

BOARD OF GOVERNORS, STATE UNIVERSITY SYSTEM OF FLORIDA

**PROPOSAL TO ESTABLISH OR RELOCATE A TYPE I, II, OR III CAMPUS, OR
SPECIAL PURPOSE CENTER**

Florida International University

**University Submitting Proposal
Special Purpose Center**

Proposed Type of Educational Site
(Type I, II, or III Campus, or Special Purpose Center)

January 7, 2013

Proposed Admissions Date

(First day that students will be admitted at the site)

The submission of this proposal constitutes a commitment by the university that, if the proposal is approved, the necessary financial resources and the criteria for establishing or relocating an educational site have been met prior to the initiation of the first course offerings.

June 29, 2012

Jewish Museum of Florida

**Proposed Name of Educational Site
301 Washington Avenue, Miami Beach, FL**

Physical Address of Educational Site

Spring 2013

Proposed Opening Date

(First term student instruction will be offered at the site)

**Date Approved by the University Board of
Trustees**

President

Date

**Signature of Chair, Board of
Trustees**

Date

**Vice President for Academic
Affairs**

Date

Under Projected Enrollment, provide headcount (HC) and full-time equivalent (FTE) student enrollment estimates by level from Table 1 in Appendix A for Years 1 and 5, and the Final Year if it exceeds five. Under Projected Costs, provide revenues and expenses from Table 4 and capital project costs from Table 3 for Years 1 and 5, and the Final Year if it exceeds five.

Projected Enrollment				
	Undergraduate		Graduate	
	HC	FTE	HC	FTE
Year 1	250	18.75	60	5.63
Year 5	640	48	280	26.25

Projected Costs			
Operational			Capital Projects
Revenue	Expenses	Net Revenue	
\$190,817	\$185,350	\$5,467	\$0
\$628,310	\$394,596	\$233,714	\$0

Note: This outline and the questions pertaining to each section must be reproduced within the body of the proposal to ensure that all sections have been satisfactorily addressed. Tables 1 through 4 are to be included as Appendix A and not reproduced within the body of the proposals because this often causes errors in the automatic calculations.

I. Introduction

- 1. Provide a short description of the project and rationale for the request to establish or relocate the educational site.**

The Jewish Museum of Florida (JMOF) provides FIU students and faculty an opportunity for enhanced academic and public programming with regard to research, teaching and engagement. Using a multifaceted approach, JMOF-FIU will focus on issues of religion, history, cultural identity and diversity. The key areas of focus will be curriculum development, academic programs, events, and engagement. The Museum presents research and teaching opportunities for FIU students and faculty in Judaic Studies, Sephardic Studies, Ethnicity Studies, Public Administration, History, and other interdisciplinary programs involving departments and centers both in the School of International and Public Affairs (SIPA) and in the College of Arts & Sciences generally.

- 2. Provide a narrative assessment of how the establishment or relocation of the educational site supports the university mission and the goals incorporated into the university strategic plan and Board of Governors State University System Strategic Plan.**

The JMOF facility and its collection of archival materials will enhance the development of existing and new curriculum at FIU by intensifying collaboration within the School of International and Public Affairs, as well as other units in the College of Arts & Sciences. This includes the Departments of History, Religious Studies, English, Global and Sociocultural Studies, Politics and International Relations and the programs in European Studies, Judaic Studies, Middle East Studies, Sephardic Studies, Spirituality and Women's Studies. There are numerous opportunities to develop and expand vigorous outreach activities, including engaging the larger Jewish community and other religious and ethnic communities on Miami Beach and throughout the greater South Florida region. All project objectives in the areas of curriculum development, academic programs, events and engagement fully align with FIU's strategic planning goals of enhancing international education, developing global and area studies programs, and fostering community engagement through excellence in scholarship, creative activities, and service.

The Jewish Museum and its facilities will allow us to offer additional courses through distance learning technology and will allow increased enrollments.

- 3. Provide a description of the process and a timeline for ensuring appropriate accreditation of the proposed educational site and any proposed programs**

requiring specialized accreditation.

FIU is accredited by the Southern Association of College and Schools Commission on Colleges and adheres to the guidelines and compliance principles for notification and approval of additional sites as required by SACS.

No full degree programs offered. No specialized accreditation for academic programs. JMOF is accredited by the American Association of Museums and that accreditation will be continued.

II. Need and Demand Assessment

- 1. Provide a detailed assessment of unmet local student demand for access to academic programs in the vicinity of the proposed educational site. Complete Table 1 in Appendix A to provide enrollment projections for unduplicated student headcount and FTE by degree program and level.**

This special purpose site is not being added to address current student demand but rather to provide an enhanced educational experience for our students. Educational offerings will be enriched through the JMOF collection. Over 300 students will be served in the first year, with courses in Literature, History, World Religions and Sociology. By the 5th year close to 1,000 students will be enrolled in courses at JMOF.

- 2. Provide a detailed data driven assessment that describes unmet local and regional workforce need for programs and services to be offered at the proposed educational site. In the appendices, provide letters of support from the local community and business interests.**

Of the type of courses FIU will offer at JMOF-FIU, those in the fields of Jewish Studies, Museum Studies, and Migration Studies would address workforce needs.

- a. FIU's Certificate in Jewish Studies, which recently underwent an extensive curricular revision, will address the needs of a large Jewish educational system locally. Within a ten mile radius of the Museum, there are some 20 early childhood centers and 22 congregational/supplemental schools, all of which need teachers and administrators trained in the subject matter that forms part of the certificate. Furthermore, there are many synagogues and social service organizations, as well as a large Jewish Federation, whose workforce would also benefit from the planned offerings.

- b. As Miami continues to grow as a center for the arts, new art galleries and museums have proliferated on the South Florida landscape. The proposed programs in Museum and Curator Studies at JMOF would provide graduate-level courses to existing professionals and others interested in entering these fields. Among the local entities that have expressed an interest in having such courses available to their employees or who need trained personnel in these fields are the Miami Art Museum, the Miami Science Museum, the Fairchild Botanic Gardens, Zoo Miami, and The Kampong.
- c. Current students and professionals in several areas will benefit from the availability of the JMOF-FIU's archives, and courses offered at JMOF on Migration Studies, Urban Planning and Florida History. Given the proximity of FIU's Master of Public Administration offered at FIU's Brickell site, the JMOF-FIU archival resources would be readily available to these graduate students.

III. Academic Programs and Faculty

- 1. Provide a list of the degree programs to be offered at the proposed educational site using Table 1 in Appendix A. The proposed programs must be identified by six-digit CIP Code, by program title, and degree level.**

FIU currently offers undergraduate and graduate programs relating to all of the major religions of the world including but not limited to a Judaic Studies certificate program in the School of International and Public Affairs (SIPA). Although no complete degree programs will be offered at the site, the courses offered will complement the Museum's and the University's mission.

- 2. Provide an explanation as to how the proposed degree programs will be affiliated with similar programs offered on the central campus and/or other educational sites of the university. Will they be independent or an extension of existing programs?**

Since there will be no degree programs offered at the Museum, all courses offered already form part of existing degree programs.

- 3. Provide an assessment, supported with data, that justifies any duplication of degree programs and services that might already be provided by an existing state university or Florida College System campus in the vicinity of the proposed educational site. Describe any discussions that have taken place with affected**

colleges and universities and provide letters of support or letters of concern in the appendices.

Inasmuch as there will be no degree programs offered at the proposed sites, there will be no duplication of degree programs or services provided by an existing state university or Florida College System campus in the vicinity of the proposed educational site.

- 4. Describe the plan for faculty recruitment and list anticipated faculty using Table 2 in Appendix A. The projected participation date of each faculty person hired and their expected contribution must be calculated into the financial plan outlined in Table 4 of Appendix A.**

Current FIU Faculty will be teaching courses at the Museum. Courses offered at the museum are courses that are currently offered at FIU. These courses will be enriched by being taught at the JMOF and only an administrative increment for the Academic Director responsibilities is reflected in Table 4. Therefore, the Museum will not require additional state expenditures.

