Reform the charitable trust of the College in accordance with the doctrines of *cy pres* and/or deviation, including that Defendant's assets held, used, given, and/or received in Ohio be distributed to the Ohio Attorney General to be redistributed for support of a permanent campus and school in the Cincinnati, Ohio area for research, education, and preparation of rabbis and leaders of Reform Judaism.
  - D. Prohibit and permanently enjoin Defendant from selling, transferring, removing from Ohio, or otherwise diverting donations and other assets in ways that are contrary to its charitable purposes, including without limitation selling the Cincinnati campus.
  - E. Prohibit and permanently enjoin Defendant from otherwise violating its obligations as a charitable trust;
  - F. Impose the remedy of a constructive trust;
  - G. Award compensatory damages and/or restitution of funds to the Attorney General to be redistributed for support of a permanent campus and school in the Cincinnati, Ohio area for research, education, and preparation of rabbis and leaders of Reform Judaism; and
  - H. Grant the Attorney General all other relief, legal and equitable, as the Court deems proper and necessary.

Respectfully submitted,

/s/ Robert D. Shank

Robert D. Shank (0069229)

Ariel M. Fox (0100904)

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Counsel for Plaintiff Dave Yost, Attorney General  
of Ohio

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# Exhibit 1

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Number 119,618

**AMENDMENT**

*Hebrew Union College*  
*Joseph Institute of*  
*Religion*

Filed in the office of the Secretary of State  
 of Columbus, Ohio, on the 11 day  
 of Feb, A. D. 1900  
 and recorded in Volume 10 page 876  
 of the Records of Incorporation.

*Abraham F. ...*

1402 822

*Patton C. ...*  
*1616 Union Cent. Bldg,*  
*Cincinnati, O.*

1/19/50

A402 823

119613

DATE

2-11-50

107500

CERTIFICATE

VOL 580 PAGE 270

This is to certify that at the first regular meeting of the Board of Trustees (Board of Governors) of Hebrew Union College - Jewish Institute of Religion (formed by the consolidation of Hebrew Union College, an educational corporation organized and existing under the laws of Ohio, and Jewish Institute of Religion, an educational corporation organized and existing by virtue of a special act of the Legislature of the State of New York), held pursuant to notice, there was duly delivered to Benjamin Mielziner, Secretary of said first meeting, the respective records of ratification of the Agreement of Consolidation by the Board of Governors of Hebrew Union College, by the Executive Board of The Union of American Hebrew Congregations (which has elected a majority of the Trustees of Hebrew Union College, not including the President) and is now authorized to elect a majority of the Board of Trustees of the consolidated corporation, (not including the President) and by the Board of Trustees of Jewish Institute of Religion, duly certified by the Secretary of each such meeting of such constituent corporations.

This is further to certify that at said first meeting of the consolidated corporation, the following resolution was adopted by unanimous vote of the Trustees:

"RESOLVED, that the proceedings and acts of the Board of Governors of the Hebrew Union College, the Executive Board of The Union of American Hebrew Congregations, and the Board of Trustees of the Jewish Institute of Religion, as duly certified by the respective Secretaries of each meeting thereof to the Secretary of this first meeting of the Board of Trustees of the consolidated corporation be, and they hereby are approved, and that the Secretary of this meeting be, and he hereby is, authorized and directed to certify the Agreement of Consolidation, an executed original of which is attached hereto, and to file this certificate in the office of the Secretary of State of Ohio, to file an executed original of said Agreement of Consolidation in the office of the Secretary of State of New York, and in the office of the Clerk of New York County, and to file a copy thereof, duly certified by the Secretary of State of Ohio, in the office of the Recorder of Hamilton County, Ohio."

This is further to certify that the first Board of Trustees of said consolidated corporation, who have been selected pursuant

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NO 586 277

to the Agreement of Consolidation and the amended Rules and Regulations of Hebrew Union College - Jewish Institute of Religion, are as follows:

<u>NAMES</u>	<u>POST OFFICE ADDRESSES</u>
Marcus Lester Aaron	Pittsburgh, Pa.
Robert S. Adler	Chicago, Ill.
Jacob Aronson	New York, N. Y.
Mrs. Alice Bachrach	New York, N. Y.
Abram Berkowitz	Boston, Mass.
Herbert R. Bloch	Cincinnati, Ohio
Louis Caplan	Pittsburgh, Pa.
A. B. Cohen	Cincinnati, Ohio
Julius H. Cohn	South Orange, N. J.
Hugo Dalsheimer	Baltimore, Md.
Rabbi Maurice N. Eisendrath	Cincinnati, Ohio
Rabbi Abraham J. Feldman	Hartford, Conn.
Lewis Fox	Hartford, Conn.
Max Getz	Cincinnati, Ohio
Rabbi Nelson Glueck, Pres. Ex-Officio	Cincinnati, Ohio
Dr. J. Victor Greenebaum	Cincinnati, Ohio
Rabbi Ferdinand M. Isserman	St. Louis, Mo.
Lester A. Jaffe, Chairman	Cincinnati, Ohio
Benjamin S. Katz	Cincinnati, Ohio
Fred Lazarus, Jr.	Cincinnati, Ohio
Leon Lederer	Cincinnati, Ohio
Rabbi Edgar F. Magnin	Los Angeles, Calif.
Rabbi Julius Mark	New York, N. Y.
Sidney Meyers	Cincinnati, Ohio
Robert Rosenbaum	Philadelphia, Pa.
Samuel I. Rosenman	New York, N. Y.
Mrs. Louisa A. Rosett	New Rochelle, N. Y.
Rabbi Jacob Singer	Chicago, Ill.
Jack H. Skirball	Beverly Hills, Calif.
Rabbi Phineas Smoller	Chicago, Ill.
Mrs. Arthur Hays Sulzberger	New York, N. Y.
Frank L. Weil	New York, N. Y.
Dr. Hiram B. Weiss	Cincinnati, Ohio
Bernard Werthan	Nashville, Tenn.
Rabbi David H. Wice	Philadelphia, Pa.
Rabbi Samuel Wohl	Cincinnati, Ohio
Morton Baum	New York, N. Y.
Walter S. Hilborn	Beverly Hills, Calif.
Judge Joseph M. L'vine	New York, N. Y.
Irving A. Manacher	New York, N. Y.
Herman M. Stein	Lawrence, N. Y.
Israel N. Thurman	New York, N. Y.
Rabbi Abraham J. Brachman	Fort Worth, Texas
Bernard D. Klein	Long Island City, N. Y.
Dewey D. Stone	Brockton, Mass.
Dr. Henry Slonimsky	New York, N. Y.
Dr. Salo W. Baron	New York, N. Y.
Joseph Durst	New York, N. Y.
Rabbi Morton M. Berman	Chicago, Ill.
Rabbi Judah Oahn	Cedarhurst, N. Y.
Rabbi Edward E. Klein	New York, N. Y.
Rabbi Jacob P. Rudin	Great Neck, N. Y.
Arthur Rosenbloom	New York, N. Y.

586 278

A402 825

This is further to certify that at said first meeting of said consolidated corporation, now known as Hebrew Union College - Jewish Institute of Religion, the following officers were duly elected:

- Lester A. Jaffe, Cincinnati, Ohio - Chairman, Board of Governors
- Herbert R. Bloch, Cincinnati, Ohio - Vice Chairman
- Joseph M. Levine, New York, N. Y. - Vice Chairman
- Frank L. Weil, New York, N. Y. - Vice Chairman
- Leon Lederer, Cincinnati, Ohio - Treasurer
- Sidney Meyers, Cincinnati, Ohio - Vice Treasurer
- Benjamin Mielziner, Cincinnati, Ohio - Secretary
- Maxwell Lyons, Cincinnati, Ohio - Assistant Secretary

IN WITNESS WHEREOF, this certificate has been duly signed by the duly elected Secretary of Hebrew Union College - Jewish Institute of Religion, who also acted as Secretary of the first meeting of said Board of Trustees, and sealed with the corporate seal of said corporation, all in accordance with the provisions of General Code of Ohio, Section 10038, et seq.



