



OFFICE OF THE PRESIDENT

Item 5.3.1

PRESENT TO BOARD: JULY 17, 2019

TO: SOUTH FLORIDA STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: FACILITIES RENTAL, MATERIALS AND SERVICE AGREEMENT – AVE MARIA  
UNIVERSITY PREPARATORY SCHOOL

Approval is requested to a renew facilities rental, materials and services agreement between Ave Maria University Preparatory School and South Florida State College for the purpose of providing the college an agricultural program training area to include land, a classroom and storage facility, office, telephone and internet access for the instructor located at the site. Ave Maria University Preparatory School will be responsible for the maintenance and repair of facilities at its site. This agreement renews annually.

**SUGGESTED MOTION:**

**Move to approve the agreement between Ave Maria University Preparatory School and South Florida State College as presented.**

**AGREEMENT BETWEEN  
SOUTH FLORIDA STATE COLLEGE  
AND  
AVÉ MARIA UNIVERSITY PREPARATORY SCHOOL, INC.**

This agreement ("Agreement") is between Avé Maria University Preparatory School, Inc., whose address is 2850 75<sup>th</sup> Street West, Bradenton, Florida 34209 ("School") and South Florida State College, whose address is 600 West College Drive, Avon Park, Florida 33825, ("College"). The School and the College agree as follows:

**FACILITIES RENTAL, MATERIALS AND SERVICES**

The School will provide the College an Agricultural program training area to include land, a classroom and storage facility, office, telephone and internet access for the instructor located at the site of Avé Maria University Preparatory School, Inc. Avé Maria University Preparatory School, Inc. will be responsible for maintenance or repair of facilities at its site.

South Florida State College will be liable for property damage and/or bodily injury pursuant to this agreement which occurs as a direct result of negligence of the College, its agents, or employees. The College is self-insured through the Florida College System Risk Management Consortium and liability is limited to sovereign immunity limits of \$200,000 per person, \$300,000 per occurrence in accordance with Florida Statutes 768.28.

**Payment and Invoices:**

In consideration of the use of the facilities, materials and services in this Agreement, the College will pay the School a fixed price of \$6,150. The College will issue payment within 30 days after receipt of an invoice from the School once Fall semester classes have commenced.

**TRANSPORTATION AGREEMENT**

**The School will:**

1. Provide transportation for students from the site of Avé Maria University Preparatory School, Inc., to the South Florida State College for program testing associated with classes.
2. Provide transportation for students from the site of Avé Maria University Preparatory School, Inc., to activities associated with the Agricultural program training.
3. Provide a Certificate of Insurance for liability coverage of at least \$100,000 per student, or \$1,000,000 per incident.

**The College will:**

1. Pay the School \$43.75 for transportation per trip for student testing in a SFSC testing center required for online courses or \$1,400 for a face-to-face course taken at SFSC. Payment will not exceed \$7,000 per academic year.

Note: \$43.75 is calculated from the 2018-2019 agreement of \$1400 per course not to exceed \$ 7,000 per academic year. Number of trips will be determined by instructor syllabus.

2. Be liable for property damage and/or bodily injury pursuant to this agreement and which occur as a direct result of negligence of the College, its agents, or employees. The College is self-insured through the Florida Community College Risk Management Consortium as a state agency and liability is therefore limited to sovereign immunity limits of \$200,000 per person, \$300,000 per occurrence in accordance with Florida Statutes 768.28.

**Payment and Invoices:**

The College will issue payment within 30 days after receipt of an acceptable invoice from the School. Invoices are to be submitted per term once classes have commenced.

**TUTORING AND MENTORING SERVICES**

The School will provide the tutoring and mentoring services at the site of Avé Maria University Preparatory School, Inc. Avé Maria University Preparatory School, Inc. will be responsible for scheduling time for students who require additional assistance outside of the instructional period.

**Payment and Invoices:**

In consideration of the tutoring and mentoring services in this Agreement, the College will pay the School a fixed price of \$24,000 to be paid in increments of \$12,000 per semester. The College will issue payment within 30 days after receipt of an invoice from the School once classes have commenced. The School will provide documentation of hours spent tutoring by January 15, 2020 for Fall semester and May 31, 2020 for Spring semester.

**Notices:**

All notices or communication between the College and the School shall be directed to the following:

College contact person: Thomas Bush [Thomas.Bush@southflorida.edu](mailto:Thomas.Bush@southflorida.edu)  
600 West College Drive  
Avon Park, FL 33825  
Phone: 863-784-7117  
Fax: 863-784-7355

School contact person: Pawel Lipinski [pawellipinski@hotmail.com](mailto:pawellipinski@hotmail.com)  
2850 75<sup>th</sup> Street West  
Bradenton, Florida 34209  
Phone: 941-840-5331

**Term and Termination:**

This Agreement is effective August 17, 2019 through July 31, 2020.

By their signatures below, both parties acknowledge and agree that they will comply with all applicable Federal, State, and local laws, regulations, and guidelines relating to their performance under this Agreement, including but not limited to those pertaining to nondiscrimination, privacy rights of participants, maintenance of records and confidential information.


**South Florida State College**

  
Thomas C. Leitzel, Ph.D.  
President

7-18-19

Date

**Avé Maria University Preparatory School, Inc.**

  
Pawel Lipinski, M.A., M.A  
Director

7/8/2019

Date