

AGENDA

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES August 21, 2018

EPICENTER MEETING ROOM (1-453)
13805 -58th STREET N.
Clearwater, FL

ANNUAL ORGANIZATIONAL MEETING: 9:00 A.M.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. RECOGNITIONS

- A. Presentation of Retirement Resolutions and Motion for Adoption
 - 1. Mr. Eric Folsom (*Attending*)
 - 2. Dr. Jack Gartner (*Attending*)
 - 3. Ms. Wanda McCawthan (*Attending*)
 - 4. Ms. Peggy Zurro (*Attending*)
 - 5. Mr. Thon Dang (*Not Attending*)
 - 6. Ms. Zaharoula Grivizas (*Not Attending*)
 - 7. Dr. Kevin Murray (*Not Attending*)
 - 8. Dr. Susan Blanchard (*Not Attending*)
 - 9. Ms. Judy Colson (*Not Attending*)
 - 10. Ms. Vivian DeRussy (*Not Attending*)
 - 11. Ms. Joni Melville (*Not Attending*)
 - 12. Ms. Ourania Stephanides (*Not Attending*)
- B. Announcements
 - 1. New Dean College of Computer and Information Technology
 - 2. New Dean Allied Health Sciences
 - 3. New Associate Provost, Tarpon Springs Campus
 - 4. New Associate Provost, Downtown/Midtown Campus
 - 5. New Associate Vice President Human Resources
- C. Annual Organizational Meeting
 - 1. Election of Chairperson
 - 2. Election of Vice Chairperson
 - 3. Selection of Day for Regular Monthly Board Meetings
 - 4. Selection of Time for Regular Monthly Board Meetings
 - 5. Designation of Location for Special Board Meetings Held at Locations Other than the EpiCenter

- D. Appointment of Board Members to Direct Support Organization Boards:
SPC Foundation, Inc; Institute for Strategic Policy Solutions and Leepa-Rattner
Museum of Art, Inc. (*Action*)

III. COMMENTS

- A. Board Chair
- B. Board Members
- C. President
- D. Public Comment pursuant to §286.0105 FS

IV. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of June 19, 2018 (*Action*)

Board Workshop August 3, 2018 (*Action*)

V. MONTHLY REPORTS

- A. General Counsel

VI. STRATEGIC FOCUS AND PLANNING

A. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT

1. Fall 2018 Enrollment Summary - Dr. Patrick Rinard, Associate Vice President, Enrollment Services and Dr. Sabrina Crawford, Associate Vice President Institutional Effectiveness and Academic Services (*Presentation*)
2. Recruitment Plan – Dr. Patrick Rinard and Dr. Stan Vittetoe, Provost, Clearwater Campus (*Presentation*)
3. Retention Plan – Dr. Anne Cooper, Vice President, Academic Affairs and Mr. Jimmy Chang, Dean, College of Mathematics (*Presentation*)

B. BUDGET AND FINANCE

1. FY 2017-18 Year End Financial Report – Ms. Janette Hunt, Associate Vice President, Budgeting and Compliance (*Presentation*)

C. ADMINISTRATIVE MATTERS

1. Human Resources
 - a. Personnel Report (*Action*)
 - b. Health Insurance 2019 Plan Alternatives– Ms. Michelle Manteiga, Senior Manager, Benefits and Wellness (*Presentation/Action*)

VII. CONSENT AGENDA

- A. **OLD BUSINESS (items previously considered but not finalized)**
 - 1. Charter Agreement and Proposed Site Change for St. Petersburg Collegiate High School North Pinellas (*Action*)
 - 2. Entry of Final Order, Division of Administrative Hearings (DOAH)- Marvin Bright (*Action*)
- B. **NEW BUSINESS**
 - 1. **GRANTS/RESTRICTED FUNDS CONTRACTS**
 - a. University of Central Florida, Center for Students with Unique Abilities – Florida Postsecondary Comprehensive Transition Program (FPCTP) – Start-UP Grant (*Action*)
 - b. CareerSource Florida, Inc. –Quick Response Training (QRT) Grant – Power Design, Inc. (*Action*)
 - c. U.S. Department of Justice: Office of Community Oriented Policing Services (COPS) – FY18 Community Policing Development Program (*Action*)
 - 2. **BIDS, EXPENDITURES, CONTRACTS OVER \$325,000**
 - a. Replacement of Domestic Water Lines, Clearwater Campus (*Action*)
 - 3. **CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION**
 - a. Change Order #1, Final Accounting, and Certificate of Partial Project Acceptance, Project #301-D-16-3, Student Success Center, St. Petersburg/Gibbs Campus, Phase I (*Action*)
 - 4. **OTHER**
 - a. Lease Agreement between St. Petersburg College and AMH Construction to lease storage space at the Tarpon Springs Campus (*Action*)
 - b. St. Petersburg Collegiate High School (SPCHS) Mental Health Assistance Allocation Plan for 2018-19 (*Action*)

VIII. INFORMATIONAL REPORTS

- A. Quarterly Informational Report of Contract Items
- B. Quarterly Informational Report of Exempt and Non-Exempt Purchases
- C. Quarterly Report of Dell Financial Agreements

IX. PRESIDENT'S EVALUATION

X. PROPOSED CHANGES TO BOT RULES MANUAL – Public Hearing - None

XI. PRESIDENT'S REPORT

XII. NEXT MEETING DATE AND SITE

September 18, 2018, Clearwater ES 104

XIII. ADJOURNMENT

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting August 21, 2018, he or she will need a record of the proceedings. It is the obligation of such person to ensure a verbatim record of the proceedings is made, §286.0105, Florida Statutes.

Items summarized on the Agenda may not contain full information regarding the matter being considered. Further information regarding these items may be obtained by calling the Board Clerk at (727) 341-3241.


***No packet enclosure**

Date Advertised: August 10, 2018

August 21, 2018

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: 2018 - 2019 Proposed Board of Trustees Meeting Schedule

Approval is sought to schedule the 2018-2019 St. Petersburg College Board of Trustees meetings according to the proposed schedule below.

Proposed meeting dates and locations:

August 21, 2018	Epi Center
September 18, 2018	Clearwater
October 16, 2018	EpiCenter
November 13, 2018	Downtown
December 11, 2018	Epi Center, Collaborative Labs (Board Workshop)
January 15, 2019	Tarpon Springs
February 19, 2019	Allstate Center
March 19, 2019	EpiCenter
April 16, 2019	EpiCenter
May 21, 2019	Seminole
June 18, 2019	EpiCenter
July	None

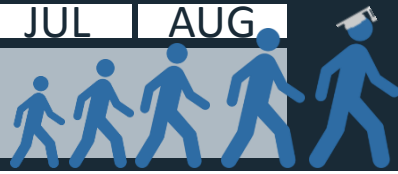
FALL WHO'S HERE



FALL 2018 ENROLLMENT SUMMARY

BOARD OF TRUSTEES MEETING

AUGUST 21, 2018

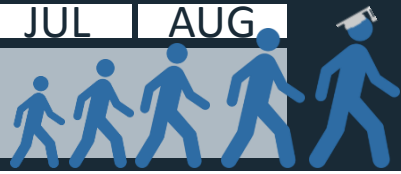


2017-18 SSH

- We budgeted for **-3.5%** in enrollment
- We ended the year at **-2.2%** from prior year

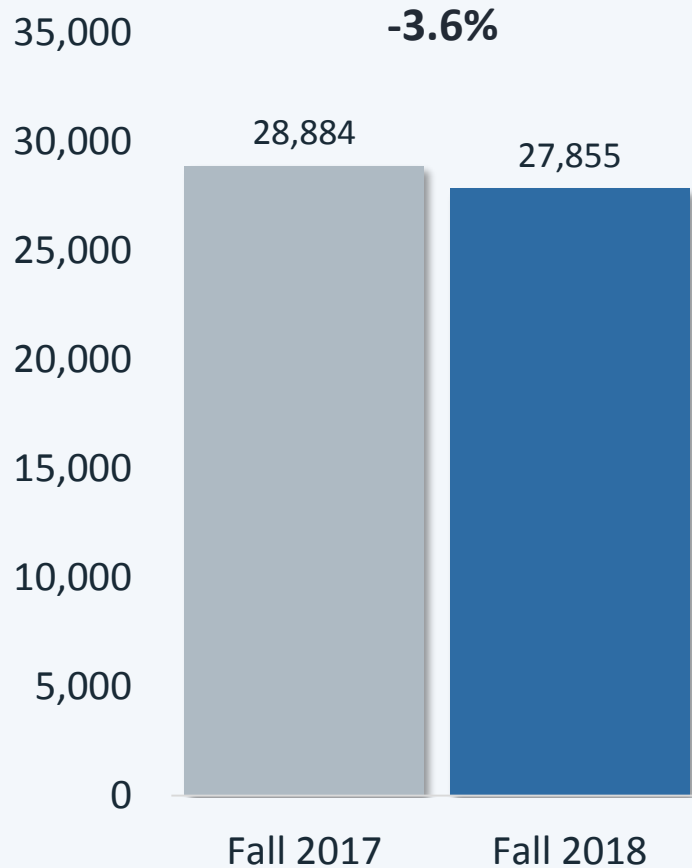
2016-17 Actual SSH	2017-18 Actual SSH	Difference
564,863	552,632	-2.2%