*Benjamin Mielziner*  
Secretary, Board of Governors,  
(Board of Trustees) Hebrew Union  
College - Jewish Institute of  
Religion

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RESOLUTION made as of the 25th day of January, 1950  
between HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION,  
an educational corporation organized and existing under the  
laws of the State of Ohio (hereinafter referred to as "Hebrew  
Union") and JEWISH INSTITUTE OF RELIGION, an educational cor-  
poration organized and existing by virtue of a special act  
of the Legislature of the State of New York (hereinafter re-  
ferred to as "Institute"),

**V I T N E S S E & I T E M**

WHEREAS, Hebrew Union was incorporated on January 8,  
1926, pursuant to Sections Nine Thousand Nine Hundred and  
Thirty-four et seq. of the General Code of Ohio; and

WHEREAS, Institute was organized by special act of  
the Legislature of the State of New York, pursuant to Chapter  
Four Hundred and Fifty-one of the laws of Nineteen Hundred  
Twenty-three, as amended by Chapter Three Hundred Eighty of  
the laws of Nineteen Hundred Thirty and by Chapter Six Hundred  
Thirty of the laws of Nineteen Hundred Forty-nine; and

WHEREAS, Hebrew Union and Institute have similar ob-  
jects and purposes and for many years have engaged in related  
activities; and

WHEREAS, to effect economies in the administration,  
and to permit of a more efficient and effective operation of  
the two corporations, a consolidation thereof is advisable so  
that hereafter their separate and joint activities shall be  
conducted by the consolidated corporation; and

WHEREAS, such consolidation is permitted pursuant  
to Section Ten Thousand Thirty-eight et seq. of the Ohio

General Code, and by Chapter Six Hundred Thirty of the laws of Nineteen Hundred Forty-nine of the State of New York; and

WHEREAS, at a meeting of the Board of Trustees of Institute held on January 19, 1950 the consolidation of Hebrew Union and Institute in the manner hereinafter set forth was authorized and approved by the assents of more than two-thirds of the Trustees of Institute; and whereas, at a meeting of the Board of Trustees of Hebrew Union to be held on January 25, 1950 the consolidation of Hebrew Union and Institute in the manner hereinafter set forth will <sup>be</sup> authorized and approved by the assents of more than two-thirds of the Trustees of Hebrew Union; and

WHEREAS, the corporation resulting from such consolidation is hereinafter referred to as "consolidated corporation";

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, it is agreed as follows:

1. The name of consolidated corporation shall be "HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION".
2. Consolidated corporation shall be deemed incorporated and existing under the laws of the State of Ohio, with a principal place of business located at <sup>3101 Clifton Avenue,</sup> Cincinnati, County of Hamilton, State of Ohio. Consolidated corporation shall maintain a place of business in the City and State of New York and may transact business and conduct activities in other states, territories or possessions of the United States or anywhere else in the world. Consolidated corporation shall permanently maintain rabbinical schools in Cincinnati, Ohio and New York, New York.
3. The purposes of consolidated corporation shall

A402 828 586 281

be as follows:

(a) To establish and maintain a Jewish educational institution or institutions, which shall be open to all persons upon equal terms, and which shall operate under the patronage of The Union of American Hebrew Congregations; to prepare students to become Rabbis, Jewish Religious Teachers and Social Workers; to promote the study of the Jewish Religion, history and literature, and otherwise to foster and perpetuate Judaism and to disseminate knowledge thereof.

(b) To establish and maintain schools to train in liberal spirit, men and women for the Jewish ministry, research and community service; to study scientifically Jewish literature, history and religious experience, and to make available to the general public a constructive knowledge of Judaism, its spiritual and social ideals, its history and outlook and its contribution to the world's progress; to advance Jewish scholarship; to establish and maintain a library and to educate and train Rabbis, Cantors and Teachers.

(c) To grant and confer the degrees of Rabbi, Master of Hebrew Literature, Bachelor of Hebrew Literature, Doctor of Hebrew Literature, Doctor of Jewish Theology, Doctor of Divinity, Doctor of Hebrew Letters, Doctor of Hebrew Studies and such other degrees, diplomas and certificates as comport with the foregoing purposes of the consolidated corporation.

4. The number of Trustees of consolidated corporation shall be not less than twenty-four (24), nor more than fifty-four (54) and the President ex officio. Initially

one-third of the number shall be nominated by Institute.

5. The Rules and Regulations or By-Laws of consolidated corporation shall prescribe the number, qualifications, powers, terms of office and manner of selection of Trustees and officers and all other provisions for the regulation of its affairs and the management and disposition of its property. Such Rules and Regulations or By-Laws shall be subject to the provisions herein contained.

The Trustees nominated by Institute shall have fair and adequate representation on all committees, the activities of which shall directly or indirectly affect the rabbinical school to be maintained by consolidated corporation in the City of New York.

At least one meeting of the Board of Trustees shall be held annually in the City of New York or within a radius of one hundred miles therefrom.

6. The names and post office addresses of the Trustees of consolidated corporation until the next meeting shall be as follows:

<u>NAMES</u>	<u>POST OFFICE ADDRESSES</u>
Marcus Lester Anton	1233 Inverness St., Pittsburgh, Pa.
Robert S. Adler	53 W. Jackson Blvd., Chicago, Ill.
Jacob Aronson	466 Lexington Ave., New York, N. Y.
Mrs. Alfred Bachrach	911 Park Avenue, New York, N. Y.
Abram Berkowitz	50 Federal St., Boston, Mass.
Herbert R. Bloch	313 Vine St., Cincinnati, Ohio
Louis Caplan	Frick Bldg., Pittsburgh, Pa.
A. B. Cohn	1658 Herald St., Cincinnati, Ohio
Sugo Delsheimer	Loisura Hill, Pikesville, Md.
Rabbi Maurice H. Eisendrath	34 West 6th St., Cincinnati, Ohio
Rabbi Abram J. Feldman	145 Ballard Dr., Hartford, Conn.
Lewis Fox	750 Prospect Ave., Hartford, Conn.
Max Getz	5th and Vine Sts., Cincinnati, Ohio