IV. Administration and Student Services

- 1. Describe the administrative structure of the proposed educational site and how it will relate to the central administration of the university. Include any necessary funding into the financial plan outlined in Table 4 of Appendix A.**

The Museum's current employees will become FIU employees and the museum's administrative structure will be complemented by the addition of academic support by FIU. JMOF's Director will continue to have the responsibility of the day-to-day operation of the Museum. The Director reports to the Dean of the College of Arts & Sciences or his/her designee. FIU will appoint an existing tenured faculty member as Academic Director who will administer the academic programs at the JMOF-FIU. This director will coordinate course offerings, seminars, and other programs with appropriate unit heads at both campuses. Therefore, the Museum will not require additional state expenditures.

- 2. Describe how the proposed site will provide student services, either onsite or online from the central university campus.**

Inasmuch as most of the student services are available online (registration, financial aid), the Academic Director will work with the appropriate offices of FIU to identify

a contact in each service area to ensure that there is continuity in meeting our students' needs.

3. Provide a plan to provide library services and other instructional resources that will support the proposed programs. Include any necessary funding into the financial plan outlined in Table 4 of Appendix A.

The FIU Library supports the research and instructional needs of students, faculty, and researchers of the University. The Access Services Department plays an integral role in this mission and facilitates physical and virtual access for circulation services, interlibrary and intercampus loan services, collection maintenance, patron assistance, and course reserve materials. All students will have access to FIU's extensive library system including the online databases accessible in person and from desktop. Those taking courses at the JMOF-FIU will not only have that access, but will also be able to use the rich archival material available at the Museum.

As a museum that is accredited by the American Association of Museums, JMOF has achieved a standard of excellence in its methodology for research, collecting, conservation, archiving, storing and interpreting its holdings. JMOF has an extensive collection of more than 100,000 items in its archives, whose main focus is to preserve the material evidence of the Jewish experience in Florida since 1763. It draws crucial links between the social, political, economic, cultural and religious aspects of Jewish life in Florida and the relationship of Jews to the dominant non-Jewish population. The collection consists of artifacts, ephemera, documents, photographs and oral histories from every region of the state and records the histories of individuals, businesses, synagogues and communities through the following themes: immigration, family/synagogue/institutions, community relations and contributions. These archives offer opportunities for primary research, publication and recognition for students and faculty at FIU in multiple disciplines of the College of Arts & Sciences. Functions of JMOF also target areas of study across departments within the other academic units, such as Architecture & the Arts, Business, Education, Hospitality and Tourism Management, and Journalism & Mass Communications. In addition, as a pre-eminent developer of oral history expertise, JMOF has a replicable methodology that can serve as a major research vehicle for scholars in various academic disciplines, such as Anthropology, History, or Urban Planning.

V. Financial and Space Needs

1. Use Table 3 in Appendix A, to identify each facility or facilities required to

establish the proposed educational site, and any additional facilities that will be required once the site has reached its expected size and enrollments.

The original synagogue at 311 Washington Avenue was constructed in 1928-29 and is a two-story structure with rectangular plan and gable roof. This structure served as a synagogue for 50 years for Miami Beach's first Jewish congregation and was designed by Art Deco architect Henry Hohauser, featuring 77 stained glass windows, a Moorish copper dome, Art Deco chandeliers, a marble bimah, and 7,200 sq. ft. on three levels to house the museum, its administration, its exhibitions and collections, and classrooms and seminar rooms. A second larger two-story adjacent building was constructed at 301 Washington Avenue in 1936 and a two-year restoration completed in 1995. In 2005 the Museum purchased three contiguous properties (their leased building [301], the original synagogue next door [311] and the parking lot). The original structure was restored in 2007. This transformation increased the Museum from 7,200 square feet to nearly 13,000 square feet. The Museum raised the money for the renovation and adaptive reuse of the 301 Washington Avenue building with the assistance of the City of Miami Beach, Metro-Dade County Cultural Affairs Council, the State of Florida, and private and foundation funding. During 2008, a sky lighted structure was constructed to connect the two historic buildings. Both buildings are on the National Register of Historic Places. Therefore, JMOF currently has sufficient space for FIU to offer the planned courses and for our students to engage in archival work, and no capital improvement funds are required. Funds will be required to bring the classroom space up to full media and internet capabilities.

- 2. Provide a projected financial plan using Table 4 in Appendix A that includes operational costs out to year five.**

Planned enrollments will enhance revenues and minimal start up and ongoing operational expenses are needed.

VII. Monitoring of Implementation

- 1. Provide a timetable of critical benchmarks that must be met for full implementation and which can be used to monitor progress.**

September 2011-February 2012--Discussions between the administrators of FIU and Board of Directors from JFOM on the feasibility of a partnership between the two institutions

March-May 2012--Gift agreement developed by CAS and University Development

May 2012--Gift agreement presented to the Jewish Museum

June 2012--Gift agreement approved by the University and the Jewish Museum of Florida Board

June 2012--Board of Trustees (BOT) approved gift agreement

August 2012--Approve two new members to Foundation Board, per Agreement terms

August 2012 – Submit Special Purpose Center proposal to Florida SUS Board of Governors for review and approval in September 2012

January 2013--Offer first courses at the Museum

February – Identify courses to be taught during Academic year 2013-14

May 2013 – Review student evaluations and make any necessary changes.

APPENDIX A

TABLE 1

DEGREE PROGRAMS PLANNED AND PROJECTED ENROLLMENTS

(Annual Unduplicated Headcount and FTE)

CIP Code	Degree Program Title	Degree Level	Year 1		Year 2		Year 3		Year 4		Year 5	
			Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE
23.0101	English	B	80	6.00	90	6.75	100	7.50	110	8.25	120	9.00
38.0201	Religious Studies	B	40	3.00	70	5.25	120	9.00	120	9.00	130	9.75
45.0501	Sociology	B	70	5.25	100	7.50	120	9.00	120	9.00	130	9.75
54.0101	History	B	60	4.50	150	11.25	110	8.25	110	8.25	140	10.50
45.1001	Political Science	B	0	0.00	0	0.00	110	8.25	110	8.25	120	9.00
		B	0	0	0	0	0	0	0	0	0	0
		B	0	0	0	0	0	0	0	0	0	0
		B	0	0	0	0	0	0	0	0	0	0
		B	0	0	0	0	0	0	0	0	0	0
TOTAL BACCALAUREATE			250	18.75	410	30.75	560	42	570	42.75	640	48

CIP Code	Degree Program Title	Degree Level	Year 1		Year 2		Year 3		Year 4		Year 5	
			Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE
23.0101	English	M	0	0	0	0	0	0	0	0	0	0
38.0201	Religious Studies	M	60	5.625	40	3.75	80	7.5	80	7.5	80	7.5
45.0501	Sociology	M	0	0	0	0	0	0	0	0	0	0
54.0101	History	M	0	0	40	3.75	40	3.75	40	3.75	40	3.75
45.1001	Political Science	M	0	0	60	5.625	80	7.5	80	7.5	80	7.5
30.1401	Museum/Curator Studies	M	0	0	60	5.625	80	7.5	80	7.5	80	7.5
TOTAL MASTER'S			60	5.625	200	18.75	280	26.25	280	26.25	280	26.25

NOTE: Add Year columns as necessary to cover the period of time needed for full implementation.