SSH= Student Semester Hours

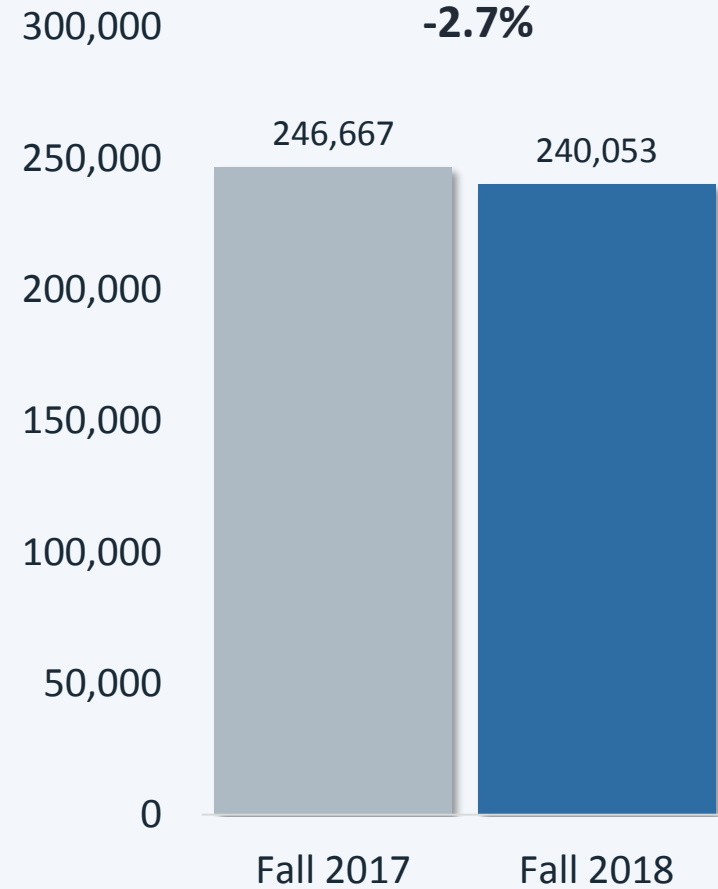


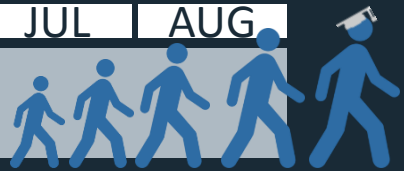
Overall Enrollment

Overall Headcount

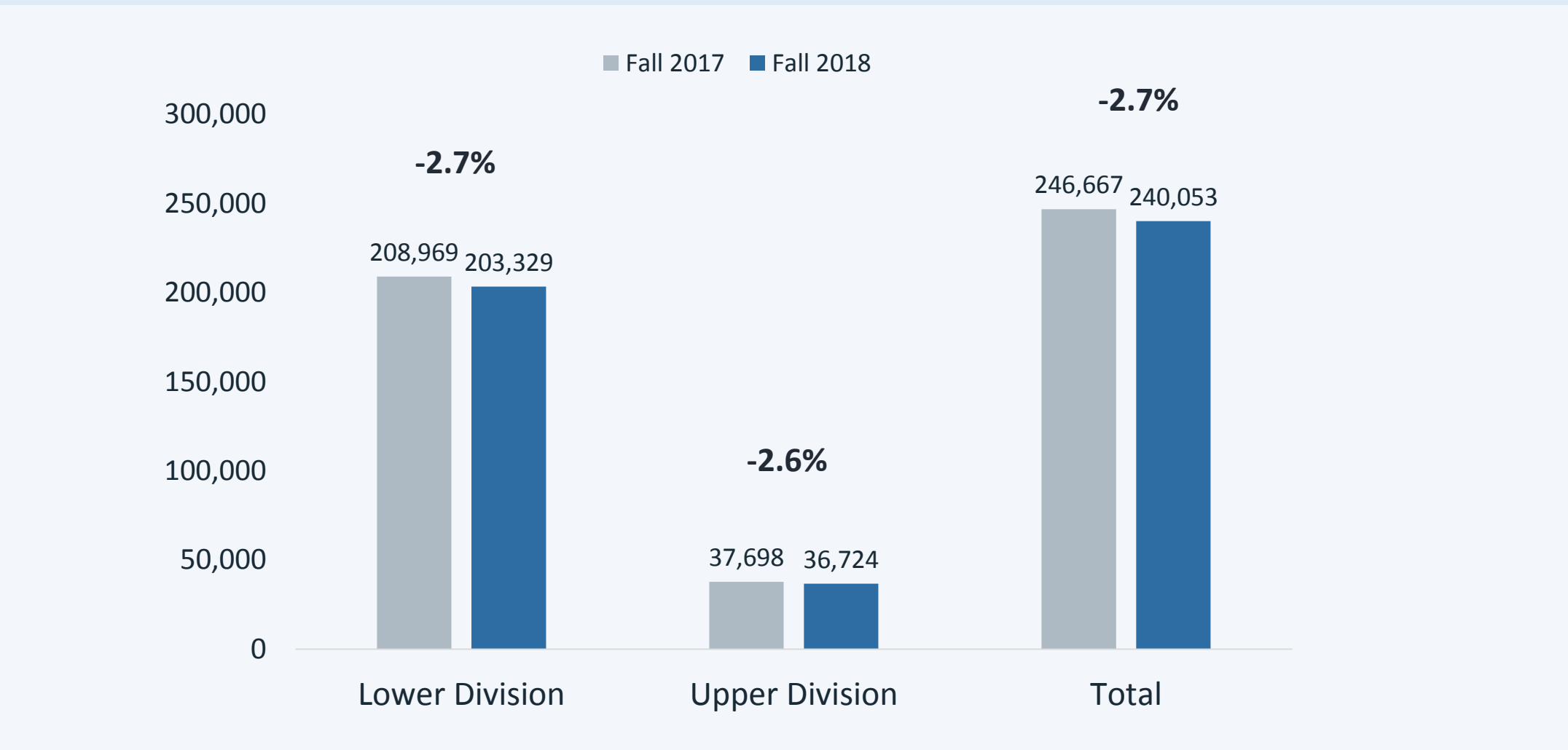


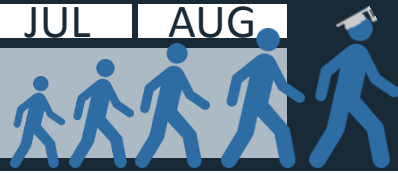
Overall SSH



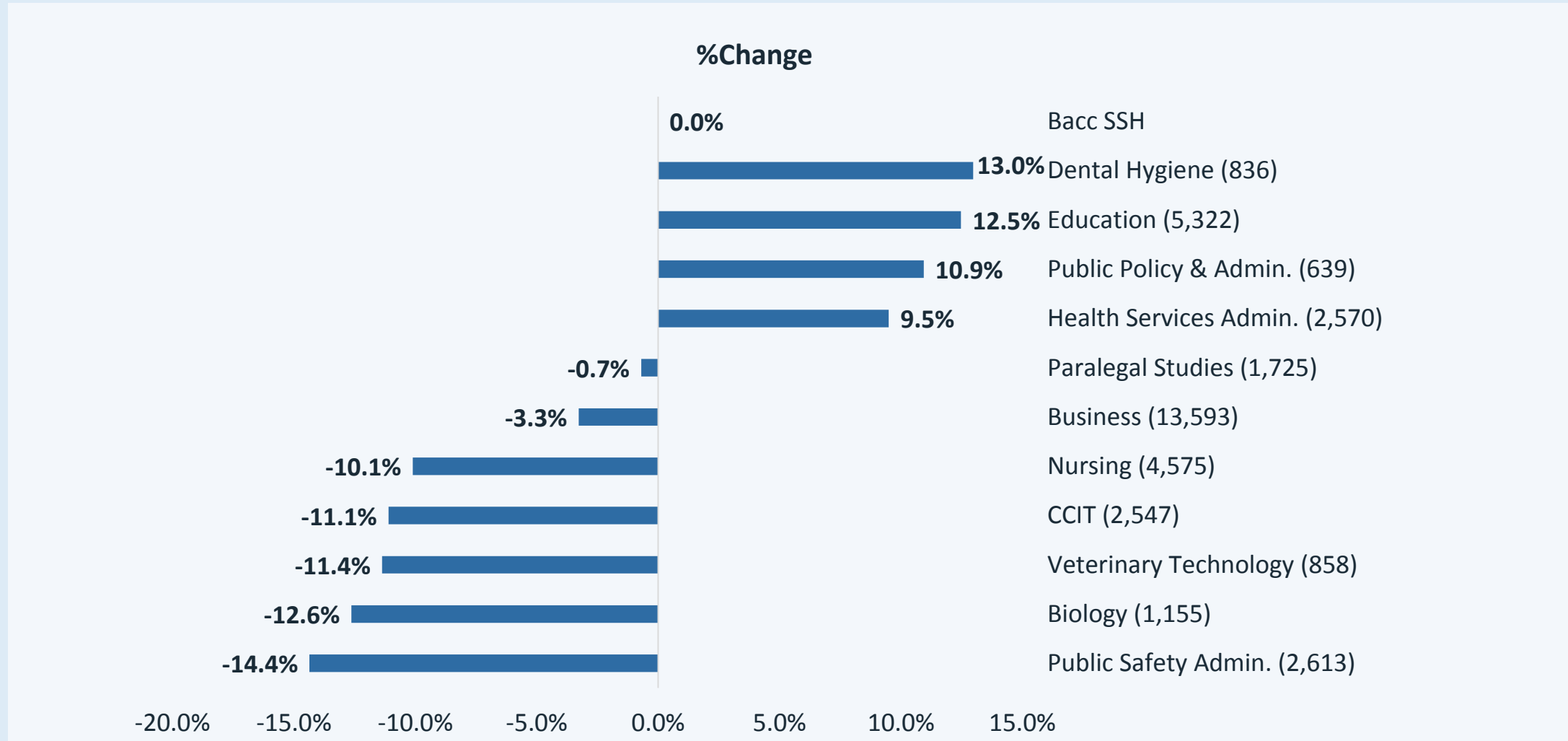


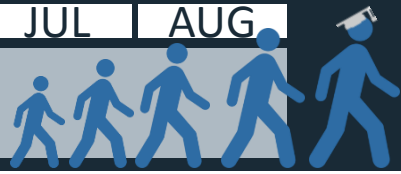
Student Semester Hours



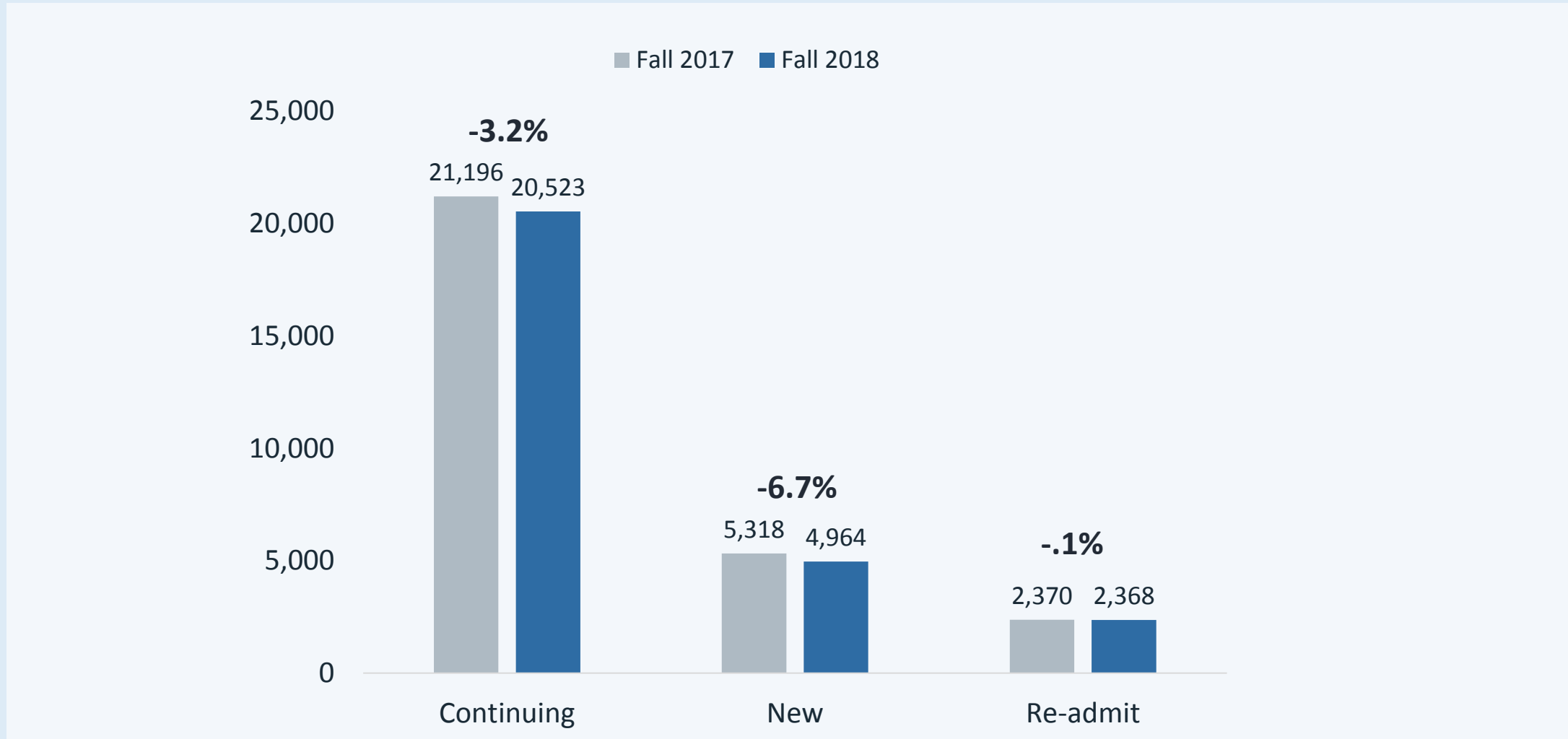


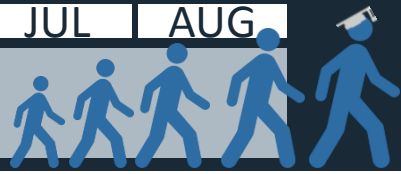
Baccalaureate SSH



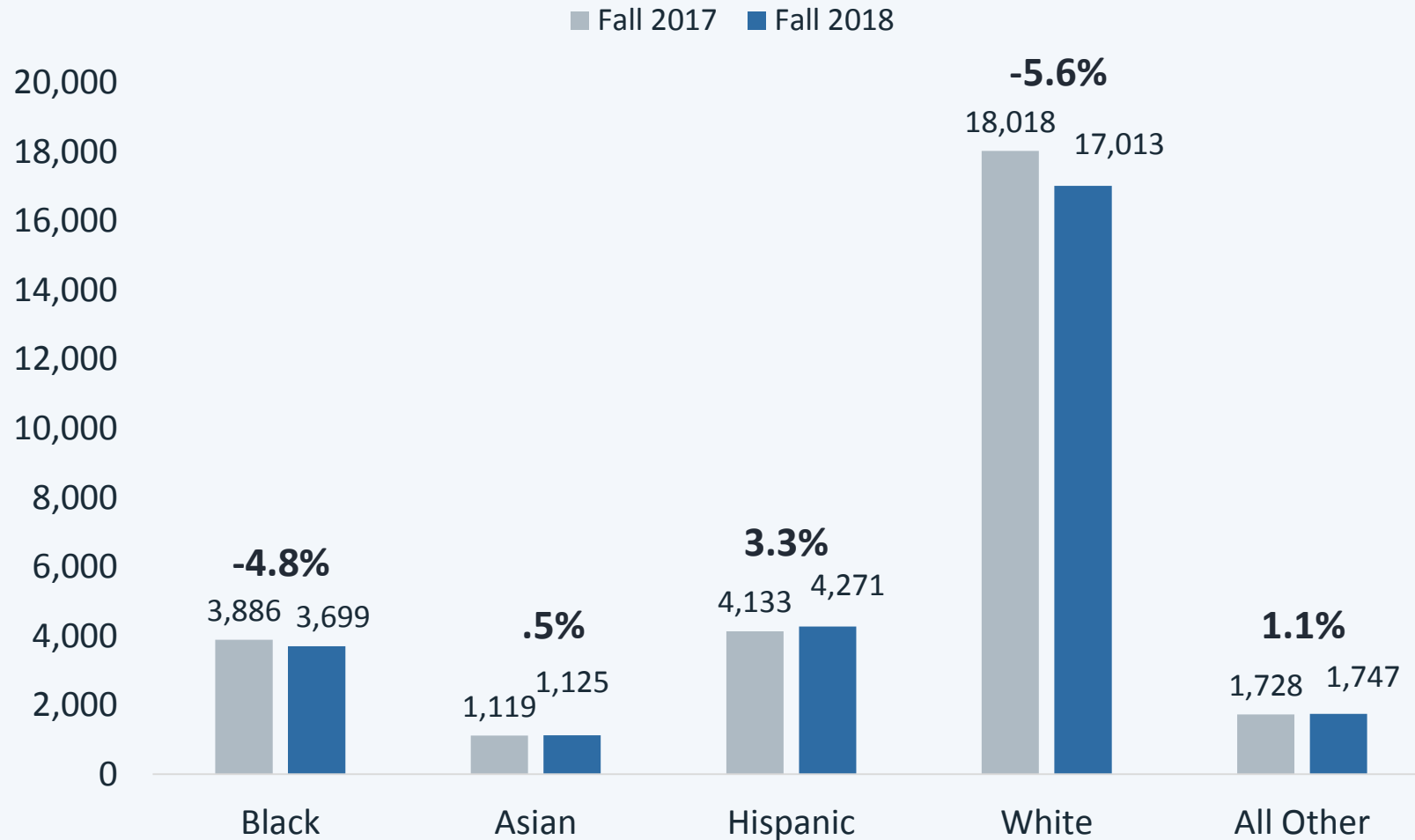


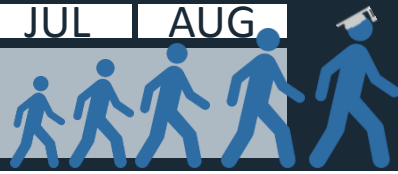
Enrollment Type



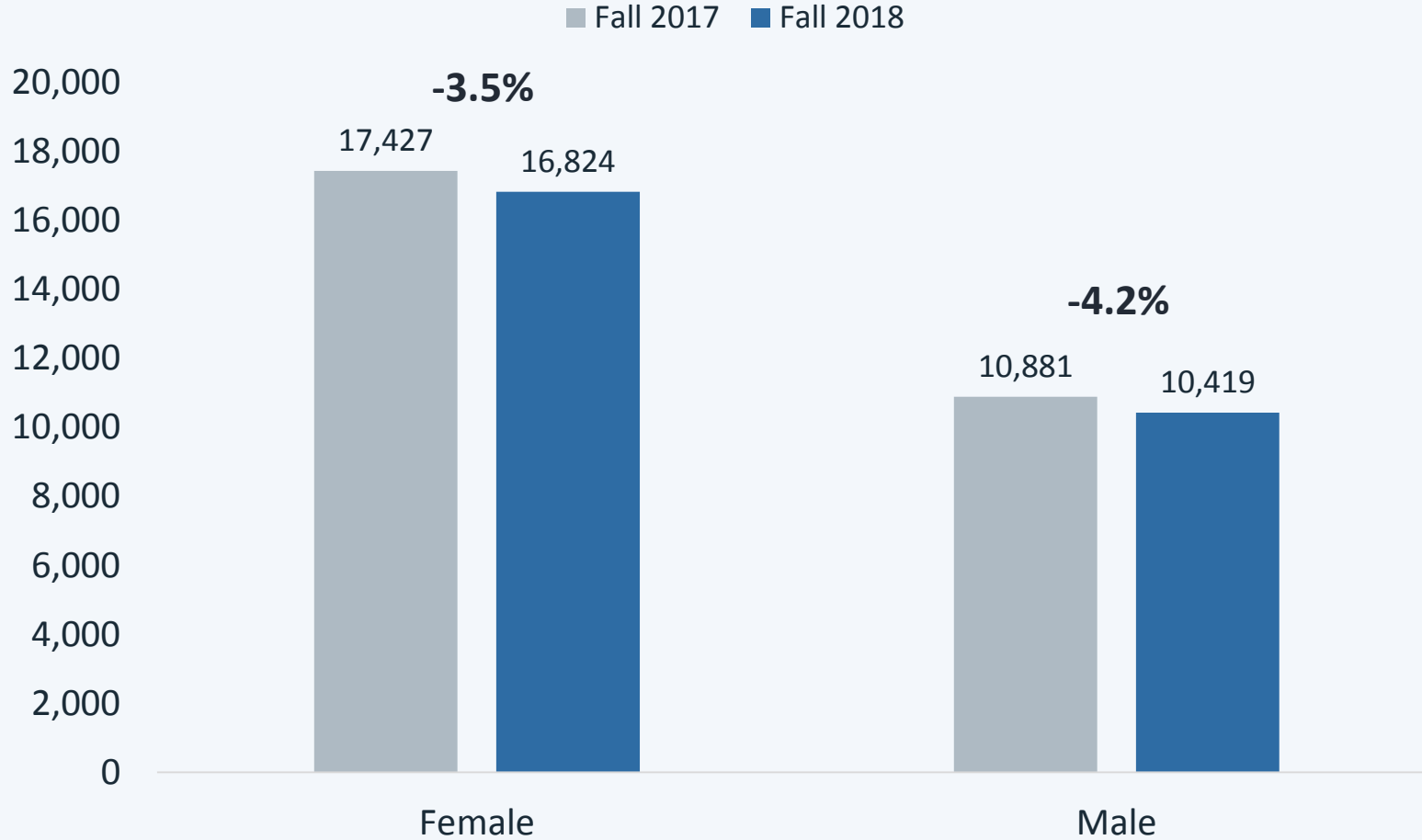


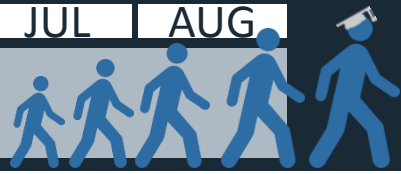
Ethnicity



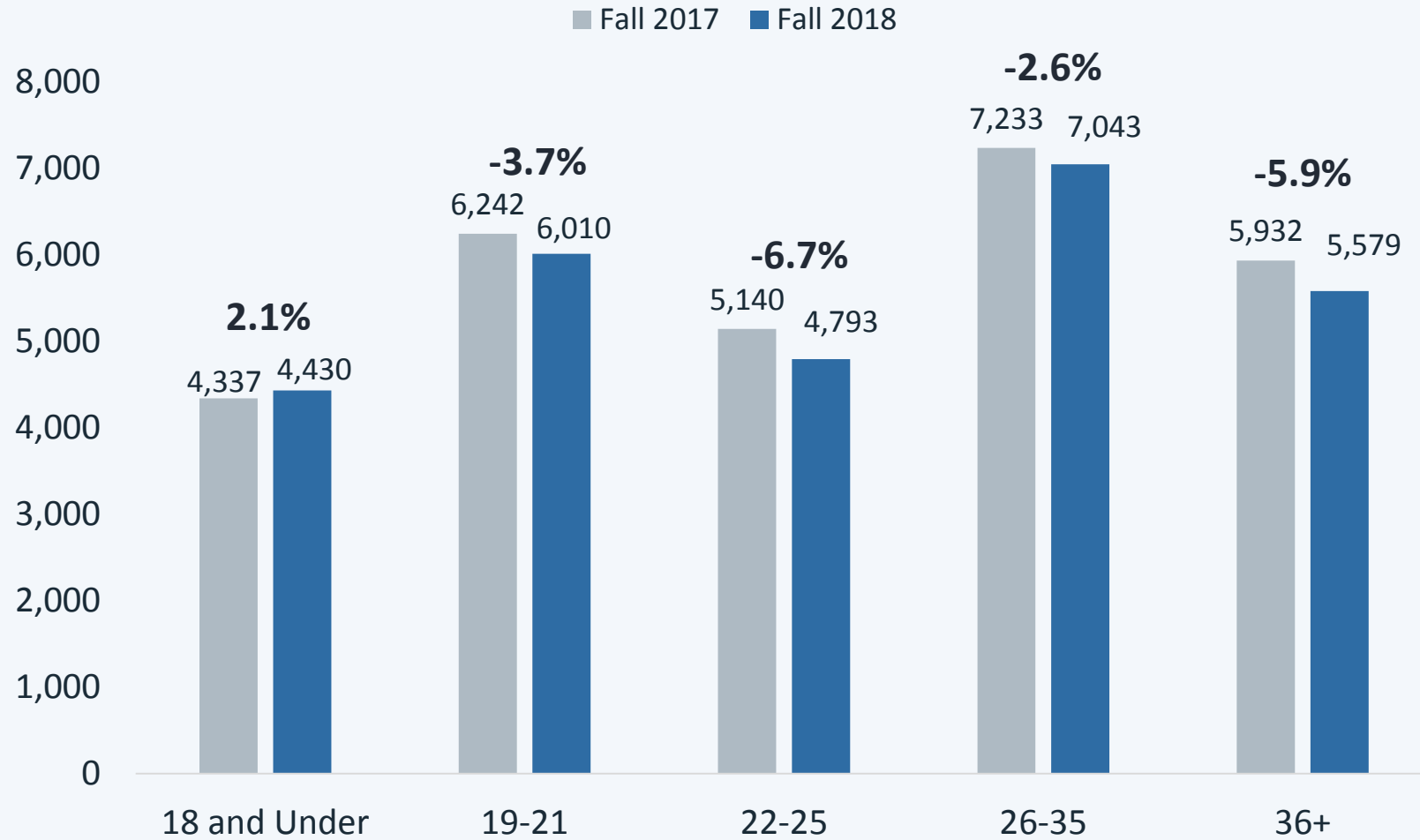


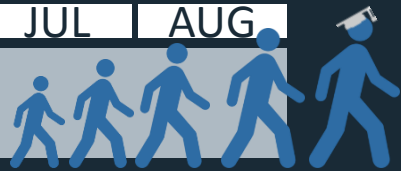
Gender





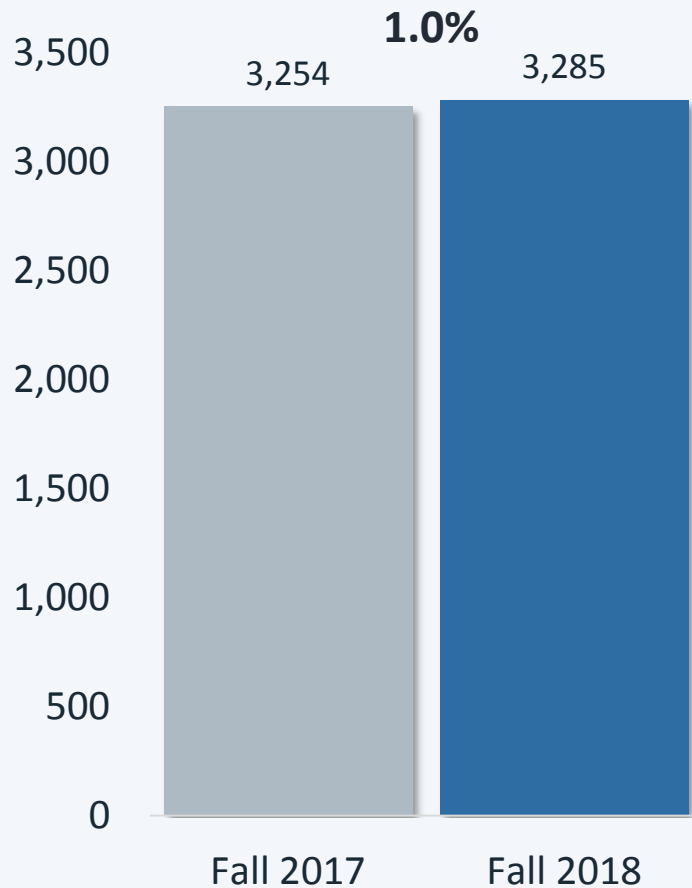
Enrollment by Age



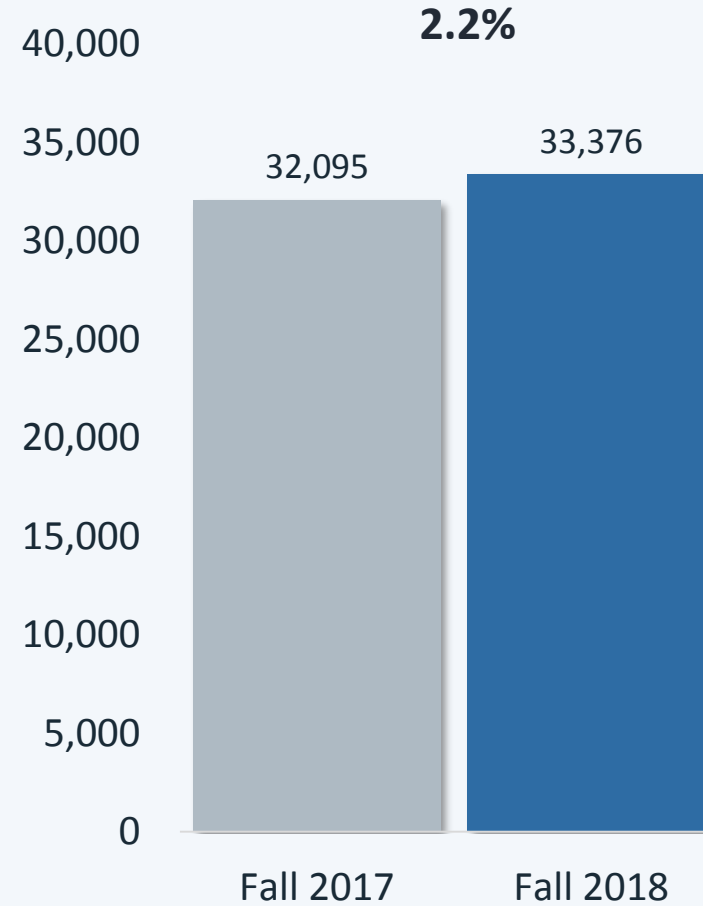


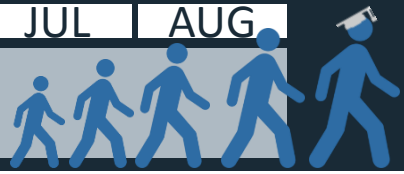
FTIC Enrollment

Overall Headcount

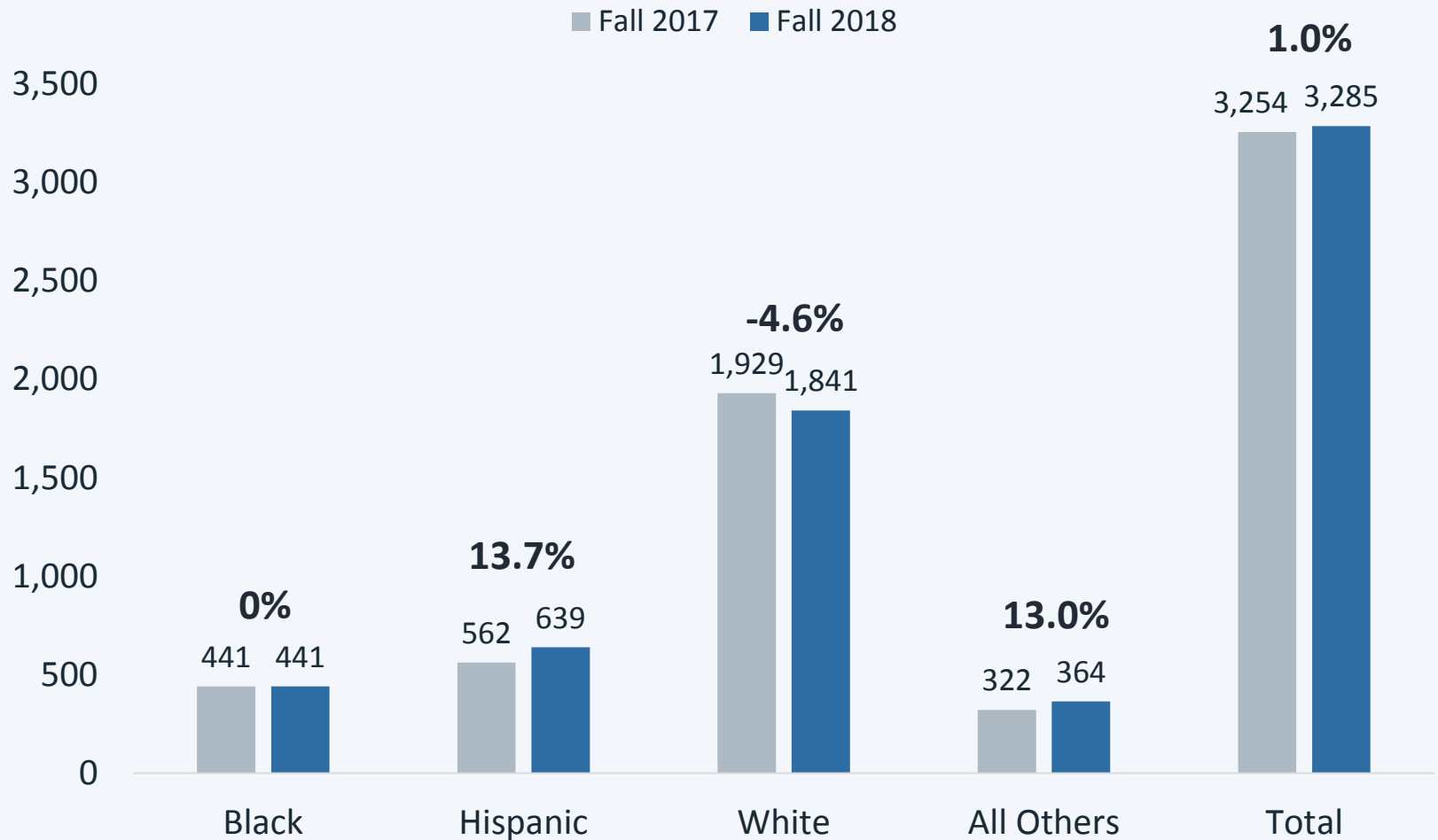


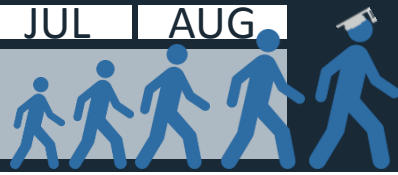
Overall SSH



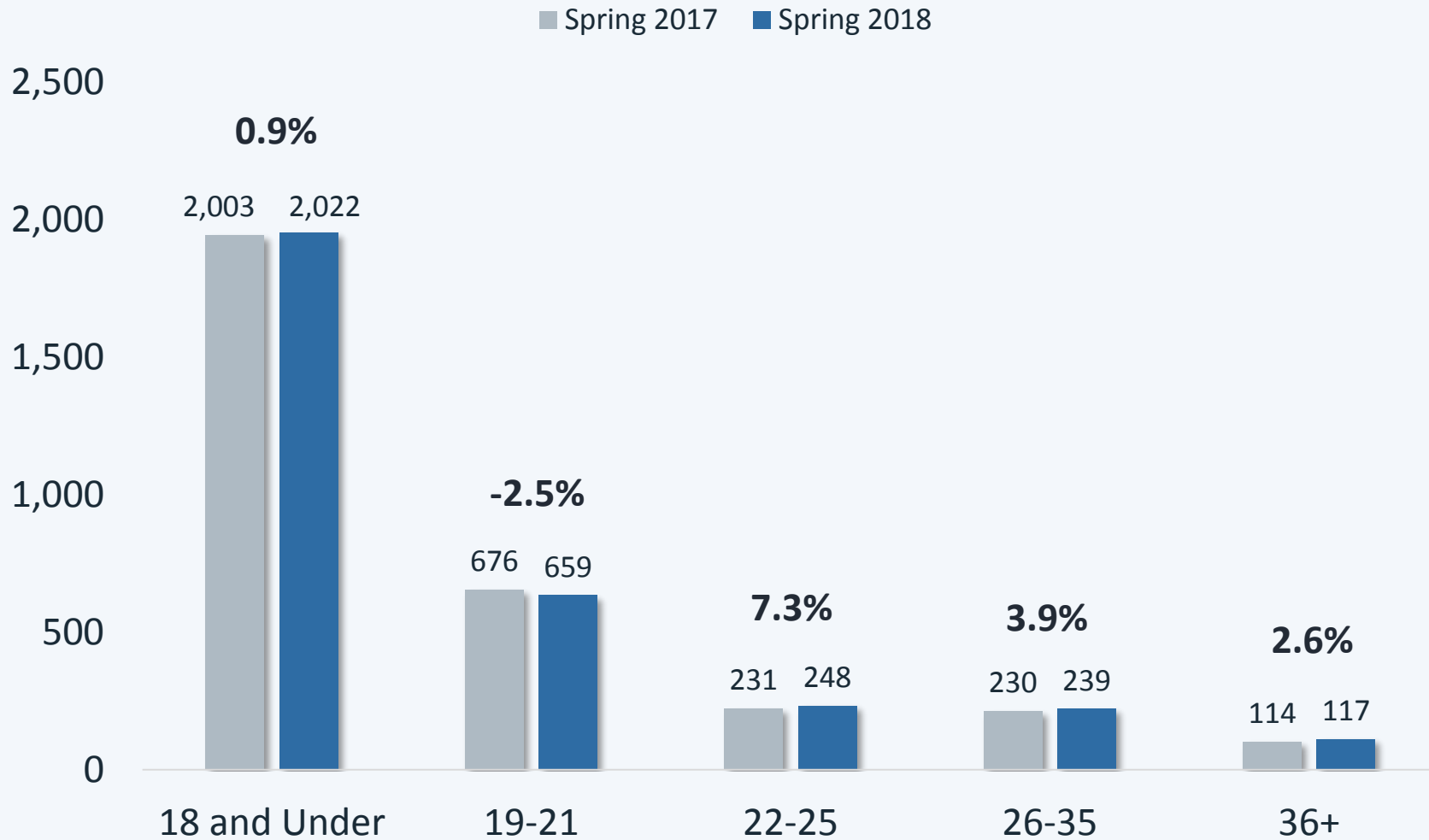


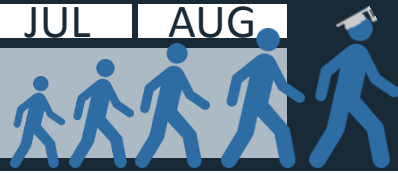
FTIC Ethnicity





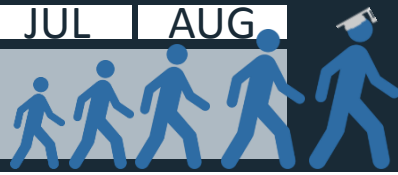
FTIC Enrollment by Age





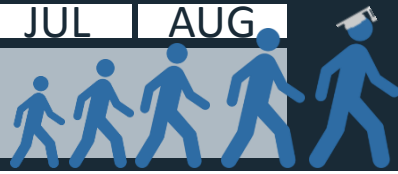
Fall to Fall Retention of FTIC

	Fall 2017 FTIC	# Enrolled Fall 2018		Total	# Not Enrolled Fall 2018
		Full-Time	Part-Time		
Full-Time	1,223	554	317	871 (71.2%)	352 (28.8%)
Part-Time	2,133	294	777	1071 (50.2%)	1062 (49.8%)
Total	3,356	848	1,094	1942 (57.9%)	1414 (42.1%)



Pinellas County Public HS

2018 Graduates	Pinellas Public School Name	2017	2018	% Change	2018 Yield
337	BOCA CIEGA HIGH	87	89	2.3%	26.4%
380	CLEARWATER HIGH SCHOOL	111	136	22.5%	35.8%
401	COUNTRYSIDE HIGH SCHOOL	132	163	23.5%	40.6%
348	DIXIE M. HOLLINS HIGH SCHOOL	87	87	0.0%	25.0%
265	DUNEDIN HIGH SCHOOL	120	88	-26.7%	33.2%
490	EAST LAKE HIGH SCHOOL	143	130	-9.1%	26.5%
248	GIBBS HIGH SCHOOL	52	45	-13.5%	18.1%
256	LAKEWOOD HIGH SCHOOL	42	58	38.1%	22.7%
327	LARGO HIGH SCHOOL	92	98	6.5%	30.0%
359	NORTHEAST HIGH SCHOOL	117	126	7.7%	35.1%
376	OSCEOLA HIGH SCHOOL	145	135	-6.9%	35.9%
555	PALM HARBOR UNIVERSITY HS	168	192	14.3%	34.6%
378	PINELLAS PARK HIGH SCHOOL	144	138	-4.2%	36.5%
388	SEMINOLE HIGH SCHOOL	165	144	-12.7%	37.1%
425	ST. PETERSBURG HIGH SCHOOL	85	97	14.1%	22.8%
278	TARPON SPRINGS HIGH SCHOOL	103	103	0.0%	37.1%
5,811	Total	1793	1829	2.0%	31.5%

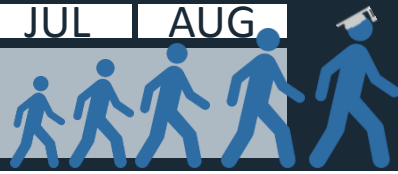


Pinellas County Private HS & Homeschooled

Pinellas Private School Name	2017	2018
ADMIRAL FARRAGUT ACADEMY	6	4
CALVARY CHRISTIAN HS	22	19
CANTERBURY SCHOOL - ST PETERSB	2	2
CLEARWATER CENTRAL CATHOLIC HI	12	13
INDIAN ROCKS CHRISTIAN SCHOOL	23	26
KESWICK CHRISTIAN SCHOOL	2	9
NORTHSIDE CHRISTIAN SCHOOL	12	11
SAINT PETERSBURG CATHOLIC HIGH	15	15
SHORECREST PREPARATORY SCHOOL	1	0
TOTAL	95	99

HOMESCHOOLED PINELLAS	79	74
HOMESCHOOLED FLORIDA	21	33
HOMESCHOOLED OUT OF FLORIDA	1	0
TOTAL	101	107

*Note: June 2018 graduates enrolled at SPC in Fall 2018; Data through 08/12/2018
Source: PCS Data and HS applied and enrolled by day.sql*

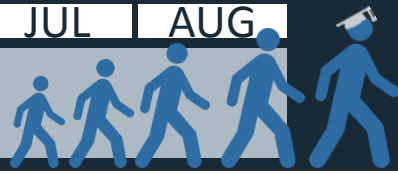


Pasco County Public HS

Pasco County School Name	2017	2018
ANCLOTE HS	44	32
FIVAY HS	3	3
GULF HS	14	12
HUDSON HS	1	2
JW MITCHELL HS	53	57
LAND O'LAKES HS	2	3
PASCO COMPREHENSIVE HS	0	1
RIDGEWOOD HS	6	4
RIVER RIDGE MIDDLE & HS	16	12
SUNLAKE HS	1	3
WESLEY CHAPEL HS	0	1
WIREGRASS RANCH HS	1	2
ZEPHYRHILLS HS	3	2
TOTAL	144	134

Note: June 2018 graduates enrolled at SPC in Fall 2018; Data through 08/12/2018

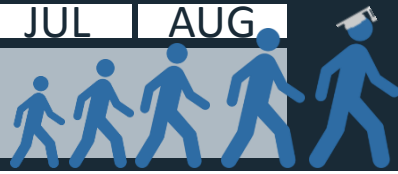
Source: HS applied and enrolled by school and day privates and pasco.sql



