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June 2, 2023

*Via Email: [gavink@flaglerschools.com](mailto:gavink@flaglerschools.com)*

Ms. Kristy Gavin  
School Board Attorney  
Flagler County School Board  
1769 East Moody Blvd  
Bunnell, FL 32110

Re: Wadsworth Elementary School Investigation

Dear Ms. Gavin:

As you are aware, Mr. Peacock submitted the attached response regarding this investigation on May 26, 2023 at 6:32 pm. I informed him at the conclusion of our interview on May 19 that any additional information should be provided to me no later than 5:00 pm on May 26. Mr. Peacock sent his response by email only to my assistant despite the fact that I had previously provided my email address to him and his attorney. Because our offices were closed for the Memorial Day holiday on May 29, I was not aware of Mr. Peacock's response until after I had completed my report and submitted it to the District. In order to give Mr. Peacock every opportunity to present information for consideration, I have carefully reviewed his untimely submission. The information does not change any of my findings of fact or conclusions that Mr. Peacock violated the policies and regulations identified in my report. In fact, Mr. Peacock's submission continues his pattern of misrepresenting facts and disregard for the truth.

I have focused my analysis of Mr. Peacock's submission only on his response to the complaint of Mr. Oullette because I have already concluded that there was not reasonable cause to conclude that Mr. Peacock committed violations in regards to the other complaints. However, Mr. Peacock makes several statements in his response regarding Mr. Ouellette that are dishonest. For instance, Mr. Peacock characterizes his communication to Lashakia Moore as simply an email that should have been addressed with an informal meeting to discuss his concerns rather than through an investigation. In fact, Mr. Peacock's email to Ms. Moore dated October 18, 2022 at 5:19 pm is titled "Formal Complaint." Mr. Peacock describes his attached document in the email as a formal complaint. This is also the name of document. It is obvious that Mr. Peacock intended for the school district to start a formal investigation of Mr. Oullette as a result of this email. Mr. Peacock's suggestion otherwise in his May 26 response is extremely dishonest.

Next, Mr. Peacock claims that "I am not sure how Mr. Oullette can claim harassment and retaliation from one email sent to the Assistant Superintendent regarding my concerns, but regardless, I have pursued the matter no further." The facts show that this statement is also not



true. Mr. Peacock copied the Superintendent and his attorney on this email. The attached Formal Complaint from Mr. Peacock also showed that a copy was sent to his attorney. Including Mr. Peacock's attorney conveys the threat of legal action. If the threat of legal action against Mr. Oullette was implied, Mr. Peacock including "PSIV Investigator, Office of Professional Practices Services, Division of Public School (*sic*), Florida Department of Education 325 West Gaines Street, Turlington Building, Room 224, Tallahassee, Florida 32399-0400" was an overt threat to Mr. Oullette's professional certification and career. Mr. Peacock's continued dishonesty is further evidence for the conclusions previously detailed in my report of May 29, 2023.

Sincerely,

A handwritten signature in black ink, appearing to read 'DMD', written in a cursive style.

David M. Delaney

DMD:lp

May 26, 2023

Sent via email only to: Mr. David Delaney, Esquire and Mr. Michael Chiumento, Esquire

On April 18, 2023 I was first made aware that a complaint had been filed when I was contacted by your law firm to schedule an interview. During our meeting on May 19, 2023, I was informed of the complaint(s) your firm had been asked to investigate.

I have attempted to directly answer the questions and address the accusations that you brought forward in our interview meeting Friday last in the following format. Name, alleged violation, contractual relevant background, witness(s). The time frame that all of the alleged violations took place was in July or August 2022. The contractual process was not followed as all of the individuals fall under either the FESPA or FCEA contract. If I have missed anything or failed to respond to all of your investigatory questions, please let me know and allow me the opportunity to respond.

Context: I was to be the 8<sup>th</sup> principal at Wadsworth Elementary School since 2010 (Stewart Maxcy, Carla Taylor, Robin Dupont, Jacob Oliva, John Fanelli, Anna Crawford, Mary Kate Parton) for an average of approximately 2 years per principal with the last principal not renewed after only one year. In my first year as the WES Principal, I believed some restructuring was necessary for the benefit of the school, students and staff. I was demoted from my position as the Chief of Operations for the Flagler County School District and assigned to the principalship at Wadsworth Elementary School during the month of June. My first official day as Principal was July 1, 2022. All of the decisions regarding personnel and assignments had been made by the outgoing principal, who was not renewed, after only one year of service. Superintendent Mittelstadt was supportive of my transition back to the position of school principal from which I was away from for only 1 year. After listening sessions regarding WES faculty, staff and stakeholders and what they were looking for in a leader she made the statement that I was the right person for the job and would lead WES based on my proven record of success at Indian Trails Middle School during my 9-year tenure as Principal. She allowed the transfer out of the then current administrative team (2 Assistant Principals) and allowed me to bring in my first choice for Assistant Principal. It was understood that restructuring would be supported including reassignments. On multiple occasions it was communicated that the changes to Wadsworth were having a very positive affect. Several teachers that had declared for retirement at the end of the year withdrew their paperwork and decided to continue to work at WES due to the support and significant positive changes to the climate and culture.