APPENDIX A

**TABLE 2
ANTICIPATED FACULTY PARTICIPATION**

Faculty Code	Faculty Name or "New Hire" Highest Degree Held Academic Discipline or Speciality	Rank	Contract Status	Primary Degree Program Assignment	Initial Date for Participation in Program	Mos. Contract Year 1	FTE Year 1	% Effort for Prg. Year 1	PY Year 1	Mos. Contract Year 2	FTE Year 2	% Effort for Prg. Year 2	PY Year 2	Mos. Contract Year 3	FTE Year 3	% Effort for Prg. Year 3	PY Year 3	Mos. Contract Year 4	FTE Year 4	% Effort for Prg. Year 4	PY Year 4	Mos. Contract Year 5	FTE Year 5	% Effort for Prg. Year 5	PY Year 5
A 23.0101	Meri-Jane Rochelson, Ph. D. Literature	Professor	Tenure	English	Spring 2013	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14
A 23.0101	Asher Milbauer, Ph. D. Literature	Professor	Tenure	English	Fall 2013	0	0.00	0.00	0.00	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14
A 38.0201	Nathan Katz, Ph. D. Religious Studies	Professor	Tenure	Religious St	Spring 2013	9	0.75	0.36	0.27	9	0.75	0.36	0.27	9	0.75	0.36	0.27	9	0.75	0.36	0.27	9	0.75	0.36	0.27
A 38.0201	Oren Stier, Ph. D. Religious Studies	Asso. Prof	Tenure	Religious St	Fall 2013	0	0.00	0.18	0.00	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14
A 38.0201	Tudor Parfitt, Ph. D. Religious Studies	Professor	Tenure	Religious St	Spring 2013	9	0.75	0.00	0.00	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14
A 45.0501	Abe Lavender, Ph. D. Sociology	Professor	Tenure	Sociology	Spring 2013	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14
A 54.0101	Rebecca Friedman, Ph. D. History	Asso. Prof	Tenure	History	Spring 2013	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14
A 54.0101	April Merlux, PhD. History	Asst. Prof	Ten-earn	History	Fall 2013	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14
A 30.1401	Carol Damiam, PhD. Museum Studies	Professor	Tenure	Art History	Fall 2013	12	1.00	0.00	0.00	12	1.00	0.10	0.10	12	1.00	0.10	0.10	12	1.00	0.10	0.10	12	1.00	0.10	0.10
A 45.1001	Shlomi Dinar, Ph. D. Political Science	Asso. Prof	Tenure	Political Sci	Fall 2014	0	0.00	0.00	0.00	0	0.00	0.00	0.00	9	0.75	0.18	0.14	9	0.75	0.18	0.14	9	0.75	0.18	0.14
	Total Person-Years (PY)								0.81				1.32				1.45				1.45				1.45

Faculty Code		Source of Funding	PY Workload by Budget Classification	
			Year 1	Year 5
A	Existing faculty on a regular line	Current Education & General Revenue	0.81	1.45
B	New faculty to be hired on a vacant line	Current Education & General Revenue	0.00	0.00
C	New faculty to be hired on a new line	New Education & General Revenue	0.00	0.00
D	Existing faculty hired on contracts/grants	Contracts/Grants	0.00	0.00
E	New faculty to be hired on contracts/grants	Contracts/Grants	0.00	0.00
Overall Totals for			Year 1 0.81	Year 5 1.45

NOTE: Add Year columns as necessary to cover the period of time needed for full implementation.

ESTIMATED COSTS

ALL COSTS 1+2	0	0	0	0	0	0	0
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Appropriations to Date			Project Costs Beyond CIP Period			Total Project In CIP & Beyond
Source	Fiscal Year	Amount	Source	Fiscal Year	Amount	
TOTAL		0	TOTAL		0	0

APPENDIX A

TABLE 4

SUMMARY FINANCIAL PROJECTIONS TO FULL IMPLEMENTATION

Fiscal Year Ending June 30		Year 1	Year 2	Year 3	Year 4	Year 5
		2012 (partial year)	2013	2014	2015	2016
Revenues						
General Operations						
Carry Forward from Prior Year		0	0	0	0	0
General Revenue/Lottery						
	State Allocations (GR/Lottery)	0	0	0	0	0
Tuition/Tuition Differential and Fees						
	Tuition (Marticulation)	137,858	328,312	455,297	458,396	480,094
	Tuition (Differential, 70% UG Support)	27,452	45,022	61,493	62,591	70,278
	Out of State Student Tuition Fees	0	0	0	0	0
Research Trust Funds (by title)						
	XYZ Trust Fund	0	0	0	0	0
Financial Aid and Academic Related Fees						
	Financial Aid	6,871	16,349	22,672	22,826	23,910
	Tuition (Differential, 30% Financial Aid)	11,765	19,295	26,354	26,825	30,119
	Out of State Financial Aid	0	0	0	0	0
	Student Technology Fee	6,871	16,349	22,672	22,826	23,910
	Stuudent Distance Learning Fee	0	0	0	0	0
	Other Fees (Material/Supply), Facility/Equipment, etc.)	0	0	0	0	0
Other Revenues						
	List	0	0	0	0	0
	List	0	0	0	0	0
Total Revenues		190,817	425,326	588,487	593,465	628,310
Expenses						
General Operations						
	Compensation and Employee Benefits	12,808	25,615	25,615	25,615	25,615
	Shared Services	68,907	164,089	227,555	229,105	239,952
	Incremental Shared and/or Contractual Services Costs	0	0	0	0	0
	Library Services/e-Collections	0	0	0	0	0
	Contractual Services	15,000	52,000	55,000	57,000	60,000
	Plant Costs and Operating Supplies	5,000	7,000	10,000	10,000	10,000
	Financial Aid, Scholarships, Stipends	18,636	35,644	49,026	49,651	54,029
	Equipment	65,000	15,000	5,000	5,000	5,000
	List:	0	0	0	0	0
	List:	0	0	0	0	0
Total Expenses		185,350	299,348	372,196	376,371	394,596
Operating Net Revenues Over Expenses		5,467	125,978	216,291	217,094	233,714

NOTE: Add Year columns as necessary to cover the period of time needed for full implementation.



**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FULL BOARD MEETING**

Friday, June 29, 2012
3:00 pm
Via Conference Call
Trustee Dial-in Number: 1-800-741-5804

AGENDA

- | | |
|---------------------------------------|-----------------------|
| 1. Call to Order and Chair's Remarks | Chairman Albert Maury |
| 2. Action Items | |
| BT1. Honorary Degree Nominations | Douglas Wartzok |
| BT2. Approval of New Educational Site | Howard R. Lipman |
| 3. New Business <i>(If any)</i> | Albert Maury |
| 4. Concluding Remarks and Adjournment | Albert Maury |

Conference Call information:

- Please call 1-800-741-5804, promptly at 3:00 pm on Friday, June 29, 2012
- If you are disconnected, please redial the conference call number
- If you have any problems with the above, please contact the Board of Trustees office at 305.348.6495

Please Note: You will be asked to identify yourself to the operator. This information will be used for attendance purposes only.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 29, 2012

Subject: Approval of New Educational Site

Proposed Board Action:

The Florida International University Board of Trustees hereby approves the Jewish Museum of Florida, Inc. (“JMOF”) Gift Agreement in substantially the form attached hereto; delegates to the University President and the Foundation President & CEO the authority to finalize all exhibits thereto; and approves the establishment of the JMOF-FIU facilities in Miami, Beach, Florida as a “special purpose center” of Florida International University.

Background Information:

The JMOF is a not-for-profit corporation of the State of Florida whose secular mission is to collect, preserve and interpret for the public the material evidence of the Florida Jewish experience from at least 1763 to the present to Jews, non-Jews, Florida residents and visitors alike.

The JMOF operates a museum facility located at 301-311-321 Washington Avenue, Miami Beach, Florida (the “Property”), that includes, but is not limited to, a collections archive and research library and promotes the education, research and study of Jewish art, culture and history through exhibitions, public programs and other community outreach efforts.

On June 9, 2012, the FIU Foundation, Inc. accepted a gift of the Property and other assets of the JMOF, for the purpose of potentially relocating FIU’s Judaic Studies program to the Property and operating the Property as the Jewish Museum of Florida – FIU consistent with the FIU Academic Plan attached hereto.

Legal Authority:

Florida Board of Governors (BOG) Regulation 8.009(1)(c) defines a “special purpose center” as “a unit of a university, apart from the main campus, that provides certain special, clearly defined programs or services, such as research or public service, and reflects a relatively permanent commitment by a university for the foreseeable future, not an occasional, time-limited, or transitory activity, in facilities which are university-owned, university-leased, or jointly used with another public institution.

BOG Regulation 8.009(3)(d) provides that “[e]stablishing, reclassifying, relocating, or closing an additional campus or special purpose center, including acquiring real property for such educational sites, shall be approved by the university board of trustees and, subsequently, the Board of Governors.”