## GAMES

## POST OFFICE ADDRESSES (cont'd.)

Rabbi Nelson Olueck, President	162 Glen-bry Ave., Cincinnati, Ohio
Fr. J. Victor Greenebaum	3522 Herding Rd., Cincinnati, Ohio
Rabbi Ferdinand K. Isserman	5017 Washington Ave., St. Louis, Mo.
Lester A. Jaffe, Chairman	Union Central Bldg., Cincinnati, Ohio
Benjamin S. Katz	Time Hill, Cincinnati, Ohio
Fred Lazarus, Jr.	707 Beece St., Cincinnati, Ohio
Leon Lederer	May Stern Co., Cincinnati, Ohio
Rabbi Edgar F. Maguin	636 S. Robert St., Los Angeles, Calif.
Rabbi Julius Mark	1 East 65th St., New York, N. Y.
Sidney Meyers	3301 Colerain Ave., Cincinnati, Ohio
Robert Rosenbaum	3743 D St., Philadelphia, Pa.
Hon. Samuel I. Rosenman	165 Broadway, New York, N. Y.
Mrs. Paula A. Rosett	35 Brookdale Ave., Rosetonelle, N. Y.
Rabbi Jacob Singer	1615 Morse Ave., Chicago, Ill.
Jack H. Skirball	604 N. Alta Dr., Beverly Hills, Calif.
Rabbi Phineas Smoller	6513 Hollywood Blvd., Los Angeles, Calif.
Mrs. Arthur Bays Sulzberger	5 East 29th St., New York, N. Y.
Frank L. Weil	60 East 42nd St., New York, N. Y.
Dr. Hiram B. Weiss	Doctors Bldg., Cincinnati, Ohio
Bernard Verthan	Tno Blvd., Nashville, Tenn.
Rabbi David H. Wice	615 N. Broad St., Philadelphia, Pa.
Rabbi Samuel Wohl	3610 Washington Ave., Cincinnati, Ohio
Morton Bays	19 West 44th St., New York 19, N. Y.
Walter B. Wilborn	716 Alpine Ave., Beverly Hills, Calif.
Judge Joseph M. Lovino	384 East 29th St., New York 55, N. Y.
Irving A. Zanscher	110 Riverside Drive, New York 24, N. Y.
Herman M. Stein	170 Wildacre Avenue, Lawrence, N. Y.
Israel H. Thurman	Suite 1019, 250 W. 57th St., New York, N.Y.
Rabbi Abraham J. Brachman	2308 Warner Road, Fort Worth, Tex.
Bernard D. Klein	30-34 36th St., Long Island City, N. Y.
Dancy D. Stone	23 Arlington St., Brockton, Mass.
Dr. Henry Sienlasky	40 West 68 St., New York, 23, N. Y.
Dr. Solo H. Baron	29 Claremont Avenue, New York 27, N. Y.
Joseph Durst	358 Fifth Avenue, New York 1, N. Y.
Rabbi Morton M. Bernum	1100 Hyde Park Blvd., Chicago, Ill.
Rabbi Judah Gahn	Temple Israel, 400 Old Ave., Cedarhurst, N.Y.
Rabbi Edward K. Klein	30 West 68th St., New York 23, N. Y.
Rabbi Jacob P. Rudin	Temple Beth El, Old Mill Road, Great Neck, N.
Arthur Rosenblom	812 Park Avenue, New York, N. Y.

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7. The election of Trustees of consolidated corporation shall be held biennially, beginning with the year 1950, at Cincinnati, Ohio, or New York City, New York, or at some other convenient place selected by the Trustees.

8. Upon compliance with Sections Ten Thousand Thirty-nine, Ten Thousand Forty and Ten Thousand Forty-one of the General Code of Ohio, and upon the filing of an executed original of this agreement in the office of the Secretary of State of Ohio, in the office of the Secretary of State of New York and in the office of the Clerk of New York County, and upon filing a copy thereof duly certified

by the Secretary of State of Ohio in the office of the Recorder of Hamilton County, Ohio, viz the rights, privileges, franchises and interests of each of the constituent corporations, and all the property, real, personal and mixed, and all the debts due on whatever account to any of them, as well as all things in action belonging to any of them, shall be taken and deemed to be transferred to and vested in consolidated corporation without further act or deed; and all claims, demands, property and every other interest shall be as effectively the property of consolidated corporation as they were of the constituent corporations, and the title to all real estate taken by deed or otherwise, vested in any of such constituent corporations, shall not in any way be impaired by reason of the consolidation; but shall be vested in consolidated corporation; provided, however, the rights of creditors of any constituent corporation shall not in any manner be impaired nor shall any liability or obligation due or to become due, or any claim or demand for any cause existing against any such corporation be released or impaired by any such consolidation; but consolidated corporation shall be deemed to have assumed and shall be liable for all liabilities and obligations of each of the corporations consolidated in the same manner as if consolidated corporation had itself incurred such liabilities or obligations.

9. The affirmative vote of at least two-thirds of all the Trustees shall be required for any revision or amendment of this consolidation agreement.

WITNESS the signatures of all of the assenting Trustees of each constituent corporation as of the 25th day

of January , 1950, the corporate seals of each constituent corporation and the signatures of the President and Secretary of each constituent corporation <sup>as of</sup> this 25th day of January , 1950.

For Hebrew Union College - Jewish Institute of Religion

For Jewish Institute of Religion

Handwritten signatures for Hebrew Union College - Jewish Institute of Religion, including names like David R. Michael, Felix S. ... and others.

Handwritten signatures for Jewish Institute of Religion, including names like Milton Bank, Salomon Bayon, and others. The bottom portion of this list is crossed out with a large X.



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AFFIDAVIT OF PRESIDENT AND SECRETARY  
OF HEBREW UNION COLLEGE - JEWISH INSTITUTE OF  
RELIGION

STATE OF Ohio }  
COUNTY OF Hamilton } SS:-

NELSON GLUECK and BENJAMIN MIELSTEIN, being duly  
and severally sworn, each for himself deposes and says:

That he, the said NELSON GLUECK, is the President,  
and that the said BENJAMIN MIELSTEIN is the Secretary of  
Hebrew Union College - Jewish Institute of Religion, an  
Ohio corporation referred to in the foregoing agreement and  
that they have each been authorized to execute and file the  
foregoing agreement of consolidation by the votes of more than  
2/3rds of the Trustees cast in person of all of the Trustees  
of such corporation and that such vote was cast at a Trustees'  
meeting held on the 25th day of January, 1950, upon notice in  
compliance with the laws of the State of Ohio.

Nelson Glueck  
President

Benjamin Mielstein  
Secretary

Sworn to before me this  
25th day of January, 1950

Martha Betty Semmons  
MARTHA BETTY SEMMONS  
Notary Public, State of Ohio  
My Commission Expires Aug. 28, 1952.

Form 770

THE STATE OF OHIO }  
COUNTY OF HAMILTON } So.

I, ELMER F. MUNSICKER, Clerk of the Common Pleas Court,  
the same being a court of record of the aforesaid county, having by law a seal do hereby certify that  
Martha Betty Semmons Esq., whose name is subscribed to the attached certificate of  
acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit a  
NOTARY PUBLIC duly commissioned and sworn and residing in said county, and was, as such, an officer  
of said state, duly authorized by the laws thereof to take and certify the same, as well as to take and  
certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said  
state, and that full faith and credit are and ought to be given to his official acts; and I further certify  
that I am well acquainted with his handwriting, and verily believe that the signature to the attached  
certificate is his genuine signature. I further certify that the filling of the impression of the notary seal is  
not required in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal this 27th day of January 19 50.

Elmer F. Munsicker  
Clerk of Common Pleas Court, Hamilton County, Ohio

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**AFFIDAVIT OF PRESIDENT AND SECRETARY  
OF JEWISH INSTITUTE OF RELIGION**

A402 836

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS:-

NELSON GLOBECK, and GLORIA SEIDEL TAXON, being  
duly and severally sworn, each for himself deposes and says:

That he, the said NELSON GLOBECK is the President  
and that the said GLORIA SEIDEL TAXON is the Secretary of  
Jewish Institute of Religion, a New York corporation re-  
ferred to in the foregoing agreement and that they have each  
been authorized to execute and file the foregoing agreement  
of consolidation by the votes cast at a Trustees' meeting  
held on the 21st day of December, 1949, upon notice in  
compliance with the laws of the State of New York.