**Danielle Green**

Alleged Violation: Transition from School Secretary to Guidance Secretary

Article 7.06

C. Employees who are involuntarily transferred by the Board and whose transfer is not related to substandard job performance as supported by performance evaluation shall continue to

receive their same rate of pay. He/she shall suffer no loss of pay, and also will continue to receive all bargained raises.

Danielle Green was emotional about the change in assignment but outwardly agreeable to the reassignment stating she had worked hard to become the school secretary but was a “team player” and would accept the change. The reassignment was listed as an involuntary reassignment because Ms. Green’s first choice would be to remain as the School Secretary. Ms. Green had been the School Secretary for the outgoing principal for the past year. The discussion with Ms. Green was to move her into the Guidance Secretary position with an emphasis to work directly with Assistant Principal Chris Tincher. The Guidance Secretary position had previously been a 226-day position but was made a 261-day position in the restructuring process. I am not aware that Ms. Green ever lost any pay. Based on past practice and the timing of the reassignment Ms. Green should have remained on her current payroll status until the end of that school year ending on June 30, 2023 with no decrease in pay including the number of days worked. This was in process and accomplished after discussion with the finance department to make the Guidance Secretary 261 days and reduce the Receptionist position to 226 days. These changes would take effect for the 23-24 school year or upon a resignation. When a Personnel Action Form is submitted and signed by the principal it goes to the HR department for final approval. If Ms. Green was not paid according to her School Secretary 261-day contract it should have been reported and Ms. Green made whole immediately. Ultimately Ms. Green applied for and accepted a position with the HR department.

Witnesses: Assistant Principal Chris Tincher and School Secretary Nicole Puritus

**Britney Rogers**

Concern: Alleged I did not return her emails.

In reviewing all emails to and from Ms. Rogers I received one request for a 10-minute meeting on August 4, 2022. In dealing with emails typically I go directly to the person and talk. My practice is the 3 D’s Delete, Delegate, Deal with it. I ask our faculty and staff if they begin a third sentence in an email it is probably better to pick up the phone or go visit in person. Most of the emails I received from Ms. Rogers I had just been copied on and were addressed to Chris Tincher, AP who was her go to administrator, Nicole Puritus, School Secretary or Marquez Jackson, Director of Student Services. Ms. Rogers served as the school nurse. Ms. Rogers resigned on September 6, 2022 and her last day was September 19, 2022.

Witness: Chris Tincher, Nicole Puritus

**Mary Ann Quinci-Suwinski**

Concern: Anchoring of Safe, Kitchen remodel, furniture expenditures

Ms. Quinci-Suwinski had served at WES for many years and was due to retire I believe in October of 2022.

Interview questions:

As to your question regarding the anchoring of the safe that she requested to be anchored. I communicated with Ray Jones our Maintenance Supervisor and turned the matter over to maintenance with the instruction to complete the task if it was required. Multiple schools in Flagler do not have their safe anchored in any way. Ray Jones determined that this was not a requirement and closed the work order ticket.

As to the matter of the kitchen remodel and furniture expenditures the entire kitchen remodel consisted of removing the mailboxes and a bulletin board and applying a fresh coat of paint. Two of the approximately 12 high top tables from the teacher lounge were relocated to the kitchen. The tables had been donated by a local church with no cost to the district. I brought a dining table from my home. Fellowship/Listening sessions were held weekly for every teacher group by grade, support staff, custodial staff, maintenance staff, and paint crew. The scheduled events in the kitchen were well received and documented on social media. A microwave, hot plate and various kitchen supplies were purchased as well as food.

As to the furniture order, Joey Dipuma coordinates furniture purchases for Flagler County Schools. He provides suggestions for the furniture layout. The order was placed prior to a scheduled price increase and modified multiple times in trying to coordinate the purchase to benefit from the savings of multiple purchases within the district. Three full offices and two conference rooms were furnished in a conservative manner. The company, Perdue, is the primary vendor for Flagler County Schools. The district office purchases at the Government Services Building for the last 3 years alone I would say conservatively approach one half million dollars. All of this type of purchases and relevant information can be verified, and must be approved, by the Finance Department. Also, the standard operating procedure applied in all district purchases of this type include a fee for assembly and installation which is required for the furniture to be warrantied.

Witnesses: Patty Wormeck, CFO, Ryan Deising, CTO, Joey Dipuma, Technology Department

Grievance Procedure

E. Written grievances as required here shall adhere to the following: 1. Shall be signed by the grievant(s). 2. Shall be specific and related to the alleged violation. 3. Shall contain a synopsis of the facts giving rise to the alleged violation. 4. Shall cite the section or subsections alleged to have been violated. 5. Shall contain the date of the alleged violation. 6. Shall specify the relief

requested. 7. Grievances shall be processed as rapidly as is possible to obtain full facts on which to base sound judgment with the number of days indicated at each step to be considered as maximum. 8. Time limit may be extended by mutual consent. 9. The administrator or his/her designee shall provide the Association with copies of all available documents relevant to the grievance within forty-eight (48) hours prior to the grievance meeting.