Supporting Documentation: Jewish Museum of Florida – FIU Gift Presentation
FIU-JMOF Integration five-year (2012-17) Academic Plan
Gift Agreement between the JMOF and the FIU Foundation, Inc.
and the FIU Board of Trustees

Facilitator/Presenter: Howard R. Lipman

FIU-JMOF INTEGRATION 5-YEAR PLAN (2012-2017)

Vision: The Jewish Museum of Florida (JMOF) presents research and teaching opportunities for FIU students and faculty in Judaic Studies along with Sephardic Studies as well as Ethnicity Studies, Public History, and World Religions, among other interdisciplinary programs involving departments and centers both in and out of the School of International and Public Affairs (SIPA) in addition to vigorous outreach activities actively engaging the larger Jewish and other religious or ethnic communities on Miami Beach and throughout the greater South Florida region. All project aims in the three main areas of Curriculum Development, Academic Programs, and Events and Engagement fully align with FIU's strategic planning goals of enhancing education in globalization, developing international and area studies programs, and fostering community engagement through excellence in scholarship, creative activities, and service.

Curriculum Development

-Intensifies collaboration within a number of units in SIPA and CAS, including the History and Religious Studies departments as well as programs in European Studies, Judaic Studies, Middle East Studies, Sephardic Studies, and Spirituality

-Locates the Judaic Studies program and the Sephardic Studies programs at the JMOF as a means of deepening the understanding of the history, culture, identity, and religious beliefs and values of life in Florida, the Caribbean, and beyond to encompass many of the major world religious traditions

-Classes from several different departments will be held at JMOF and will examine exhibits and archives on a regular basis in support of credit and non-credit degree and certificate programs, including a reinvigorated certificate in Judaic Studies with an Online component plus a new cost-plus MA in "Managing Cultural Resources, for which the JMOF plus the Wolfsonian Museum are key assets to make the program attractive and give FIU an advantage over everyone in Florida in this area

Year I (2012-2013)

-Launch established courses from various departments including History, Literature, Religion and Sociology at JMOF including –

LIT 3170 Topics in Literature and Jewish Culture

REL 3308 World Religions

REL 5605 Studies in Judaism (GRAD)

REL 5618 Modern Judaism (GRAD)

SYD 4606 World Jewish Communities

WOH 3282 Modern Jewish History

Year II (2013-2014)

-Integrate existing and new course development with the museum's permanent collection, archives, and exhibits by launching classes on public cultural history and resources –

GSS XXXX Religious Identity and Ethnicity

HIS 4935 Capstone Seminar with focus on Ethnic History

HIS 5067 Public History (GRAD)

HIS 4941 and 6942 Public History Internships at Undergrad and Grad levels

LIT 3674 Literature of the Jewish Immigration Experience

LIT 3673 Migrant Stories: Literature of the Immigration Experience
REL XXXX Jewish Women and Society

Year III-IV (2014-2016)

- Develop new focus on Israel and World Affairs by creating and launching new courses –
 - CPO 4401 Arab Israeli Conflict
 - CPO XXXX Israel and U.S. Foreign Relations
 - EUH 4033 Nazism and the Holocaust
 - HIS XXXX Israel in the 20th century
 - REL 3672 Religion and Society in Israel
 - REL 4312 Jews of Asia
 - REL 5628 Jewish Thought and Thinkers (GRAD)
 - REL 5394 Jewish Mystical Texts (GRAD)
- Launch regular online core courses for certificate program–
 - REL 3308 World Religion
 - Newly developed courses such GSS XXXX Religious Identity and Ethnicity

Year V (2016-2017)

- Have sufficient flow of online courses for the Judaic Studies Certificate as an online program

Academic Programs

- Form** and administer newly revised and enhanced Certificate in Judaic Studies that integrates Sephardic Studies as well as Israeli and Middle Eastern studies
- Establish** interdisciplinary workshops in Judaic studies for public and private school teachers
- Develop** new cost-plus MA and certificate programs by mobilizing various SIPA units in connection with JMOF in “Managing Cultural Resources,” including training students, exhibit design, museum studies, public history, and archival collections in addition to cataloging ethnicity data, in a collaborative association with the FIU-Wolfsonian and Frost museums.

Year I (2012-2013)

- Submit revised and expanded Judaic Studies Certificate requirements to university curriculum committee
- Design additional certificate courses emphasizing the role of globalization and the importance of area studies in relation to Judaic Studies

Year II (2013-2014)

- Launch new Certificate based at JMOF with some courses also held at MMC
- Create new cost-plus Continuing Education program providing certification for religious teachers in Jewish synagogues, day schools, and related institutions
- Develop another Continuing Education program with broader appeal in Exile/Ethnicity/Diaspora Studies

Year III-IV (2014-2016)

- Enroll a minimum of 20 students in the Certificate program
- Enhance continuing education programs expanding to 25 participants

-Launch Cost-Plus programs - credit and non-credit - in “Managing Cultural Resources”

Year V (2016-2017)

-Hire two historians with methodological expertise in museums, memory, artifacts and public presentation of the past

Events and Engagement

-**JMOF** will host speakers’ series, conferences, workshops, non-credit outreach activities in their newly renovated building (capacity 400)

-**Collaborations** with other departments and programs in SIPA, CAS (such as English with a focus on both Literature and Creative Writing), and the University (especially CARTA in addition to Colleges of Business, Education, and Law)

-**Engagement** activities to be held on major Jewish holidays related to museum events

-**Cooperation** with local synagogues and other museums and community organizations in South Florida

Year I (2012-2013)

-Create an internal steering committee consisting of faculty and museum staff to plan and evaluate activities

-Begin workshop/speaker series in Judaic Studies in collaboration with other area studies programs, where there is significant representation or issues related to Judaic, such as Asian Studies, European Studies LACC, and Middle Eastern Studies

-Develop and hold one major conference as the start of an annual series on such topics that would be featured in JMOF exhibits as – “Jewish Experience in Eastern Europe,” “The Life and Writings of Isaac Bashevis Singer” and “Lifestyles of Jewish Women”

-Formulate action plans with programs in Humanities, Exile studies, Middle East studies, European studies that leverage interdisciplinary humanities and social sciences approaches

Year II (2013-2014)

-Form an external advisory board consisting of eminent members of the Judaic community as well as representatives of other religious and cultural organizations

-Implement program collaborations to include Exile Studies, and the Study of Spirituality among other programs

-Continue speakers and conference series with a total of 600 participants/attendees

-Develop internships with at least 6 graduate and 10 undergraduate students

Year III-IV (2014-2016)

-Complete midstream assessment of degree and effectiveness of community engagement efforts

-Expand events and engagement, including internship opportunities for students

Year V (2016-2017)

-Ongoing evaluations by internal steering committee and external advisory board

-Exceed 1000 participants per year in events and engagement activities at JMOF

GIFT AGREEMENT
between
JEWISH MUSEUM OF FLORIDA, INC.
and
FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.
and
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

This Agreement is entered into as of _____, __, 2012 by and among the **Jewish Museum of Florida, Inc.** (“JMOF”), the **Florida International University Foundation, Inc.** (the “Foundation”), and **The Florida International University Board of Trustees** (the “University” or “FIU”).

WHEREAS, JMOF is a not-for-profit corporation of the State of Florida whose mission is to collect, preserve and interpret for the public the material evidence of the Florida Jewish experience from at least 1763 to the present to Jews, non-Jews, Florida residents and visitors alike; and to examine how Jews form part of a dynamic mosaic of ethnicities, all seeking to balance the continuity and traditions of their heritage with the values and customs of a larger society;

WHEREAS, a focus of JMOF is to explore the richness and diversity of Jewish life, the unique ways in which Florida Jews influence and are influenced by the historic and cultural dynamics of Florida, the nation, and the world, and issues of discrimination against all peoples in Florida over the course of its history;

WHEREAS, the Museum, as hereinafter defined, is dedicated to multi-cultural education and demonstrates through exhibitions, public programs, and a collection of archival materials how the challenges of the immigrant experience are shared by all ethnicities in this diverse State of Florida;

WHEREAS, central to meeting its mission, the JMOF owns and maintains a museum facility located in Miami Beach, Florida (the “Museum”) that includes, but is not limited to, a collections archive and research library and promotes the education, research and study of Jewish art, culture and history through exhibitions, public programs and other community outreach efforts;

WHEREAS, the University has a Department of Religious Studies that offers undergraduate and graduate educational programs relating to all of the major religions of the world, and a Judaic Studies Program in the School of International and Public Affairs, which offers a certificate program in Judaic Studies and more broadly educates University students, faculty, and the South Florida community about Jewish history, culture, religion, literature, political science, and international relations;

WHEREAS, the University and Foundation desire, consistent with their teaching, research and philanthropic service missions, to enter into this Gift Agreement and acquire and operate the Museum with the intent to expand the University's cultural offerings in the Miami-Dade area and enhance and potentially expand its academic programs and research endeavors, including relocating the FIU Judaic Studies Program and enhancing other academic programs and research resources for faculty and students; and

WHEREAS, the above recitals shall hereinafter collectively be referred to as the "JMOF-FIU Mission."