*Nelson Globeck*  
President

*Gloria Seidel Taxon*  
Secretary

Sworn to before me this  
19th day of January, 1950

*George J. McCarty, Jr.*

GEORGE J. McCARTY, JR.  
Notary Public, State of New York  
Residing in Queens County  
Queens Co. Clk. No. 2601, Reg. No. 121-Mc-G  
N.Y. Co. Clk. No. 504, Reg. No. 237-Mc-G  
Kings Co. Clk. No. 72, Reg. No. 146-Mc-G  
Westch. Co. Clk. No. 13, Reg. No. 81-Mc-G  
Commission Expires March 30, 1950

State of New York }  
County of New York } ss. I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court  
of Record having by law a seal, do hereby certify that

No. 91801

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment  
or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of  
New York; that pursuant to law a commission, or a certificate of his official character,  
and his autograph signature, have been filed in my office; that as such Notary Public he  
was duly authorized by the laws of the State of New York to administer oaths and affirmations,  
to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and  
other-writes instruments for lands, tenements and hereditaments to be read in evidence or  
recorded in this State, to protest notes and to take and certify affidavits and depositions; and  
that I am well acquainted with the handwriting of such Notary Public, or have compared the  
signature on the annexed instrument with his autograph signature deposited in my office, and  
believe that the signature is genuine.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
this 20th day of January, 1950

FEE PAID 25¢

*Archibald R. Watson*  
County Clerk and Clerk of the Supreme Court, New York County

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A402 837

ACKNOWLEDGMENT OF PRESIDENT AND SECRETARY  
OF HEBREW UNION COLLEGE - JEWISH  
INSTITUTE OF RELIGION

STATE OF Ohio }  
COUNTY OF Hamilton } SSr-

On this 25 day of January, 1950, before me personally came NELSON OLUECK and BENJAMIN MIELZNER, to me known and known to me to be the President and Secretary respectively of Hebrew Union College - Jewish Institute of Religion, an Ohio corporation described in and who executed the foregoing agreement of consolidation and they severally duly acknowledged to me that they executed the same.

*Martha Betty Seimons*

MARTHA BETTY SEIMONS  
Notary Public, State of Ohio  
My Commission Expires Aug. 23, 1952

Form 779

THE STATE of OHIO }  
COUNTY of HAMILTON } ss.

I, ELMER F. HUNSICKER, Clerk of the Common Pleas Court, the same being a court of record of the aforesaid county, having by law a seal do hereby certify that Martha Betty Seimons Esq., whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit a NOTARY PUBLIC duly commissioned and sworn and residing in said county, and was, as such, an officer of said state, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said state, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting, and verily believe that the signature to the attached certificate is his genuine signature. I further certify that the filing of the impression of the notary seal is not required in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of January, 1950.

*Elmer F. Hunsicker*  
Clerk of Common Pleas Court, Hamilton County, Ohio

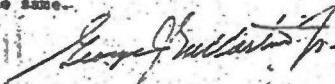
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**ACKNOWLEDGMENT OF PRESIDENT AND SECRETARY  
OF JEWISH INSTITUTE OF RELIGION**

A402 838

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.s

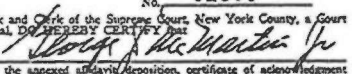
On this 19th day of January, 1950, before me personally came NELSON GLOBECK and GLORIA SEIDEL TAXON, to me known and known to me to be the President and Secretary respectively of Jewish Institute of Religion, a New York corporation described in and who executed the foregoing agreement of consolidation and they severally duly acknowledged to me that they executed the same.



GEORGE J. MCCARTHY, JR.  
Notary Public, State of New York  
Residing in Onondaga County  
Queen Co. Clk. No. 304, Reg. No. 227  
N.Y. Co. Clk. No. 304, Reg. No. 227  
Kings Co. Clk. No. 72, Reg. No. 146  
Schenectady Co. Clk. No. 11, Reg. No. 81  
Commission Expires March 30, 1950

State of New York }  
County of New York } ss.:  
I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, do hereby certify that

No. 91800 Form 1



whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of making the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest oaths and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of January 1950

FEE PAID 25c

Archibald R. Watson  
County Clerk and Clerk of the Supreme Court, New York County

# Exhibit 2

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

<b>STATE OF OHIO, <i>ex rel.</i></b>	)	
<b>DAVE YOST,</b>	)	
<b>OHIO ATTORNEY GENERAL</b>	)	<b>CASE NO.: A2402430</b>
	)	
<b>Plaintiff,</b>	)	<b>JUDGE SHANAHAN</b>
	)	
<b>v.</b>	)	<b>DEFENDANT HEBREW UNION</b>
	)	<b>COLLEGE-JEWISH INSTITUTE OF</b>
<b>HEBREW UNION COLLEGE-JEWISH</b>	)	<b>RELIGION'S ANSWER</b>
<b>INSTITUTE OF RELIGION,</b>	)	
	)	
<b>Defendant.</b>	)	

Defendant Hebrew Union College-Jewish Institute of Religion (“HUC”), through counsel, answers the Verified Complaint (“Complaint”) filed by Plaintiff State of Ohio, *ex rel.* Dave Yost, Ohio Attorney General (“Plaintiff”) as follows:

**PRELIMINARY STATEMENT**

Plaintiff’s complaint is based on spurious and unsubstantiated claims published in an article in April 2024. Indeed, the Complaint contains no material allegations of fact other than what Plaintiff parroted from that article. The unsupported claims in that report were and are false. They are directly contrary to the facts and the information HUC has provided to Plaintiff both before and after filing the Complaint. HUC is not now—nor has it ever been—in breach of its fiduciary obligations, nor has it deceived any person in the course of soliciting donations, or committed any of the violations alleged in Plaintiff’s Complaint. To the contrary, HUC has been and remains committed to operating the Klau Library and managing its collection consistent with its fiduciary obligations and its goal—as a religious institution—of preserving the Library’s collection to advance the understanding and study of Judaism

**I. INTRODUCTION**

1. The allegations contained in Paragraph 1 of the Complaint contain a generalized narrative to which no response is required.

2. With respect to the allegations contained in Paragraph 2 of the Complaint, HUC states that the terms of its website at <https://huc.edu/libraries/cincinnati> speak for themselves and denies all allegations inconsistent therewith. HUC is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 2 of the Complaint and therefore denies same.

3. With respect to the allegations contained in Paragraph 3 of the Complaint, HUC states that the terms of Cincy | Jewfolk Article speak for themselves and specifically denies all allegations of wrongdoing on the part of HUC. HUC denies all remaining allegations contained in Paragraph 3 of the Complaint.

4. The allegations contained in Paragraph 4 of the Complaint contain a generalized narrative to which no response is required. To the extent a response is required, HUC denies such allegations.

## II. JURISDICTION AND VENUE

5. HUC admits the allegations contained in Paragraph 5 of the Complaint.

6. HUC admits the allegations contained in Paragraph 6 of the Complaint.

7. With respect to the allegations contained in Paragraph 7 of the Complaint, HUC states that the terms of the Hebrew Union 1950 Merger Amendment speak for themselves and denies all allegations inconsistent therewith.

8. With respect to the allegations contained in Paragraph 8 of the Complaint, HUC states that the terms of its website at <https://huc.edu/libraries/cincinnati> speak for themselves and

denies all allegations inconsistent therewith. HUC admits that it owns and operates the Cincinnati Library. HUC denies any remaining allegations contained in Paragraph 8 of the Complaint.

9. With respect to the allegations contained in Paragraph 9 of the Complaint, HUC states that the terms of the Hebrew Union 2021-22 990-T speak for themselves and denies all allegations inconsistent therewith. HUC admits that it is a 501(c)(3) tax-exempt organization. HUC denies any remaining allegations contained in Paragraph 9 of the Complaint.

10. With respect to the allegations contained in Paragraph 10 of the Complaint, HUC states that the terms of its website at <https://huc.edu/donate/klau-library-donation/> and <https://huc.edu/donate/gifts-of-impact/> speak for themselves and denies all allegations inconsistent therewith. HUC admits that it solicits charitable donations, including for the Cincinnati Library. HUC denies any remaining allegations contained in Paragraph 10 of the Complaint.

11. Paragraph 11 of the Complaint sets forth legal conclusions to which no response is required. To the extent the allegations contained in Paragraph 11 of the Complaint require a response, HUC admits that as a 501(c)(3) tax exempt organization, it is a charitable organization and a charitable trust in Ohio by operation of law and, as such has certain fiduciary obligations. HUC denies any further allegations contained in Paragraph 11 of the Complaint.

