

Green

Request for Informal Discussion

Peacock, Paul <peacockp@flaglerschools.com>

Fri, Dec 30, 2022 at 11:12 AM

To: Lashakia Moore <moorel@flaglerschools.com>, Cathy Mittelstadt <mittelstadt@flaglerschools.com>, Patty Wormeck <wormeckp@flaglerschools.com>, "Ouellette, Robert" <ouelletter@flaglerschools.com>, "Freeman, David" <freemand@flaglerschools.com>, "Deising, Ryan" <deisingr@flaglerschools.com>, michael3@legalteamforlife.com

Good morning Mrs. Moore:

First and foremost I want to make sure I comply with the time constraints outlined in SB Policy 649. Attached hereto and incorporated herein is my formal complaint on the proper form.

I am not satisfied with the informal resolution as it was basically a denial of my request to be paid the \$7500 supplement FESPA Collective Bargaining - Chief Negotiator (\$6,000.00) and FCEA Collective Bargaining (\$1,500). I was provided a copy of the supplement agreement signed on 11/22/2021 and the email states I was paid on December 15, 2021 in advance for services that were to be delivered from December 16, 2021 through June 30, 2022. Please help me understand how the actual supplement request form and the practice of paying for services in advance does not violate Florida Statute 1011.60(3)(c). I received Guidelines for Hurricane Ian Make-Up Days from the district and included in said communication it was made very clear that per F. S. 1011.60(3)(c) "no salary payment shall be paid to any employee in advance of service being rendered". Has Flagler County Schools broken this law in paying me for the past 7 years or was I paid for my services each year on a calendar year schedule?

Based on the complaint procedure and that my complaint is to be considered by my supervisor at Level one and the Superintendent at Level two and that Ms. Middelstadt has denied my request to be paid the supplement, can we so stipulate and begin making preparations for the Board appeal? Please advise where we are in the process.

IV. Complaint Procedure:

A. Informal discussion - If an employee believes there is a basis for complaint, he or she shall discuss the complaint with his or her immediate supervisor (except in cases of discrimination or harassment allegations involving the supervisor, in which case they shall report to the Equity coordinator) within five (5) days of the occurrence of the alleged violation except in cases involving harassment or discrimination in which sixty (60) days will be allowed.

B. Level one - If the complainant is not satisfied with the informal resolution he or she may, within ten (10) days, file a formal complaint on the proper form and deliver it to his or her immediate supervisor or alternate. The Supervisor or alternate shall communicate his or her answer in writing to the complainant within ten (10) days after receipt of the complaint. Class complaints involving more than one (1) supervisor and complaints involving an administrator above the building level may be filed by the complainant at level two.

C. Level two - If the complainant is not satisfied with the resolution at level one he or she may, within ten (10) days of the answer, file a copy of the complaint with the Superintendent. Within ten (10) days of receipt of the complaint the Superintendent shall indicate his or her disposition in writing to the complainant.

D. Board appeal - If the complainant is not satisfied with the resolution by the Superintendent, he or she shall have the right to appeal the Superintendent's decision to the School Board; provided request for placement on Board agenda is filed within ten (10) days.

V. Confidentiality and protection from retaliation will be provided to the extent possible to any employee, student, applicant or affected party who alleges discrimination or harassment.

Unless Superintendent Mittelstadt approves paying the total supplement of \$7500 please consider this a request to be placed on the board agenda for appeal. At the appeal I will be petitioning the board to disqualify Colleen Conklin and Cheryl Massaro from participation in the appeal process based on multiple acts of malfeasance and libelous statements directed at me or about me and I will provide signed affidavits and copies of board related communications gathered through public records request as proof of the disparate and unprofessional treatment I have been subjected to by these two individuals.

SB Policy 649 incorporated herein for reference:

The Board and the Superintendent recognize that good morale among its employees is necessary. Problems are solved as they arise by sincere efforts of all persons concerned to work toward constructive solutions of such problems in an atmosphere of courtesy and cooperation. Whenever an employee or applicant feels that he or she has a complaint, every effort is to be made to arrive at a satisfactory resolution of the problem on an informal basis. When this cannot be done, employees not covered by a collective bargaining complaint procedure, can resort to the more formal procedures as provided herein. If the collective bargaining agreement is silent on an issue this procedure may be used by the employee.