WHEREAS, the University, the Foundation and JMOF each agree that this gift agreement and the commitments each party is making herein is in its best interests.

THEREFORE, in consideration of the following gifts made by the JMOF to the Foundation and University and the commitments of the University and the Foundation contained herein, and subject to the approval of the JMOF's Board of Directors, the University's Board of Trustees and the Foundation's Board of Directors or Executive Committee, the parties agree as follows:

I. Gift to the Foundation and/or University

Subject to the provisions of this Agreement, JMOF agrees to make the following gifts to the Foundation or University, as applicable (collectively, the "Gift"):

A. Real Property. JMOF agrees to convey to the Foundation (or a single member limited liability company of which the Foundation is the sole member that the Foundation may designate not less than

twenty (20) days prior to the Closing Date, as hereinafter defined) the property located at 301-311-321 Washington Avenue, Miami Beach, Florida, described more fully in Exhibit A attached hereto, together with all improvements, furnishings, fixtures, equipment and appurtenances thereon (the "Property"), pending the Foundation's standard due diligence associated with real estate transactions. JMOF agrees to transfer the deed to the Property, subject to the existing mortgage attached hereto as Exhibit B (the "Mortgage"), and execute any documents that may be necessary to complete the transaction. The Foundation agrees to assume all of the obligations under the Mortgage. Once accepted, the Property shall be used exclusively in support of the JMOF-FIU Mission, consistent with the existing use restrictions relating to the Property. The Foundation agrees to maintain the Property in accordance with all applicable historic preservation requirements.

B. Collection. JMOF agrees to convey to the University all of its right, title and interest in and to all objects, artifacts, papers photographs and negatives, oral histories and any other materials constituting the JMOF collection, archives and research library, as described more fully in Exhibit C attached hereto (the "JMOF Collection" –known as the Collections of the Jewish Museum of Florida, originated by Marcia Jo Zerivitz, Founding Executive Director). The JMOF Collection shall be held exclusively for preservation, research and public exhibition in accordance with American Association of Museum ("AAM") standards and in furtherance of the JMOF-FIU Mission. All works accessioned into the JMOF Collection shall remain a part thereof in accordance with AAM collection management standards and/or guidelines. In view of its special importance to the JMOF-FIU Mission, the JMOF Collection or portions thereof shall maintain a physical presence at the Property, provided, however, that the Collection or portions thereof may from time to time be located or housed outside the Property as the circumstances may require, if determined appropriate by the Director in consultation with the Dean of the College of Arts & Sciences and the JMOF Advisory Board established pursuant to Section II.H herein.

C. Endowment and Financial Assets. The JMOF agrees to transfer to the Foundation all of its endowed funds (the "Endowment"), cash and cash equivalents, certificates of deposit, money market funds, equity, mutual funds and any other investment or other fund accounts, as more fully described in Exhibit D (collectively, the "Financial Assets"), except for the sum of \$_____ which JMOF shall retain for corporate expenses. Funds currently held by JMOF as an Endowment shall be held by the Foundation as trustee. Future gifts that are designated for the Endowment shall be added to the

Endowment, consistent with each donor's intent . The Advisory Board shall be consulted with respect to any use of the principal of the Endowment for JMOF-FIU operations and any such use of the principal of the Endowment shall require the approval of the board of directors of the Foundation after consultation with the Director. The Foundation agrees to administer the Financial Assets in accordance with applicable laws relating to the use of endowed funds and each donor's original intent (as specified in writing and provided to the Foundation by JMOF at Closing), and in consultation with the Director will establish separate accounts in order to receive and segregate the Financial Assets and other funds raised for the benefit of the JMOF-FIU's operational and programming needs. Gift pledges received by JMOF after the date of this Agreement shall also be transferred to the JMOF-related accounts within the Foundation. All funds transferred to or received by the Foundation for the benefit of the Museum, the JMOF Collection or the JMOF-FIU Mission will be used exclusively to support the operation of the JMOF-FIU Mission and the care and preservation of the Museum and its operations, programming and outreach efforts.

D. Other Property and Equipment. JMOF agrees to convey to the [Foundation or University] all of its assets and interests in other property (office equipment, furniture, and other personal property) held by the JMOF more fully described in Exhibit E attached hereto.

E. Assumption of Obligations. The University or the Foundation, as appropriate, agree to assume the contractual or other obligations and liabilities of JMOF set forth in Exhibit F. To the best of the JMOF's knowledge, JMOF represents that all material liabilities with respect to the matters set forth in Exhibit F, whether matured or unmatured, fixed or contingent, have been disclosed to the University and Foundation.

E. Employees. Commencing as of the Closing Date of the transfer of the assets described in this Article I, University agrees to make offers of employment to all JMOF employees employed on such date at the same base salary they are earning as of that date, as more fully set forth in Exhibit F, provided that all offers, terms, conditions and benefits of employment at University shall be subject to the University's standard personnel policies, terms and other requirements. The Director shall be employed pursuant to her existing agreement, attached as Exhibit G, in accordance with its terms.

F. No Representations. EXCEPT FOR THE WARRANTIES OF TITLE IN THE DEED AND BILL OF SALE TRANSFERRING THE PROPERTY, COLLECTION AND OTHER PERSONAL PROPERTY BEING CONVEYED PURSUANT TO THIS GIFT AGREEMENT, JMOF, ITS BOARD OF DIRECTORS, OFFICERS AND AGENTS EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TITLE, QUALITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY, THE JMOF COLLECTION OR OTHER PERSONAL PROPERTY CONSTITUTING THE GIFT AND THE UNIVERSITY AND THE FOUNDATION AGREE TO ACCEPT THE GIFT AS IS.

II. Operation of the Museum and the University's Curriculum Development

In furtherance of the JMOF-FIU Mission, the University agrees to take the actions described in this Article II and commits as follows:

A. The University will develop a presence for the FIU Judaic Studies Program at the Property and may hold classes at the Property with the intent of utilizing the JMOF Collection in support of credit and non-credit degree and/or certificate programs, including but not limited to a certificate in Judaic Studies and/or other course offerings that may be developed from time to time.

B. The University may develop interdisciplinary programs that align with the JMOF-FIU Mission, including Religious Studies, History, Ethnicity Studies and various programs in the School of International and Public Affairs and College of Arts and Sciences, including European Studies and Middle East Studies, among others.

C. The University shall be solely responsible for all curriculum and academic program development, in accordance with applicable federal and state laws and accreditation requirements. The University agrees to assign a faculty Academic Director to oversee academic program development and to coordinate operational issues with the Director of JMOF and JMOF Museum staff.

D. The University will operate the Museum and educational and outreach activities in accordance with the guidelines of the AAM and will maintain the Museum as a unit of the University within its

College of Arts & Sciences. The current schedule of operating hours and admission charges for the Museum is attached as Exhibit G. The Museum will be open to the public on a regular basis, provided, however, that the Director may establish the schedule for the Museum's operating hours and admission charges in consultation with the JMOF Advisory Board and approved by the Dean of the College of Arts and Sciences and in compliance with all applicable laws and University policies. The Museum will be operated and known as the "**Jewish Museum of Florida – FIU.**" Included in the assets being transferred to the Foundation/University at Closing, the JMOF will transfer to the University all right, title and interest in the name "Jewish Museum of Florida," including all copyright, trademark and related interests).