F. Grievance Procedure 1. Informal. Whenever an employee or the Association alleges a contractual violation, the Association may choose to confer with the administrator or his/her designee on an informal basis to reach a mutually satisfactory solution to the grievance within fifteen (15) workdays following the date of alleged violation. Responses from the administrator or his/her designee to the informal grievance must be presented to the grievant within fifteen (15) workdays following the informal meeting.

Danielle Green, Britney Rogers, Mary Ann Suwinski falls under the FESPA contract. The timeline of the events as recorded above occurred months before I was made aware of any investigation or complaint which notification was when I received your request for an interview. The appropriate procedures were not followed and timelines were not met for such a grievance.

### **Marion Hake, Stacey Smith**

ARTICLE XVIII (18): TRANSFERS AND REASSIGNMENTS A. A transfer is a change in teaching position from one work location to another, excluding countywide assignments. A transfer is also any change which would cause an instructional staff to teach any part of the day at a different school from his/her current school assignment, excluding countywide assignments. A reassignment is from one subject area or department to another, or from one grade to another, within the same work location. B. Principals shall keep their faculties informed as to vacant positions in their schools by posting such vacancies at the instructional staff sign-in location and/or communicating electronically, through email. Instructional staff who would like to change from grade and/or subject assignment within a school shall file a written statement of such desire with the principal. Candidates interviewed for positions will be notified in writing or a personal phone call when the position has been filled. C. All changes in assignment should be voluntary; however, the principal may make changes in instructional staff assignments at his/her own discretion when he/she deems it to be in the best interest of students, faculty, and educational program of the school. Such assignment changes may only be to areas for which the instructional staff is fully qualified and may not cause an instructional staff to work out-of-field. Principals shall strive to minimize the number of core academic subject area assignments. When such changes are made, the reason(s) for the assignment shall be given in writing, if requested. Providing a reason will in no way limit the principal's discretion in making such assignments. Such reassignments shall not be used as a punitive measure.

Article X (10): General Employment Practices. D. A tentative teaching assignment shall be provided to each instructional staff no later than two weeks prior to the last post-planning day of the school year. Annual Contract (AC) and probationary instructional staff shall be notified no later than two weeks prior to the last post-planning day of the school year as to whether their contract will be renewed for the following school year. A tentative schedule shall be provided

to each instructional staff two weeks prior to the beginning of the second semester, if there is to be a change in the instructional staff's schedule for the second semester.

Ms. Hake was reassigned to a position at Wadsworth Elementary in compliance with the FCEA contract and ultimately resigned and accepted a position at Old Kings Elementary. Stacey Smith was reassigned from a 5<sup>th</sup> grade to a 4<sup>th</sup> grade assignment in compliance with the FCEA contract and has been on a leave of absence for the majority of the year.

Witness: Chris Tincher, Nicole Puritus

### **Suzanne Bott**

Ms. Bott served as the behavior interventionists and was hired during the previous year as a first-year teacher. Her role at WES was to monitor in school suspension. The Behavior Interventionist role in the elementary school is that of a dean. This position requires experience in student conduct management. This position is most often filled by an experienced staff member with a person possessing a Master's Degree in Educational Leadership. In my interviews with staff when newly hired as the principal of WES the handling of student discipline was a major concern. When attempting to reassign Ms. Bott it was discovered that her only certification was in General Science. In discussing this situation with the HR department, Bob Ouellette was able to find an opening in her subject area certification. Ms. Bott applied for and was hired as a Science teacher at BTMS.

Ms. Hake, Stacey Smith, Suzanne Bott falls under the FCEA contract. The grievance procedure for instructional staff is the same as the FESPA contract as referenced above. I am not aware of any grievance filed at all much less within the contractual obligation in writing "within 15 work days of the alleged violation".

Witness: Chris Tincher

### **Bob Ouellette**

Allegation: Retaliation and harassment.

On April 18, 2023 I was first made aware that a complaint had been filed when I was contacted by your law firm to schedule an interview. During our meeting on May 19, 2023, I was informed of the complaint your firm had been asked to investigate. Prior to this date I had no knowledge Mr. Ouellette had levied a complaint against me.

As I understand it Mr. Ouellette filed a complaint regarding an email I sent to Lashakia Moore regarding his investigatory manner. The email was my perception of the situation due to the manner in which I felt I was being treated. As opposed to having an informal meeting to discuss my concerns with Mr. Ouellette, Ms. Moore conducted an investigation. I searched my email from Ms. Moore and cannot find anywhere that I was informed of a finding. My recollection is

that should it be necessary to investigate a grievance in the future Mr. Ouellette would not be part of the investigation. Ms. Moore interviewed several of the WES staff regarding my concern raised in said email. The initial complaint against me that was being investigated by Mr. Ouellette was determined to be unsubstantiated. As of the date, September 28, 2022, the Office of Professional Standards Investigative Summary, "There are no previous dispositions by the Professional Standards Committee regarding Mr. Paul Peacock." The Professional Standards Committee reported on October 25, 2022, "As a result of the Professional Standards Committee review of the investigation, they have concluded the accusation against you is unsubstantiated. Please consider this matter closed." I am not sure how Mr. Ouellette can claim harassment and retaliation from one email sent to the Assistant Superintendent regarding my concerns, but regardless, I have pursued the matter no further. I am not aware of the findings of Ms. Moore's investigation. Just as I was accused and had a complaint levied against me, I believe I am within my rights to do the same. Whether or not the allegation is substantiated or unsubstantiated is not my decision. The email in question is my only communication about the subject of my complaint against Mr. Ouellette.