I. Definitions:

A. "Complaint" shall mean any dispute or disagreement involving the interpretation or application of any existing Board rule or practice. It does not include disputes involving the interpretation or application of a collective bargaining agreement, or any provision thereof. Such disputes must be resolved through the grievance procedure in the bargaining agreement.

B. "Complainant" shall mean any employee, or group of employees, directly affected by the alleged misinterpretation or violation, filing a complaint.

C. "Employer" shall mean the School Board or its representatives.

D. "Day" shall mean a working day.

II. Time Limits - The number of days indicated at each level is to be considered the maximum. Time limits may be extended by mutual agreement between the parties.

III. Released Time - The complaint procedure will normally be carried out during non-work time. If, however, the Board elects to carry out provisions during work time, the complainant shall lose no pay.

IV. Complaint Procedure:

A. Informal discussion - If an employee believes there is a basis for complaint, he or she shall discuss the complaint with his or her immediate supervisor (except in cases of discrimination or harassment allegations involving the supervisor, in which case they shall report to the Equity coordinator) within five (5) days of the occurrence of the alleged violation except in cases involving harassment or discrimination in which sixty (60) days will be allowed.

B. Level one - If the complainant is not satisfied with the informal resolution he or she may, within ten (10) days, file a formal complaint on the proper form and deliver it to his or her immediate supervisor or alternate. The Supervisor or alternate shall communicate his or her answer in writing to the complainant within ten (10) days after receipt of the complaint. Class complaints involving more than one (1) supervisor and complaints involving an administrator above the building level may be filed by the complainant at level two.

C. Level two - If the complainant is not satisfied with the resolution at level one he or she may, within ten (10) days of the answer, file a copy of the complaint with the Superintendent. Within ten (10) days of receipt of the complaint the Superintendent shall indicate his or her disposition in writing to the complainant.

D. Board appeal - If the complainant is not satisfied with the resolution by the Superintendent, he or she shall have the right to appeal the Superintendent's decision to the School Board; provided request for placement on Board agenda is filed within ten (10) days.

V. Confidentiality and protection from retaliation will be provided to the extent possible to any employee, student, applicant or affected party who alleges discrimination or harassment.

Thank you for your consideration.

Cordially,



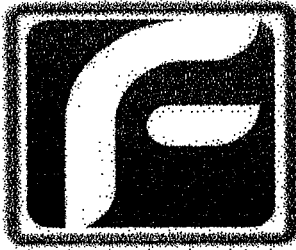
Paul Peacock
Principal, Wadsworth Elementary School
Flagler County Schools

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Complaint form.pdf

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Striving to be the Nation's Premier Learning Organization

Complaint Form

Date 11-30-2021 Time of Incident 5:00pm Location Flagler County

1. Name of individual submitting complaint Paul Peacock
2. Who is the individual that you are filing the complaint against? Superintendent Mittelstadt

3. Briefly describe your complaint
Denial and withholding of wages.

4. Was a student involved? Yes No

5. Name of student _____ Grade _____ School _____

6. Was a teacher/administrator involved? Yes No

7. Name the individual(s) from question #6 Cathy Mittelstadt

8. Additional Information
Email sent with this form asking for clarification and requesting to be placed on the board agenda for an appeal of the decision to withhold my wages.

Please submit this form to your immediate Supervisor or the Chief Human Resources Officer

Thu, Jan 12, 2023 at 3:45 PM

Moore, Lashakia <moorel@flaglerschools.com>

To: "Peacock, Paul" <peacockp@flaglerschools.com>

Cc: Cathy Mittelstadt <mittelstadt@flaglerschools.com>, Patty Wormeck <wormeckp@flaglerschools.com>, "Ouellette, Robert" <ouelletter@flaglerschools.com>, "Freeman, David" <freemand@flaglerschools.com>, "Deising, Ryan" <deisingr@flaglerschools.com>, michael3@legalteamforlife.com

Hello Mr. Peacock, please see my response that is attached to this email. Have a great day.

LaShakia Moore

Assistant Superintendent of Academics

Flagler Schools

MooreL@flaglerschools.com

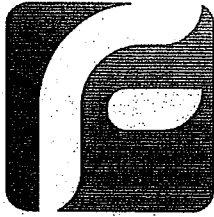
"A teacher affects eternity; he can never tell where his influence stops." Henry Brooks Adams

[Quoted text hidden]



Paul Peacock Level One Grievance with Supporting Reasons.pdf

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Engage. Educate. Empower.

January 12, 2023.