E. JMOF Director and appropriate staff and the University shall jointly develop an initial budget for the costs of operating, staffing, and maintaining the Museum (other than FIU academic program expenses) and shall, to the fullest extent possible, identify all operational efficiencies that may be available. The existing JMOF budget will continue as the initial annual operating budget for the Museum ("Operating Budget") until such time as an amended Operating Budget is prepared by the Director and approved by FIU after consultation with the Advisory Board and the Dean of the College of Arts and Sciences.

1. All revenues arising from the operation of the Museum and donations and grants (whether received by the Foundation or the University) generated for Museum operations and capital expenditures shall be used to support the JMOF-FIU Mission. It is the parties' expectation that revenues from Museum operations, donations with respect to the Museum (other than donations for capital expenditures) and income from the Endowment will be sufficient to fund the Museum's expenses.

2. In the event that during the first three years following the Closing Date, the Museum's actual revenues are insufficient to cover its budgeted expenses, the Director, in consultation with the Advisory Board, will work with the Dean to address the Operating Budget shortfall utilizing a combination of legally available funds from the College of Arts & Sciences, the Foundation and the Financial Assets.

3. The parties recognize that the annual Operating Budget will be adjusted from year to year, as appropriate, depending upon projected levels of revenues and expenditures, with the goal of ensuring the long-term success and viability of the JMOF-FIU Mission.

4. Academic programming and associated expenses will be funded by the University and/or the Foundation through sources other than funds generated for Museum operations, e.g., academically related

gifts, grants and the like.

F. The University, through the Museum staff to be employed within the College of Arts & Sciences, will preserve, operate and maintain the Collection and allow scholars, researchers and the public access to the Collection through exhibits and/or other public programs. The Museum's program offerings may include, without limitation, a speakers' series, conferences, workshops (including interdisciplinary workshops for private and public school teachers or students), non-credit outreach activities in collaboration with local congregations, museums, community organizations and various units of the University, or other programs or activities that may be developed from time to time.

G. The University and Foundation will provide the Museum with the same general administrative support afforded to other departments/units pursuant to University or Foundation policies, including but not limited to development, business and finance, information technology, human resources, legal support and the like.

H. The University will establish and maintain a JMOF-FIU Advisory Board ("Board" or "Advisory Board") for the Museum. In consultation with the Dean of the College of Arts & Sciences, the Board will develop Operating Procedures/Bylaws which may be amended from time to time, and which shall be generally consistent with the bylaws of other advisory boards of the University. The initial Operating Procedures/Bylaws shall provide that the Board will be initially comprised of 24 members of the current board of directors of JMOF, 6 other members of the community selected because of their support for the JMOF-FIU mission, and 3 university ex officio members selected by the University. The initial Operating Procedures/Bylaws shall further provide as follows: (1) Board Members shall be assigned three groups who shall serve initial terms of one, two and three years respectively. (2) Thereafter, members of the Board shall serve terms of three years unless a member resigns, dies or is removed. (3) The Board shall have a nominating committee who shall nominate members to replace members whose terms are expiring (who may be an individual whose term is expiring). Nominees shall be subject to approval by the full Board and confirmation by the University President or his or her University designee. The University President or his or her University designee shall have final authority over all appointments to the Board. The role of the Board shall be to advise the University with respect to matters relating to the operation of the Museum, including but not limited to fundraising, exhibitions, marketing and

communication plans (including but not limited to website development, logos, promotional tag lines and the like), community outreach events, public programs and the appointment and, if requested by the University, evaluation of the Museum's Director.

I. The Advisory Board shall be entitled to nominate the Chairperson of the Advisory Board and one other individual to serve on the FIU Foundation Board of Directors, subject to the concurrence of the President and CEO of the Foundation as to the individual candidates. The current President of the JMOF shall automatically serve on the FIU Foundation Board of Directors until such time as the Advisory Board is constituted and its chairperson is appointed. The second director shall be nominated by the Advisory Board once the Advisory Board is constituted.

J. The Museum's Director will report to the Dean of the College of Arts & Sciences or his or her designee. The Dean will appoint the Director in accordance with University policies and procedures. The Director will be responsible for hiring and firing of JMOF staff, subject to the approval of the Dean of the College of Arts & Sciences and in accordance with all applicable laws and University policies. The Advisory Board shall have input with regard to the selection of the Director and will be represented in any search and screen committee, if one is constituted.

K. The University and Foundation will ensure that funds raised for the operation and capital expenditures of the Museum through naming opportunities, sponsorships and the like will be used for the exclusive purpose of supporting the Museum and its programs. The University will honor and follow precedent of all prior naming rights commitments and any other commitments made by the JMOF, including but not limited to any naming rights previously conferred in connection with the JMOF Collection.

L. The Museum shall continue to maintain a membership program substantially similar to the current membership program of JMOF provided that changes to the Museum's membership program may be made after Closing, as necessary to effectuate the JMOF-FIU Mission and the Museum's best interests as they evolve over time. Any person is eligible for membership. All current members of JMOF that meet their membership obligations shall continue as members of the Museum, including all the privileges that go with membership.

III. Representations; Closing

A. The closing (the “Closing”) of the transfers described in Section I shall occur on such date, time and place as mutually agreed to by the parties (the “Closing Date”). At the Closing, JMOF shall deliver to the University or the Foundation all documents reasonably necessary to transfer the Property, the JMOF Collection, and the Financial Assets subject to the terms set forth in this Agreement, to the University or the Foundation, as the case may be. JMOF, University or the Foundation shall deliver any documents or consents necessary for the University or the Foundation, as the case may be, necessary to assign to the [University or Foundation] the agreements listed in Exhibit H attached hereto (the “Contracts”) and for the University or the Foundation to assume all of the liabilities and obligations of JMOF under the Contracts from and after the Closing Date.

B. This Agreement will be part of the Foundation’s records and shall be binding upon and govern those who will administer the fund in the future.

C. The University and the Foundation hereby represent and warrant to the JMOF that the University is a public body corporate of the State of Florida and an organization described in §§170(b)(1)(A)(ii) and 2522(a) of the Internal Revenue Code of 1986 (the “Code”), and the FIU Foundation, a direct-support organization of the University, is a Florida not-for-profit corporation described in §§170(b)(1)(A)(vi), 170(c), and 2522 of the Code as of the date of this Agreement.

D. Each of JMOF, University and the Foundation has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance has been duly authorized by all necessary corporate action by the each of JMOF, University and the Foundation. This Agreement constitutes the valid and legally binding obligation of each of JMOF, University and the Foundation, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar Laws affecting the enforceability of creditors’ rights generally, general equitable principles and the discretion of courts in granting equitable remedies. Each of JMOF, University and the Foundation represents to the other that the individual executing this Agreement on behalf of such entity has been authorized by all required corporate authority to execute this Agreement

and bind such entity.

E. The University and/or the Foundation, as appropriate, agree to be wholly responsible for the performance of any obligations they have respectively agreed to assume under the Agreement, and in no event shall JMOF, its directors, officers or employees, bear any responsibility or obligation for the actions or omissions of the University or Foundation with respect to such obligations.

F. The parties acknowledge that JMOF shall remain a legal entity in perpetuity or until its board of directors adopts a plan of liquidation. Following the Closing, the JMOF shall amend its bylaws so as to provide for a maximum of a five-person board, appointed with input from the Foundation President & CEO. Given that the JMOF is a not-for-profit corporation with no members, the directors shall be self-perpetuating. The JMOF's function after the Closing shall include (i) to assist in accomplishing the full transition of the Museum as a unit within the FIU College of Arts & Sciences in accordance with the requirements of this Gift Agreement and (ii) if necessary, to enforce the provisions of this Gift Agreement as may be permitted by law. After the Closing Date, the JMOF shall not have or exercise any responsibility or authority over the Museum, its employees or with respect to any aspect of the Museum's operations, except to the extent of enforcement of this Agreement as may be permitted by law. Except as expressly set forth in this Agreement, the JMOF shall be solely responsible for its own actions or omissions, and in no event shall the University or Foundation bear any obligation or liability whatsoever with respect to such actions or omissions.