12. HUC admits the allegations contained in Paragraph 12 of the Complaint.

13. HUC admits the allegations contained in Paragraph 13 of the Complaint.

14. HUC admits the allegations contained in Paragraph 14 of the Complaint.

### **III. ACTIVITIES GIVING RISE TO THIS COMPLAINT**

15. With respect to the allegations contained in Paragraph 15 of the Complaint, HUC states that the terms of the websites at <https://jewishlibraries.org/klau-library-huc-cincinnati/> and

<https://huc.edu/libraries/cincinnati/> speak for themselves and denies all allegations inconsistent therewith. HUC denies any remaining allegations contained in Paragraph 15 of the Complaint.

16. With respect to the allegations contained in Paragraph 16 of the Complaint, HUC states that the terms of its website at <https://huc.edu/libraries/special-collections/> speak for themselves and denies all allegations inconsistent therewith. HUC denies any remaining allegations contained in Paragraph 16 of the Complaint.

17. With respect to the allegations contained in Paragraph 17 of the Complaint, HUC states that the terms of its website at <https://huc.edu/libraries/special-collections/rare-book-and-manuscript-collection> speak for themselves and denies all allegations inconsistent therewith. HUC denies any remaining allegations contained in Paragraph 17 of the Complaint.

18. With respect to the allegations contained in Paragraph 18 of the Complaint, HUC states that the terms of its website at <https://huc.edu/libraries/cincinnati/> speak for themselves and denies all allegations inconsistent therewith. HUC denies any remaining allegations contained in Paragraph 18 of the Complaint.

19. HUC is without knowledge or information sufficient to form a belief as to the truth of statements contained in Paragraph 19 of the Complaint and therefore denies same.

20. Paragraph 20 of the Complaint sets forth a general narrative to which no response is required. To the extent the allegations contained in Paragraph 20 of the Complaint require a response, HUC is without knowledge or information sufficient to form a belief as to the truth of statements contained in Paragraph 20 of the Complaint and therefore denies same.

21. With respect to the allegations contained in Paragraph 21 of the Complaint, HUC states that the terms of the Financial Statements speak for themselves and denies all allegations

inconsistent therewith. HUC denies any remaining allegations contained in Paragraph 21 of the Complaint.

22. With respect to the allegations contained in Paragraph 22 of the Complaint, including subsections a-o, HUC states that the statements made in the Cincy | Jewfolk article speak for themselves and denies all allegations of wrongdoing on the part of HUC. HUC denies such publication constitutes a “news report” and specifically denies any efforts to “sell off the Cincinnati Library’s collection.” HUC denies any remaining allegations contained in Paragraph 22 of the Complaint.

23. With respect to the allegations contained in Paragraph 23 of the Complaint, HUC admits that the Attorney General wrote to the College in April, 2024 and the terms of that communication speak for themselves and denies all allegations inconsistent therewith.

24. HUC denies the allegations contained in Paragraph 24 of the Complaint.

25. With respect to the allegations contained in Paragraph 25 of the Complaint, including subsections a through e, HUC admits that the Attorney General issued an Investigative Record Request to the College in April, 2024 and the records sought by that communication speak for itself and denies all allegations inconsistent therewith.

26. HUC denies the allegations contained in Paragraph 26 of the Complaint.

27. With respect to the allegations contained in Paragraph 27 of the Complaint, HUC states that the statements contained on the website at <https://www.sothebys.com/en/departments/judica?locale=en> speak for themselves and denies all allegations inconsistent therewith. HUC is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 27 of the Complaint and therefore denies same.

28. With respect to the allegations contained in Paragraph 28 of the Complaint, HUC states that the statements contained on the website at <https://www.sothebys.com/en/departments/judica?locale=en> speak for themselves and denies all allegations inconsistent therewith. HUC is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 28 of the Complaint and therefore denies same.

29. With respect to the allegations contained in Paragraph 29 of the Complaint, HUC states that the statements on the website at <https://www.sothebys.com/en/sell?locale=en> speak for themselves and denies all allegations inconsistent therewith. HUC is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 29 of the Complaint and therefore denies same.

30. HUC denies the allegations contained in Paragraph 30 of the Complaint.

31. With respect to the allegations contained in Paragraph 31 of the Complaint, HUC states that the terms of its website at <https://huc.edu/donate/gifts-of-impact/#global> speak for themselves and denies all allegations inconsistent therewith.

32. With respect to the allegations contained in Paragraph 32 of the Complaint, HUC states that the terms of its website at <https://huc.edu/donate/gifts-of-impact/#global> and <https://huc.edu/donate/klau-library-donation/> and speak for themselves and denies all allegations inconsistent therewith.

33. Paragraph 33 of the Complaint sets forth legal conclusions to which no response is required. To the extent the allegations contained in Paragraph 33 of the Complaint require a response, HUC states that it complies with all laws and duties required of it and denies any allegations inconsistent therewith.

34. With respect to the allegations contained in Paragraph 34 of the Complaint, HUC denies that it has violated any Ohio law or any applicable fiduciary duties owed. HUC denies any remaining allegations contained in Paragraph 34 of the Complaint.

#### IV. ATTORNEY GENERAL'S CLAIMS

##### **COUNT ONE: DECEPTIVE ACTS OR PRACTICES IN CHJARITABLE SOLICITATION, R.C. 1716.14(A)(1)**

35. In response to the allegations contained in Paragraph 35 of the Complaint, HUC incorporates by reference its responses contained in the prior Paragraphs of this Answer as if fully rewritten herein.

36. With respect to the allegations contained in Paragraph 36 of the Complaint, HUC states that the terms of R.C. 1716.14(A)(1) speak for themselves and denies all allegations inconsistent therewith.

37. HUC denies the allegations contained in Paragraph 37 of the Complaint.

##### **COUNT TWO: MISLEADING PERSONS AS TO MATERIAL FACTS CONCERNING SOLICITATION, R.C. 1716.14(A)(2)**

38. In response to the allegations contained in Paragraph 38 of the Complaint, HUC incorporates by reference its responses contained in the prior Paragraphs of this Answer as if fully rewritten herein.

39. With respect to the allegations contained in Paragraph 39 of the Complaint, HUC states that the terms of R.C. 1716.14(A)(2) speak for themselves and denies all allegations inconsistent therewith.

40. HUC denies the allegations contained in Paragraph 40 of the Complaint.

##### **COUNT THREE: MISLEADING PERSONS AS TO USE OF DONATED PROCEEDS, R.C. 1716.14(A)(5)**

41. In response to the allegations contained in Paragraph 41 of the Complaint, HUC incorporates by reference its responses contained in the prior Paragraphs of this Answer as if fully rewritten herein.

42. With respect to the allegations contained in Paragraph 42 of the Complaint, HUC states that the terms of R.C. 1716.14(A)(5) speak for themselves and denies all allegations inconsistent therewith.

43. HUC denies the allegations contained in Paragraph 43 of the Complaint.

**COUNT FOUR: BREACH OF FIDUCIARY DUTIES, COMMON LAW**

44. In response to the allegations contained in Paragraph 44 of the Complaint, HUC incorporates by reference its responses contained in the prior Paragraphs of this Answer as if fully rewritten herein.

45. Paragraph 45 of the Complaint sets forth legal conclusions to which no response is required. To the extent the allegations contained in Paragraph 45 of the Complaint require a response, HUC states that it has complied with all fiduciary duties required of it and denies any allegation inconsistent therewith.

46. HUC denies the allegations contained in Paragraph 46 of the Complaint.

47. HUC denies the allegations contained in Paragraph 47 of the Complaint.

**COUNT FIVE: BREACH OF FIDUCIARY DUTIES, STATUTORY**

48. In response to the allegations contained in Paragraph 48 of the Complaint, HUC incorporates by reference its responses contained in the prior Paragraphs of this Answer as if fully rewritten herein.