Witness: Lashakia Moore, Assistant Superintendent, Chris Tincher, Nicole Puritus

Thank you for your time and diligence in this investigation that Flagler County Schools has retained you to complete. Please do not hesitate to contact me if you have any further questions or need clarification on this matter.

Respectfully submitted,

Paul Peacock, Principal  
Wadsworth Elementary School  
Flagler County Schools





**WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.**  
**FLAGLER COUNTY SCHOOL BOARD**  
**INVESTIGATION REPORT RE: WADSWORTH ELEMENTARY SCHOOL**  
May 29, 2023

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## **INTRODUCTION AND SCOPE**

Weiss, Serota, Helfman, Cole + Bierman (“the Firm”) was retained to conduct an independent investigation of the Complaints brought by Robert Ouellette, Chief of Human Resources, Danielle Green, Britney Rogers, Suzanne Bott, Marion Hake, Stacey Smith, and MaryAnn Quinci-Suwinski, against Wadsworth Elementary School (WES) Principal, Paul Peacock. Ms. Smith’s complaint was directed more broadly at the entire administration at WES. The firm was instructed to complete an independent investigation of the aforementioned employees’ allegations to determine whether Mr. Peacock had committed any violation of School Board policies, the Florida Administrative Code, or Florida statutes.

## **METHODOLOGY**

The Firm employed standard investigative practices for this investigation. I did not need or utilize any external third parties for any forensic examination, data recovery, or any other reason. In conducting this investigation, I followed the procedures set forth in Flagler County School Board Policies, in particular 650 and 651. The standard used for making a determination in this investigation was whether there is reasonable cause to believe that a violation of district policy, state regulations, or state law occurred. Black’s Law Dictionary defines reasonable cause as facts that would lead a person of ordinary care to believe and consciously entertain honest and strong suspicions that the person committed the act in question.

I conducted detailed interviews with multiple individuals who currently work or previously worked for the School District as discussed further below. I informed the witnesses about the nature of the investigation and my role as an independent investigator. The findings contained in this Report are based on witness interviews and documents provided to me, including the complaints of the individuals identified above, which are attached as Exhibit A. I provided each witness, including Mr. Peacock, the opportunity to submit additional relevant documents and identify additional witnesses. I interviewed Mr. Peacock on May 19, 2023. He did not provide any names of witnesses or documents by the agreed upon deadline of May 26, 2023.

## **BACKGROUND**

Paul Peacock is employed by the School District of Flagler County as Principal of WES. He has served in that position since June 2022. This investigation stems from complaints filed by multiple employees during his tenure at WES.

I was asked to investigate the complaints of the employees previously identified. Mr. Ouellette completed his investigation of a complaint by Ms. Cencebaugh. This complaint was ultimately found to be unsubstantiated. She was interviewed by me as a witness to these matters. Although Mr. Ouellette had begun investigating the complaints of Ms. Bott and Ms. Hake, he was unable to complete these investigations because Mr. Peacock filed a complaint against Mr. Ouellette after receiving a notice to appear from Mr. Ouellette regarding Ms. Cencebaugh on October 13, 2022. Mr. Peacock’s complaint against Mr. Ouellette was completed by Assistant Superintendent Moore. That investigation and outcome is also a part of the documentation I have reviewed. The

District's Professional Standards Committee reviewed the investigation and concluded Mr. Peacock's accusation against Mr. Ouellette was unfounded. Despite this fact, Mr. Ouellette did not believe he could proceed with finalizing the two investigations involving Ms. Bott and Ms. Hake to avoid any concern that Mr. Ouellette was biased against Mr. Peacock due to Mr. Peacock's filing of a complaint against Mr. Ouellette.

## **INTERVIEW SUMMARIES**

Below are summaries of the witnesses I interviewed. All interviews were conducted by myself in person with the witnesses, with the exception of Allison Cencebaugh whom I interviewed by telephone.

### **Interview with Suzanne Bott**

Ms. Bott worked as a Behavior Interventionist at WES. She described her role as very similar to a Dean. She first began working in the district in August 2019. She started at WES in October 2021 as a teacher on special assignment. She did not know Mr. Peacock and first met him in June 2022 when he began as Principal at WES.

