

The following is agreed between Rabbi Levi and Nechama Shemtov (RLNS), or their successor/designee, and Rabbi Yehuda (Yudi) and Rivky Steiner (RYRS):

#### A. THE SHLICHUS

RYRS understand that RLS has ultimate rabbinic and executive authority over Chabad-Lubavitch activities in Washington, DC – governmental, communal and local, including the universities. In this capacity, RLS employs RYRS, and appoints them as shlichim to The George Washington University (GWU), with the clear understanding that they agree to be subordinate to RLNS and American Friends of Lubavitch (Chabad) / (Chabad) Lubavitch Center of Washington (AFL/LCW), and decisions of RLNS on its behalf, notwithstanding any expression by any entity to the contrary.

Hafatzah (outreach) to the GWU community is exclusively the shlichus and responsibility of RYRS, but this shall not in any way contradict the authority of RLS or any clause of this agreement. Geographically and demographically, unless otherwise determined or agreed to in advance by RLS, the generally accepted boundaries of the GWU campus will also form the area in which RYRS are to conduct their activities. No other employment shall be undertaken by RYRS without prior consent of RLNS.

While these activities are to be conducted under the name "ChabadGW", separate from AFL/LCW in location and participants / constituency, even when occurring at the same time as activities of AFL/LCW, it is clearly agreed between the parties that ChabadGW is a part of AFL/LCW and is not, nor is it intended to at any point be or become an independent operation from AFL/LCW, fiscally or otherwise. This aspect of the shlichus (independence, including financial independence) is the exclusive prerogative of RLS, and RYRS agree not to raise this issue or agitate regarding it, to RLS or others, at any time.

During the academic "semesters", while school is in session (as determined on the GW University calendar), RYRS will work on campus activities at GWU and thus – other than attendance at minyanim at AFL/LCW - will not be required to do other activities during this time. In an extraordinary or unusual circumstance when their assistance is required by RLS/AFL/LCW, they will do their utmost to accommodate and assist as much as possible.

As part of the above mentioned campus activities, RYRS will work diligently to organize as many programs as possible normally associated with this type of shlichus: Shabbos dinners on Friday night, shiurim for students (public and private), energetic learning programs, activities in advance of and on the Yomim Toivim, annual Israel trips for students, provided such trips - during non-semester periods - do not create an obvious conflict with other responsibilities to AFL which will be spelled out later in this agreement, social events to enable Jewish students to interact with each other as much as possible, etc. Speakers will be brought periodically and, like all programs, are to be approved in advance by RLNS. In the event any speaker or activity is not

acceptable to RLNS, an explanation will be given to RYRS as to the reason why. RLNS agree to listen and seriously consider a contrary opinion of RYRS. The decision by RLNS is final, and RYRS agree to adhere to this final decision.

Every effort shall be made to allow RYRS the operational "space" to do their work successfully and in a way in which they can feel properly respected in the presence of the students, and proud of their accomplishments within this shlichus. RLNS are automatically invited to attend, participate, and shall be properly recognized and given an appropriate speaking role in/at any public activities organized by RYRS.

RYRS shall present to RLS, on a monthly basis, a detailed plan for the month of proposed activity to follow, as well as results of the preceding month's activities. RLNS will be available for consultation and discussion whenever interim needs arise, but this will be the minimum reporting schedule. Included in these reports will be information which might be of significance to RLNS/AFL/LCW. RYRS will submit a budget for the upcoming programs, and RLS will respond with approval, in whole or in part, of the budget. In the event RLS does not approve of any part of the proposal, he will give RYS an opportunity to explain why indeed it should be otherwise. However, notwithstanding any fundraising by RYRS agreed to between the parties, under no circumstances shall an activity or program which has not been approved by RLNS go ahead (even if offers of funding materialize otherwise).

RYRS also commit to keeping RLS duly informed of activities/developments of Chabad GW in a way which conveys a sense of partnership as opposed to strict adherence to their reporting requirement. It is understood that this is very important to ensure a good working relationship between the parties, and RLNS commit to respond in kind.

