Franklin D. Roosevelt Library & Museum

Collection: Grace Tully Archive
Series: Grace Tully Papers
Box 1; Folder = Correspondence: Franklin D. Roosevelt Memorial Foundation, 1947 and undated
May 20, 1947  
1301 28th Street  
Washington, D.C.

Dear Grace,

I have reviewed the draft of a contract between the Roosevelt Memorial Foundation and you. It has also been examined by Ganson Purcell, Washington partner of Root, Ballantine and Roger Neisem of that office, and by Joseph Freehill of Shoen, Freehill, Kramer and Faneili. Murray Latimer, formerly Chairman of the Railroad Retirement Board, has also looked at it, with particular attention to the annuity question.

We understand that the purpose of the contract, among other things, is to give you the same amount at the same retirement age in the form of an annuity as you would have if you remained in the federal government service at the top of the same grade you now are.

We believe the contract does achieve this purpose and we agree that you should sign it. There are certain points, which you will recall, I discussed orally with you, which might have been raised in the original negotiations on the contract but it is my understanding and advice that you will not raise them at this time.

I believe that from the point of view of your interests the contract is fair and I advise you to accept it.

As ever,

James Rowe, Jr.

Miss Grace Tully  
Otis Building  
Washington
July 11, 1947.

Dear Mr. Morgenthau—

I am enclosing herewith a copy of my contract with the Franklin D. Roosevelt Foundation, the original of which was approved by Judge Rosenman, signed by me, and forwarded to you. Perhaps the original, which is addressed to me, should be retained by me, and the copy which I have signed and am forwarding now, retained by you. What do you think?

I look forward to seeing you at the French Embassy on Monday next.

With kindest regards,

Always sincerely,

P.S. I am enclosing herewith a copy of the contract, which is signed by Mr. Andre Wolff. I thought you might like to have this in order to discuss it at the next meeting. I have not signed for it because I don’t know what you think of the plan.

Honorable Henry Morgenthau, Jr.
285 Madison Avenue,
New York 17, New York.

(Enclosure)
July 16, 1947

Dear Mr. Morgenthau:

Ever so many thanks for your note enclosing the original of my contract with the Foundation.

It was nice seeing you and Mrs. Morgenthau, and I do hope the trip was not too much for her. What were you and John Snyder doing with those dollar bills? I figured you were exchanging autographs!

Mr. James Rowe, Jr., I am holding the copy you sent me for your inspection with kindest regards.

The next time you are in Washington, I want no Tom Collins interfering with a visit to 3101

My best to you and all at 285.

Always sincerely,

P.S. I am enclosing letter and plan sent in by Mr. Andre Wolff. I thought you might like to keep this with matters to be discussed at the next meeting. I have not thanked for it because I don't know what you think of the plan.

Miss Grace Tully
Frank: Hon. Henry Morgenthau, Jr.
Mem: 235 Madison Avenue
610 H: New York 17, New York
Washington 8, D.C.
July 15, 1947

Dear Grace:

I am enclosing herewith the original of your contract with the Franklin D. Roosevelt Memorial Foundation together with a letter from Mr. James Rowe, Jr. I am keeping the copy which you sent me for my files.

With kindest regards,

Sincerely yours,

[Signature]

Miss Grace Tully
Franklin D. Roosevelt
Memorial Foundation, Inc.
810 Eighteenth Street, N.W.
Washington 6, D.C.
Miss Grace G. Tully,
3000 Connecticut Avenue,
Washington, D. C.

Dear Miss Tully:—

The following, when signed by me on behalf of the Franklin D. Roosevelt Memorial Foundation, Inc. (hereinafter called the Foundation), and signed after the word "Accepted" by you, will constitute the agreement between you and the Foundation covering the services rendered and to be rendered by you for the Foundation:

1. The Foundation hereby employs you to perform general managerial duties in connection with the activities of the Foundation, such duties to include the general supervision of any office or offices which may be established in Washington, D. C., by the Foundation; the general custody, handling and care of all papers and documents received or held by the Foundation; and such other reasonable and similar duties as may be assigned to you from time to time by the President of the Foundation or, in the absence of the President, by that officer acting in his place and stead. During your employment, you are to be stationed in Washington, D. C., but you may from time to time and for reasonable periods be required to travel in the performance of your duties to places other than Washington, D. C.

2. You agree to perform the duties described in the preceding paragraph 1, and to render your services in connection therewith to the best of your ability.

3. For the performance of the aforesaid services, the Foundation will compensate you as follows:

(a) You shall receive a salary at the rate of $7581.00 per annum, payable on the first and fifteenth day of each month.
(b) During the period of your employment by the Foundation, the Foundation will keep in force, and pay the premiums on, a life annuity policy naming you as annuitant (Continental American Insurance Company, Number A205115, dated February 28, 1947), a copy of which has previously been furnished you and which you have approved.

(c) In the event of any inconsistency between this agreement and said annuity policy, the provisions of the annuity policy shall control.

(d) In the event that you become totally disabled for useful and efficient service of the kind described in paragraph 1 hereof, you shall, as hereinafter provided, on your own request, or upon the request of the Foundation, be retired and shall thereafter and until August 31, 1962 be paid by the Foundation an amount per annum which will equal the amount per annum for the August 31 immediately preceding the date of your retirement, as provided in Schedule A attached hereto and made a part hereof. After August 31, 1962, the amount which the Foundation is obliged to pay for such disability shall be reduced by the amount of annuity which you receive from the United States Government on and after said date. In the discharge of its obligation to you in the event of total disability, the Foundation shall have the option under the policy referred to in paragraph 3(b) hereof of electing an annuity to start at the time of disability, and payments made to you, under the policy above referred to, pursuant to the election of such option shall, together with the payments to be made by the Foundation, be equal to the amount per annum set forth in Schedule A at the August 31 immediately preceding the date of your retirement for such disability (crediting the Foundation, after August 31, 1962, as provided in this subparagraph, with the amounts paid to you by the United States Government by way of annuities). Such annuity payments as the Foundation may be obligated to make shall each be divided into twelve equal monthly parts, due and payable on the first of each month following the date of retirement.