Fall 2018 Financial Aid by the numbers

16,414 students awarded \$116.7 million!

- Average award package - \$7,108 per year
 - **Pell Grant – 11,163 students, \$50.7 M**
 - Average award - \$4,548 per year
 - **Scholarships, Waivers, Work Study– 2,038 students, \$4.0 M**
 - Average award - \$1,963 per year
 - **Other grants – 8,973 students, \$12.1 M**
 - Average award - \$1,352 per year
 - **Student Loans – 6,466 students, \$49.4 M**
 - Average award - \$7,643 per year
-
- Increased loan counseling initiatives have resulted in lower borrowing levels and a slight decrease in the number of student borrowers



Noteworthy Observations

- Headcount **-3.6%** and SSH **-2.7%**
- Budget based on **-3%** SSH
- Baccalaureate SSH **-2.6%**
- FTIC enrollment is **+1.0%** headcount and **+2.2%** SSH
- New student enrollment is **-6.6%**
- African American students overall is **-4.8%** and FTIC is flat
- Hispanic students overall is **+1.9%** and FTIC is **+13.7%**
- FTIC 2017 1-Year Retention rate is **57.9%**, up from **57.3%** prior year
- Pinellas County graduates starting at SPC is **+2.0%** and yield is flat

FALL WHO'S HERE

APRIL

MAY

JUNE

JULY

AUGUST



Questions?

St. Petersburg College

SPC

MEASUREMENT
is the key to **SUCCESS**

RECRUITMENT

GOALS & OBJECTIVES

Board of Trustees Meeting
August 21, 2018



Recruitment Defined

At St. Petersburg College, we define student recruitment as follows:

A strategic focus on communicating the benefits of a post-secondary education and continuing education at SPC. Specifically, we will share the competitive advantages SPC offers to potential students and those who influence potential students in our service area and beyond. Our competitive advantages include:

Access	Economic Mobility
Affordability	Quality Education and Programs
Convenience	Seamless Transfer

3-Year RECRUITMENT GOALS

GOAL # 1: Increase yield of Pinellas County Public HS graduates that attend SPC within 1 year of graduation by **5%**. **Target = 45%**



GOAL #2: Increase enrollment in our AA partnership programs by **100%** (FUSE, IGNITE, UCF Online)
Target: 760



GOAL #3: Increase Baccalaureate, AS, and CERT enrollment by **5%** to accommodate the non-traditional working adult **Target = 17,758**



GOAL #4: Increase # of admission applications received by **10%**
Target = 20,926



GOAL #5: Increase number of students enrolled in Workforce Institute classes by **40%**
Target = 6,032



GOAL #6: Increase FTIC Minority enrollment by **10%**
Target = 1,950

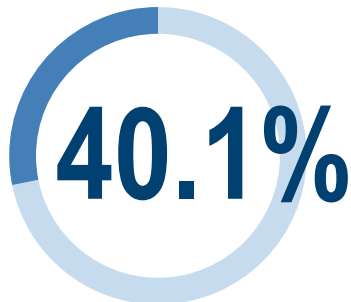


HIGH SCHOOL IMPACT

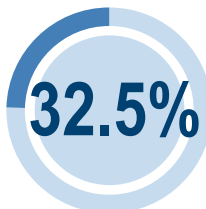


2017-18:
TOTAL PCS HS
GRADUATES: **5657**

TOTAL ENROLLED SPC:
2217



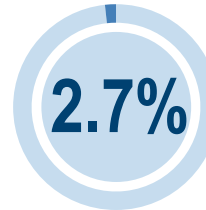
Enrolled at SPC in **FALL**: 1840



Enrolled at SPC in **SPRING**: 278



Enrolled at SPC in **SUMMER**: 99



GOAL # 1: Increase yield of Pinellas County Public HS graduates that attend SPC within 1 year of graduation

Target = **45%**



HIGH SCHOOL IMPACT Strategies

Strengthen Outreach

- Assigned advisor and recruiter at each school
- Recruiter restructuring
- High school counselor Career Connection training
- Educational ecosystem expansion
- Increase exposure to the Titan Experience

Articulation

- Increase number of students awarded college credit in Career/Technical programs
- Market SPC to current dual enrolled, early college, and Collegiate HS

Increase annual yield to 45% over 3 years



AA PARTNERSHIP PROGRAMS

FUSE

Start Date: **Fall 2016**

IGNITE

Start Date: **Spring 2018**

GOAL #2: Increase enrollment in our AA partnership programs by
100% (FUSE, IGNITE, UCF Online)

