



February 10, 2022

TO: Members of Congregation Jeshuat Israel and all worshippers of the Touro Synagogue
FROM: The Board of Trustees of Congregation Shearith Israel and its Clergy

We are pleased that so many of the responses we've gotten to our February 3 letter recognize the truth that Shearith Israel is not evicting or displacing *any* Touro worshiper *or* Rabbi Mandel. Our dispute remains with a small number of CJI board members, who prefer to wage a public war of disinformation using a PR firm rather than engage in quiet and responsible dialogue. CJI's lawyer also sent us the letter your leaders sent to you dated February 6. The number and magnitude of the errors in that letter – and unbridled anger – saddens us. We remain hopeful that our congregations can find a path forward together despite your leaders' foregone antipathy.

The current legal filing took place only after six months of attempts to negotiate a path forward:

- Before the recent court filing, Shearith Israel reached out to CJI leadership in writing with concrete proposals to resolve our issues. CJI leadership literally ignored all of them.
- Before the recent court filing, Shearith Israel tried to *discuss* ways to resolve our issues directly with the CJI Board at large. CJI leaders twice refused to let us talk to the CJI Board. (When CJI leaders asked to talk to the Shearith Israel Board, we said yes.) We then tried to *write* to the CJI Board. Again, CJI leaders twice refused to let us even write to the CJI Board. (When CJI leaders asked to write to the Shearith Israel Board, we said yes.)
- Most importantly, on two occasions, in October 2021 and in January 2022, CJI leadership sent emissaries to try to broker agreement with Shearith Israel. On each occasion, Shearith Israel and the CJI-chosen interlocutor reached agreement. But in both cases CJI then rejected the terms suggested by its own intermediary.

Whatever spin anyone wants to put on it, these are the facts. The recent court action was a last resort after CJI leadership closed off every possible avenue of compromise.

The specific terms that Shearith Israel is willing to agree to were given to CJI leadership before the recent litigation. We sent those terms twice but never got even an acknowledgement of receipt. We want to summarize them (subject to appropriate legal language) so that you can decide for yourselves if they are reasonable or unreasonable:

A. CJI's tenancy at Touro Synagogue is extended until June 30, 2024 at the historic rate of \$1.00/year, thus giving CJI the same, huge financial benefit going forward that it has enjoyed for 120 years. During the extension, our communities can work on rebuilding the trust needed between owner and tenant. Both parties will agree to the binding effect of the earlier court Judgment. The lease terms will be the same as the earlier leases.

B. After June 2024, CJI and Shearith Israel can enter into a new lease term or agreement if both sides agree, which we very much hope will be the case. But in no case will there be more public fighting.

C. Shearith Israel will be given two *non*-controlling seats on CJI's Board. That's fewer seats than Shearith Israel is entitled to in the original CJI charter. In the original, "permanent" constitution and by-laws of CJI, which were never supposed to be changed, Shearith Israel had four of nine Board seats. Shearith Israel's request here is a return to the way our congregations historically interacted. Having board seats will help ensure open communication between our congregations and should eliminate surprises.

D. We also want CJI to invite and give Board seats to the two prominent members of the American Jewish community. Their presence on the CJI Board would be a boon to Touro, helping it to fulfill its role as both a local congregation and a national treasure.

E. Shearith Israel will be kept timely informed of issues relating to Touro Synagogue, including the cemetery. This includes an inventory and information about Am. Loeb.

F. [Normal legal boilerplate]

We feel that the path forward proposed by the CJI intermediary gives CJI all it could realistically want. But if in 2-1/2 years CJI leadership still refuses to recognize what the court has already said is Shearith Israel's legitimate interests in Touro, then wouldn't it be in the best interests of Touro to get a tenant who is willing to work with Shearith Israel? Shearith Israel has had a close relationship with the Jews of Newport and the Touro Synagogue from its very founding. The Touro Synagogue is not just a part of our history; it is part of our very identity. Our ancestors worshipped in the synagogue and are buried in its cemetery. We will always step in to protect this legacy whenever it is threatened. Shearith Israel has neither the desire nor the time to take over Touro Synagogue. We do not want to evict anyone, but we must be sure that our tenant will be our partner in the operation of Touro Synagogue and not work against us.

There is wisdom in the path forward urged by the CJI intermediary. Shearith Israel remains willing to accept it. We will not do more, and time is running out even to do this. A harmonious relationship is the best way to ensure a long-term future together. We hope you will help us achieve this goal.