You shall not be retired under the provisions of this subparagraph 3(d) unless first examined by two duly qualified physicians, one designated by you and one designated by the Foundation, and unless found upon such examination to be disabled in the manner and degree specified herein. If the two physicians so designated do not agree, they shall appoint a third physician, whose determination shall be final and binding. If you unreasonably fail to designate a physician, the Foundation shall designate not only a duly qualified physician to represent it, but a second duly qualified physician to represent you.

4. You shall contribute at the rate of $379.05 per annum to the payment of the premiums due under the annuity policy provided for in paragraph 3(b) hereof. Such payment shall be by appropriate deduction from the salary payments made to you on the first and fifteenth day of each month.
5. If you should die (whether before or after retirement) and there is any balance (as determined under the Civil Service Retirement Act of May 29, 1930, as amended to August 8, 1946) remaining to your account as a result of your contributions made pursuant to paragraph 4 hereof, the Foundation will pay to your beneficiary or beneficiaries designated by you in writing to the Foundation, or if there be no such beneficiary, to the duly appointed executor or administrator of your estate, an amount which is equal to the amount which would have been paid to you by the Federal Government pursuant to Section 12(c) of the Civil Service Retirement Act of May 29, 1930, as amended to August 8, 1946, had you been in the employ of the Federal Government from February 1, 1947, until the time of such death, at the salary provided for in subparagraph 3(e) hereof.

6. You shall have the privilege of retiring for reasons other than total disability as defined in paragraph 3(d) hereof at any time on or after you reach your 62nd birthday. In the event of such retirement, you shall be paid the annuities provided for under the policy referred to in paragraph 3(b) hereof.

7. If, after having served in the employ of the Foundation for a period of not less than three years, and before becoming eligible for retirement, you should, for reasons other than total disability, leave the employ of the Foundation, you shall be paid a deferred annuity, beginning on your 62nd birthday, which annuity shall be in an amount which is equal to the amount payable under the annuity policy provided for in subparagraph 3(b) hereof. Such amount so payable shall be determined by applying the cash value of said policy at the time of such separation to the annuity tables set out in said policy.

8. If you do not serve in the employ of the Foundation for three years, the amount of your contributions made pursuant to paragraph 4 hereof, together with interest at 4 per centum compounded on December 31 of each year shall be returned to you within 60 days of the termination of your employment.

9. This agreement shall be for so long as the Foundation is in existence and has need of the kind of services specified in paragraph 1 hereof; but the agreement shall terminate at your death or retirement except for those obligations of the Foundation which this agreement specifically provides shall remain after such death or retirement. In addition, you shall have the right to resign and terminate this agreement at any time upon mailing to the President of the Foundation notice of such resignation and termination not less than 30 days prior to the effective date of such resignation and termination. The Board of Directors of the Foundation shall have
the right to terminate your services, under this agreement, only for cause, and after hearing by the Board of Directors of the Foundation.

10. This agreement shall be effective as of February 1, 1947.

Yours sincerely,

Henry Morgenthau, Jr.
President, Franklin D. Roosevelt Memorial Foundation, Inc.
July 10, 1947

Accepted:
Grace G. Tully
**SCHEDULE A**

(See paragraph 3(d) )

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* The rates stated in this column are the total of the amounts which would be paid by the Continental American Insurance Company on Policy Number A205115 dated February 28, 1947, and the Foundation. See paragraph 3(d).
Dear Miss Tully:

Enclosed is a note from Mrs. Roosevelt received here this morning. Mr. Brownlow says he thinks you should try to go to the premier if it is possible.

We received a letter from Mr. Walker today enclosing a letter and contribution from Judge Rosenman. Judge Rosenman's check is in the amount of $721.51 which he says is the amount of royalties received for the years 1943 thru 1946 from Macmillan & Co. on the Second Set of the Public Papers and Addresses of F.D.R.

Mr. Brownlow talked with Mr. Walker today, and Mr. Walker told him he was going to send us five or six thousand to hold us over until he returned from his western trip.

Things here at the office are slowing down now that we have gotten all the letters out to the members of the Board of Directors and have just about finished getting letters, copies of our financial reports, and etc., ready for Mr. Brownlow to take with him when he leaves us tomorrow. I guess next week will really be a quiet and lonely one for Miss Beveridge and myself.

You are very fortunate to be away from Washington these days. We have really been having a "hot time" of it here this past week. Mr. Brownlow says he will be glad to get to Syracuse. I hope you are enjoying some cool breezes and are getting some rest.

Best regards from all of us.

Kate

P.S. I am enclosing a little present which I have just received from our new accounting department. Also, a note from William O. Douglas which just arrived.
Harry S. Truman
President

Franklin D. Roosevelt Memorial Foundation

Henry Morgenthau Jr.
President

Robert E. Murphy
Chairman Executive Committee

Frank E. Walsh
Chairman Finance Committee

George E. Allen
Chairman Advisory Committee

Davies

810 Eighteenth Street
Washington 6(D.C.)

Telephone: 7935

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Franklin D. Roosevelt Memorial Foundation

Henry Morgenthau, Jr.
President

Robert E. Morgenthau
Chairman, Executive Committee
Frank A. Walker
Chairman, Juana Committee
George E. Allen
Chairman, Advisory Committee

Davies

Louis Brownlow
Director
Grace E. Tully
Executive Secretary
Charles E. Merriam
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