Ms. Bott stated that during her first conversation with Mr. Peacock he told her that she would have to apply for and interview with him for the position of Behavior Interventionist. Ms. Bott stated that Mr. Peacock told her that "You have to reapply for your job because other men are out there." Mr. Peacock denies making this statement and denies that he has ever made a staffing decision on the basis of gender, race, religion or any other discriminatory basis. Mr. Peacock noted that Ms. Bott had less than two years of experience in addressing student behavior. He ultimately selected a male Dean with whom he had worked for several years at Indian Trails Middle School and had more experience as a Dean than Ms. Bott. Ms. Bott stated that during this conversation that Mr. Peacock was "stern and matter of fact". She also described him as "very assertive" and that he "did not let me get a word in edgewise." She stated no voices were raised during this conversation, but she felt that Mr. Peacock did not want her on campus. Therefore she did not bring up the fact that she had previously received a letter in mid-May that "her position was renewed." Ms. Bott believed that her reappointment had been approved by the School Board.

It should be noted that a review of the School Board agendas from this time frame reflect that Ms. Bott and several other employees in this investigation had already been recommended by the Superintendent for reemployment and approved by the School Board when Mr. Peacock began assembling his staff at WES. However, these agendas state only that the employee had been renewed with another contract. The agendas do not state for what position the employee would be working in the upcoming 2022-2023 school year. Nevertheless, Ms. Bott states that she had received a renewal letter from Human Resources indicating that she would be assigned to her same position in the upcoming school year. Ms. Bott was unable to produce a copy of this letter. It was not part of her personnel file. I requested a copy of this letter from Human Resources, but it was not able to be located.

Ultimately, I have concluded that the missing renewal letter and School Board reappointment are not dispositive of this issue. Instead, the School Board's collective bargaining agreement with the

Flagler County Educator's Association provides Principals a great deal of authority and discretion in assigning employees to positions. Article X: Transfers and Reassignments states that:

**“the principal may make changes in teacher assignments at his/her own discretion when he/she deems it to be in the best interest of students, faculty, and educational program of the school. Such assignment changes may only be to areas for which the teacher is fully qualified and may not cause a teacher to work out-of-field.”**

Therefore, a principal is permitted to reassign a teacher to a position on his or her campus so long as that teacher is properly certified. In this case, Ms. Bott was certified to teach middle school science. Mr. Peacock offered her a position at WES teaching first grade, which would not have been in compliance with the contract or the scope of his authority. When I questioned Mr. Peacock on this issue, he stated that he spoke with Mr. Oullette by telephone, and it was determined that Ms. Bott would be placed at Indian Trails Middle School within her area of certification. There is no documentation of this conversation one way or the other to determine exactly what transpired. However, there is a Human Resources Department PAF form signed by Jewel Johnson on July 28, 2022 as the designee of the Superintendent approving the transfer from WES to BTMS. The fact that this transfer was approved by an authorized district staff member without any reprimand to Mr. Peacock lends credibility to his position that he did not do anything wrong or was misinformed by Human Resources.

#### Interview with Allison Cencebaugh

Ms. Cencebaugh was a witness regarding this investigation. I questioned her about new issues that were not previously raised in her complaint about Principal Peacock which was found to be unsubstantiated. Ms. Cencebaugh is unhappy that Mr. Peacock declined her efforts to start a mentorship program as part of her work on the PBIS team. He also did not approve her plan to implement reflection sheets during in school suspension. She also stated that Mr. Peacock hired a paraprofessional who Ms. Cencebaugh thinks was less qualified than her preferred person for the job. Ms. Cencebaugh had been in charge of the social media and website for WES for one year prior to Mr. Peacock's arrival. Then she said that her responsibilities for the website were reduced, and she was no longer in charge of the social media accounts. Ms. Cencebaugh acknowledged that she did not sign a stipend form for the 2022-2023 school year which documents her responsibility for the website and social media duties. I did not find that any of these issues separately or collectively amounted to any sort of violation by Mr. Peacock.

#### Interview with Danielle Green

Ms. Green began working with the district in 2019 as a front office aide at WES. After two years she was promoted the position of Principal's secretary. When Mr. Peacock came to WES, she had very limited experience in her position. She did not know Mr. Peacock when he started at WES, however she was upset when he moved her to the position of Guidance Clerk. She stated that this

would have reduced her number of work days per year from 261 to 226, which she felt was unfair. Nevertheless, she acknowledges that she did not have a contract that guaranteed her right to her previous position. She was also unable to identify any rule or policy that would prevent her from being moved.

During my questioning of Mr. Peacock, he explained that he made the decision to change Ms. Green's position to increase efficiency. In addition, he knew, trusted, and had confidence in the person he chose as her replacement. Mr. Peacock stated that "I thought it was my right to make this change and worked with HR to make it smooth and within the rules." This statement is supported by a form dated July 15, 2022 in which Ms. Johnson in the HR Department approved of this change. Mr. Peacock stated that he relied on the guidance from the HR Department and this approval in making this change and was led to believe that it would not have any financial impact on Ms. Green. Overall, it seems reasonable that a Principal would be permitted to make this particular employee selection given the close working relationship it entails.