As shlichim to GW, RYRS will develop life-long relationships with students, their family, faculty and staff. This shall not, however, contravene the authority of RLNS/AFL/LCW or any other part of this agreement. RLNS retain their prerogative to contacts at GWU obviously relevant to AFL/LCW, and will advise RYRS of any developments therein which are directly material to their work there. The President of GWU, and his office/support staff, during and after their tenure, shall for all intents and purposes be considered exclusive "baal habatim" (contacts) of RLNS.

**B. OTHER RESPONSIBILITIES (outside academic "semesters")**

Outside the academic "semesters", or when school is not in session, RYRS will engage full-time in - and with dedication to - activities and projects more directly connected with the general work of AFL/LCW. As a general rule, the description scope and general schedule of these activities and projects shall be determined by RLS in advance of the "non-semester" period.

These activities include, but are not limited to (and this list is intended to give an indication of the types of activities): shiurim - public and private, day camp, activities for Jewish summer interns, hospital/prison visitations, general program and project development (research),

data/computer organization and coordination, Yeshiva Day/Week, Capitol Kollel, "Living Legacy" Conference organization, AFL/LCW Chanukah programs and preparation for those events, which do not coincide with campus activities, children's programs, and - if and when they fall outside "academic semesters" - communal programs for Sukkos, Purim, model matzah bakery, Pesach, Lag B'Omer and Shavuos. RYRS shall also be available, if necessary, even at short notice, for such things as general Mivtzoim (kashrus, mezuzah, and other related activities). However, this availability shall be the exception rather than the rule. Any significant work or project during these non-semester periods which is related to ChabadGW shall be coordinated with and subject to the approval of RLS.

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RYS will fully attend all tefillos and minyanim (prayers) of AFL/LCW except: Rosh Hashanah, Yom Kippur, and during semesters (when school is in session) Friday nights and Shabbos morning once per month, with a maximum of 6 times per year - since at those times he will organize services at GWU, exclusively for students - as well as other times that directly coincide with activities at GWU which will have been agreed to/approved by RLS in advance. In the event he cannot attend a minyan, RYS will inform RLS of such circumstance as soon as he knows about it, and his attendance will thus not be expected. All services at GWU as outlined above are to be considered an extension of LCW and not a separate congregation, etc.

Other than the above services exclusively for students, space at GW shall be made available through Chabad GW or RYRS only with the advance consent of RLS.

RYRS commit to carefully coordinate with RLNS, and in advance, **ANY** interaction with governmental and official entities, except University entities which will be included in the general communication and reporting, media (including all publicity materials), other organizations, or baalei batim, to whatever extent, and pledge to be very diligent in this regard. If a "situation" arises of "after the fact" and "inevitability" due to a lack of this coordination, it will be the sole discretion of RLNS about how to proceed, and the responsibility of RYRS to properly extricate themselves from said "situation" and to abide by the decision of RLS. Should any tension arise between RLNS and any of the above-mentioned entities or people, whether RYRS agree with the position of RLNS or not, they shall at no time become involved in this tension. It is also understood that should there be any disagreement between RLNS and RYRS, under no circumstances whatsoever shall students or their families be approached to become involved in the situation at any level by either party.

Regarding controversial issues which may arise, either regarding matters of policy, Yiddishkeit (including such matters within Chabad-Lubavitch) political issues, or other communal matters, the position of RLS will be adhered to in all aspects of the shlichus, particularly in the public arena. RYRS also commit to present themselves at all times in a manner which will reflect positively and appropriately on shlichim of the Rebbe, Chabad- Lubavitch and shlichus generally, materially and spiritually. It shall also be the responsibility of RYRS to adhere to all government regulations, including appropriate submission of forms, etc., as necessary.

### C. COMMUNICATIONS

RLS shall receive any and all public communications sent by RYRS, whether printed or digital, whenever they are sent out.

RLS and RYS shall meet once monthly to review and discuss matters of Chabad GW and AFL/LCW, in addition to the monthly "duch" report which will be submitted for RYRS by RYS. If RLS feels there is a need to meet in the interim, RYRS shall make themselves available.