49. With respect to the allegations contained in Paragraph 42 of the Complaint, HUC states that the terms of R.C. 1716.17 speak for themselves and denies all allegations inconsistent therewith.

50. Paragraph 50 of the Complaint sets forth legal conclusions to which no response is required. To the extent the allegations contained in Paragraph 50 of the Complaint require a response, HUC states that it has complied with all fiduciary duties required of it and denies all allegations inconsistent therewith.

51. With respect to the allegations contained in Paragraph 42 of the Complaint, HUC states that the terms of R.C. 1716.14(A)(12) speak for themselves and denies all allegations inconsistent therewith.

52. HUC denies the allegations contained in Paragraph 52 of the Complaint.

**COUNT SIX: ABUSE OF CHARITABLE TRUST, R.C. 109.24**

53. In response to the allegations contained in Paragraph 53 of the Complaint, HUC incorporates by reference its responses contained in the prior Paragraphs of this Answer as if fully rewritten herein.

54. With respect to the allegations contained in Paragraph 54 of the Complaint, HUC states that the terms of R.C. 109.24 speak for themselves and denies all allegations inconsistent therewith.

55. HUC denies the allegations contained in Paragraph 55 of the Complaint.

56. HUC denies each and every allegation contained in the Complaint except those specifically admitted herein to be true.

**AFFIRMATIVE DEFENSES**

1. Plaintiff's Complaint fails to state a claim against HUC upon which relief can be granted.
2. Plaintiff's Complaint fails to identify any actual conduct on the part of HUC that violates any law or fiduciary obligation.
3. Plaintiff's Complaint wholly fails to identify any item from HUC's Cincinnati Library that has been improperly sold, transferred, disposed of or otherwise deaccessioned.
3. Plaintiff's Complaint is an unconstitutional violation of HUC's exercise of its religion.
4. HUC has complied with all relevant laws and regulations.
5. HUC has not engaged in any deceptive acts or practices in its charitable solicitations.
6. HUC has not misled any individuals as to any material fact in its charitable solicitations.
7. HUC has not misled any individuals as to the use of any donated proceeds.
8. HUC has complied with all fiduciary duties owed.
9. HUC has not engaged in any abuse of a charitable trust.
10. HUC reserves the right to assert additional defenses that become known through the course of litigation.

WHEREFORE, HUC having fully answered, respectfully request that this Court dismiss the Complaint, with prejudice, with all costs to be borne by Plaintiff and to award HUC its costs and fees incurred in the defense of the Complaint together with any other relief this Court deems just and proper.

Respectfully submitted,

/s/ Jennifer M. Turk

Jennifer M. Turk (0073781)  
Nicholas P. Lacey (0100042)  
Martha J. Sweterlitsch (0015157)  
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nlacey@beneschlaw.com  
msweterlitsch@beneschlaw.com

*Counsel for Defendant Hebrew Union College –  
Jewish Institute of Religion*

**CERTIFICATE OF SERVICE**

I certify that a true and accurate copy of the foregoing was served on July 1, 2024 upon all counsel of record via the Court's electronic filing system.

*/s/ Jennifer M. Turk* \_\_\_\_\_  
Jennifer M. Turk

# Exhibit 3



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
04/18/2022	202210402814	AMENDMENT TO ARTICLES (AMD)	50.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

TAFT STETTINIUS & HOLLISTER LLP  
425 WALNUT STREET, SUITE 1800  
CINCINNATI, OH 45202

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose  
119613**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**HEBREW UNION COLLEGE-JEWISH INSTITUTE OF RELIGION**

and, that said business records show the filing and recording of:

Document(s)

**AMENDMENT TO ARTICLES**

Document No(s):

**202210402814**

Effective Date: 04/15/2022



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
18th day of April, A.D. 2022.

**Ohio Secretary of State**

Form 541 Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

[OhioSoS.gov](http://OhioSoS.gov) | [business@OhioSoS.gov](mailto:business@OhioSoS.gov)

File online or for more information: [OhioBusinessCentral.gov](http://OhioBusinessCentral.gov)

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**Certificate of Amendment**  
**(Nonprofit, Domestic Corporation)**  
**Filing Fee: \$50**  
**Form Must Be Typed**

Check the appropriate box:

- Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

HEBREW UNION COLLEGE-JEWISH INSTITUTE OF RELIGION

Charter Number

119613

**A copy of the resolution of amendment must be attached to this document.**

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

**By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.**

**Required**

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Sue Neuman Hochberg

Signature

Sue Neuman Hochberg, Chair

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



**Resolution**

The Board of Governors of HUC–JIR hereby adopts the following resolution at a duly authorized meeting of the Board of Governors:

*Whereas*, we have identified five strategic goals to guide our strategic decision making, which can be summarized as (i) Strengthen educational excellence, (ii) Strengthen the student experience, (iii) Grow our impact throughout the Jewish world, (iv) Achieve financial sustainability, and (v) Ensure a sacred and respectful culture; and

*Whereas*, the Board of Governors seeks to find effective ways to achieve these goals and address various challenges facing the College-Institute, which challenges include declining enrollment in our residential rabbinical programs, caused by such factors as waning interest in attending liberal seminaries, less denominational affiliation within the Jewish world, and more seminary choices for potential rabbinical students; declining financial support from Reform congregations; and the operational complexity, difficulty of ensuring consistent safe and respectful cultures, and added costs of operating similar programs across three North American campuses; and

*Whereas*, the administration of HUC-JIR has made recommendations it believes will address these and other challenges and move the College-Institute toward the achievement of the Board of Governors’ five strategic goals; and

*Whereas*, the administration of HUC-JIR has committed, regardless of the campus configuration of the residential rabbinical program, to address the need for student pulpits and internships across the whole of the United States and Canada; and

*Whereas*, the administration recommends we operate our North American residential rabbinical programs in Los Angeles and New York and cease operating a residential rabbinical program in Cincinnati no later than the end of the 2026 academic year, until such time as further changes may be recommended by the Provost in consultation with the faculty, and approved by the Board of Governors; and

*Whereas*, the administration also recommends we design and implement an academically rigorous, low-residency clergy program that includes in-residence learning in Cincinnati to attract students in North America unable or unwilling to enroll in our residential clergy program and to increase our ability to serve more of Jewish North America, to commence operations no later than academic year 2025; and

*Whereas*, all operational changes made by the College-Institute will comply with all applicable laws, administrative rules, and regulations of the State of Ohio.

CINCINNATI

JERUSALEM

LOS ANGELES

NEW YORK

*Therefore, be it resolved*, that, by the affirmative vote of at least two-thirds of the Governors present, paragraph 2 of the Agreement of Consolidation between Hebrew Union College – Jewish Institute of Religion and Jewish Institute of Religion, dated January 25, 1950, as amended August 13, 1992 (the “Consolidation Agreement”), be amended to read as follows:

“Consolidated corporation shall be deemed incorporated and existing under the laws of the State of Ohio, with a principal place of business located at 3101 Clifton Avenue, Cincinnati, County of Hamilton, State of Ohio. Consolidated corporation may transact business and conduct activities in other states, territories, or possessions of the United States or anywhere else in the world.”