Ms. Green acknowledged that she has never seen Mr. Peacock yell at anyone, nor has he ever been rude to her. She did state that Mr. Peacock does not like being challenged. Based on his facial expressions, she believes that he does not like women who talk back to him. She stated that he has made derisive comments or rolled his eyes in exasperation after dealing with women who disagree with him. Mr. Peacock denied ever engaging in any such behavior. He also claimed that Ms. Green was upset with him after he criticized and suggested changes to a WES PTO fundraiser. Ms. Green was the PTO President.

#### Interview with Marion Hake

Ms. Hake was the Media Specialist at WES when Mr. Peacock came to the school. She has 44 years of experience in education and is certified in Gifted and as a Media Specialist. She began working at WES in January 2022. Similar to Ms. Bott, Ms. Hake believes that she has received a renewal letter prior to Mr. Peacock starting at WES. She was not able to produce this letter and does not recall it saying that she had been approved for a particular position. I was not able to obtain a copy from her personnel records. Mr. Peacock told Ms. Hake that she could interview for the Media Specialist position but ultimately chose another candidate. He then offered her a first grade position at WES for which she was appropriately certified. This appears to have complied with the collective bargaining agreement.

#### Interview with Bob Ouellette

Mr. Ouellette has held several positions related to Human Resources while employed by the School Board. During my interview he confirmed the accuracy of his March 6, 2023 complaint against Mr. Peacock which thoroughly describes his issues with Mr. Peacock. In particular we discussed Mr. Peacock's October 18, 2022 complaint against Mr. Ouellette that was determined to be unfounded. Mr. Ouellette's detailed description of events and meticulous documentation stands in significant contrast to Mr. Peacock's unsubstantiated claims of misconduct by Mr. Ouellette. For these reasons, I find much of Mr. Ouellette's complaint to be credible and to provide reasonable

cause to believe that Mr. Peacock has violated Board Policies and portions of the Principles of Professional Conduct and the Florida Educational Leadership Standards.

#### Interview with Britney Rogers

Nurse Rogers worked as a school nurse at WES from August 2020 to September 2022. She overlapped Mr. Peacock's tenure by about three and a half months before taking a nursing position outside the school system. Nurse Rogers said repeatedly that Mr. Peacock used a condescending tone with her. She also stated that "he makes you feel small, and not worthy, and that your position (job) is not safe." Nurse Rogers also stated that Mr. Peacock made her feel that since she was not a man, her concerns or opinions did not matter. As evidence, she noted that some of her emails went unanswered by Mr. Peacock.

Mr. Peacock denied her claims and stated that he barely remembers working with her because they were both at WES for such a short period of time. He did not recall having any negative interactions with Nurse Rogers. He did note that she appeared to be friends with Danielle Green, who may have been unhappy with him for changing her position. He denied deliberately ignoring any emails. However, he did note that he often delegates a response to his secretary rather than personally writing an answer to each email he receives.

#### Interview with Stacey Smith

Ms. Smith has been a third, fourth, and fifth grade teacher at WES since 2006. However, she has been on leave since October 12, 2022 for health reasons. Therefore she and Mr. Peacock only had about four months together at WES. During her interview, she raised numerous concerns about Mr. Peacock and the "toxic environment" he has created at WES. She blamed Mr. Peacock for setting a tone whereby other administrators at WES were part of the toxic environment. However, she failed to identify with specificity any particular actions by other administrators that she found objectionable, much less a violation of policy. When asked to elaborate she stated that Mr. Peacock's "tone of voice and demeanor and aggressive eye contact" were upsetting. She did point to Mr. Peacock's habit of walking around his office with a baseball bat that he would tap against his leg or in his hand as also intimidating. Mr. Peacock denied being aggressive in dealing with Ms. Smith or any other employees. He stated that he has the bat as a memento in his office and that it helps him think when he taps it. He denied any intent for the bat to be an intimidation tactic.

Ms. Smith made a number of other allegations such as Mr. Peacock being off campus for extensive amounts of time, Mr. Peacock "looking for revenge" against union personnel after being "demoted to WES", and Mr. Peacock mistreating her for her religious beliefs. However, upon follow up questioning, Ms. Smith acknowledged that these statements were based on second or third hand information from others or simple speculation on her part. She also pointed to several emails she sent to Mr. Peacock and a follow up conversation they had about cockroaches in her classroom. Nevertheless, she does not know whether or not Mr. Peacock took any action in response.

Mr. Peacock responded that there are often disagreements between the union representative at a school and the principal. He also noted that he changed Ms. Smith's teaching assignment from fifth grade to fourth grade to try to help his fourth grade students make more academic progress. He noted that this change was within Ms. Smith's area of certification, but sometimes employees do not like change or become frustrated by it.