Target: **760**

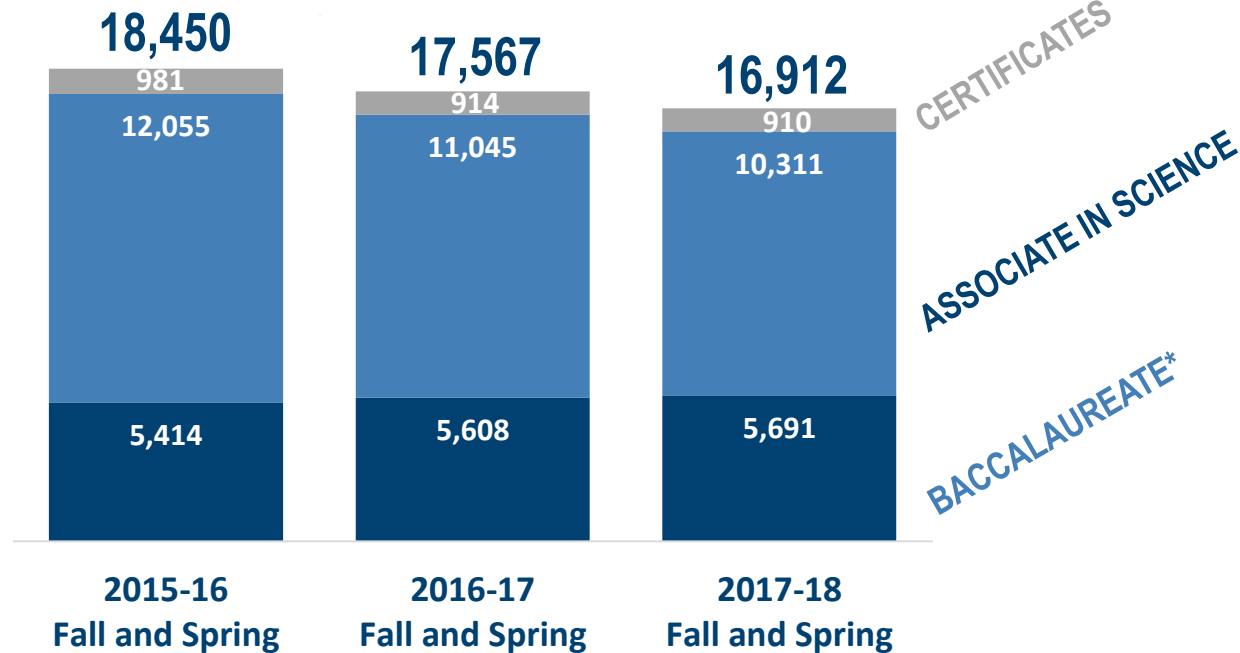


AS, Certificate, Baccalaureate ENROLLMENT



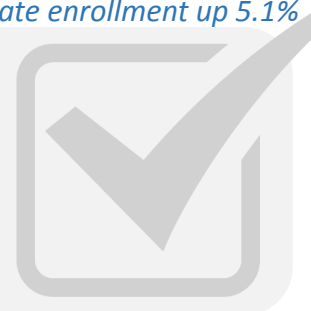
CREDIT HEADCOUNT TREND

-8.3%



**note Baccalaureate enrollment up 5.1%*

GOAL #3: Increase Baccalaureate, AS, and CERT enrollment by 5% to accommodate the non-traditional working adult
 Target = 17,758



AS, CERTIFICATE & BS/BAS Strategies

Strategies

- Auto admit AS graduates into BAS programs
- Campus STEM events
- Academic Pathways – stackable credentials
- Complete Florida
- Titan Thursdays
- Focus 2
- Promoting low enrollment, high-wage programs

Complete  Florida

ST. PETERSBURG COLLEGE

TITAN

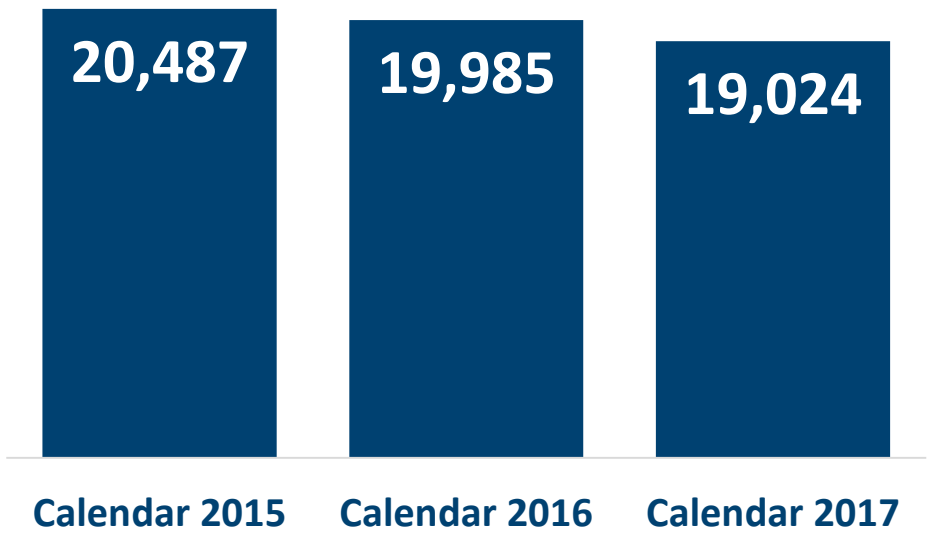
THURSDAYS

Increase by 5% over 3 years



ADMISSIONS APPLICATIONS

▶ APPLICATION TREND
-7.1%



GOAL #4: Increase # of admission applications received by **10%**
Target = **20,926**



ADMISSIONS APPLICATION Strategies

Outreach

- Increase community presence
- Target veterans
- Target international students
- Target homeschool and private high school students

Partnerships

- Florida College Access Network
- Apply Yourself Florida
- Employers who offer tuition reimbursement



Increase by 10% over 3 years





WORKFORCE INSTITUTE ENROLLMENT

Number of students enrolled in **Workforce Institute 2017-18** : **4,309**

(This is a **23%** increase over last year)

GOAL #5: Increase number of students enrolled in Workforce Institute classes by **40%** over the next 3 years.
Target = **6,032**



Achieve 40% Growth in 3-Years



WORKFORCE INSTITUTE ENROLLMENT Strategies



SPC St. Petersburg
College
WORKFORCE INSTITUTE

Increase community engagement & awareness to target priority workforce solutions

Accelerate development of new certificate programs to equip a skilled workforce

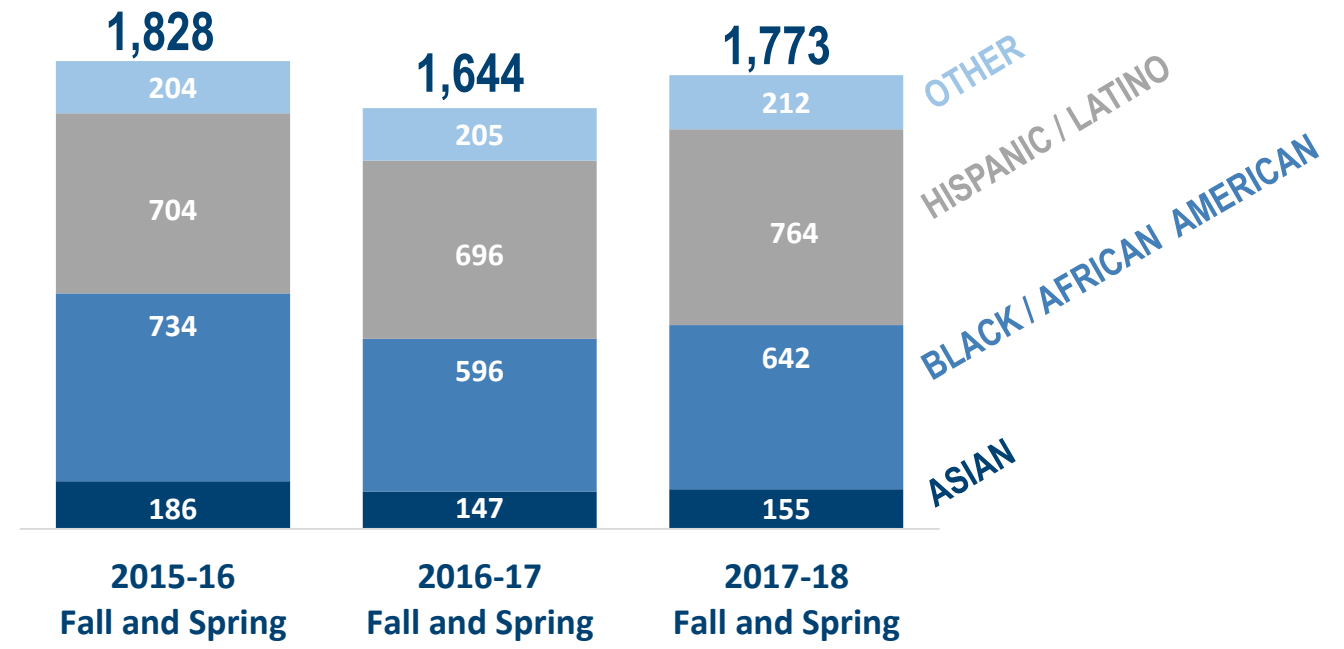
Expand offering to all SPC campuses, employer sites and online platforms

Connect workforce certificates to career pathways leading to degree programs

FTIC MINORITY ENROLLMENT

▶ FTIC MINORITY ENROLLMENT BY HEADCOUNT TREND

-3.0%



GOAL #6: Increase FTIC Minority enrollment by **10%**
Target = **1,950**



FTIC MINORITY ENROLLMENT Strategies

Outreach & Partnerships

- Head Start Pinellas
- Bridges to Baccalaureate Program
- Hispanic Leadership Council
- Year Up
- Operation Graduate
- Pinellas Opportunity Council
- IMPACT

TB-B2B

year up™



Increase by 10% over 3 years



WEEKLY RECRUITMENT SCORECARDS

**REQUEST FOR
INFORMATION TO
APPLICATION YIELD**

WEEK OF	# INCOMING	# APPLIED (within 1 month)	YIELD
6/22 – 6/28	225	56	24.9%
6/29 – 7/5	216	52	24.1%

**Fall PAID
APPLICATION TO
ENROLLMENT YIELD**

TERMS	# APPLICATIONS	# ENROLLED	YIELD
Fall 2017	4,122	2,424	58.8%
Fall 2018	3,294	2,009	61.0%

MEASUREMENT
is the key to **SUCCESS**

QUESTIONS?



MEASUREMENT
is the key to **SUCCESS**

RETENTION PLAN

Anne M. Cooper, PhD - Academic Affairs
Jimmy Chang – Dean Mathematics

Board of Trustees Meeting
August 21, 2018



Persistence

Term to term return rate.

Progression

Successful course completion.

Retention

Fall to Fall return rate.

Completion

Gain credential of value

RETENTION Background

Fall-to-Fall Retention	Fall 2015 to Fall 2016					Fall 2016 to Fall 2017				
	Enrolled Fall 2015	Returning Fall 2016	Graduated 2015	% of Graduates	Retention Rate	Enrolled Fall 2016	Returning Fall 2017	Graduated 2016	% of Graduates	Retention Rate
All Students	27,872	15,130	3,920	14.1%	68.3%	26,593	14,132	4,163	15.7%	68.8%
All FTIC	3,513	2,065	37	1.1%	59.8%	3,174	1,821	43	1.4%	58.7%

Increase by 3.2% over 3 years



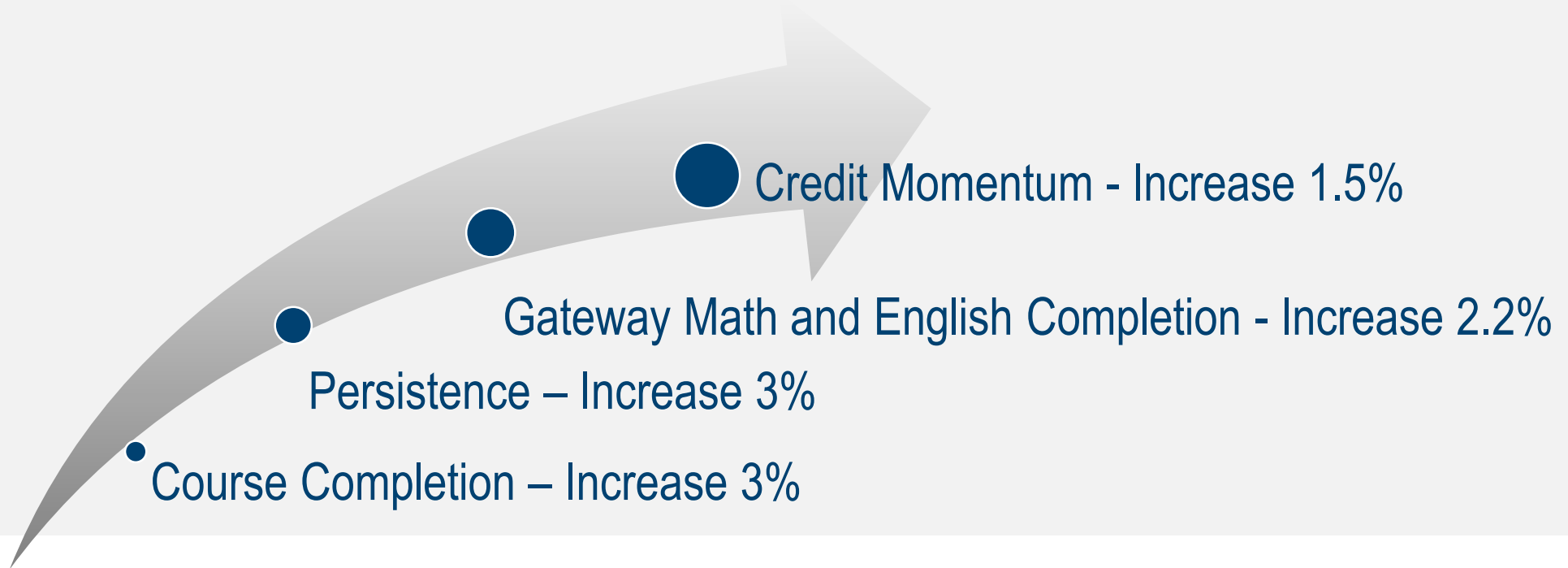


RETENTION Background

- **December 2016 BOT Strategic Workshop** – asked to develop college-wide Retention plan for 2017-18
- **State Performance Funding Metrics** – 2 of the 4 factors (retention and completion)
 - Challenges – based on previous years data
 - Desire to move from current Silver to Gold status
- **Comprehensive Improvement Strategy** – Academic Pathways

ACADEMIC PATHWAYS

3 Year Goals Key Performance Indicators to determine success:



ACADEMIC PATHWAYS

KEY PERFORMANCE INDICATORS

	Fall 2016:		Fall 2017:	
	N	%	N	%
Total FTEIC Students in cohort*	2,671	100%	2,769	100%
Credit Momentum KPIs				
Earned 6+ college credits in 1 st term	1,457	54.5%	1,585	57.2%
Earned 12+ college credits in 1 st term	524	19.6%	590	21.3%
Earned 15+ college credits in year 1	1,110	41.6%	1,196	43.2%
Earned 24+ college credits in year 1	503	18.8%	569	20.5%
Earned 30+ college credits in year 1	170	6.4%	225	8.1%
Attempted 15+ credits (any level) in the first term**	160	6.0%	150	5.4%
Attempted 30+ credits (any level) in the first year	311	11.6%	408	14.7%
Gateway Math and English Completion KPIs				
Completed college math in year 1	1,143	42.8%	1,245	45.0%
Completed college English in year 1	1,607	60.2%	1,706	61.6%
Completed both college math and English in year 1	1,010	37.8%	1,108	40.0%
Persistence KPI				
Persisted from term 1 to term 2	2,079	77.8%	2,196	79.3%
College Course Completion KPIs				
Total College Credits Completed	32,618	71.5%	35,477	72.4%
Total College Credits Attempted	45,628		48,969	

*First-time Ever in College (FTEIC): A student who enrolls for the first time in college during the given fall term with no previous college level experience or credential.

**These KPIs were not included in the previous request for the fall 2010-2015 cohorts.

COURSE COMPLETION Strategies

Learning Experience – All Modalities

- Course Syllabus – available 3 days prior to start with clear expectations
- Course Gradebook – ongoing feedback to students throughout the semester
- Course Success – monitor weekly course withdrawals and end of term course success rates
- Proactive outreach – communication strategies for “unengaged” students

Online Modality

- Identify and contact faculty that are missing course items – prior to term start
- Increase faculty tool usage
- Decrease faculty response time to students

Increase by 3.0% over 3 years





PERSISTENCE Strategies

Student Engagement Outside the Classroom

- Utilization of Engage for Change Survey
- Improve student participation in activities
- Increase Career and Academic Community participation

Learning Resources

- Review and improve quality using new Point of Service survey
- Expand outreach to diverse populations
- Increase usage of Online learning resources and services

Increase by 3.0% over 3 years



GATEWAY MATH AND ENGLISH Strategies

BOT Procedure Change to ensure earlier completion

- English within the first 6 credits and Math within the first 12 credits

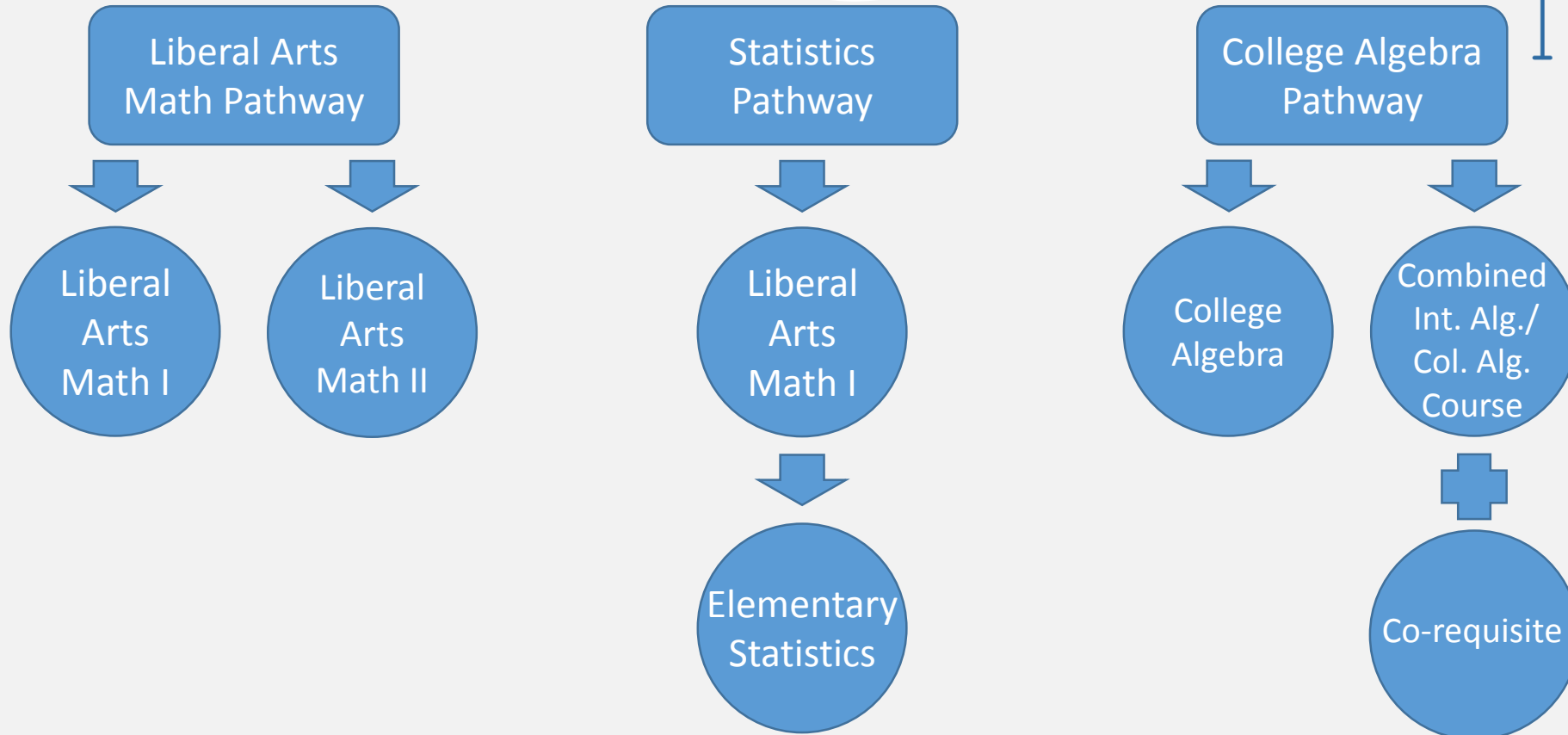
Specific Mathematics Department Strategies

- Review and revise the current college-level math pathways to provide more accelerated and streamlined access

Increase by 2.2% over 3 years



MATH PATHWAYS



- **Note:** Traditional placement students will complete any developmental math requirements prior to entering one of the above pathways.