*With edits shown:*

Consolidated corporation shall be deemed incorporated and existing under the laws of the State of Ohio, with a principal place of business located at 3101 Clifton Avenue, Cincinnati, County of Hamilton, State of Ohio. Consolidated corporation ~~shall maintain a place of business in the City and State of New York and~~ may transact business and conduct activities in other states, territories, or possessions of the United States or anywhere else in the world. ~~Consolidated corporation shall permanently maintain rabbinical schools in Cincinnati, Ohio and New York, New York.~~

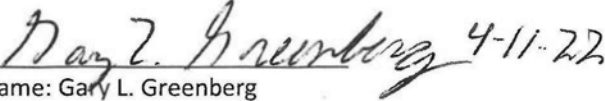
*Resolved, Further*, that HUC-JIR shall operate our North American residential rabbinical programs in Los Angeles and New York and cease operating a residential rabbinical program in Cincinnati no later than the end of the 2026 academic year, until such time as further changes may be recommended by the Provost in consultation with the faculty, and approved by the Board of Governors; and

*Resolved, Further*, that the Board of Governors instructs the HUC-JIR administration to pursue, judiciously and expeditiously, (a) the design of an academically rigorous, low-residency clergy program that includes in-residence learning in Cincinnati to attract students in North America unable or unwilling to enroll in our residential clergy program and to increase our ability to serve more of Jewish North America, to commence operations no later than academic year 2025, and (b) a plan to maintain and expand the impact of our Cincinnati-situated academic resources (the Klau Library, the American Jewish Archives, and the Skirball Museum) and the facilities on our Cincinnati campus to expand educational programming and research opportunities for all HUC-JIR students and faculty, as well as scholars and Jewish communities around the world, diligently partnering with other Jewish and academic institutions as possible, with recognition that the success of all new projects depends on new financial support; and

*Resolved, Further*, that the officers of HUC-JIR shall be, and hereby are, authorized and empowered to execute and deliver any and all instruments, to take any and all actions, and to do any and all things, as they may deem to be necessary or appropriate to effectuate the intent and purposes of the foregoing resolution.

**CERTIFICATE OF ADOPTION**

This Resolution concerning HUC-JIR's residential rabbinical programs to modify the Consolidation Agreement and related matters was duly adopted by the affirmative vote of two-thirds or more of the members of the Board of Governors of Hebrew Union College – Jewish Institute of Religion present at a meeting at which a quorum was present, effective as of the 11<sup>th</sup> day of April 2022.

  
Name: Gary L. Greenberg  
Title: Secretary

# Exhibit 4

# JEWISH TELEGRAPH AGENCY

## TOP NEWS

### Hebrew Union College to end 4 graduate programs, including 2 in Cincinnati

BY ANDREW LAPIN OCTOBER 24, 2023 10:18 PM

(JTA) – When Reform Judaism’s leading educational institution adopted a controversial plan last year to discontinue rabbinical seminary studies at its flagship Cincinnati campus, leaders were insistent that other graduate programs would still be on offer there.

That no longer appears to be the case, as Hebrew Union College-Jewish Institute of Religion’s president has announced that the school will shutter all of the full-time degree programs based in Cincinnati.

In a letter to the school community sent Tuesday, HUC-JIR President Andrew Rehfeld announced that the four-campus school would discontinue four programs: the doctoral and master’s degree programs in Jewish studies that are based in Cincinnati, as well as a doctoral program in interfaith ministry in New York and a master’s program in educational leadership in Los Angeles.

Rehfeld cited “financial constraints” and enrollment among the reasons for discontinuing the programs.

HUC-JIR’s rabbinical and cantorial programs remain intact, although Rehfeld said the schools would each soon adopt a new curriculum and a “new hybrid pathway that will help us attract and retain highly qualified and dedicated individuals and be more responsive to the diverse needs of our students.” Rehfeld had previously indicated that HUC-JIR would make itself more hospitable to students who cannot

or do not want to commit to a five-year course of study in New York or Los Angeles.

Rehfeld said the educational leadership master's degree program would admit its final class in 2024 and cease operations by 2026, while the school would be "supporting all current students in these programs through the completion of their degrees." A part-time, non-residential doctor of Hebrew letters course for ordained rabbis that has been based in Cincinnati is not being discontinued. A master's degree program for Jewish day school educators and an array of certificate programs for teachers and nonprofit professionals who wish to enhance their training also remain.

"We are committed to supporting both our current students in completing their programs and our accomplished alumni — their dedication to HUC-JIR and to advancing Jewish learning is an inspiration to all of us," Rehfeld wrote in his email. He also said the institution would hire an executive director to oversee the remaining elements of the Cincinnati campus — the American Jewish Archives, a library and a museum — which the school collectively dubs its "Research Center."

A spokesperson for HUC-JIR did not immediately return a Jewish Telegraphic Agency request for comment. But the board's decision last year to stop training rabbis at HUC's 148-year-old flagship Cincinnati campus, in favor of investments in its New York and Los Angeles outposts, opened up fault lines in the Reform community and some political opposition from Ohio officials. Rehfeld's own faculty openly rebelled against him, as did a large network of HUC alumni, many of whom said the Reform movement was abandoning the middle of the country and its own history with its plan.

Proponents of the plan argued at the time that HUC's declining enrollment and the Reform movement's overall challenges with financing its programs necessitated a changes. The campus's graduate programs had limited enrollment as well, with Rehfeld telling JTA last year that only 13 students were enrolled there at the time. Rehfeld had

promised the board would be “doing an evaluation of our graduate program” in its first year of phasing out the rabbinical program.

“I just think already much of the education is being done outside of Cincinnati,” he said at the time.

A page on HUC’s website meant to advertise its Cincinnati campus was sparsely populated as of Tuesday.

# Exhibit 5



HEBREW UNION COLLEGE - JEWISH INSTITUTE OF RELIGION  
התאחדות היהודית - מכון למדעי היהדות

*The Master Plan for the Cincinnati Campus:  
Creation of an Unparalleled Center for Research, Teaching and Learning*

August 2005

## *A Permanent Address on Clifton Avenue*

The College's Cincinnati Campus on Clifton Avenue, across from Burnet Woods near the University of Cincinnati, opened in 1912. The administration building funded by philanthropists Julius Rosenwald and Jacob H. Schiff housed classrooms, offices, and a 350-seat chapel with a pipe organ. Isaac Bernheim of Louisville, Kentucky underwrote the construction of the library, which boasted a large reading room and stacks to accommodate 50,000 books. Distinguished speakers at the dedication included Rabbi Solomon Schechter, President of the Jewish Theological Seminary, who movingly remarked that Reform and Conservative Judaism share a common concern for Jewish learning and for bringing the great truths of Judaism to the world.

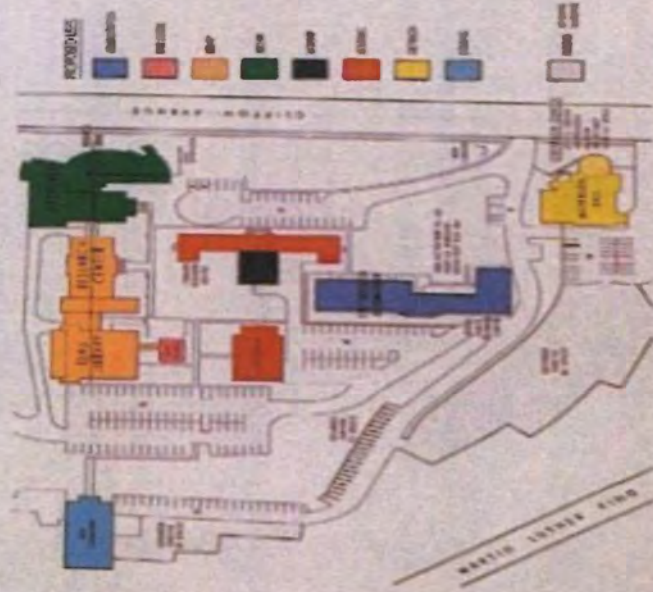
Over the years, the College-Institute constructed new buildings on the Cincinnati Campus to house strengthened academic, public and professional programs, its magnificent library, archives and museum collections, and student services.