RYRS and RLNS shall conduct themselves in a manner which befits shlichim and respects the hierarchy of AFL/LCW. RYRS shall be accorded the appropriate respect connected with their position on the campus and within AFL, and RLNS shall be accorded the respect appropriate to senior shlichim, privately and (especially) publicly.

### D. FUNDING AND CONTRIBUTIONS

In order for RYRS to focus intently on the development and activities of the shlichus, it is agreed that AFL/LCW will fully fund their activities, as specified in advance in the scope of progress to be determined in the monthly reports mentioned above. The general method will be a budget to be submitted for approval by RLS, and any reimbursement to be made shall be made within 30 days of receipt of account and supporting material (receipts, etc.)

In the event RLS approves of a program, beyond the scope of ChabadGW activities spelled out above in section A, but does not wish to fund it, RYS shall then be authorized to raise funds - for that purpose - to a maximum of \$36,000 per year, which will be deposited/dispensed promptly with/by AFL. These funds will be divided 60% per RYS' discretion for those ChabadGW "supplemental expenses" or events - which RLS has no objection to but for which he does not wish to provide funding - and 40% to offset AFL expenses incurred in funding of general ChabadGW activities. This part of the agreement shall not replace the commitment of AFL funding of ChabadGW. If after a period of three years, this arrangement has not created any clear and identifiable conflict of interest, this maximum will be revised upward by a minimum of \$12,000.00 per year for the next six years, up to \$108,000 (and at the sole discretion of RLS, this cap can be removed). All other contributed funds received by RYRS, which are also to be immediately remitted to AFL, are to become part of AFL's general funding.

It is further agreed that in the event any new donor shall contribute in excess of \$2500.00 to/through ChabadGW (or RYRS) in any one year, that donor shall then be considered a donor of AFL generally, and their funding every year, in excess of \$2500.00, which will go to "Chabad GW supplemental expenses" as per above, shall be directed to AFL/LCW generally, with 15% being earmarked to / at the discretion of RYRS. If even the initial solicitation of this donor, who is referred by RYS, is done by RLS, then all funding, from the initial contribution, will also be split this way (proceeds to AFL/LCW, with 15% to/as per RYS).

In the event contributions (in any amount) are received by RYRS, they agree to forward all such contributions to RLNS/AFL/LCW without delay. RLNS are to be informed of any significant personal gifts made to RYRS by anyone who is not a close family member. While generally acceptable, RLNS shall determine whether such a gift is in the spirit of a contribution and therefore to be handled as above. In addition, RYRS agree to inform RLNS in detail and without delay of any expressions of interest in supporting this shlichus, financially or otherwise, whether in the near term or the long term.

Any property associated with this shlichus (other than a solely private residence) will be rented (or bought) in the name of LCW/AFL, who will pay for it. In the event RYRS wish to purchase or rent a residence, which is obviously only for their own private family use, they may do so in their own name with a deposit/down payment of their own funds, and AFL/LCW funds up to an amount equal to their rental residence at the time may be used toward mortgage payments of this residence and associated expenses, but AFL/LCW shall not be responsible for any increased expenses. If a residence for RYRS, equally suitable to their rental residence, becomes available to AFL/LCW for purchase, RYRS shall have the right to purchase it as above. If they do not do so within 30 days, AFL/LCW will do so. If such property is donated to AFL/LCW, it shall have the exclusive rights to its ownership and RYRS will reside there.

If a property might be used as both a center for ChabadGW activities and a personal residence for RYRS, there will be a separate agreement between the parties regarding its purchase. RYRS will have the option to participate in the down payment with their own funds – proportional to their residential space - and thus will be entitled to equity equal to that proportion. RLNS will determine the classification of any property along the above guidelines as well as the manner in which it shall be rented or purchased.