DELIVERED VIA EMAIL ONLY

Paul Peacock
4550 Belle Terre Parkway
Palm Coast, FL 32164

Dear Mr. Peacock:

Re: Denial of Level One Grievance with Supporting Reasons

Consider this document a formal reply and denial to your level one grievance filed in accordance with School Board Policy 649 on December 30, 2022. Please note that this written reply has been delivered to you within the required (10) days, on January 12, 2023, as set forth in policy.

Since your allegations differ substantially from those written by you in your complaint dated 12/16/22 and those written by you in your complaint dated 12/30/22, both are reviewed and addressed in this grievance denial.

In the interest of providing you with a detailed response that addresses reasons why aspects of your complaint were denied, your complaints have been divided into sections. Complaint portions designated (A) are derived from your initial informal complaint as associated with section (A) of School Board Policy 649. Complaint portions designated (B) are derived from your level one grievance complaint as associated with section (B) of School Board Policy 649.

In section (A1) of your allegations noted in this document, you have failed to provide any documented evidence that wages were withheld for services rendered. I once again reference you to the **supplement agreement on November 22, 2021 as proof you were aware of the payment schedule for “the fiscal year.”**

Below is an excerpt from your complaint on 12/16/22 with the following allegation (Please see attached for entire email dated 12/16/22.)

(A1) Mr. Peacock wrote, “Flagler County Schools/Superintendent Mittelstadt has violated the Fair Labor Standards Act by withholding wages and refusing to pay the undersigned for services rendered. I have participated as a member of the bargaining team representing the management side for over 10 years and have been paid a supplement for my services beginning in 2017.”

In section (A2) of your allegations noted in this document, you have failed to provide any documented evidence that wages were withheld for services rendered. I once again reference you to the **supplement agreement on November 22, 2021 as proof you were aware of the payment schedule for “the fiscal year.”** In addition, you have offered no evidence that you contested this payment schedule at any time prior to this grievance even though your signature denotes agreement to the schedule months earlier.

Below is an excerpt from your complaint on 12/16/22 with the following allegation (Please see attached for entire email dated 12/16/22.)

(A2) Mr. Peacock wrote, “This compensation was for that particular year from January 1 - December 31. Bargaining took place throughout the year at various times and the implied contract was for service rendered during that year, always paid in arrears, on the dates listed above. I began the year designated as the Chief Negotiator and served in that capacity for the 2022 year, until in June, when I was abruptly removed from participation as the Chief Negotiator.”

In section (A2) of your allegations noted in this document, you failed to provide any written documentation that support your contention that the supplemental services you provided as Chief Negotiator were to take place for a calendar year. In fact, School Board Policy 601 states in part: **“A regular full-time employee is a person who is employed for a school term or for the school fiscal year to render the minimum number of hours each day as established by the Board for that position or job.”** No mention of calendar year exists in board policy for either a term of employment or for supplemental agreement purposes.

In section (A3) of your allegations noted in this document, you have failed to provide any written documentation that any supplemental contract, other than the signed supplemental agreement dated 11/22/21 exists. As such, there can be no “breach of contract.” The Superintendent has the right to determine who serves in any capacity on the bargaining team, and that right was exercised when you were removed.

Below is an excerpt from your complaint on 12/16/22 with the following allegation (Please see attached for entire email dated 12/16/22.)

(A3) Mr. Peacock wrote “While it is within your right to determine who serves in that role and on the bargaining team it is highly illegal to withhold pay for services already rendered and is a breach of contract.”

On Thursday, December 22, 2022 myself and Ms. Patty Wormeck, Chief Financial officer met with you regarding the informal complaint. As a result of this meeting, I sent the following email.

Moore, Lashakia <moorel@flaglerschools.com> Thu, Dec 22, 2022 at 3:35 PM
To: "Peacock, Paul" <peacockp@flaglerschools.com>
Cc: Cathy Mittelstadt <mittelstadt@flaglerschools.com>, michael3@legalteamforlife.com, "Ouellette, Robert" <ouelletter@flaglerschools.com>, Patty Wormeck <wormeckp@flaglerschools.com>, jppeacock@juno.com

Hello Mr. Peacock,

Thank you for meeting with me today. As we discussed today, in accordance with the Salary Supplement Request form that you signed on or before November 22, 2021, your negotiating services for Collective Bargaining were for the 2021-22 Fiscal Year. You were paid for those services on December 15, 2021. Please let me know if you have any further questions.