IV. Administration of the Gift

A. The Board of Directors of the FIU Foundation will manage the Property and Financial Assets in accordance with this Gift Agreement, applicable law and the policies of the Foundation, including but not limited to the FIU Foundation's investment and disbursement policies. The Financial Assets may be combined with other FIU Foundation assets for investment purposes but the Foundation shall account for the earnings of such assets separately.

B. The Foundation shall administer all new cash gifts raised by or for the benefit of the JMOF after the effective date of this Agreement in accordance with Foundation policies as may be amended from time to

time, including, but not limited, to the Foundation's Advancement Initiative policy.

C. Prior to Closing, JMOF agrees to allow the Foundation and the University to publish its name and information in various publications and press releases relating to this transformative Gift Agreement and the development of the JMOF-FIU Mission, with the consent of the Museum's Director and the President of the JMOF, which consent shall not be unreasonably withheld.

V. Changes in Circumstances; Disposition of the Gift under Extraordinary Circumstances

A. It is the intent of the parties to this Gift Agreement that it be administered in good-faith under the terms and conditions specified herein, in furtherance of the long-term best interests of the JMOF-FIU Mission. The parties recognize that the University's academic structure and institutional needs and requirements may evolve over time, and that the circumstances may require for the Gift to be administered by a new or different academic unit. Additionally, in the event that the Gift cannot be used as contemplated herein because of a Force Majeure event or Budgetary Constraints as defined in Section IV.B. and IV.C below, or if for other substantial and lawful reasons the JMOF-FIU Mission cannot be accomplished, then the parties agree that to rectify the situation the University may, in consultation with the Advisory Board and consistent with deed/mortgage restrictions and applicable laws, use the Gifts outlined herein for the most closely related purpose, or for such other purpose to foster and promote the growth, progress, and general welfare of the University, consistent with the JMOF-FIU Mission.

B. Force Majeure shall mean any interruption, failure, inability, or delay in performing hereunder, due to, without limitation, acts of God (such as a storm, flood or other natural disaster), acts of any government, war or other hostility, acts of terrorism or vandalism, civil disorder, the elements, fire, explosion, power failure, equipment failure, labor dispute or threat thereof, embargo, casualty, accident, change in law or other significant occurrence beyond the University's reasonable control such that the obligations set forth herein cannot be carried out.

C. Budgetary Constraints shall mean the occurrence, after collaborating with the Advisory Board to identify appropriate cost-cutting measures or other adjustments to the annual budget, of three consecutive

years of material net losses with respect to the Museum's non-academic operations, whereby the Museum's operating expenses exceed the revenues, donations or spendable endowment earnings generated by or for the benefit of the Museum.

D. Additionally, if necessary, the University may reduce or discontinue academic or other programs at the Museum and may, as a result of a Force Majeure event or to avoid or minimize Budgetary Constraints, make reasonable and appropriate changes in the operations of the Museum, including closure of the Museum should the circumstances require, provided such changes are made in good faith after consideration of the long-term best interests of the JMOF-FIU Mission. In the event the University determines that a permanent closure of the Museum is necessary, the University will work with the Advisory Board to the extent possible to avoid permanent closure and, if appropriate, to identify another entity willing to take ownership of the Property and assume the Museum's operations, provided that JMOF or a successor entity created by or designated by the Advisory Board shall have a right of first refusal to receive the assets and assume the liabilities of the Museum for the purpose of continuing to operate the Jewish Museum of Florida and maintain its mission. JMOF, if it is still in existence, or the Advisory Board if JMOF has dissolved or does not act, shall have 180 days to exercise such right of first refusal from the date of notice of the decision to close the Museum. Should there be a return of the property (including Collections and other fixed and real estate assets), this would also include the remaining Endowment and other funds related to JMOF, list of all donors, planned giving commitments and supporters of the Museum. In any such event, the University's sole obligation shall be to convey the Property, Collection, and any remaining financial assets dedicated to the operation and/or maintenance of the Museum (excluding any state funds or assets obtained with state funds) in accordance with the terms of this Agreement or any other gift or contribution agreement in an appropriate and equitable manner after making provision for the payment or assumption of outstanding liabilities of the Museum and reimbursement for any capital improvements made to the Property by the University or Foundation, provided that such reimbursement shall only be necessary if required by law.

V. Miscellaneous

A. Governing Law. This Agreement will be construed in accordance with the laws of the State of Florida without regard to the conflict of law provisions thereof, including, without limitation for the purpose of

determining the administration of the Endowment's assets. In the event of any action arising under this Agreement, the venue of such action shall lie exclusively within the state courts of Florida located in Miami-Dade County, Florida, and the parties hereto specifically waive any other jurisdiction and venue.

B. Severability. In the event that any provision contained in this Agreement is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability, and the remainder of this Agreement will remain valid and enforceable according to its terms with respect to all other circumstances.

C. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, trustees and assigns.

D. Entire Agreement. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Agreement may not be amended or modified except by a subsequent written instrument duly executed by the parties.

E. Survivability. The representations, warranties and covenants contained in this Agreement shall survive the Closing.

F. Counterpart. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

G. Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

H. Notices. All notices, requests, Claims, demands and other communications hereunder shall be in writing and shall be given (a) when delivered in person, (b) when dispatched by electronic facsimile transfer (with a confirmation report that the transmission was successful), (c) one business day after

having been dispatched by overnight delivery service from a national courier or (d) five business days after being sent by registered or certified mail (postage prepaid, return receipt requested), in each case, to the respective parties at the respective addresses or facsimile numbers specified below:

if to JMOF:

with a copy (which shall not constitute notice) to:

Greenberg Traurig, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, FL 33301
Attention: Harry J. Friedman
Telephone: (954) 765-0500

If to the University or the Foundation:

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

I. Compliance with All Laws. The parties shall comply with all applicable federal, state and local laws in performing the Agreement terms.

J. Effective Date. The effective date of this Agreement shall be the date on which it is fully executed.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date(s) indicated.

Signed _____ Date _____

Linda Zilber

President, Jewish Museum of Florida, Inc.

Signed _____ Date _____

Jo Ann Arnowitz

Secretary, Jewish Museum of Florida, Inc.

Signed _____ Date _____

Kenneth G. Furton

Dean, College of Arts and Sciences

Florida International University

Signed _____ Date _____

Howard R. Lipman

President and CEO, Florida International University Foundation, Inc.

Signed _____ Date _____

Mark B. Rosenberg

President, Florida International University

Center for the Advancement of
Jewish Education

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JoAnne Papir

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A.B. Wiener z'l

Gary J. Yarus

July 30, 2012/11 Av 5772

Board of Governors

Florida State University System

325 West Gaines Street, Suite 1614

Tallahassee, FL 32399-0400

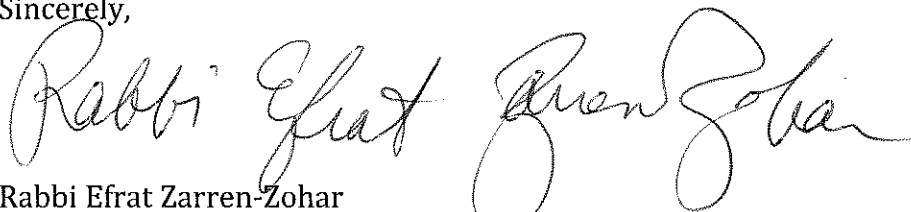
To Whom It May Concern:

I have read about the acquisition by Florida International University of the Jewish Museum of Florida, Miami Beach. This is a welcome development, and I am writing to express the support of The Center for the Advancement of Jewish Education for this forward-looking partnership. The upgrade of the Museum that will result from this partnership, as well as the accessibility of FIU courses, seminars, and lectures as this beautiful facility, are in everyone's interest.

I also understand that FIU will offer courses in Jewish Studies at the Museum. We at CAJE especially welcome this resource. We need well-trained professionals for South Florida's Jewish schools and institutions.

In short, I urge the Board of Governors to approve FIU's request to establish a special purpose center at the Jewish Museum of Florida-FIU.

