

IN THE CIRCUIT COURT OF THE  
SEVENTH JUDICIAL CIRCUIT  
IN AND FOR FLAGLER COUNTY, FLORIDA  
CIVIL DIVISION

CASE NO.: 2024 CA 000120

JON PAUL PEACOCK, an individual;

Plaintiff,

v.

FLAGLER COUNTY SCHOOL DISTRICT;

Defendant.

### **COMPLAINT**

COMES NOW the Plaintiff, Jon Paul Peacock (“Peacock”), by and through his attorneys, Eric R. Sloan and Michael Chiumento III of Chiumento Law, PLLC, to complain and allege as follows:

#### **NATURE OF THE ACTION**

1. This is an action for age discrimination, retaliation, and breach of the contractual covenant of good faith and fair dealing.

#### **JURISDICTION & VENUE**

2. The Circuit Court has original jurisdiction pursuant to Section 26.012 of the *Florida Statutes* as the amount in controversy exceeds \$50,000.00. Further, the Circuit Court has jurisdiction as to Count I pursuant to Section 112.044(4) of the *Florida Statutes*.
3. Flagler County is the proper and appropriate venue as Defendant, Flagler County School District (“Defendant”), is located in Flagler County, Florida, and the acts and omissions alleged herein occurred in Flagler County, Florida.

## **PARTIES**

4. At all times relevant to this Complaint, Peacock was employed by Defendant in Flagler County, Florida.
5. At all times relevant to this Complaint, Defendant was a political subdivision of the state of Florida located in Flagler County, Florida.

## **CONDITIONS PRECEDENT**

6. As to Count II, on November 28, 2023, Peacock filed a charge of discrimination with the Equal Employment Opportunity Commission and was granted a right to sue letter on November 30, 2023. All other conditions precedent have been performed or waived.

## **STATEMENT OF ULTIMATE FACTS**

7. Peacock has been an educator in the state of Florida for over thirty-three years. On or about July 1, 2004, Peacock was hired by Defendant as an assistant principal and his annual contract renewed every year thereafter until the 2024 school year.
8. Peacock was promoted to Defendant's chief operations officer in 2022, which role included being Defendant's chief negotiator charged with negotiating with the school district's teacher and service employee unions.
9. On or about March 22, 2022, Brown & Brown gave a presentation to the Flagler County Schools Insurance Committee with both management and labor present. During the presentation, Brown & Brown confirmed that Defendant had a surplus in self-insurance funds that could be used to create a "rebate" program and distributed.
10. In or about April 2022, the relevant unions began negotiations with Peacock and his negotiating team regarding the rebate with all stakeholders reaching a tentative agreement to a rebate disbursement plan.

11. On or about April 28, 2022, Defendant's school board rejected the rebate disbursement plan.
12. On May 10, 2022, Flagler County School Board member Colleen Conklin demanded that Peacock's no longer be a part of negotiating the rebate matter and referred to him as an "idiot" in a text message. Defendant's employees under the age of 40 were not referred to as "idiots."
13. Between May 11, 2022, and May 31, 2022, Defendant's negotiation team continued to negotiate with the unions, which resulted in mutual agreement on the original rebate disbursement proposal that the board rejected on April 28, 2022.
14. On June 7, 2022, Defendant's board decided to add more duties to Peacock's job responsibilities.
15. On June 8, 2022, however, Peacock was informed by Superintendent Cathy Mittelstadt ("Mittelstadt") that he was being demoted and reassigned to Wadsworth Elementary School in Palm Coast, Florida ("Wadsworth"). As a result, Peacock was denied \$7,500.00 that was vested in his role as Defendant's chief negotiator.
16. On June 16, 2022, Mittelstadt notified the unions that Peacock was fired as Defendant's chief negotiator while the younger chief negotiator, Bobby Bossardet in his early 40's, continued to serve on the negotiating team.
17. On June 17, 2022, Peacock notified Mittelstadt in writing, citing whistle-blower protection, to notify her that he is being defamed, discriminated against, and forced to work in Defendant's hostile work environment. A true and correct copy of this correspondence is attached hereto as Exhibit A.