LaShakia Moore

Assistant Superintendent of Academics

Flagler Schools

MooreL@flaglerschools.com

"A teacher affects eternity; he can never tell where his influence stops." Henry Brooks Adams

[Quoted text hidden]

On Friday, December 30, 2022 you emailed me and six additional recipients stating that the document should be considered your "Formal Complaint."

In section (B1) of your formal level one grievance complaint as noted in this document, you have failed to provide any factual documentation as to why you are owed \$7,500.00. In addition, you have failed to provide any documentation to refute the supplement agreement you signed on 11/22/21 that stated the payment was for services rendered during the fiscal year.

Below is an excerpt from your complaint on 12/30/22 with the following allegation (Please see attached for entire email dated 12/30/22.)

Mr. Peacock wrote, "Attached hereto and incorporated herein is my formal complaint on the proper form."

(B1) Mr. Peacock wrote, "I am not satisfied with the informal resolution as it was basically a denial of my request to be paid the \$7500 supplement FESPA Collective Bargaining - Chief Negotiator (\$6,000.00) and FCEA Collective Bargaining (\$1,500). I was provided a copy of the supplement agreement signed on 11/22/2021 and the email states I was paid on December 15, 2021 in advance for services that were to be delivered from December 16, 2021 through June 30, 2022".

In section (B2) of your formal level one grievance complaint as noted in this document, now alleged a violation of state statute with the contention that salaries of employees were wrongfully paid in advance of services rendered due to school closures required by Hurricane Ian. This is an unrelated topic to your grievance because it deals with the "salary" of employees and your

allegations deal with a “supplemental agreement” for services rendered for job done above and beyond those required by your job description as part of your salary. You have failed to provide any documented evidence linking a salary issue with your grievance of supplemental payments.

Below is an excerpt from your complaint on 12/30/22 with the following allegation (Please see attached for entire email dated 12/30/22.)

(B2) Mr. Peacock wrote, “Please help me understand how the actual supplement request form and the practice of paying for services in advance does not violate Florida Statute 1011.60(3)(c). I received Guidelines for Hurricane Ian Make-Up Days from the district and included in said communication it was made very clear that per F. S. 1011.60(3)(c) “no salary payment shall be paid to any employee in advance of service being rendered”. Has Flagler County Schools broken this law in paying me for the past 7 years or was I paid for my services each year on a calendar year schedule?”

To Answer section (B3) of your formal level one grievance complaint, the Superintendent does not stipulate to waiving any portion of the grievance process as written in School Board Policy 649.

Below is an excerpt from your complaint on 12/30/22 with the following allegation (Please see attached for entire email dated 12/30/22.)

(B3) Mr. Peacock wrote, “Based on the complaint procedure and that my complaint is to be considered by my supervisor at Level one and the Superintendent at Level two and that Ms. Middelstadt has denied my request to be paid the supplement, can we so stipulate and begin making preparations for the Board appeal? Please advise where we are in the process.”

Section (B4) does not state allegations relevant to the specific grievance set forth regarding supplemental payments for services rendered. The matters listed in this section would need to be addressed at future date if the grievance process progressed to level three.

Below is an excerpt from your complaint on 12/30/22 with the following allegations (Please see attached for entire email dated 12/30/22.)

(B4) Mr. Peacock wrote, “Unless Superintendent Mittelstadt approves paying the total supplement of \$7500 please consider this a request to be placed on the board agenda for appeal. At the appeal I will be petitioning the board to disqualify Colleen Conklin and Cheryl Massaro from participation in the appeal process based on multiple acts of malfeasance and libelous statements directed at me or about me and I will provide signed affidavits and copies of board related communications gathered through public records request as proof of the disparate and unprofessional treatment I have been subjected to by these two individuals.

In Accordance with School Board Policy, you have (10) days to provide a written complaint to the Superintendent for consideration as a level two grievance.