CREDIT MOMENTUM Strategies

Career and Academic Community Milestones

- Milestones identified for each 15 credit hours of the program
- Academic and Student Service milestones
- Data monitored and shared Fall and Spring at Pathways Council

First Time Ever in College (FTEIC)

- Create a joint Academic Affairs and Student Services team to monitor FTEIC progression through Pathways
- KPIs to be shared annually

Increase by 1.5% over 3 years



MEASUREMENT
is the key to **SUCCESS**

QUESTIONS?



St. Petersburg College Board of Trustees Meeting Year End Budget Report

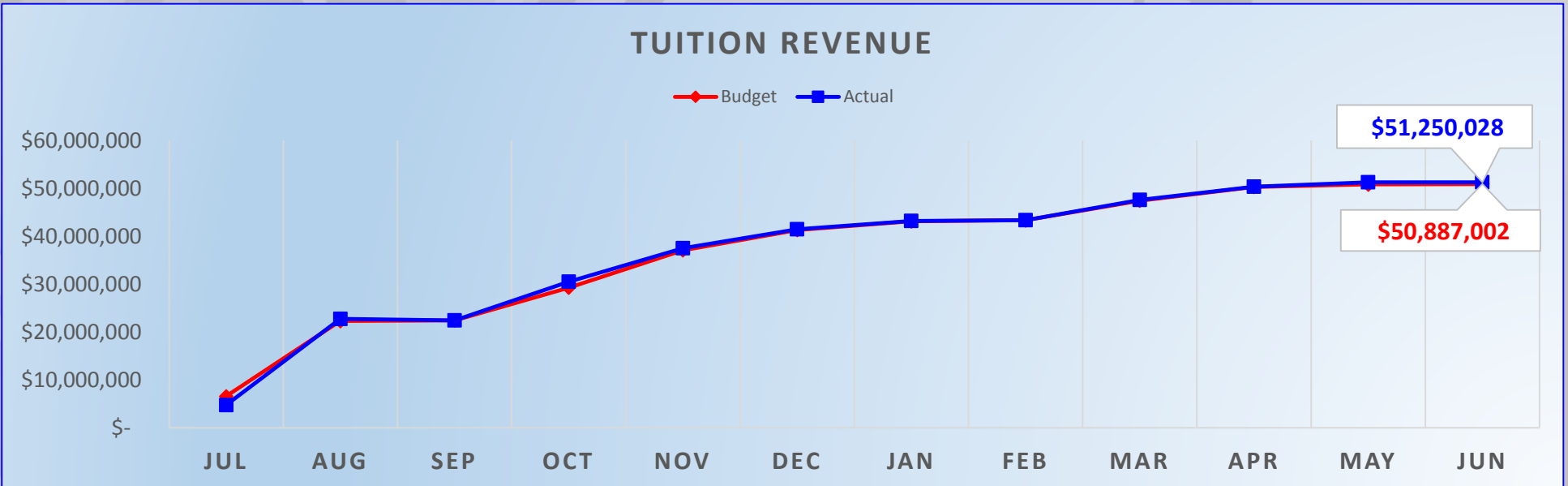
Janette Hunt
August 21, 2018





Report as of June 30, 2018

Revenue	Prior Year Budget	Prior Year Actual	Prior Year %	Budget	Actual	% of YTD
Student Tuition & Fees	\$ 68,364,047	\$ 63,258,626	92.5%	\$ 61,246,719	\$ 61,874,642	101.0%
State Funding	\$ 72,320,423	\$ 72,839,981	100.7%	\$ 71,793,706	\$ 71,836,871	100.1%
Other Revenues	\$ 5,397,200	\$ 5,324,711	98.7%	\$ 5,609,289	\$ 5,544,404	98.8%
Fund Transfers In	\$ 3,556,839	\$ 3,663,173	103.0%	\$ 3,782,619	\$ 3,207,475	84.8%
Reserves	\$ 4,464,452	\$ 3,528,769	79.0%	\$ 1,825,000	\$ 384,571	21.1%
Total Revenue	\$ 154,102,961	\$ 148,615,259	96.4%	\$ 144,257,333	\$ 142,847,963	99.0%





Report as of June 30, 2018

	Prior Year Budget	Prior Year Actual	Prior Year %	Budget	Actual	% of YTD
Personnel & Benefits						
Faculty	\$ 28,980,411	\$ 27,632,435	95.3%	\$ 26,776,489	\$ 26,839,343	100.2%
Administrative & Professional	\$ 26,069,342	\$ 24,776,138	95.0%	\$ 24,251,689	\$ 23,352,696	96.3%
Career Service (includes OT)	\$ 22,059,113	\$ 20,631,280	93.5%	\$ 19,951,011	\$ 19,750,518	99.0%
Adjunct/Supplemental	\$ 14,341,325	\$ 14,845,184	103.5%	\$ 13,549,064	\$ 14,491,760	107.0%
Other Personal Services (OPS)	\$ 2,896,867	\$ 2,322,399	80.2%	\$ 2,041,007	\$ 1,813,536	88.9%
Student Assistants	\$ 428,000	\$ 240,899	56.3%	\$ 428,000	\$ 256,001	59.8%
Health Insurance	\$ 11,854,771	\$ 15,457,687	130.4%	\$ 14,931,773	\$ 14,724,858	98.6%
Other Benefits	\$ 11,700,630	\$ 12,712,028	108.6%	\$ 11,280,323	\$ 12,142,403	107.6%
Total Personnel & Benefits	\$ 118,330,460	\$ 118,618,049	100.2%	\$ 113,209,356	\$ 113,371,116	100.1%
Current Expense						
Total Current Expense	\$ 32,341,920	\$ 27,727,836	85.7%	\$ 28,278,499	\$ 27,426,524	97.0%
Capital						
Total Capital	\$ 3,430,581	\$ 2,269,373	66.2%	\$ 2,769,478	\$ 2,050,322	74.0%
Total Operating	\$ 154,102,961	\$ 148,615,259	96.4%	\$ 144,257,333	\$ 142,847,963	99.0%
Balance	\$ -	\$ -		\$ -	\$ -	

Year End Highlights

YOY Revenue
Budget to
Actual 3% ↑

YOY Actual
Expenses
\$5.8M less

Tuition &
Student Fees
1% above
Budget

Reserve
Usage ↓



**FY 2018 – 2019
Budget Update**





Performance Based Funding

- Budget Approved June 19, 2018
- SPC Silver Category
- Funding \$3,514,400
 - Institutional Investment - \$1,757,200
 - State Investment - \$1,757,200


Questions



August 21, 2018

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: 2019 Employee Health Plan Design

Approval is sought for one of the following Health Insurance plans for 2019:

As a measure to contain health insurance costs, St. Petersburg College is bringing forward five plans for the Board of Trustees to review. All five plans were designed with the intentions to align the health care plan spend with the true plan cost.

The five plans for consideration are as follows:

Alternative 1: Keep existing health plans as is, and increase funding.

- Employee premiums increase 15% for 2019, projected at 7% in 2020, and 6% in 2021 on all plans;
- Employer funding of an estimated additional \$1.1 million in 2019; and
- Actuarial value: 88/12 – POS and OA Select are platinum/ gold. HDHP is gold/silver.

Alternative 2: Realign plan values to match expense; creates 3 unique plans.

- Employee premiums increase 15% for 2019, projected at 7% in 2020, and 6% in 2021 on all plans;
- No additional employer funding anticipated at this time; and
- Actuarial value: Option A: 87/13 – POS, platinum; 82/18 – OA Select, gold; 75/25 – HDHP, silver. Option B: 87/13 – POS, platinum; 83/17 – OA Select, gold; 77/23 – HDHP, silver.

Alternative 3: Move employees onto OA Select plan, with small plan design changes to the OA Select and HDHP plans.

- Employee premiums increase 15% for 2019, projected at 7% in 2020, and 6% in 2021 on all plans;
- Employer funding of an estimated additional \$35,000-\$50,000 for 2019; and
- Actuarial value: 85/15 – OA Select, gold; 77/23 – HDHP, gold/ silver.

Alternative 4: Migrate all employees to HDHP.

- Employee premiums increase 15% for 2019, projected 7% in 2020, and 6% in 2021;
- Employer funding of an estimated additional \$1.481 million in 2019; and
- Actuarial value: 77/23 – HDHP, gold/ silver.

Alternative 5: Create new HDHP plan and OA Select plan. Open both plans to all employees.

- Employee premiums on the OA Select increase 20% for 2019. No increases to the HDHP premiums; *or* OA Select increases 18% for 2019, HDHP increases 18% for 2019. 2020 and 2021 premium changes contingent upon claim spend.
- No additional employer funding anticipated at this time; and
- Actuarial value: 85/15 - OA Select, gold; 75/25 HDHP – silver.

We are asking the Board of Trustees to vote on and approve **one** plan for the 2019 plan year.

Brian P. Miles, Vice President, Administrative, Finance and Information Technology
Carol Sumter, Associate Vice President, Human Resources, recommend approval.

Health Insurance 2019 Plan Alternatives

Presented by Michelle Manteiga

August 21, 2018





Health Insurance 2019 Plan Alternatives

Health Insurance snapshot:

- Health claims cost increasing rapidly in recent years.
 - 2017- 2020 avg. increases 10% each year.
 - 2018 is trending 25% over 2017 claims for the period 1/1-7/31.
- High-dollar claims have continued to increase.

Year	2013	2014	2015	2016	2017	6/30/2018	Industry
Claims Exceeding \$50,000	50	53	62	66	74	31	26

- 58% of 2018 high claims are for chronic diseases.
- Self-funded account balance has decreased.

Year	2013	2014	2015	2016	2017	6/30/2018
Decrease in Self-Funded account balance	-2%	-1%	-22%	-22%	-36%	-32%



Health Insurance 2019 Plan Alternatives

Goals of proposed changes:

- Allow SPC to maintain Safe Harbor requirements.
- Align plan cost to current claim spend.
- Minimizes cash infusions needed in future years.
- Shifts cost share – more sustainable longer term.



Health Insurance 2019 Plan Alternatives

Assumptions for 2019 plan proposals:

- SPC contributes \$3.5 million cash infusion for 2018.
- Some plan migration.
 - Current plan participation:

Plan	HDHP	OA Select	POS
2018 Participation	33%	63%	4%

- For plans 1-4, minimal migration (approximate 5%) assumed.
 - For plan 5, anticipated participation shift to 60/40 to HDHP and OA select.
- Continued funding at current level from the college, except where noted.
- Premiums are based off of current claim projections. Changes to claim spend can impact the projected premium.



Health Insurance 2019 Plan Alternatives

2018 Existing Medical Plans:

2018 Plan/ Plan Details	HDHP	OA Select	Choice POS II In-Network	Choice POS II Out-of-Network
Deductible	\$1,500 Employee Only \$3,000 Employee+	\$350 Employee Only \$700 Employee+	\$350 Employee Only \$700 Employee+	
Coinsurance	20%	10%	10%	
Maximum Out-of-Pocket	\$3,000 Employee Only \$6,000 Employee+	\$2,000 Employee Only \$4,000 Employee+	\$2,000 Employee Only \$4,000 Employee+	
Routine Visits	\$0	\$0	\$0	Not Covered
Physician Visits	20% after deductible	\$40	\$40	30% after deductible
Specialist Visits	20% after deductible	\$50	\$50	30% after deductible
Urgent Care	20% after deductible	\$50	\$50	30% after deductible
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 10%	Copay after deductible, then 10%	Not Covered
Emergency Room	20% after deductible	\$150	\$150	30% after deductible and \$150 per confinement
Prescription Tier	Deductible, then: \$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60	N/A



Health Insurance 2019 Plan Alternatives

2019 Alternate 1: Keep 2018 Existing Plans.

2018 Plan/ Plan Details	HDHP	OA Select	Choice POS II In-Network	Choice POS II Out-of-Network
Deductible	\$1,500 Employee Only \$3,000 Employee+	\$350 Employee Only \$700 Employee+	\$350 Employee Only \$700 Employee+	
Coinsurance	20%	10%	10%	
Maximum Out-of-Pocket	\$3,000 Employee Only \$6,000 Employee+	\$2,000 Employee Only \$4,000 Employee+	\$2,000 Employee Only \$4,000 Employee+	
Routine Visits	\$0	\$0	\$0	Not Covered
Physician Visits	20% after deductible	\$40	\$40	30% after deductible
Specialist Visits	20% after deductible	\$50	\$50	30% after deductible
Urgent Care	20% after deductible	\$50	\$50	30% after deductible
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 10%	Copay after deductible, then 10%	Not Covered
Emergency Room	20% after deductible	\$150	\$150	30% after deductible and \$150 per confinement
Prescription Tier	Deductible, then: \$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60	N/A



Health Insurance 2019 Plan Alternatives

2019 Alternate 1: Keep 2018 existing plans.

- Plans remain the same as 2018 plan designs.
- Employee premiums increase on all plans:

2019	2020	2021
+15%	+7%	+6%

- Employer Contribution: \$1.1 million additional funding anticipated for 2019.
- Actuarial Values:

HDHP	OA Select	POS
88/12 – Gold	88/12 – Gold/ Platinum	88/12 – Gold/ Platinum



Health Insurance 2019 Plan Alternatives

2019 Alternate 2: Realign plans to match expenses; create 3 unique plans.

*Option A:
Estimated plan
savings of
\$1,000,000.*

2019 Plan/ Plan Details	HDHP	OA Select	Choice POS II In-Network
Deductible	\$1,750 Employee Only \$3,500 Employee+	\$1,000 Employee Only \$2,000 Employee+	\$500 Employee Only \$1,000 Employee+
Coinsurance	20%	20%	20%
Maximum Out-of-Pocket	\$4,000 Employee Only \$8,000 Employee+	\$3,000 Employee Only \$6,000 Employee+	\$2,000 Employee Only \$4,000 Employee+
Routine/ Preventative Visits	\$0	\$0	\$0
Physician Visits	20% after deductible	\$40	\$40
Specialist Visits	20% after deductible	\$50	\$50
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 20%	Copay after deductible, then 20%
Emergency Room	20% after deductible	\$150	\$150
Prescription Tier	Deductible, then: \$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60



Health Insurance 2019 Plan Alternatives

2019 Alternate 2: Realign plans to match expenses; create 3 unique plans.

*Option B:
Estimated plan
savings of
\$750,000.*

2019 Plan/ Plan Details	HDHP	OA Select	Choice POS II In-Network
Deductible	\$1,500 Employee Only \$3,500 Employee+	\$750 Employee Only \$1,500 Employee+	\$500 Employee Only \$1,000 Employee+
Coinsurance	20%	20%	20%
Maximum Out-of-Pocket	\$3,500 Employee Only \$7,000 Employee+	\$3,000 Employee Only \$6,000 Employee+	\$2,000 Employee Only \$4,000 Employee+
Routine/ Preventative Visits	\$0	\$0	\$0
Physician Visits	20% after deductible	\$40	\$40
Specialist Visits	20% after deductible	\$50	\$50
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 20%	Copay after deductible, then 20%
Emergency Room	20% after deductible	\$150	\$150
Prescription Tier	Deductible, then: \$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60



Health Insurance 2019 Plan Alternatives

2019 Alternate 2: Realign plans to match expenses; create 3 new plans.

- Employee premiums increase on all plans:

2019	2020	2021
+15%	+7%	+6%

- Employer Contribution: No additional funding anticipated at this time.
- Actuarial Values:

Options	HDHP	OA Select	POS
A	75/25 – Silver	82/18 – Gold	87/13 – Gold/ Platinum
B	77/23 – Silver	83/17 – Gold	87/13 – Gold/ Platinum

- Estimated plan savings:
 - Option A: \$1,000,000
 - Option B: \$750,000



Health Insurance 2019 Plan Alternatives

2019 Alternate 3: Move employees from POS plan to OA Select. Small changes to plan designs.

2019 Plan/ Plan Details	HDHP	OA Select
Deductible	\$1,500 Employee Only \$3,500 Employee+	\$500 Employee Only \$1,000 Employee+
Coinsurance	20%	20%
Maximum Out-of-Pocket	\$3,500 Employee Only \$7,000 Employee+	\$2,500 Employee Only \$5,000 Employee+
Routine/ Preventative Visits	\$0	\$0
Physician Visits	20% after deductible	\$40
Specialist Visits	20% after deductible	\$50
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 20%
Emergency Room	20% after deductible	\$150
Prescription Tier	Deductible, then: \$10/\$35/\$60	\$10/\$35/\$60



Health Insurance 2019 Plan Alternatives

2019 Alternate 3: Move employees from POS plan to OA Select. Small changes to plan designs.

- Employee premiums increase on all plans:

2019	2020	2021
+15%	+7%	+6%

- Employer Contribution: \$35k additional funding anticipated for 2019.
- Actuarial Values:

HDHP	OA Select
77/23 – Gold/ Silver	85/15 – Gold



Health Insurance 2019 Plan Alternatives

2019 Alternate 4: Move employees from OA Select and POS plan to HDHP.

2019 Plan/ Plan Details	HDHP
Deductible	\$1,500 Employee Only \$3,000 Employee+
Coinsurance	20%
Maximum Out-of-Pocket	\$3,500 Employee Only \$7,000 Employee+
Routine/ Preventative Visits	\$0
Physician Visits	20% after deductible
Specialist Visits	20% after deductible
Inpatient/ Outpatient Hospital	20% after deductible
Emergency Room	20% after deductible
Prescription Tier	Deductible, then: \$10/\$35/\$60



Health Insurance 2019 Plan Alternatives

2019 Alternate 4: Move employees from OA Select and POS plan to HDHP.

- Employee premiums increase:

2019	2020	2021
+15%	+7%	+6%

- Employer Contribution: \$1.48 million additional funding anticipated for 2019.
- Actuarial Values:

HDHP
77/23 – Gold/ Silver



Health Insurance 2019 Plan Alternatives

2019 Alternate 5: Move employees from POS plan to OA Select. Redesign plans to be open for all employees.

Estimated plan savings of \$750,000.