#### E. CONFIDENTIALITY

In order to properly perform their duties, RYRS will be privy to proprietary information of AFL/LCW. RYRS commit to maintain strict and complete confidence of this information, including terms of their employment, even in the event that their employment relationship with AFL/LCW ends, for whatever reason; this includes databases, financial information (donors and their level of support), modes of operation, contact details, vendors, etc. RYRS further agree that any of the above connected to their work remains the property of AFL/LCW. (2,4,7-3)

All data or equipment associated with the shlichus of RYRS remains the property of AFL/LCW and shall be furnished immediately upon request by RLS, notwithstanding the reason or circumstances of the request. This includes all databases, computer files, photos, printed materials, passwords, etc.

In addition, RLS shall approve, before production or publication, any letterheads, websites, advertisements, etc., or other materials which are produced for any purpose beyond obvious personal use. Once material is approved, if design is reused afterward and the only changes are date and time, or color, there is no need for it to be approved again. All material, including those

sent by email shall state "a project of American Friends of Lubavitch (Chabad)" or other similar text as RLS shall determine appropriate.

#### F. COMMITMENTS

The commitments of AFL/LCW/RLNS to RYRS are as follows:

In addition to full funding of all approved activities, meals, etc., RYRS shall be compensated in a manner which allows a comfortable, presentable (shluchim) lifestyle. As of the date of this agreement, this includes a monthly salary of \$ 4200.00, in addition to an apartment or other suitable (3BR) residence in proximity to the GW campus. RYRS shall receive full medical insurance coverage for the duration of their employment, and shall also receive basic tuition (school, day camp) funding after all scholarship opportunities, etc., have been appropriately applied for. Compensation will be reviewed and adjusted bi-annually to the above standard.

In addition, after three years from the date of this agreement, RLS shall decide either to assume responsibility for additional expenses of RYRS – simchas to the agreed standard of local area shluchim, any other additional tuition expenses – yeshiva, overnight camp, seminary, etc. – or allow RYRS to raise those funds from sources which will not impact RLS/AFL/LCW and will be approved in advance of solicitation.

There shall be two weeks per year of (paid) vacation time, and limited, additional days (simchas, etc.) may be coordinated - in advance - with RLNS as needed. In addition, RYRS will attend their respective annual conferences of the Kinus Hashluchim/os as well as the kinus every summer for Shluchim who are on campus. During academic semesters, RYS shall *inform* RLS of any instances - of not more than one day - he intends to be away from Washington, DC. For more than one day's duration, or for any departure during other times, RYS shall first *coordinate and gain consent from* RLS, for any such time he is not in Washington, DC.

#### G. RESOLUTION OF DISAGREEMENTS OR DISPUTES / TERMINATION

In the event of any disagreement between the parties, RLS and RYS shall first discuss the matter and endeavor to resolve such matter **privately** between them. In the event of any major serious disagreement, and it becomes evident that the above attempt to resolve the matter between them is futile, they will agree to mediation by a party acceptable to **both**. Such mediation shall occur by RYRS presenting a list of acceptable mediators to RLNS from which to choose. If none are acceptable to RLNS, they will furnish a list and RYRS will choose. In the event that this is not successful, RYS and RLS will seek the arbitration of a Zabla of (three) shluchim, whose decision shall be halachically and legally binding. Neither party shall seek any recourse in any other venue unless the other party refuses to participate promptly (within 10 days) in such a Zabla, or if said Zabla confirms in writing that the other party is not adhering to its decision.

RLS reserves the right to terminate RYRS in the following manner. In certain cases, spelled out below, this termination will be immediate after verification by a Zabla of shluchim – who shall convene within one week of RLS' request - of the (significant/continued) breach or violation by RYRS. If RYS delays this Zabla by more than one week, he forfeits his right to this verification

and the termination will take effect without it. If none of these "automatic termination" offenses are committed, RLS shall not fire RYRS without a presentation and deliberation before a Beis Din (Zabla) who will concur with the termination in writing. If RYS delays the Zabla by more than one week, then RLS may go before any Beis Din of his choice to confirm this termination, and it shall then immediately take effect.

In the case of termination spelled out above, which shall mean firing (*piturin*), RYRS shall be given a minimum notice of 30 days and their compensation shall be one month's compensation per year of employment (as of this agreement) but in no case more than a maximum of six months' compensation.