By the late 1990's, however, the Campus' burgeoning initiatives, research holdings, and faculty and student bodies had outgrown the space available. Tens of thousands of volumes in the Klau Library were crammed onto dangerously overcrowded shelves, the computer age was no longer adequate, and space for increasingly popular community and professional education programs was at an all time premium.

After conducting specialized studies on the needs of the Klau Library, in Fall 2004, the College-Institute, with support from The Jewish Foundation of Cincinnati, commissioned the architectural firm of Champin/Haupt to produce a Master Plan for the Cincinnati Campus that would provide a dynamic educational environment for teaching, learning, and research. The goal? To ensure the College-Institute's ability to fulfill its mission to prepare leaders, scholars, and educators to lead the Jewish community in the 21<sup>st</sup> century.



# Creation of an Unparalleled Center for Teaching & Research



The Master Plan capitalizes on the unique resources of two preeminent research institutions in American Jewish life established by the College-Institute in Cincinnati: the Klau Library and The Jacob Rader Marcus Center of the American Jewish Archives. The Master Plan presents creative uses for existing campus buildings, renovation that will maximize the use of these aging structures, and construction that will ensure the College-Institute's academic excellence.

However, the Master Plan will transform more than buildings. Its completion will dramatically expand the College-Institute's ability to innovate and to expand educational opportunities for graduate students and adult learners alike. The result will be an unparalleled, dynamic national center for research, teaching, and learning for the Jewish and larger community located in the heart of Cincinnati.

The creation of the Master Plan and its adoption by the Governors of Hebrew Union College-Jewish Institute of Religion:

- Express the commitment of the College-Institute to strengthening the quality and vitality of Jewish life in Cincinnati, the birthplace of Reform Judaism.
- Provide new opportunities for cooperative programming and learning for religious, educational, and communal institutions and organizations in Cincinnati and throughout Ohio's tri-state area.
- Bring the treasures of its library and archives and expertise of faculty to communities worldwide through state-of-the-art electronic classrooms and new venues for distance education.
- Infuse new energy into the intellectual and cultural life of Cincinnati and its strategies to expand economic development and tourism on the local and regional levels.

## *Transformation of a Historic Campus*



The Master Plan reconceives the entire campus through a number of innovative design features:

- **Creation of a "research backbone or corridor"** by transforming the current Administration Building into a **Center for Teaching and Learning** connected physically to the Klau Library and the American Jewish Archives.
- **Renovation and refurbishment of the Klau Library** to meet its critical needs for space, technology, and programs and to increase its capacity to serve the public, a rare activity among university research libraries.
- **Integration of the new Edwin A. Malloy Education Building of The Jacob Rader Marcus Center of the American Jewish Archives** into its overall design.
- **Conversion of the four-story Sisterhood Dormitory into:**
  - College-wide and Cincinnati Campus administrative offices.
  - Modern, residential suites for graduate students and visiting scholars.
- **Construction of a new Cincinnati Campus Visitors Center** by extending Mayerson Hall. The expansion will serve the growing numbers of program participants in activities of the Holocaust and Ethics Centers, which are based in Mayerson Hall. The expansion also will provide space for the work of the College-Institute's Board of Governors and its admissions and recruitment officers.
- **Creation of a Conference – Learning Center** by transforming the antiquated Freiberg Gymnasium. The Conference Center will feature a 400-seat auditorium and seminar rooms.





## *Our Students: Future Leaders of Congregations and Communities*



The Cincinnati Campus is home to graduate students diverse in religious affiliation yet of one spirit in their pursuit of religious study and interfaith understanding. For the students in our School of Rabbinical Studies and those enrolled in our School of Graduate Studies – many of whom graduate to lead and teach at Christian colleges – the deeply respectful environment on campus invites open debate and nurtures the building of long-standing interfaith ties and friendships.

The modernization of the Cincinnati Campus will boost the success of new recruitment strategies that are increasing enrollment in our graduate and professional programs. More students, however, mean more scholarships. This year, as in the past, approximately, 80% of HUC-JIR students are receiving scholarships and fellowships. Yet, only half of the \$4.4 million that the College-Institute will award this year comes from contributions designated for student aid. The balance is drawn from general funds the College-Institute needs to maintain the excellence of its academic, research, and training programs.

Our goal is to provide scholarships and fellowships for every promising and needy student. To assist them, the College-Institute needs significantly more funds designated expressly for student aid:

- **Endowed Scholarship Funds** to guarantee tuition assistance for each year of enrollment.
- **Endowed Fellowship Funds** to enable students to focus on their studies, not on finding part-time jobs.
- **Endowed Internships in Clinical Pastoral Education** to provide stipends to rabbinical students completing this required training in chaplaincy whose intensity precludes simultaneous part-time employment.
- **Endowed Summer Rabbinic Residencies** to support students interning in congregations, schools, and communal agencies where they acquire practical skills in serving congregants and community members.

Investing in the College-Institute's students is an investment in strong congregations and communities.

## *Our Programs: Building Community through Collaboration*



The expansion and refurbishing of Mayerson Hall as well as the transformation of the Freiberg Gymnasium into a conference center and auditorium, will support the work of our professional and public education initiatives that already draw tens of thousands to the Cincinnati Campus and which benefit from partnerships with a variety of local agencies.

The completion of the Master Plan will also strengthen HUC-JIR's long-standing partnerships with the University of Cincinnati and its Department of Judaic Studies, and with the other members of the Greater Cincinnati Consortium of Colleges and Universities. New space and technological resources will stimulate joint planning and research and deepen collaboration among faculty at these institutions.

To realize the full promise of the transformation of the Cincinnati Campus – including the expansion of Mayerson Hall and creation of a conference center – the College-Institute requires significantly expanded support for:

- **The HUC-UC Center for the Study of Ethics and Contemporary Moral Problems**, which creates degree and professional programs, and brings ethical issues facing America's workforce into the public eye.
- **The Center for Holocaust and Humanity Education**, whose specialized resources for educators and programs for people of all ages, faiths, and backgrounds is promoting mutual respect and understanding.
- **The Academy for Adult Interfaith Studies**, a unique initiative in which mature learners can explore the world's religions in a welcoming, respectful atmosphere that promotes in-depth and honest discussion.

Programs of the Cincinnati Campus – and those we co-sponsor with local institutions and organizations – foster the highest standards of scholarship, teaching, and learning in an environment of free inquiry, open-mindedness, and religious integrity.

## *Securing the Future: The Impact of Your Investment*



At a crowded press conference in Cincinnati on November 22, 2004, the College-Institute announced that it had received two early and extraordinary gifts to launch the Master Plan. HUC-JIR President David Ellenson and Cincinnati Dean Kenneth Ehrlich praised these visionary donors – HUC-JIR Governor Manuel D. Mayerson and his wife Rhoda, and the Jewish Foundation of Cincinnati, under the leadership of Chairman Robert Kanter, Trustee Benjamin Gettler, President Gloria Haffer and Administrator Connie Hinitz – whose commitment will transform the life of the College-Institute and the Cincinnati Jewish community.



An exciting variety of gift opportunities and sponsorships are available for individuals, foundations, and corporations who share this commitment. Benefactors' gifts may honor the leadership of civic, religious and corporate entities, as well as beloved family members and friends, and may be paid over several years. Gifts will be recognized in publicity on the Master Plan, in HUC-JIR literature, and in the College-Institute's Annual Honor Roll of Donors.

The fulfillment of the Master Plan for the Cincinnati Campus of Hebrew Union College-Jewish Institute of Religion represents a defining moment in the life of the College-Institute, the City of Cincinnati, and the larger Jewish community. Now is the time for this partnership to build upon its shared history in order to secure a common future. Hebrew Union College-Jewish Institute of Religion welcomes your support, your participation, and your commitment as we build this future – together.