#### Interview with MaryAnn Quinci-Suwinski

Ms. Quinci-Suwinski was the bookkeeper at WES until she chose to retire on October 28, 2022. She acknowledged that she does not really know what has happened at WES since she left. During the five months that she worked with Mr. Peacock, she described several occasions where she insisted that district procedures related to purchasing be followed by Mr. Peacock. For instance, in August 2022 she stated that Mr. Peacock wanted to use school capital funds to purchase a golf cart for the school. Ms. Quinci-Suwinski insisted that he could not use his preferred vendor for the purchase. Instead three quotes had to be obtained. This resulted in approval for the purchase being withheld from district level administrators. She also described Mr. Peacock purchasing furniture worth \$70,000 with capital funds but it was done with district level approval and oversight. Ultimately, in every single similar incident described by Ms. Quinci-Suwinski, it appears that purchasing safeguards prevented a misstep and that Mr. Peacock complied with the procedures cited to him. The only exception involved Mr. Peacock allegedly refusing to bolt down a safe at the school. Ms. Quinci-Suwinski was ultimately unable to cite to any rule or guidance that required this action.

She did state that occasionally Mr. Peacock would raise his voice and be mad at her when she asked questions. Mr. Peacock denied doing so. He stated that they had good conversations which were not strained. He believes that Ms. Quinci-Suwinski's role and influence had grown over the years due to the turnover in principals at WES. As Mr. Peacock tried to reestablish some boundaries, he believes that she became frustrated at her diminished influence.

#### Interview with Paul Peacock

I concluded the interviews in this matter with Mr. Peacock, so that he would have an opportunity to respond to allegations that had been made against him. We met for over two hours at the offices of his attorney, who was also present for the interview. We discussed the issues raised by each of the individuals listed in this report. At the conclusion of the interview, I requested and Mr. Peacock agreed to provide any relevant documents or lists of witnesses to interview in the following week. However, no additional information was received from Mr. Peacock. Overall, Mr. Peacock's responses when necessary have been provided in response to the witnesses described above.

## **INVESTIGATIVE FINDINGS AND CONCLUSIONS**

The allegations from Ms. Bott, Ms. Hake, Ms. Green, Ms. Rogers, Ms. Smith, and Ms. Quinci-Suwinski did not result in reasonable cause to believe that Mr. Peacock violated School Board Policies, the Florida Administrative Code, or Florida Statutes. This conclusion is based upon the interviews of the witnesses and documents reviewed. Most of the allegations in this matter came down to “she said versus he said” disputes. Contemporaneous documentation to convincingly resolve these disputes was not available. As a result, I did not have a basis for assigning more credibility to one witness over another.

Furthermore, many of the issues raised by complainants simply do not rise to the level of any sort of violation. Several of the witnesses acknowledged that Mr. Peacock did not raise his voice. Others simply complained about his tone of voice. Many of the complaints revolved around policies or procedures that could not be documented, such as job reassignments or transfers that differed from the collective bargaining agreement or bolting down a safe. Taken as a whole these statements are insufficient to support a finding adverse to Mr. Peacock.

This leaves the complaint made by Mr. Oullette dated March 6, 2023, which is meticulously documented and supported by a great deal of evidence. Mr. Peacock either failed to respond to many of the points made by Mr. Oullette or acknowledged the truth of Mr. Oullette’s statements during my interview of him. Examples include:

- Mr. Peacock’s October 18, 2022 letter claims that Mr. Oullette was engaged in “retaliation and harassment due to my reporting of multiple violations” presumably committed by Mr. Oullette. I was unable to find any evidence of these violations hinted at by Mr. Peacock. When I asked him directly about them during my interview, he stated that he would simply stand on the information contained in his letter. The letter is full of serious allegations but lacks enough evidence to be persuasive.
- The evidence in this matter confirms that Mr. Oullette was simply carrying out his job duties when he came to WES to investigate Ms. Cecenbaugh’s complaints, which means he was not harassing or retaliating against Mr. Peacock.
- During our interview, Mr. Peacock acknowledged that Mr. Oullette was within his job duties to conduct this investigation.
- Mr. Peacock admitted that Mr. Oullette was permitted to be on the campus of WES during the school day to conduct the investigation.
- Mr. Peacock admitted that he knew of no district policy that required Mr. Oullette to call ahead of time to announce his intent to come to WES.
- Mr. Peacock admitted that Mr. Oullette did not raise his voice or curse while at WES.
- Mr. Peacock admitted that Mr. Oullette went to the front office and then straight to Mr. Peacock’s office rather than walking around the campus.



- Mr. Peacock admitted that Mr. Oullette identified approximately four employees who he wanted to interview one at a time, not in a group.
- Mr. Peacock admitted that these employees did not have direct student supervisory responsibility.
- Mr. Peacock admitted that the only disruption to his campus involved the need to reschedule some meetings and teacher observations.
- Mr. Peacock admitted that Mr. Oullette never used “force” during his visit, but instead exhibited a “forceful demeanor and his personality was over the top.”
- Mr. Peacock admitted that Mr. Oullette did not violate any state statutes or board policies in relation to his use of “force” while at WES.