The violations for which RYRS can immediately be terminated as above by RLS are:

- 1) Consistent failure to deliver a significant monthly duch report (of one page minimum).
- 2) Failure to convey in a reasonable time (within one week) any contributions received by RYRS/ChabadGW as outlined above.
- 3) Delaying the immediate transfer of any data requested by RLNS. Immediate shall mean within one week, or sooner if such delay (which is within the control of RYRS) would have any adverse effect on RLS/AFL/LCW.
- 4) The opening, or the causing by RYRS to be opened, directly or otherwise, of any legal/organizational entity or organizational (any non-personal) bank account without express prior approval in writing by RLS.
- 5) Purchasing, obtaining, or causing the purchase of - or obtaining of - any property, with whatever funds, for the use of ChabadGW activities or similar use without the advance, express, written consent of RLS to its purchase and precise legal ownership, which shall be AFL/LCW or other entity as designated by RLS.

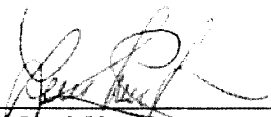
RYRS agree that, in the event of termination of employment by RLNS for whatever reason, as spelled out above, and which they agree shall include the immediate removal of their status as shlichim, or in the event of the conclusion of their shlichus by their own choice, they will not enter into employment or arrangement - of whatever scope or duration - with any Chabad-Lubavitch entity or any other institution, performing similar work, anywhere in DC, or suburban MD or VA. Upon completion of their employment by AFL/LCW/RLS, either due to their own choice or their termination (firing) by RLS in the manner spelled out above, RYRS agree to conclude their operations at GWU peacefully within 30 days of notification, and without causing any damage or discomfort to RLNS or AFL/LCW, or interfering with any arrangement or subsequent decision made by RLS in connection with GWU or any other activities over which RLS has authority. In this situation, RLNS agree to transition RYRS as smoothly as possible, and both parties agree to maintain the dignity and confidentiality of the other. Should this be compromised, RYRS will forfeit any severance payment which may be due them. Additionally, RYRS agree that RLS may use any reasonable and necessary means (not precluded by this contract) to implement the terms of this agreement.


In the event RYRS are not terminated as above and nevertheless do not receive agreed upon compensation and reimbursements as indicated above for a period exceeding 60 days from the date such funds are due, they will then be permitted to raise funds above and beyond the limitations spelled out in this agreement until such obligations are paid. These funds will be promptly deposited with AFL/LCW, and disbursed within one week of receipt, solely to pay for those unfulfilled obligations to RYRS and for no other purpose. If these funds are not disbursed in this way, and this will be verified by a Zabla of shluchim with a fifteen day notice given to RLS, or if obligations to RYRS by AFL/LCW are not fully met for a period of six months, then RYRS will be permitted to open a separate and independent account (and corporation) exclusively for ChabadGW operations. This will be permitted only if RLS is notified in writing 45 days in advance of the date on which these obligations will become six months past due, with specific indication of the relevant amount, and after verification by a Zabla of shluchim in writing that this is indeed accurate. If RLS delays the Zabla for more than 10 days, then his right to such Zabla for this purpose will be waived. This paragraph shall not contradict or nullify the general authority of RLS or any policies of AFL/LCW as per that authority. In any event, RYRS shall not deviate from the terms of this agreement regarding minyanim, save for his attendance being required. AFL/LCW shall remain his sole place for davening.

This agreement intends to fulfill the Psak Din (rabbinical ruling) of 13 Sivan 5771, but anything clearly indicated in this agreement shall supersede any contradiction with that ruling.

RYRS agree to hold harmless RLNS/AFL/LCW and waive any liability by RLNS/AFL/LCW in any occurrence or issue in connection with their employment.

The above terms and conditions are agreed to in conformance with the laws of, under the jurisdiction of, and enforceable in the District of Columbia.

 8/6/12  
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Rabbi Levi Shemtov  
on behalf of RLNS/AFL/LCW

 8/6/12  
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Rabbi Yehuda Steiner  
on behalf of RYRS