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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