Respectfully,

Lashakia Moore
Assistant Superintendent

Enc. 12/16/22 email with informal complaint
12/22/22 email with informal complaint disposition
12/30/22 email with formal level one grievance
November 22, 2021 signed Supplement Agreement

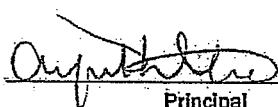
cc. Cathy Mittelstadt, Superintendent

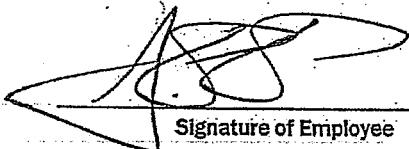


Flagler County Schools
Human Resources Department
Salary Supplement Request

Dept./School:	Effective Date of Supplement:	
COACHING WILL NOT BE ALLOWED UNTIL A VALID CERTIFICATE HAS BEEN ISSUED		
Recommendation for salary supplement to be awarded to:		
Supplement to be Awarded to <u>Paul Peacock</u> Last 4 digits of SSN: <u>2642</u>		
for extra activities and responsibilities required in the following positions as indicated on the officially adopted instructional salary supplement schedule.		
**VALID COACHING CERTIFICATE <input type="checkbox"/> **VALID FINGERPRINTS <input type="checkbox"/>		
**COACHING PAYMENT WILL NOT BE ISSUED UNTIL THE ABOVE REQUIREMENTS ARE MET.		
CLUB SUPPLEMENTS WILL BE PAID ACCORDING TO DISTRICT PROCEDURES		
COACHING SUPPLEMENTS ARE PAID THE 15TH OF NOVEMBER, DECEMBER, FEBRUARY, MARCH, MAY. MONTH OF PAYMENT IS DEPENDENT UPON END OF INDIVIDUAL SPORT SEASON		
Account Code Strip: FUND <u>0100</u> FUNCT <u>7730</u> OBJ <u>0140</u> CTR <u>0001</u> PROJ <u>21600</u>		
Name of FCEA Salary Supplement	Start/End Date	Amount
FESPA Collective Bargaining - Chief Negotiator	2021-22 Fiscal Year	\$ 6,000
FCEA Collective Bargaining	2021-22 Fiscal Year	\$ 1,500
Total		\$ 7,500

PAYMENT OPTIONS:

Recommended By: 
Principal


Signature of Employee

Date: 11/22/2021

Dept./School Bookkeeper

- Copies:

 - Human Resources
 - Employee Personnel File
 - Principal's File
 - Employee

Approved By: _____
**Athletic Director

Approved By: 
Superintendent or Designee

Yellow



Book	School Board Policy Manual
Section	Chapter 6: HUMAN RESOURCES
Title	Employment Defined
Code	601
Status	Active
Legal	STATUTORY AUTHORITY 1001.41 1012.22 1012.23, F.S. LAWS IMPLEMENTED 1001.43 1012.22, F.S.
Adopted	September 15, 1998
Last Revised	January 20, 2004

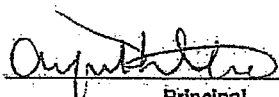
- I. Full-time. A regular full-time employee is a person who is employed for the school term or for the school fiscal year to render the minimum number of hours each day as established by the Board for that position or job.
- II. Part-time. A part-time employee is a person who is employed to render less than the number of hours each day as established by the Board for a regular full-time employee.
- III. Temporary. A temporary employee is a person whose employment is expected to be for a limited time to fill a vacancy for which a permanent employee is not available or to perform some work of a temporary nature. Such employment will cease at the close of the school term or school fiscal year or when the temporary work has been completed. A temporary employee may be a part-time or a full-time employee.

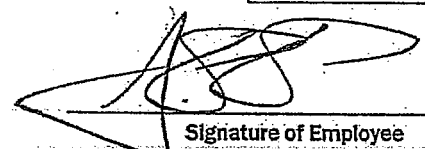


Flagler County Schools
Human Resources Department
Salary Supplement Request

Dept./School:	Effective Date of Supplement:	
COACHING WILL NOT BE ALLOWED UNTIL A VALID CERTIFICATE HAS BEEN ISSUED		
Recommendation for salary supplement to be awarded to:		
Supplement to be Awarded to <u>Paul Peacock</u> Last 4 digits of SSN: <u>2642</u>		
for extra activities and responsibilities required in the following positions as indicated on the officially adopted instructional salary supplement schedule.		
**VALID COACHING CERTIFICATE <input type="checkbox"/> **VALID FINGERPRINTS <input type="checkbox"/>		
**COACHING PAYMENT WILL NOT BE ISSUED UNTIL THE ABOVE REQUIREMENTS ARE MET.		
CLUB SUPPLEMENTS WILL BE PAID ACCORDING TO DISTRICT PROCEDURES.		
COACHING SUPPLEMENTS ARE PAID THE 15TH OF NOVEMBER, DECEMBER, FEBRUARY, MARCH, MAY. MONTH OF PAYMENT IS DEPENDENT UPON END OF INDIVIDUAL SPORT SEASON		
Account Code Strip: FUND <u>0100</u> FUNCT <u>7730</u> OBJ <u>0110</u> CTR <u>0001</u> PROJ <u>21600</u>		
Name of FCEA Salary Supplement	Start/End Date	Amount
FESPA Collective Bargaining - Chief Negotiator	2021-22 Fiscal Year	\$ 6,000
FCEA Collective Bargaining	2021-22 Fiscal Year	\$ 1,500
Total		\$ 7,500