2019 Plan/ Plan Details	HDHP	OA Select
Deductible	\$1,750 Employee Only \$3,500 Employee+	\$500 Employee Only \$1,000 Employee+
Coinsurance	20%	20%
Maximum Out-of-Pocket	\$4,000 Employee Only \$8,000 Employee+	\$2,500 Employee Only \$5,000 Employee+
Routine/ Preventative Visits	\$0	\$0
Physician Visits	20% after deductible	\$40
Specialist Visits	20% after deductible	\$60
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 20%
Emergency Room	20% after deductible	\$300
Prescription Tier	Deductible, then: \$10/\$50/\$80/\$80	\$10/\$50/\$80/\$80



Health Insurance 2019 Plan Alternatives

2019 Alternate 5: Move employees from POS plan to OA Select. Redesign plans to be open for all employees.

- Employee premiums increase:

Options	HDHP	OA Select	HDHP & OA Select	HDHP & OA Select
	2019	2019	2020	2021
A	+0%	+20%	-	-
B	+18%	+18%	-	-

- Employer Contribution: No additional funding anticipated at this time.
- Actuarial Values:

HDHP	OA Select
75/25 – Silver	85/15 – Gold

- Estimated plan savings: \$750,000.



Health Insurance 2019 Plan Alternatives

Plan summaries:

Alternative 1: Keep existing plans as is, and increase funding.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional \$1.1M for 2019.
- Actuarial value: 88/12 – POS and OA Select are platinum/ gold. HDHP is gold/silver.

Alternative 2: Realign plans to match expense; creates 3 unique plans.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- No additional employer funding needed.
- Actuarial value:
 - **Option A:** 87/13 – POS, platinum; 82/18 – OA Select, gold; 75/25 – HDHP, silver.
 - **Option B:** 87/13 – POS, platinum; 83/17 – OA Select, gold; 77/23 – HDHP, silver.
- Estimated plan savings:
 - **Option A:** \$1,000,000
 - **Option B:** \$750,000



Health Insurance 2019 Plan Alternatives

Plan summaries:

Alternative 3: Move employees from POS plan onto OA Select. Small plan changes to OA Select and HDHP plans.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional \$35k for 2019.
- Actuarial value: 85/15 – OA Select, gold; 77/23 – HDHP, gold/ silver.

Alternative 4: Migrate all employees to HDHP.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional \$1.481M for 2019
- Actuarial value: 77/23 – HDHP, gold/ silver.



Health Insurance 2019 Plan Alternatives

Plan summaries:

Alternative 5: Create “new” HDHP plan and OA Select plan. Open both plans to all employees.

- **Option A:** Employee premiums increase on the OA Select increase 20% for 2019. No increases to the HDHP premiums. 2020 & 2021 employee premiums contingent upon claim spend.
- **Option B:** Employee premiums increase 18% on OA Select and HDHP plans for 2019. 2020 & 2021 employee premiums contingent upon claim spend.
- No additional employer contribution anticipated.
- Actuarial value: 85/15 - OA Select, gold; 75/25 HDHP – silver.
- Estimated plan savings: \$750,000.



Health Insurance 2019 Plan Alternatives

Proposed Timeline:

8/21/18 – BOT
Plan Approval

8/27/18 –
Employee
notification of
plan changes

9/4-10/26 –
Setup and
testing in
People Soft

11/19-11/20 –
Files to carriers

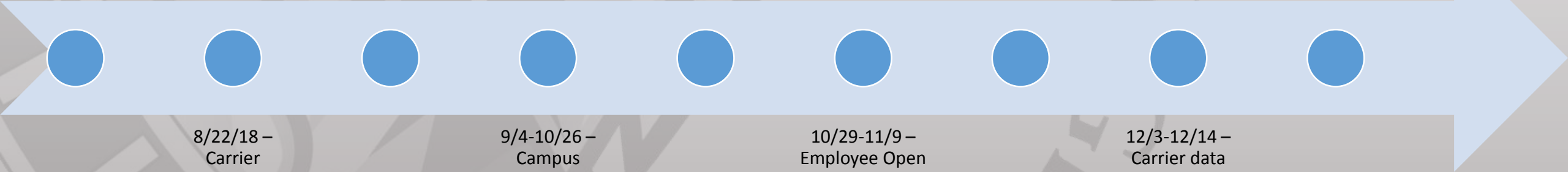
1/1/19 – Plans
become
effective

8/22/18 –
Carrier
implementation

9/4-10/26 –
Campus
presentations

10/29-11/9 –
Employee Open
Enrollment for
1/1/19

12/3-12/14 –
Carrier data
audit





Health Insurance 2019 Plan Alternatives

Questions?

SPC Self-Funded Health Account

Health Insurance snapshot:

- Health claims cost increasing rapidly in recent years.
 - Claims were increasing an average of 4% per year from 2012-2016.
 - In 2017, we started seeing a drastic jump in our claims; up 10% from 2016.
 - 2018-2020 are projected to continue with year over year increases in claims spend by 10% each year.
 - 2018 claims are 25% higher than the claims spend this time last year.
- High-dollar claims have continued to increase.
 - In 2017, SPC had 76 claims exceed \$50,000.
 - Through June 30, 2018, SPC has 31 claims exceeding \$50,000.
 - Industry norm. is 24 claims per year exceeding \$50,000.
- Employee participation in plans has decreased.
- The increase in overall claim spend, the increase in our high-dollar claims, and the shift of employee enrollment has all led to the self-funded account balance decreasing.

Year	2013	2014	2015	2016	2017	6/30/2018
Decrease in Self-Funded account balance	-2%	-1%	-22%	-22%	-36%	-32%

Health Insurance strategy to contain cost:

- Long-term strategies:
 - Employee Education
 - Wellness program
- Short-term strategies:
 - Vendor fee evaluation
 - With the vendor evaluation, plan design is an integral part in managing cost.
 - Cash Infusion
 - Plan design changes should minimize the need for additional cash infusions from the college in the future.

Health Insurance 2019 Plan Alternatives

Goals of proposed plan changes:

- Allow SPC to maintain Safe Harbor requirements.
 - SPC failed SH by \$1.4 million in 2017.
 - SPC is projected to continue to fail SH unless plan changes are made.
- Align plan cost to current claim spend.
 - Currently, plans are running at a monthly deficit.
- Minimizes cash infusions needed in future years.
 - Cash infusions (or any infusions) into the medical plan cannot be used for any expenses except for qualified medical expenses: claims, admin fees, stop loss reinsurance premium, etc.
- Shifts cost share – more sustainable longer term.
 - Current plans are rated as platinum plans.

Assumptions of plan alternatives:

- SPC contributes \$3.5 million cash infusion for 2018.
 - This is the projected cash balance the plan will be short for meeting Safe Harbor for 2018.0
- Some migration from current plans:
 - Current plan participation:

Plan	HDHP	OA Select	POS
2018 Participation	33%	63%	4%

- For plans 1-4, minimal migration (approximate 5%) assumed.
 - For plan 5, anticipated participation shift to 60/40 to HDHP and OA select.
- Continued funding at current level from the college, except where noted.

Current 2018 Plans:

2018 Plan/ Plan Details	HDHP	OA Select	Choice POS II In-Network
Deductible	\$1,500 Employee Only \$3,000 Employee+	\$350 Employee Only \$700 Employee+	\$350 Employee Only \$700 Employee+
Coinsurance	20%	10%	10%
Maximum Out-of-Pocket	\$3,000 Employee Only \$6,000 Employee+	\$2,000 Employee Only \$4,000 Employee+	\$2,000 Employee Only \$4,000 Employee+
Routine Visits	\$0	\$0	\$0
Physician Visits	20% after deductible	\$40	\$40
Specialist Visits	20% after deductible	\$50	\$50
Urgent Care	20% after deductible	\$50	\$50
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 10%	Copay after deductible, then 10%
Emergency Room	20% after deductible	\$150	\$150
Prescription Tier	Deductible, then: \$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60

Summary of proposed plan design changes:

Alternative 1: Keeping existing plans as is, and increasing funding.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional 1.1M for 2019.
- Actuarial value: 88/12 – POS and OA Select are platinum/ gold. HDHP is gold/silver.

Alternative 2: Realigning plans to match expense; creates 3 unique plans.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- No additional employer funding needed.
- Actuarial value: 87/13 – POS, platinum; 82/18 – OA Select, gold; 75/25 – HDHP, silver.

Alternative 3: Move employees onto OA Select. Small plan changes to OA Select and HDHP plans.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional \$35k for 2019.
- Actuarial value: 85/15 – OA Select, gold; 77/23 – HDHP, gold/ silver.

Alternative 4: Migrate all employees to HDHP.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional 1.481M for 2019
- Actuarial value: 77/23 – HDHP, gold/ silver.

Alternative 5: Create “new” HDHP plan and OA Select plan. Open both plans to all employees.

- Employee premiums on the OA Select increase 20% for 2019. No increases to the HDHP premiums.
- No additional employer contribution needed.
- Actuarial value: 85/15 - OA Select, gold; 75/25 HDHP – silver.

Executive Summary of Medical & Prescription Drug Coverage

St. Petersburg College

January 1, 2018 - December 31, 2018

Current Benefits

Vendor Plan	Aetna			Aetna			Aetna		
Name Plan	Open Access HSA			Open Access HMO			Open Access POS		
Type Plan	HMO			HMO			POS		
Details	Network			Network			Network		
	<i>Single</i>		<i>Family</i>	<i>Single</i>		<i>Family</i>	<i>Single</i>		<i>Family</i>
Plan Deductible	\$1,500		\$3,000	\$350		\$700	\$350		\$700
Embedded Deductible:	No			Yes			Yes		
Calendar or Policy Year:	Calendar			Calendar			Calendar		
Coinsurance:	20%			10%			10%		
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$3,000		\$6,000	\$2,000		\$4,000	\$2,000		\$4,000
	Yes, Yes, Yes			Yes, Yes, Yes			Yes, Yes, Yes		
Physician Services									
Office Visit:	Deductible + Coinsurance			\$40			\$40		
Specialist:	Deductible + Coinsurance			\$50			\$50		
Chiropractic:	Deductible + Coinsurance			Deductible + \$40			Deductible + \$40		
Hospital / Emergency Services									
Inpatient Hospital Per Admission:	Deductible + Coinsurance			Deductible + \$250, then 10%			Deductible + \$250, then 10%		
Emergency Room:	Deductible + Coinsurance			Deductible + \$150			Deductible + \$150		
Urgent Care:	Deductible + Coinsurance			Deductible + \$50			Deductible + \$50		
Outpatient Surgical Facility:	Deductible + Coinsurance			Deductible + \$100, then 10%			Deductible + \$100, then 10%		
Ambulatory Surgery Center:	Deductible + Coinsurance			Deductible + \$100, then 10%			Deductible + \$100, then 10%		
Diagnostic Services									
Lab, X-Ray & Diagnostics Outpatient:	Deductible + Coinsurance			\$0			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance			Deductible + 10%			Deductible + 10%		
Prescription Drug									
Deductible:	Calendar Year Deductible			Calendar Year Deductible			Calendar Year Deductible		
Prescription Tier	\$10 / \$35 / \$60			\$10 / \$35 / \$60			\$10 / \$35 / \$60		
Mail Order Prescription (90 Day Supply):	2x Copay			2x Copay			2x Copay		
Non-Network Plan Details	Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$500		\$1,500
Coinsurance:	N/A			N/A			30%		
Maximum Out-of-Pocket:	N/A			N/A			\$3,000		\$9,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			\$250		
Funding Rates - 3 Years									
	2019	2020	2021	2019	2020	2021	2019	2020	2021
Employee:	\$548.08	\$592.57	\$628.20	\$616.59	\$651.04	\$690.19	\$616.59	\$683.43	\$724.53
Employee + Spouse:	\$1,205.78	\$1,303.66	\$1,382.05	\$1,356.50	\$1,432.29	\$1,518.41	\$1,356.50	\$1,503.56	\$1,593.96
Employee + Child(ren):	\$986.55	\$1,066.63	\$1,130.77	\$1,109.87	\$1,171.87	\$1,242.34	\$1,109.87	\$1,230.18	\$1,304.15
Family:	\$1,644.25	\$1,777.72	\$1,884.61	\$1,849.78	\$1,953.12	\$2,070.56	\$1,849.78	\$2,050.30	\$2,173.59

Executive Summary of Medical & Prescription Drug Coverage

St. Petersburg College

January 1, 2018 - December 31, 2018

Alternate 2

Vendor Plan	Aetna			Aetna			Aetna		
Name Plan	Open Access HSA			Open Access HMO			Open Access POS		
Type Plan	HMO			HMO			POS		
Details	Network			Network			Network		
	<i>Single</i>	<i>Family</i>		<i>Single</i>	<i>Family</i>		<i>Single</i>	<i>Family</i>	
Plan Deductible	\$1,750	\$3,500		\$1,000	\$2,000		\$500	\$1,000	
Embedded Deductible:	No			Yes			Yes		
Calendar or Policy Year:	Calendar			Calendar			Calendar		
Coinsurance:	20%			20%			20%		
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$4,000	\$8,000		\$3,000	\$6,000		\$2,000	\$4,000	
Physician Services	Yes, Yes, Yes			Yes, Yes, Yes			Yes, Yes, Yes		
Office Visit:	Deductible + Coinsurance			\$40			\$40		
Specialist:	Deductible + Coinsurance			\$50			\$50		
Chiropractic:	Deductible + Coinsurance			Deductible + \$40			Deductible + \$40		
Hospital / Emergency Services									
Inpatient Hospital Per Admission:	Deductible + Coinsurance			Deductible + \$250, then 20%			Deductible + \$250, then 20%		
Emergency Room:	Deductible + Coinsurance			Deductible + \$150			Deductible + \$150		
Urgent Care:	Deductible + Coinsurance			Deductible + \$50			Deductible + \$50		
Outpatient Surgical Facility:	Deductible + Coinsurance			Deductible + \$100, then 20%			Deductible + \$100, then 20%		
Ambulatory Surgery Center:	Deductible + Coinsurance			Deductible + \$100, then 20%			Deductible + \$100, then 20%		
Diagnostic Services									
Lab, X-Ray & Diagnostics Outpatient:	Deductible + Coinsurance			\$0			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance			Deductible + 20%			Deductible + 20%		
Prescription Drug									
Deductible:	Calendar Year Deductible			Calendar Year Deductible			Calendar Year Deductible		
Prescription Tier	\$10 / \$35 / \$60			\$10 / \$35 / \$60			\$10 / \$35 / \$60		
Mail Order Prescription (90 Day Supply):	2x Copay			2x Copay			2x Copay		
Non-Network Plan Details	Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$500		\$1,500
Coinsurance:	N/A			N/A				30%	
Maximum Out-of-Pocket:	N/A			N/A			\$3,000		\$9,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A				\$250	
Funding Rates - 3 Years									
	2019	2020	2021	2019	2020	2021	2019	2020	2021
Employee:	\$516.87	\$554.90	\$588.69	\$567.87	\$609.65	\$646.77	\$596.12	\$639.98	\$678.95
Employee + Spouse:	\$1,137.12	\$1,220.77	\$1,295.11	\$1,249.31	\$1,341.22	\$1,422.90	\$1,311.47	\$1,407.96	\$1,493.70
Employee + Child(ren):	\$930.37	\$998.81	\$1,059.64	\$1,022.16	\$1,097.36	\$1,164.19	\$1,073.02	\$1,151.96	\$1,222.12
Family:	\$1,550.61	\$1,664.69	\$1,766.06	\$1,703.61	\$1,828.94	\$1,940.31	\$1,788.37	\$1,919.94	\$2,036.86

Executive Summary of Medical & Prescription Drug Coverage

St. Petersburg College

January 1, 2018 - December 31, 2018

Alternate 3

Vendor	Aetna		Aetna	
Plan Name	Open Access HSA		Open Access HMO	
Plan Type	HMO		HMO	
Plan Details	Network		Network	
	<i>Single</i>	<i>Family</i>	<i>Single</i>	<i>Family</i>
Plan Deductible	\$1,500	\$3,000	\$500	\$1,000
Embedded Deductible:	No		Yes	
Calendar or Policy Year:	Calendar		Calendar	
Coinsurance:	20%		20%	
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$3,500	\$7,000	\$2,500	\$5,000
	Yes, Yes, Yes		Yes, Yes, Yes	
Physician Services				
Office Visit:	Deductible + Coinsurance		\$40	
Specialist:	Deductible + Coinsurance		\$50	
Chiropractic:	Deductible + Coinsurance		Deductible + \$40	
Hospital / Emergency Services				
Inpatient Hospital Per Admission:	Deductible + Coinsurance		Deductible + \$250, then 20%	
Emergency Room:	Deductible + Coinsurance		Deductible + \$150	
Urgent Care:	Deductible + Coinsurance		Deductible + \$50	
Outpatient Surgical Facility:	Deductible + Coinsurance		Deductible + \$100, then 20%	
Ambulatory Surgery Center:	Deductible + Coinsurance		Deductible + \$100, then 20%	
Diagnostic Services				
Lab, X-Ray & Diagnostics Outpatient:	Deductible + Coinsurance		\$0	
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance		Deductible + 20%	
Prescription Drug				
Deductible:	Calendar Year Deductible		Calendar Year Deductible	
Prescription Tier	\$10 / \$35 / \$60		\$10 / \$35 / \$60	
Mail Order Prescription (90 Day Supply):	2x Copay		2x Copay	
Non-Network Plan Details	Non-Network		Non-Network	
Plan Deductible	N/A		N/A	
Coinsurance:	N/A		N/A	
Maximum Out-of-Pocket:	N/A		N/A	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A	

Funding Rates - 3 Years

	2019	2020	2021	2019	2020	2021
Employee:	\$531.58	\$570.39	\$604.89	\$588.88	\$631.87	\$670.10
Employee + Spouse:	\$1,169.47	\$1,254.85	\$1,330.76	\$1,295.53	\$1,390.11	\$1,474.21
Employee + Child(ren):	\$956.84	\$1,026.70	\$1,088.81	\$1,059.98	\$1,137.37	\$1,206.17
Family:	\$1,594.73	\$1,711.16	\$1,814.68	\$1,766.63	\$1,895.61	\$2,010.29

Executive Summary of Medical & Prescription Drug Coverage

St. Petersburg College

January 1, 2018 - December 31, 2018

	Alternate 4		
Vendor Plan	Aetna		
Name Plan	Open Access HSA		
Type Plan	HMO <i>Network</i>		
Details	<i>Single</i>	<i>Family</i>	
Plan Deductible	\$1,500	\$3,000	
Embedded Deductible:	No		
Calendar or Policy Year:	Calendar		
Coinsurance:	20%		
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$3,500	\$7,000	
Physician Services	Yes, Yes, Yes		
Office Visit:	Deductible + Coinsurance		
Specialist:	Deductible + Coinsurance		
Chiropractic:	Deductible + Coinsurance		
Hospital / Emergency Services			
Inpatient Hospital Per Admission:	Deductible + Coinsurance		
Emergency Room:	Deductible + Coinsurance		
Urgent Care:	Deductible + Coinsurance		
Outpatient Surgical Facility:	Deductible + Coinsurance		
Ambulatory Surgery Center:	Deductible + Coinsurance		
Diagnostic Services			
Lab, X-Ray & Diagnostics Outpatient:	Deductible + Coinsurance		
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance		
Prescription Drug			
Deductible:	Calendar Year Deductible		
Prescription Tier	\$10 / \$35 / \$60		
Mail Order Prescription (90 Day Supply):	2x Copay		
Non-Network Plan Details	<i>Non-Network</i>		
Plan Deductible	N/A		
Coinsurance:	N/A		
Maximum Out-of-Pocket:	N/A		
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		
Funding Rates - 3 Years	2019	2020	2021
Employee:	\$522.14	\$561.23	\$595.68
Employee + Spouse:	\$1,148.71	\$1,234.71	\$1,310.49
Employee + Child(ren):	\$939.86	\$1,010.22	\$1,072.22
Family:	\$1,566.43	\$1,683.69	\$1,787.04

Executive Summary of Medical & Prescription Drug Coverage

St. Petersburg College

January 1, 2018 - December 31, 2018

	Alternate 5			
Vendor Plan	Aetna		Aetna	
Name Plan	Open Access HSA		Open Access HMO	
Type Plan	HMO		HMO	
Details	<i>Network</i>		<i>Network</i>	
	<i>Single</i>	<i>Family</i>	<i>Single</i>	<i>Family</i>
Plan Deductible	\$1,750	\$3,500	\$500	\$1,000
Embedded Deductible:	No		Yes	
Calendar or Policy Year:	Calendar		Calendar	
Coinsurance:	20%		20%	
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$4,000	\$8,000	\$2,500	\$5,000
Physician Services	Yes, Yes, Yes		Yes, Yes, Yes	
Office Visit:	Deductible + Coinsurance		\$40	
Specialist:	Deductible + Coinsurance		\$60	
Chiropractic:	Deductible + Coinsurance		\$40	
Hospital / Emergency Services				
Inpatient Hospital Per Admission:	Deductible + Coinsurance		Deductible + Coinsurance	
Emergency Room:	Deductible + Coinsurance		\$300	
Urgent Care:	Deductible + Coinsurance		Deductible + Coinsurance	
Outpatient Surgical Facility:	Deductible + Coinsurance		Deductible + Coinsurance	
Ambulatory Surgery Center:	Deductible + Coinsurance		Deductible + Coinsurance	
Diagnostic Services				
Lab, X-Ray & Diagnostics Outpatient:	Deductible + Coinsurance		\$0	
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance		Deductible + Coinsurance	
Prescription Drug				
Deductible:	Calendar Year Deductible		N/A	
Prescription Tier	\$10 / \$50 / \$80 / \$80		\$10 / \$50 / \$80 / \$80	
Mail Order Prescription (90 Day Supply):	2x Copay		2x Copay	
Non-Network Plan Details	<i>Non-Network</i>		<i>Non-Network</i>	
Plan Deductible	N/A		N/A	
Coinsurance:	N/A		N/A	
Maximum Out-of-Pocket:	N/A		N/A	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A	

What does a 15% premium increase look like?