Therefore, I conclude that Mr. Peacock intentionally misrepresented Mr. Oullette’s actions while at WES in his letter of October 18, 2022. There is reasonable cause to believe that Mr. Peacock intended to thwart the ability of Mr. Oullette in carrying out his legitimate job duties. There is also reasonable cause to believe that Mr. Peacock intended to harm the reputation of Mr. Oullette with his false statements, particularly in reporting Mr. Oullette to the Office of Professional Practices of the Florida Department of Education. For these reasons, I find that there is reasonable cause to believe that Mr. Oullette’s complaints contained in Paragraph 1 a.,b.,c., and d. are supported by the evidence.

For the foregoing reasons, I do not find that there is reasonable cause to believe that Mr. Oullette’s complaints contained in Paragraph 2,3,4,5, and 6 are supported by the evidence.

Based on these findings of fact, I conclude that there is reasonable cause to believe that Mr. Peacock violated:

- 1) School Board Policies 511.2 Bullying and Harassment and 676 Professional Ethics;
- 2) Rule 6A-10.081, Florida Administrative Code, Principles of Professional Conduct for the Education Profession Florida (c), (b.2), (c.1), (c.4), (c.5), (c.8), (c.15); and
- 3) Rule 6A-5.080, The Florida Educational Leadership Standards

**STATEMENT OF COMPLETION**

The independent investigation has been completed by the undersigned and all material information and evidence discovered during this investigation has been reviewed, analyzed, and considered in setting forth the conclusions provided within this report.

A handwritten signature in black ink, appearing to read 'DMD', is written over a horizontal dashed line.

David M. Delaney, Esq.

**Weiss Serota Helfman Cole + Bierman, P.L.**  
2631 NW 41<sup>st</sup> Street, Building B  
Gainesville, FL 32606

**Flagler County School Board Re: Wadsworth Elementary School Investigation**

**DOCUMENTS PROVIDED BY THE DISTRICT**

**Bob Oullette**

- a. Formal Complaint dated March 6, 2023 with Appendix
- b. Correspondence from Peacock to District Re: Oullette's Investigation
- c. Bob Oullette's Resume

**Danelle Green**

- a. Statement of Danelle Green
- d. Flagler School Board Meeting Agenda for June 21, 2022
- e. PAF/Notice of Reassignment Dated July 15, 2022
- f. Personnel File

**Suzanna Bott**

- a. Email Regarding Changes in Designation and Location Dated July 27, 2022
- b. Email Replies Regarding Changes in Designation and Location Dated July 29, 2022
- c. PAF/Notice of Reassignment: TSA Behavioral Interventionist Dated July 7, 2022
- d. Email Regarding Resignations and Non-Reappointments Dated July 21, 2022
- e. Employment History Verification Dated July 1, 2022
- f. Email Regarding Position Transfer Dated July 21, 2022
- g. Unidentified handwritten note
- h. Emails Regarding Non-Reassignment Dated July 27, 2022
- i. Emails Regarding Employment Changes Dated July 29, 2022
- j. PAF/Notice of Reassignment: Science Teacher Dated July 28, 2022
- k. Non-Classroom Instructional Evaluation Form for 2021-2022 School Year
- l. Formal Observation #2 Dated May 4, 2022
- m. Salary Supplement Request
- n. Acknowledgement of Coaching Position Dated September 16, 2021
- o. Flagler School Board Meeting Agenda for June 21, 2022
- p. Job Description – TSA Behavioral Interventionist
- q. Personnel File
- r. TSA Behavioral Interventionist Position Posting for 2022-2023 School Year Dated May 5, 2023
  - i. Applications

**Marion Hake**

- a. Flagler School Board Meeting Agenda for June 21, 2022
- b. PAF/Notice of Reassignment Dated July 18, 2022
- c. Media Specialist Evaluation Form Dated May 9, 2022
- d. Formal Observation #1
- e. PAF/Notice of Reassignment Dated August, 2022

- f. Instructional Evaluation Form Dated December 20, 2022
- g. Personnel File
- h. Room Assignment Spreadsheet Dated July 15, 2022
- i. Media Specialist Position Posting for 2022-2023 School Year Dated May 5, 2023
  - i. Applications
- j. PAF/Notice of Reassignment Dated July 15, 2022
- k. Letter Regarding New Pay Scale Dated August 2, 2022
- l. Emails from Hake Dated July 18-19, 2022 and July 27, 2022
- m. Resignation Letter Dated July 27, 2022

**Stacey Smith**

- a. Flagler School Board Meeting Agenda for June 21, 2022
- b. PAF: 5<sup>th</sup> Grade to 4<sup>th</sup> Grade Teacher Dated July 6, 2022
- c. Personnel File
- d. Emails with Peacock Dated August 4, 2022
- e. Complaint

**Allison Cencebaugh**

- a. Notification Letter to Peacock Dated October 25, 2022
- b. Investigation Summary Dated September 28, 2022
- c. Complaint Dated September 20, 2022
- d. Investigation Notes

**Mary Ann Suwinski**

- a. Emailed Complaint Dated March 10, 2023

**Other**

- a. Collective Bargaining Agreement
- b. Correspondence from Kristy Gavin dated 3/13/2023
- c. Response to complaints from Paul Peacock dated 5/26/2023