PAYMENT OPTIONS:

Recommended By: 
 Principal


 Signature of Employee

Date: 11/22/2021

Dept./School Bookkeeper

Copies:
 Human Resources
 Employee Personnel File
 Principal's File
 Employee

Approved By: _____
 **Athletic Director

Approved By: 
 Superintendent or Designee

Select Year:

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

[Title XLVIII](#)

[Chapter 1011](#)

[View Entire Chapter](#)

EARLY LEARNING-20 EDUCATION CODE

PLANNING AND BUDGETING

1011.60 Minimum requirements of the Florida Education Finance Program.—Each district which participates in the state appropriations for the Florida Education Finance Program shall provide evidence of its effort to maintain an adequate school program throughout the district and shall meet at least the following requirements:

(1) **ACCOUNTS AND REPORTS.**—Maintain adequate and accurate records, including a system of internal accounts for individual schools, and file with the Department of Education, in correct and proper form on or before the date due as fixed by law or rule, each annual or periodic report that is required by rules of the State Board of Education.

(2) **MINIMUM TERM.**—Operate all schools for a term of 180 actual teaching days or the equivalent on an hourly basis as specified by rules of the State Board of Education each school year. The State Board of Education may prescribe procedures for altering, and, upon written application, may alter, this requirement during a national, state, or local emergency as it may apply to an individual school or schools in any district or districts if, in the opinion of the board, it is not feasible to make up lost days or hours, and the apportionment may, at the discretion of the Commissioner of Education and if the board determines that the reduction of school days or hours is caused by the existence of a bona fide emergency, be reduced for such district or districts in proportion to the decrease in the length of term in any such school or schools. A strike, as defined in s. [447.203\(6\)](#), by employees of the school district may not be considered an emergency.

(3) **EMPLOYMENT POLICIES.**—Adopt rules relating to the appointment, promotion, transfer, suspension, and dismissal of personnel.

(a) Such rules must conform to applicable law and rules of the State Board of Education and must include the duties and responsibilities of the district school superintendent and school board pertaining to these and other personnel matters.

(b) All personnel shall be paid in accordance with payroll period schedules adopted by the school board and included in the official salary schedule.

(c) No salary payment shall be paid to any employee in advance of service being rendered.

(d) District school boards may authorize a maximum of six paid legal holidays which shall apply to the total annual number of required days of service adopted by the board.

(e) Such rules may include reasonable time for vacation and absences for further professional studies for personnel employed on a 12-month basis.

(f) Such rules must not require more than 10 calendar months of service for principals, other school site administrators, and instructional staff, as prescribed by rules of the State Board of Education, excluding Sundays and other holidays. Principals, other school site administrators, and instructional staff may serve more than 10 calendar months of service if specifically approved by the district school board. Contracts for 12 months of service may include reasonable allowance for vacation or further study as prescribed by the school board in accordance with rules of the State Board of Education.

(4) SALARY SCHEDULES.—Expend funds for salaries in accordance with a salary schedule or schedules adopted by the school board in accordance with the provisions of law and rules of the State Board of Education. Expenditures for salaries of instructional personnel must include compensation based on employee performance demonstrated under s. 1012.34.

(5) BUDGETS.—Observe fully at all times all requirements of law and rules of the State Board of Education relating to the preparation, adoption, and execution of budgets for district school boards.

(6) MINIMUM FINANCIAL EFFORT REQUIRED.—Make the minimum financial effort required for the support of the Florida Education Finance Program as prescribed in the current year's General Appropriations Act.

(7) DISTRICT EDUCATIONAL PLANNING.—Maintain a system of planning and evaluation as required by law.

History.—s. 653, ch. 2002-387; s. 169, ch. 2004-5; s. 67, ch. 2004-41; s. 27, ch. 2009-59; s. 17, ch. 2018-5; s. 15, ch. 2020-3.