HDHP																		
	<25k	Change	25-35K	Change	35-45K	Change	45-55K	Change	55-65K	Change	65-75K	Change	75-85K	Change	85-95K	Change	95K>	Change
EMPLOYEE	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50
EMPLOYEE + SPOUSE	142.11	18.54	149.97	19.56	157.86	20.59	165.70	21.61	173.57	22.64	196.58	25.64	219.58	28.64	242.58	31.64	265.58	34.64
EMPLOYEE + CHILD	121.84	15.89	129.71	16.92	137.60	17.95	145.44	18.97	153.31	20.00	176.32	23.00	199.32	26.00	222.32	29.00	245.32	32.00
EMPLOYEE + FAM	212.64	27.74	220.50	28.76	228.39	29.79	236.23	30.81	244.10	31.84	267.11	34.84	290.11	37.84	313.11	40.84	336.11	43.84
OA Select																		
	<25k	Change	25-35K	Change	35-45K	Change	45-55K	Change	55-65K	Change	65-75K	Change	75-85K	Change	85-95K	Change	95K>	Change
EMPLOYEE	23.00	3.00	31.18	4.07	55.71	7.27	63.87	8.33	72.06	9.40	88.41	11.53	106.56	13.90	129.56	16.90	152.56	19.90
EMPLOYEE + SPOUSE	306.73	40.01	306.73	32.90	339.43	44.27	347.60	45.34	355.79	46.41	372.14	48.54	390.29	50.91	413.29	53.91	436.29	56.91
EMPLOYEE + CHILD	278.12	36.28	286.29	37.34	310.82	40.54	318.99	41.61	327.18	42.68	343.53	44.81	361.68	47.18	384.68	50.18	407.68	53.18
EMPLOYEE + FAM	537.95	70.17	546.12	71.23	570.65	74.43	578.82	75.50	587.01	76.57	603.36	78.70	621.51	81.07	644.51	84.07	667.51	87.07
POS																		
	<25k	Change	25-35K	Change	35-45K	Change	45-55K	Change	55-65K	Change	65-75K	Change	75-85K	Change	85-95K	Change	95K>	Change
EMPLOYEE	202.86	26.46	211.04	27.53	235.57	30.73	243.73	31.79	251.92	32.86	268.27	34.99	286.42	37.36	309.42	40.36	332.42	43.36
EMPLOYEE + SPOUSE	475.36	62.00	483.54	63.07	508.07	66.27	516.24	67.34	524.42	68.40	540.78	70.54	558.92	72.90	581.92	75.90	604.92	78.90
EMPLOYEE + CHILD	442.59	57.73	450.77	58.80	475.30	62.00	483.46	63.06	491.65	64.13	508.00	66.26	526.15	68.63	549.15	71.63	572.15	74.63
EMPLOYEE + FAM	832.44	108.58	840.62	109.65	865.15	112.85	873.31	113.91	881.50	114.98	897.85	117.11	916.00	119.48	939.00	122.48	962.00	125.48
*Calculations are on monthly deductions.																		

August 21, 2018

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Mark P. Barnebey, Esquire, Special Counsel to the Board

SUBJECT: Marvin Bright Dismissal

Approval is sought to Adopt the proposed Final Order in regard to the Dismissal of Marvin Bright.

Attached is the proposed Final Order regarding the Marvin Bright matter. As directed by the Board at its last meeting, the proposed Final Order adopts the recommended findings of fact and relevant conclusions of law from the Recommended Order and provides detailed rulings on the exceptions as recommended at the June meeting.

Attachment

BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

ST. PETERSBURG COLLEGE,

Petitioner,

vs.

Final Order No.: BOT-SPC-2018-01

MARVIN BRIGHT,

Respondent.

_____ /

FINAL ORDER

STATEMENT OF THE ISSUE

The issue is whether Respondent should be terminated from employment for the reasons stated in the Final Disposition - Notice of Dismissal (Notice), dated October 11, 2017.

FACTUAL BACKGROUND

On October 11, 2017, the President of St. Petersburg College (College) issued a Notice advising Respondent, then the Provost of the Tarpon Springs Campus, that he was being terminated effective that date for the following reasons:

1. he failed to timely advise his supervisor and the College administration of his arrest and the nature of the charges;
2. he failed to provide the College with information and requested documentation regarding the arrest and allegations; and
3. he failed to immediately return College property as requested. Respondent timely requested a formal hearing and the matter was referred by the College to the Division of Administrative Hearings to conduct a formal hearing to resolve the dispute.

Administrative Law Judge D.R. Alexander conducted a hearing in this matter on February 12, 13, and 14, 2018, in St. Petersburg, Florida. At the hearing, Petitioner presented the testimony of five witnesses. Petitioner's Exhibits 1, 2, 4 through 15, 17 through 19, and 21 were accepted in evidence. Exhibit 3 was accepted as a proffer only. Respondent testified on his own behalf and presented the testimony of four witnesses. Respondent's Exhibits 1 through 13, 15 through 23, 26 through 30, 32, 34, 38, 42 (pages 00309 and 00310 only), and 43 through 47 were accepted in evidence.

A five-volume Transcript of the proceeding was prepared. On April 4, 2018, Administrative Law Judge D.R. Alexander issued a Recommended Order with findings of fact and conclusions of law and recommending that St. Petersburg College enter a final order terminating Respondent's employment as Provost at the Tarpon Springs Campus.

On April 19, 2018, Respondent filed exceptions to the Recommended Order. On April 30, 2018, Petitioner filed Responses to the Exceptions.

EXCEPTIONS

The Board of Trustees rules as follows regarding the Exceptions filed by the Respondent:

1. Ruling on Respondent's Exception 1 to Paragraphs 23, 24, 27, 28, 30, 36, 47, 50, 53, 55, 56 and 67.

This Exception is largely based on arguments that there was no evidence that Marvin Bright unreasonably delayed notifying St. Petersburg College ("SPC") of his arrest, and that there was no rule, policy or guideline to require reporting of an arrest and to what was a timely notification for reporting of the arrest. This argument was addressed by the Administrative Law Judge ("ALJ") and the evidence presented at the ALJ hearing was weighed by the ALJ. While there is some conflicting evidence, there is competent, substantial evidence to support the ALJ's recommended findings of facts and support the conclusions of law. Thus, the Board rejects Respondent's Exception 1.

2. Ruling on Respondent's Exception 2 to Paragraphs 47, 56 and 65.

This Exception argues that SPC had no right to compel Respondent to answer questions regarding his arrest and that Respondent did not fail to provide requested documentation to SPC. Further, the Exception alleges the ALJ is holding Respondent to an impossible standard. With the exception of the constitutionality argument regarding the College's request of Bright to answer questions about his arrest, these arguments were addressed by the ALJ and were weighed with the facts and evidence presented at the hearing in front of the ALJ. The Board finds that the ALJ has held the Respondent to a reasonable standard of conduct. Again, while there was some conflicting evidence, there is competent substantial evidence to support the ALJ's recommended findings for fact and support the conclusions of law. Regarding the constitutionality argument raised in this Exception, it seeks to advance an argument not presented to the ALJ. Filing of exceptions are not an appropriate time to raise new arguments and the Board does not have the authority to make independent or supplemental findings of fact. North Port, Fla v. Consol. Minerals, 645 So.2d 485 (Fla. 2d DCA 1994); Nest v. Dep't of Prof'l Regulation, Board of Med. Examiners, 490 So. 2d 987 (Fla. 1st DCA 1986). Thus, the Board rejects Respondent's Exception 2.

3. Ruling on Respondent's Exception 3 to Paragraphs 33-36, 39, 47, 57 and 66.

The Exception asserts that Respondent made every effort to return his SPC keys and equipment in a timely manner and that the ALJ is holding Respondent to an impossibly high standard. This argument was addressed by the ALJ and the evidence presented at the hearing before the ALJ was weighed by the ALJ. The Board finds that the ALJ is holding Respondent to a reasonable standard of conduct. While there was some competing evidence, there was competent, substantial evidence to support the ALJ's recommended findings of fact and support the conclusions of law. The Board rejects Respondent's Exception 3.

4. Ruling on Respondent's Exception 4 to Paragraphs 62 and 64-69.

This Exception essentially asserts that the ALJ erroneously concluded that Respondent engaged in misconduct. Again, the arguments were addressed by the ALJ and the evidence presented at the hearing before the ALJ was weighed by the ALJ. While there was some conflicting evidence, there was competent, substantial evidence in support of the ALJ's recommended findings of fact and support the conclusions of law. The Board rejects Respondent's Exception 4.

5. Ruling on Respondent's Exception 5 to Paragraphs 50 and 56.

The Exception asserts that the actions of the Respondent had no evidence of impact on SPC and did not justify termination. These arguments were addressed by the ALJ and the evidence presented at the hearing before the ALJ was weighed by the ALJ. There was competent, substantial evidence in support of the finding of the ALJ and support the conclusions of law associated with those findings. Thus, the Respondent's Exception 5 is rejected.

6. Ruling on Respondent's Exception 6 to Paragraphs 7, 8, 52, 53, 64, 65 and 67.

This Exception asserts that a 2014 memo to Respondent was erroneously entered into the record as a part of a basis for the ALJ to recommend termination. Further, Respondent asserts if the memo is admissible, the memo should be given no weight. As with other matters, the arguments contained in this exception were addressed by the ALJ. The evidence was presented at the hearing and was weighed by the ALJ. There was competent, substantial evidence to support the findings of the ALJ and the conclusions of law associated with those findings. The evidence supports that the 2014 memorandum was to establish that Respondent was on notice of the importance to exhibit good judgement, not to establish the truth of allegations contained in the memorandum. Therefore, the memorandum does not constitute uncorroborated hearsay as defined in Section 90.801, Florida Statutes, as the memorandum was not “offered into evidence to prove the truth of the matter asserted.” Therefore, Respondent’s Exception 6 is rejected.

7. Ruling on Respondent’s Exception 7 to Paragraph 70.

This Exception asserts the Respondent should be entitled to attorney’s fees as SPC was in the proceeding for “an improper purpose.” The ALJ’s recommended order recommending termination of the Respondent does not support Respondent’s claims under this exception that “the proceedings were for an improper purpose.” The Board rejects Respondent’s Exception 7.

8. Ruling on Respondent’s General Exceptions

This Exception argues that SPC violated Respondent’s due process rights by presenting the 2014 memo in support of its cause. This Exception contains broad statements on exceptions without identifying specific disputed portions of the Recommended Order. This Exception does not comply with the requirements of Section 120.57(1)(k), Florida Statutes and thus “...the agency need not rule on an exception that does not clearly identify the legal basis for the exception by page or numbered paragraph or does not include appropriate and specific citations to the record.” Section 120.57(1)(k), Florida Statutes. The Respondent’s Exception 8 is hereby rejected.

FINDINGS OF FACT

A. Background

1. The College is a public institution of higher education charged with the responsibility of providing post-secondary education. Currently, there are approximately 33,000 students enrolled at the College. It has eight campuses, including the Tarpon Springs Campus. Seven of the campuses have Provosts, who report to the Senior Vice

President of Student Services. The College is overseen by a five-member Board of Trustees (Board), each Trustee appointed by the Governor.

2. In this contentious dispute, the College seeks to terminate Respondent from his position as Provost of the Tarpon Springs Campus, a position he has held since 2014 under an annual Contract for Employment for Administrative Personnel of Community Colleges. The contract has been renewed three times, most recently for a term beginning on July 1, 2017, and ending June 30, 2018. The College, however, can decline to renew his contract for no cause at the end of each term.

3. The annual contract provides that "the Board may suspend or dismiss the Administrator [Provost] for cause pursuant to the applicable provisions of the Florida Statutes and the Board of Trustees' Rules and Colleges Procedures." Also, under Board Rule 6Hx23-2.2012 (rule 23-2.2012), the College can terminate contractual employees for "immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness or conviction of any crime involving moral turpitude." In this case, the College relies upon misconduct in office as the ground for dismissal.

4. The contract requires Respondent to comply with all relevant statutes and rules of the State Board of Education, the State Board of Community Colleges, and the Board of Trustees. He also is required to comply with the terms of any College internal policies and procedures in effect at the time that his first contract became effective, and continuing throughout his term of employment.

5. The position of Provost is a very high-ranking administrative position. The Provost is responsible for overseeing all aspects of student services, which includes student complaints of harassment and discrimination, as well as working in partnership with Academic Deans and the faculty. It is a highly visible position with the College and

in the community. The College characterized the position as the "face" of the campus and the Tarpon Springs community. The Provost also serves on various community boards and organizations to represent the views of the College.

6. At the time of Respondent's hire in 2014, the President was Dr. William Law, while Dr. Tonjua Williams served as Senior Vice President, Student Services. Dr. Williams is now the President and the one responsible for making the decision to terminate Respondent's employment, subject to confirmation by a majority of the Trustees.

7. Shortly after his hire in 2014, the College became aware of allegations at his prior employment in Virginia, which involved an inappropriate relationship with a subordinate female employee. Dr. Law directed Dr. Williams to speak with Respondent about the allegations. Respondent acknowledged to her that the allegation was true, and, as a consequence, he was moved from a position on campus to a district office position.

8. Dr. Law decided to give Respondent the opportunity to continue to serve at the College, but the expectations of the College with regard to his personal conduct were made very clear in a memorandum to Respondent from Dr. Williams. It stated in part that "it all boils down to exercising good judgment. Modeling good judgment is highly valued at [the College] and has a significant impact on staff morale, leadership effectiveness and student success." Respondent acknowledged in writing that he received the memorandum. According to the President, this established the expectation that he would always use good judgment in matters concerning the College.

9. During his tenure at the College, Dr. Williams and Respondent had what she characterized as a "great relationship," "a very close working relationship," and one that was "open and transparent." She added "[t]here were no problems with us reaching

each other when we needed to speak and talk."

B. The Incident

10. Around 1:30 a.m. on August 21, 2017, a physical altercation between Respondent and a female occurred at her apartment in New Port Richey. Although Respondent is married, the two had been involved in an affair for around two years. The female was not a student or employee of the College.

11. On Thursday, August 31, 2017, Respondent was served with papers requiring him to appear for a hearing in circuit court on a domestic violence injunction involving the female. While attending the hearing on Friday, September 1, 2017, Respondent was arrested by the Pasco County Sheriff's Office and charged with two felonies, one for Burglary - Occupied Dwelling Unarmed (§ 810.02(3)(a), Fla. Stat.), and another for Battery - Commit Domestic Battery by Strangulation (§ 784.041(2)(a), Fla. Stat.). Both charges related to the incident that occurred on August 21, 2017.

12. After spending the night in jail, Respondent bonded out on Saturday, September 2, 2017.

13. On October 26, 2017, the charges were dismissed by the State Attorney after he declined to prosecute the matter.

C. Events After the Arrest

14. The College was closed officially for Labor Day weekend on September 2, 3, and 4, 2017. On Tuesday morning, September 5, 2017, Respondent texted Dr. Williams asking, "can we talk privately tomorrow I have a home life situation but I need to converse with you." Respondent knew that Dr. Williams planned to attend a conference at the Tarpon Springs Campus the following day, and he intended to speak with her at that time. Dr. Williams responded "absolutely." Nothing in the text suggests

the "home life situation" was related to a legal matter or criminal arrest or that there was any urgency in meeting with her. Nor did it suggest that the subject of the meeting involved something that could potentially affect the College's reputation or his continued employment. In fact, Dr. Williams assumed he wanted to discuss "a personal matter."

15. Due to the threat of Hurricane Irma, then in the Gulf of Mexico and headed towards the state, Dr. Williams did not attend the conference the next day. Also, the College closed officially on September 6, 2017, due to the hurricane and did not reopen officially until September 18, 2017.

16. With the approval of his supervisor, Dr. Rinard, Respondent flew to Maryland, where his wife and children reside. He did not return to Florida until September 13, 2017. During this intervening period, he did not attempt to contact his supervisor or the President regarding his arrest.

17. Even though the College was closed for the hurricane, administrators continued to perform duties and responsibilities related to the safety and security of the College. Dr. Williams conducted at least two conference calls per day via telephone or Skype, where as many as 60 administrators would join in the call to discuss situations on the campuses. Although he was in Maryland much of the time, Respondent joined in the conferences on most, if not all, of those occasions. In fact, on Monday, September 11, 2017, he texted Dr. Williams regarding the situation on the Tarpon Springs campus, which had been conveyed to him by his staff.

18. On September 12, 2017, Respondent texted Dr. Williams and advised he was returning from Maryland. The text stated in part: "I need to speak to you regarding a personal/family matter. I will discuss all in detail with you." Again, it made no reference to his arrest.