Sincerely,



Rabbi Efrat Zarren-Zohar

Director of Adult Jewish Learning and Growth

הסוכנות המרכזית לחינוך יהודי

4200 Biscayne Boulevard • Miami, Florida 33137-3210 • Phone 305-576-4030 • Fax 305-576-0307 • E-mail caje@caje-miami.org • www.caje-miami.org



FAIRCHILD TROPICAL BOTANIC GARDEN

Exploring, Explaining and Conserving the World of Tropical Plants

30 July 2012

Dr. Kenneth Furton,
Dean of the College of Arts and Sciences,
Dean's Office, ECS 450,
Florida International University,
11200 SW 8th Street,
Miami, FL 33199

Dear Dean Furton,

I am writing to express my support for Florida International University to offer a range of material and cultural programs, including museum and curatorial studies, at FIU's newest museum, the Jewish Museum of Florida. I understand this facility will provide a range of courses and events working with a full range of FIU faculty and partner institutions. I am particularly keen to see courses delivered that will build skills in the management, curation and interpretation of natural history collections, and in the use of museum collections for community education. I also would be interested in exploring opportunities for internships and work experience programs in collaboration with Fairchild Tropical Botanic Garden.

I look forward to participating in this new venture and working with the FIU team,

Sincerely,



Carl E. Lewis, Ph.D.
Director

FIU | Frost Art
Museum
FLORIDA INTERNATIONAL UNIVERSITY

10975 SW 17th St.
Miami, FL 33199

July 31, 2012

305.348.2890

305.348.2762

artinfo@fiu.edu

http://thefrost.fiu.edu

Dean Kenneth Furton
College of Arts and Sciences
Florida International University

To Dean Furton:

I have recently been informed about the acquisition by Florida International University of the Jewish Museum of Florida, Miami Beach. This is a most welcome development, and I write to express the support of the Frost Art Museum in this unique collaboration of FIU's three museums with our regional cultural institutions. I am also writing in support of an advanced degree in Arts Administration/Museum Studies program to enhance these partnerships and expand upon the Museum Studies Certificate that the College of Architecture and the Arts and the Department of Art and Art History and Frost Art Museum have developed successfully over the past 9 years. It is time to respond to the interests of our students in this very important arts community of Miami to improve their education in the field with a Master of Arts that would include various tracks for the many fields that art administration represents for our three museums and beyond.

I support the Jewish Museum at FIU and look forward to new partnerships and academic collaborations.

Sincerely,



Carol Damian

Director and Chief Curator
The Patricia & Phillip Frost Art Museum

July 31, 2012

Dean Kenneth Furton
College of Arts and Sciences
Florida International University

To Dean Furton:

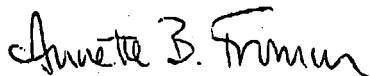
I have recently been informed of the acquisition of the Jewish Museum of Florida, Miami Beach, by Florida International University. This brings the number of exemplary museums at FIU to three with the Patricia and Phillip Frost Art Museum and the Wolfsonian-FIU, a most welcome development.

I am also writing in support of an advanced degree in Museum Studies/Arts Administration to enhance these partnerships and to expand upon the well-established and respected Museum Studies Graduate Certificate which the College of Architecture and the Arts, the Department of Art and Art History, and Frost Art Museum successfully established over the past 9 years. This is an intensely interdisciplinary program; students enroll in courses offered by the School of Art and Art History, the History Department, Public Administration, Education and other FIU departments to fulfill requirements of the Certificate.

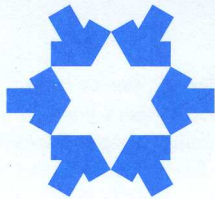
Now is the perfect time to respond to the interests of our students and the arts, history, and preservation community of Miami and the region to increase opportunities for advancement in the field with a Master of Arts that would include various tracks for the many fields represented by our three museums and beyond.

I write to express the support of the Graduate Certificate of Museum Studies in this unique collaboration of FIU's three museums with our regional cultural institutions. I look forward to the new partnerships, the growth of the program, and continued academic collaborations.

Yours sincerely,



Annette B. Fromm, Ph.D.
Coordinator, Museum Studies



Greater Miami Jewish Federation

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Board of Governors

Florida State University System

Tallahassee, Florida

To Whom It May Concern:

I have read about the acquisition by Florida International University of the Jewish Museum of Florida, Miami Beach. This is a most welcome development, and I write to express the support of the Greater Miami Jewish Federation for this forward-looking partnership. The upgrade of the Museum that will result from this partnership, as well as the accessibility of FIU courses, seminars, and lectures at this beautiful facility, are in everyone's interest.

I also understand that FIU will offer courses in Jewish Studies at the Museum. We at the Greater Miami Jewish Federation especially welcome this resource, as well-trained professionals for South Florida's institutions are always in demand.

In short, I urge the Board of Governors to approve FIU's request to establish a special purpose center at the Jewish Museum of Florida-FIU.

Sincerely,

Jacob Solomon
President and Chief Executive Officer

The Mission of the Greater Miami Jewish Federation is to mobilize human and financial resources to care for those in need, strengthen Jewish life and advance the unity, values and shared purpose of the Jewish people in Miami, in Israel and around the world.

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MONTGOMERY BOTANICAL CENTER

Advancing Research, Conservation, and Education through Scientific Plant Collections
ESTABLISHED 1959

July 31, 2012

Dr. Ken G. Furton,
Dean of the College of Arts and Sciences
Dean's Office, ECS 450
Florida International University
11200 SW 8th Street
Miami, FL 33199

Dear Dr. Furton,

I am writing to express my enthusiasm for Florida International University to offer a range of material and cultural programs, including museum and curatorial studies, at FIU's newest museum, the Jewish Museum of Florida. I understand this facility plans to provide a range of courses and events working with a full range of FIU faculty and partner institutions.

Thus, I am particularly keen to see courses delivered that will build skills in the management, curation and interpretation of botanic garden living collections. I also would be interested in exploring opportunities for internships and work experience programs in collaboration with the Montgomery Botanical Center.

As you know, I enjoy a very productive relationship with the FIU College of Arts and Sciences. I also look forward to this new venture at FIU.

Sincerely,

M. Patrick Griffith, Ph.D.
Executive Director

C: Mike Maunder
Elizabeth Greb

July 30, 2012

Board of Governors
Florida State University System
Tallahassee, Florida

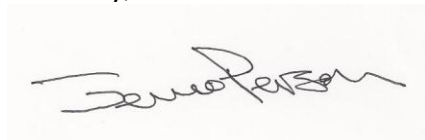
To Whom It May Concern:

As an organization that frequently partners with the Jewish Museum of Florida, we are thrilled to read about the acquisition by Florida International University. The resulting enhancement to the Museum, as well as the accessibility of FIU courses, seminars, and lectures at this important institution, are in everyone's interest.

I also understand that FIU will extend its Museum Studies courses to include the Jewish Museum. At Next@19th we are especially thrilled by this as it will tremendously upgrade the discourse surrounding Jewish culture in South Florida and increase the population of well-trained professionals for South Florida's Jewish institutions and rich diversity of arts organizations, museums and galleries.

Thus, I urge the Board of Governors to approve FIU's request to establish a special purpose center at the Jewish Museum of Florida-FIU.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenni Person", is placed on a light-colored rectangular background.

Jenni Person, MFA
Director



NATIONAL TROPICAL BOTANICAL GARDEN

Chartered by Congress to Create a National Resource in Conservation, Research, and Education

30 July 2012

Dr Ken G. Furton,
Dean of the College of Arts and Sciences,
Dean's Office, ECS 450,
Florida International University,
11200 SW 8th Street,
Miami, FL 33199

Dear Dr Furton,

I am writing to express my support for Florida International University to offer a range of material and cultural programs , including museum and curatorial studies, at FIU's newest museum, the Jewish Museum of Florida. I understand this facility will provide a range of courses and events working with a full range of FIU faculty and partner institutions.

I am particularly keen to see courses delivered that will build skills in the management, curation and interpretation of botanic garden living collections. I also would be interested in exploring opportunities for internships and work experience programs in collaboration with the National Tropical Botanic Garden and our Miami garden the Kampong.

I look forward to participating in this new venture and working with the FIU team to build capacity in both the museum and botanic garden communities as we share the same issues regarding curation of collections and interpretation not to mention excellence in management practices.

Sincerely,

Chipper Wichman, Director and CEO