19. After he returned to Florida the next day, Respondent and Dr. Williams agreed to meet on September 14, 2017, at a local restaurant. However, the President later informed Respondent that she was unable to make the meeting and needed to reschedule. She attempted to reach him later that day by telephone to reschedule the meeting but was unsuccessful. At that point, she assumed Respondent wished to discuss a personal family matter that did not involve the College.

20. The two exchanged texts again on Sunday, September 17, 2017, but Respondent chose not to mention his arrest.

21. Around noon on September 18, 2017, or 17 days after his arrest, Respondent telephoned Dr. Williams, and, in a 15-minute conversation, he advised her that he had been arrested on September 1, 2017, he was innocent of the charges, and he had retained counsel. He also told Dr. Williams that he was involved in a relationship with a woman that went awry, and the incident was not work-related. Respondent added that he had gone to court on September 1, 2017, to file a restraining order against the female, and he believed he was being scammed.

22. During the call, Dr. Williams told Respondent she needed more details. She specifically asked that he provide a police report with the details of the incident and the name of the victim to verify she was not a student. Dr. Williams also told Respondent that he needed to contact Dr. Rinard, his immediate supervisor, and tell him what had happened.

23. Had Respondent been unable to reach Dr. Williams by telephone on September 18, 2017, his belated efforts to notify the President would be further delayed, as Respondent's first choice was to speak to her one-on-one, or if this was not possible, to discuss the incident by telephone. His actions also raise an inference that he always intended to speak with the President, and not his direct supervisor.

24. Later that same day, September 18, 2017, Respondent spoke with Dr. Rinard by telephone. According to Dr. Rinard, Respondent "informed [him] that he had had an affair, that the woman he had an affair with had pressed charges, he was arrested, that these were all lies, that she was a thief, she had stolen property, [and he] admitted that he was wrong to have had an affair." Dr. Rinard asked Respondent if the incident involved a student or employee or occurred on College property. He was told it did not. He did not provide Dr. Rinard with the name of the victim. The following day, the two again spoke briefly while attending a Board meeting. Respondent asked if he needed anything more in reference to their conversation the previous day and Dr. Rinard answered "no."

25. While at the Board meeting, Respondent spoke privately with a Board member, Trustee Gibbons, and disclosed that he had been arrested.

26. On the evening of September 18, 2017, the President telephoned Respondent and commented that she was looking at the charges on a website. She said she needed more information regarding the incident, but Respondent told her he had no documentation regarding the arrest.

27. During the call, Respondent asked the President to speak with his attorney who could provide any details that she wanted concerning the charges. Although Dr. Williams testified there was no agreement to speak with the attorney, Respondent's criminal attorney, Mr. Theophilopoulos, testified that he understood Dr. Williams had agreed to a conference call around 5:30 p.m. on September 20, 2017, so that he (the attorney) could answer any questions she had. Dr. Williams denies that a conference call was scheduled. Respondent contends otherwise and says he went to his attorney's office and waited for her to call at the scheduled time, and when she did not, they both attempted to call her from his office but were unsuccessful.

28. Whether or not such a call was scheduled, it is undisputed that it never took place. However, Dr. Williams telephoned Respondent around 6:11 p.m. on September 20, 2017, while he was driving home from his attorney's office. The Vice President of Administrative/Business Services & Information Technology, Mr. Miles, participated in the call. Mr. Miles has oversight of the Human Resources Department.

29. During the call, Dr. Williams informed Respondent that he was being placed on administrative leave, with pay and benefits, effective that date. Again, she requested a copy of the police report or details of the incident, as the College needed more information so that it could properly assess the situation. Respondent replied that he had no written reports but his attorney had "new information" regarding the charges. Respondent was told to have his attorney contact the College General Counsel, Ms. Gardner.

30. A few hours after the phone call, Respondent received a memorandum from Dr. Williams via email confirming that he was being placed on administrative leave, with pay and benefits, until further notice. According to Dr. Williams, this would give the College more time to thoroughly review the situation before deciding what action to take. At that time, the College still lacked the name of the victim and detailed information regarding the arrest.

31. On September 20, 2017, Dr. Williams notified three of the five Trustees about the incident and shared with them the information she had gathered up to that point. She also told them she was still "working" on what action to take.

32. Respondent decided to return to Maryland the same evening he was placed on administrative leave. He testified that while driving to Maryland, he received a call from Trustee Gibbons, who told him the Board had voted to not terminate him if he was

cleared of the charges. This assertion was not corroborated, and there is no record of any Board meeting at which a vote would have taken place.

D. The Termination Process

33. On September 21, 2017, Dr. Rinard advised Tarpon Springs faculty and staff that Respondent had been placed on administrative leave and that an interim Provost had been appointed. That evening, Dr. Williams and Mr. Miles spoke with Respondent by telephone. They informed him that the College had not yet received information regarding the arrest and instructed Respondent to return his keys. Mr. Miles offered to meet with him to pick up the keys. However, Respondent, who by then was in Maryland, told them he had already mailed his keys to his attorney. The following day, September 22, 2017, through its own investigation, the College was able to obtain a copy of the Pasco County Complaint Affidavit providing additional details regarding the arrest.

34. On Saturday, September 23, 2017, Mr. Miles left a voicemail for Respondent and reminded him that he wanted to meet with him to obtain the keys to College property. Mr. Miles also sent a text, which stated, "Dr. Williams asked me to obtain your work keys so I'm coming today," meaning that he (Mr. Miles) would drive to Respondent's home in Palm Harbor or the campus that day to retrieve the items.

35. In response to Mr. Miles' request, Respondent replied by email that the keys had been sent to his attorney via Federal Express from Maryland. He added that if the College had any further questions, his attorney should be contacted.

36. As of Monday, September 25, 2017, the College had not received any additional information from Respondent or his attorney regarding the arrest, and it had not received Respondent's keys or swipe card.

37. On September 25, 2017, Dr. Williams determined that termination

proceedings should begin. The same day, Dr. Rinard issued a memorandum recommending that Respondent be dismissed from employment. The basis for the recommendation was as follows:

You have engaged in misconduct by not timely disclosing to the College your arrest and the charges pending against you. You have also engaged in misconduct by not providing the College with documentation related to your arrest and not returning the College's property upon request. You have also engaged in misconduct by not being truthful and forthcoming about the details of your arrest.

38. The memorandum was actually prepared for Dr. Rinard's signature by Mr. Miles, who oversees the Human Resources Department and is also an attorney. According to the memorandum, Respondent's actions violated rule 23-2.2012, which authorizes the College to terminate an administrator for the offense of "misconduct in office." The recommendation also referred to rule 6Hx23-2.19, which outlines the procedure the College must follow when it proposes to terminate an employee.

39. The following day, September 26, 2017, Respondent's attorney emailed the General Counsel asking for directions on where to return the keys and swipe card that were in his possession. She replied that all College property, including any electronic devices or computers, should be delivered to the security desk lobby of the district office in St. Petersburg.

40. On September 28, 2017, five days after Dr. Williams' directive, the keys and swipe card were delivered and secured by the College. The College did not receive Respondent's college-owned laptop and other electronic devices until October 11, 2017.

E. The Predetermination Hearing and Termination

41. After the recommendation to terminate was issued, Respondent requested a predetermination hearing, which is afforded an employee before a decision is made regarding termination.

42. On October 5, 2017, a hearing was conducted by the Senior Vice President of Instructional & Academic Programs, Dr. Anne Cooper, who had the authority to affirm, modify, or reject Dr. Rinard's recommendation. Respondent was accompanied by his attorney at the hearing.

43. At the hearing, Respondent was provided a timeline of events. In response, Respondent presented his own timeline for reporting the arrest, as well as a written statement from the alleged victim in the incident which resulted in his arrest.

44. On October 9, 2017, Dr. Cooper issued a recommendation to the President that Dr. Rinard's decision to terminate Respondent's employment be upheld. The recommendation is found in Petitioner's Exhibit 11.

45. By letter dated October 11, 2017, the President advised Respondent that she was upholding the recommendation for dismissal because Respondent:

1. Failed to timely advise supervisor and college administration of the arrest and nature of the charges;
2. Failed to provide the college with information and requested documentation regarding the arrest and allegations; and
3. Failed to immediately return college property as requested.

46. These grounds differed slightly from those in the memorandum signed by Dr. Rinard on September 25, 2017. Whereas Dr. Rinard's memorandum stated that Respondent had failed to timely inform the College of his arrest and pending charges, Dr. Williams' Notice stated that Respondent had "[f]ailed to timely advise supervisor and college administration of the arrest and nature of the charges." Whereas the memorandum stated that Respondent had failed to provide the college with "documentation related to [his] arrest," the Notice stated that he had "[f]ailed to provide the college with information and requested documentation regarding the arrest and allegations." Finally, whereas the

memorandum stated that Respondent had not returned the College's property upon request, the Notice stated that Respondent had "[f]ailed to immediately return college property as requested."

47. Although Respondent contends he is prejudiced because the original charges were modified, the allegations in the memorandum and Notice are substantially the same, and Respondent did not demonstrate how he was prejudiced by the minor changes. No matter which set of charges apply, the College has established that the allegations are true.

F. The College Regulations and Policies

48. Both parties agree there is no specific College regulation that requires employees to immediately notify their supervisor or other College officials after they are arrested and charged with a crime. However, Dr. Williams stated there is an expectation that a high-ranking employee, such as a Provost, should immediately notify his supervisor, within one or two working days, given the repercussions to the College that might arise if and when the charges became public.

49. The College relies on rule 23-2.2012 as the "principal ground for prosecution in this case." That rule allows the College to dismiss an employee under written contract for "misconduct in office." The term is not further defined by rule or statute that is applicable to the College. Because Respondent is not a career service employee, the College cannot rely on procedures applicable to that category of employees.

G. Analysis of Respondent's Conduct

50. At hearing, Respondent characterized the incident as "a personal and private matter" that was unrelated to the College. However, he agreed he had an

obligation to tell the President and Dr. Rinard about the incident so that the College would not be blind-sided if the incident became public. He contends he made good-faith efforts to contact Dr. Williams by texting her on several occasions to request a meeting. But none of the texts stated, or even suggested, that he needed to speak with her about a work-related matter or that he had been arrested for two felony charges. Moreover, these efforts evidence the fact that he knew he had an obligation to timely, completely, and candidly report anything that could impact his effectiveness as a Provost or the reputation of the College. He failed to fulfill this obligation.

51. Respondent does not dispute the fact that he made no effort to notify his immediate supervisor, Dr. Rinard, regarding his arrest until Dr. Williams instructed him to do so on September 18, 2017. More than likely, this was because he had very little contact with Dr. Rinard, who had assumed his position in July 2017. On the other hand, he had a much closer relationship with the President, and she is the individual who makes the final decision. According to Respondent, it was important that he discuss the matter one-on-one with the President due to the "nature of the sensitivity of the situation itself, my accuracy of understanding the accusations and the false accusations, which were also racially motivated."

52. After Respondent was unsuccessful in personally speaking with the President on September 6, 2017, he should have immediately disclosed his arrest by telephone. The record shows that he had ample opportunity to report the incident to the President by telephone beginning on the day after he was arrested. His failure to do so exhibits a lack of good judgment and trustworthiness.

53. The delay in reporting the arrest from September 1 until September 18, 2017, was unreasonable in light of all circumstances. As Dr. Williams noted, "there is an

expectation of good judgment for Provost and campus leaders, Deans, and others in that role. And you always expect your leaders, you know, [to] protect the Institution and make sure they are aware of what is going on."

54. In the same vein, Mr. Miles pointed out that the College ended up having "to get the information ourselves" after Respondent failed to provide additional information regarding the arrest. This led him to ask whether he could "trust Dr. Bright to give me what I need to do the job that I need to do." He added that it was imperative that the College know "what exposure" it might have and how to "react to the situation" should the incident become public.

55. Dr. Cooper, who conducted the predetermination meeting and is the chief academic officer of the College, testified that the Provost is a high-profile position and the face of the campus in the community. She noted that even though the College was closed for a hurricane, "there were multiple opportunities to report the incident to his direct supervisor, Dr. Rinard, and he failed to do so." She also testified that the incident could have blind-sided the President and Board of Trustees and put "the College in a very poor light in regard to the community." She added that "there was potential for multiple issues associated with not reporting it sooner," and "someone in that high-profile leadership position would know that." She summed it up by saying that even if there was not a specific written policy requiring Respondent to promptly report the incident to his superiors, an obligation to do so "is leadership 101."

56. Besides failing to report the incident for 17 days, the evidence as a whole shows that, once the incident was reported, Respondent was non-responsive, uncooperative, and somewhat evasive in responding to Dr. Williams' direction to provide her additional information regarding the arrest and the name of the victim. The President

had legitimate reasons for requesting additional information. Without this information, the College was at risk of having its reputation and credibility damaged. As the President pointed out, she asked for information, and when she did not receive it, this forced her to "go dig [herself] to find information" from another source. This should not be the job of the President.

57. Finally, as previously found, Respondent did not promptly turn in all College keys and equipment, despite being told to do so on numerous occasions.

CONCLUSIONS OF LAW

58. The College is required to demonstrate, by a preponderance of the evidence, that good and sufficient reason exists to terminate Respondent's contract with the College. McNeill v. Pinellas Cnty. Sch. Bd., 678 So. 2d 476 (Fla. 2d DCA 1996); Dileo v. Sch. Bd. of Dade Cnty., 569 So. 2d 883 (Fla. 3d DCA 1990); St. Petersburg Coll. v. Rodriguez, Case No. 05-0343 (Fla. DOAH Feb. 8, 2006; SPC Mar. 23, 2006), aff'd, 949 So. 2d 208 (Fla. 2d DCA 2007)(per curiam).

59. Under the Employment Agreement executed by the parties, "[t]he Board may suspend or dismiss the Administrator for cause pursuant to the applicable provisions of the Florida Statutes and the Board of Trustees' Rules and Colleges Procedures."

60. Florida Administrative Code Rule 6A-14.0411(4) authorizes each college board of trustees to "adopt policies addressing positions and contracts" of employees under written or continuing contracts.

61. Pursuant to this authority, Board rule 23-2.2012 provides that an employee under written contract "may be suspended or dismissed upon recommendation of the President at any time, provided the charges must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness or

conviction of any crime involving moral turpitude." The College maintains that Respondent's conduct constitutes misconduct in office within the meaning of the rule.

62. The term "misconduct in office" is not defined by statute or rule applicable to community colleges. However, the definitions in rule 6A-5.056, which relate to the suspension and dismissal of personnel by school districts, are instructive. See, e.g., Seminole Cmty. Coll. v. Brown, Case No. 08-3265 (Fla. DOAH Mar. 13, 2009; SCC Oct. 19, 2009).

63. Rule 6A-5.056(2)(e) defines the term "misconduct in office" as "[b]ehavior that reduces the teacher's ability or his or her colleagues' ability to effectively perform duties."

64. By a preponderance of the evidence, the College has established that Respondent's ability to effectively perform his duties has been reduced by waiting 17 days to notify the President and his supervisor that he had been arrested for two felonies. Despite having numerous opportunities to do so over that timeframe, he intentionally and repeatedly delayed reporting his arrest. This conduct is cause for questioning his reliability, judgment, and trustworthiness and is a clear example of misconduct.

65. Moreover, once disclosure was made, he failed to comply with requests by the President to provide additional written details regarding the arrest. This caused the College (and President) to seek that information from other sources. Coupled with his failure to timely report the arrest, it evidences a lack of judgment, candor, and honesty on Respondent's part and has resulted in a loss of trust and confidence of those in the College with whom he must work. To this end, the College, as an employer, must have discretion and control over the management of its personnel and internal affairs. This includes the prerogative to remove employees whose misconduct hinders efficient operation.

66. By itself, a failure to timely return College property when requested would not warrant dismissal. However, Respondent's failure to do so, when coupled with the other misconduct, reinforces the decision by the College to dismiss him.

67. Respondent contends that he was under no express duty, by policy or rule, to report his arrest and therefore he cannot be lawfully dismissed. This contention is misplaced. Respondent should not need a written rule to explain that his actions were inherently antithetical to his employer's interests. Offenses other than those specifically enumerated in a policy or rule may constitute just cause when they are so serious as to impair the individual's effectiveness. Misconduct in office may be established where the conduct engaged in by the individual is of such a nature that it speaks for itself in terms of its seriousness and its impact on the individual's effectiveness. For example, a failure to exercise professional judgment and integrity constitutes misconduct in office and justifies termination of an employee. Palm Bch. Cnty. Sch. Bd.v. Finney, Case No. 15-7009TTS (Fla. DOAH Jan. 4, 2017; PBCSB Mar. 8, 2017); Palm Bch. Cnty. Sch. Bd. v. Sorensen, Case No. 09-2749 (Fla. DOAH Nov. 18, 2009; PBCSB Jan. 27, 2010).

68. Respondent also contends his effectiveness to perform his duties was not impaired because he continued to work at a high level during the closure of the College due to Hurricane Irma. This argument misses the point. Impaired effectiveness can be inferred from certain misconduct. Purvis v. Marion Cnty. Sch. Bd., 766 So. 2d 492, 498 (Fla. 5th DCA 2000). There is ample evidence in the record that the College has lost confidence in Respondent's ability to effectively perform his job. Also, there is competent and substantial evidence that Respondent's colleagues no longer trust him to use good judgment or exhibit honesty in his dealings with them.

69. When all of the infractions are considered together with the high standards

to which educators are held, termination is the appropriate penalty.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is:

ORDERED that St. Petersburg College hereby enters a final order terminating Respondent's employment as Provost at the Tarpon Springs Campus.

DONE AND ENTERED this _____ day of August, 2018, at Largo, Pinellas County, Florida.

By: _____
Chair
Board of Trustees
St. Petersburg College

ATTESTATION

I, _____, do hereby ATTEST that the foregoing Final Order was approved and entered into on behalf of the Board of Trustees of St. Petersburg College on the ____ day of _____, 2018, and signed by its Chairman, _____, on the ____ day of _____, 2018, and that the Final Order is a true and correct reflection of the action taken on behalf of the Board of Trustees of St. Petersburg College. This attestation is made this ____ day of _____, 2018.

Rebecca Turner
Board Clerk
St. Petersburg College

NOTICE OF APPEAL RIGHTS

This Order constitutes final agency action as defined in the Administrative Procedure Act, Chapter 120, Florida Statutes. Any party to this proceeding has the right to seek judicial review of this Order pursuant to Section 120.68, Florida Statutes, by filing a Notice of Appeal, pursuant to Florida Rules of Procedure 9.110 and 9.190, with one copy to the Board Clerk Rebecca Turner, at St. Petersburg College, President's Office, 6021 142nd Avenue North, Largo, Florida, and the other copy of the Notice of appeal, accompanied by the applicable filing fees, to the appropriate District Court of Appeal, within thirty (30) days of the date of this Order if filed with the Board Clerk, as indicated above.

CERTIFICATE OF SERVICE

I, Suzanne Gardner, do hereby certify that a true and correct copy of the foregoing has been furnished by electronic mail and U.S. mail on this _____ day of _____, 2018, to:

Mark E. Levitt, Esquire
Allen, Norton and Blue, P.A.
1477 W. Fairbanks Avenue, Suite 100
Winter Park, FL 32789
Counsel for the Petitioner

Cynthia Sass, Esquire
Sass Law
601 West Dr. Martin Luther King Jr Boulevard
Tampa, FL 33603
Counsel for Respondent

Date

Signature