18. On August 2, 2022, Robert Ouellette (“Ouellette”), Defendant’s chief human resource officer, commenced a retaliation campaign against Peacock, including disclosure to other school administrators and principals in October 2022 of an allegation that a teacher complaint was pending against Peacock. No employee of Defendant younger than Peacock was ever subjected to public embarrassment before colleagues in such a manner.
19. On October 13, 2022, Ouellette arrived at Wadsworth to hand deliver to Peacock a notice to appear to discuss the complaint, which was in a form used for labor and not administration. A true and correct copy of the notice is attached hereto as Exhibit B. Notices to appear to administration were in the past typically were provided via telephone call or sent via email. While at Wadsworth, during instructional time and without advance scheduling, Ouellette interviewed numerous persons employed at Wadsworth about the complaint filed against Peacock. Conducting an investigation in this unusual manner, Ouellette caused an unnecessary and substantial interruption to school operations. No employee of Defendant younger than Peacock was ever subjected this uncustomary and embarrassing process.
20. On or about October 18, 2022, Peacock emailed LaShakia Moore, Defendant’s assistant superintendent and equity coordinator, to request that she attend the October 19, 2022, meeting with Ouellette. The email also served as a formal harassment and retaliation complaint against Ouellette regarding his harassment and unprofessional conduct, which had never been displayed to Defendant’s younger employees. A true and correct copy of the foregoing email is attached hereto as Exhibit C. The Florida Department of Education was copied on the communication to Ms. Moore.



21. On October 25, 2022, Ouellette informed Peacock that the complaint against him was unsubstantiated. A true and correct copy of this communication is attached hereto as Exhibit D. This was the only complaint alleged against Peacock during his thirty-three year career in education, which is memorialized in Exhibit D attached hereto—known as the “investigative summary.”
22. Peacock sent a request for relief and information regarding the investigation and a copy of the complaint as required by the board’s policies. Peacock’s request was denied.
23. On May 8, 2023, the day after Peacock request, LaShakia Moore visited Mr. Peacock at Wadsworth, and for reasons unknown, Defendant placed Peacock on administrative leave. Ms. Moore informed Peacock that he was to leave campus, was not to be in contact with anyone or enter any Flagler County school property.
24. On June 8, 2023, Peacock was summoned to the administrative offices for Flagler County Schools for a meeting with Mittelstadt. Mittelstadt provided Peacock with a letter of reprimand, an evaluation with multiple “needs improvement” and “unsatisfactory” ratings, and notice of termination.
25. Peacock in his twenty years of employment with the Defendant has never had a less than “highly effective” rating on his evaluations. Peacock obtained the “school of excellence” award for Indian Trails Middle School three times which put Indian Trails Middle School in the top 10% of all schools in the state of Florida.
26. Lashakia Moore was not present for the June 8, 2023, meeting but all three documents were rubber stamped with Ms. Moore’s signature. Ms. Moore was quoted as saying, “there are many reasons why Mr. Peacock is no longer employed by Flagler schools but the question

that should be asked is Mr. Peacock the type of person we want in a leadership position in Flagler County?”

27. On June 20, 2023, Peacock was forced into retirement with just two years remaining in the Deferred Retirement Option Program. Peacock has also found alternative employment to be difficult as his certificate has been flagged. Such is highly unusual given the substantial shortage of education professionals. After applying for six opportunities, Peacock could not even receive an interview.

### COUNT I

#### *AGE DISCRIMINATION*

(SECTIONS 112.043 & 112.044 OF THE FLORIDA STATUTES)

28. Peacock realleges paragraphs 1 through 27 above and incorporates them herein by reference.
29. Pursuant to Section 112.043 of the *Florida Statutes*, Defendant had a duty to provide Peacock with a workplace environment free from age discrimination.
30. Pursuant to Section 112.044(2)(a) of the *Florida Statutes*, Peacock met the statutory definition of Defendant’s “Employee” during all times relevant to this Complaint.
31. Pursuant to Section 112.044(2)(b) of the *Florida Statutes*, Defendant met the statutory definition of Peacock’s “Employer” during all times relevant to this Complaint.
32. Section 112.044(3)(a) of the *Florida Statutes* prohibits, in relevant part, the “discharge...or otherwise discriminate against any individual with respect to the compensation, terms, conditions or privileges of employment because of age.”
33. In Peacock’s nearly twenty years of employment with Defendant, he personally observed and participated in a process whereby Defendant’s employees, young and old, were treated professionally in all aspects of the employment.

34. From March 2022 through June 2023, Defendant, by and through Ouellette and others, began to treat Peacock adversely on the basis of his age, which ultimately resulted in a demotion and termination.
35. As a direct and result of Defendant's acts of age discrimination, Peacock has suffered damages in excess of \$50,000.00 and such additional amounts to be proven at the trial of this matter.

**COUNT II**  
*AGE DISCRIMINATION*  
(ALTERNATIVE TO COUNT I)  
(29 U.S.C. § 621 *ET SEQ.*)

36. Peacock realleges paragraphs 1 through 27 above and incorporates them herein by reference.
37. Federal law prohibits discrimination in the workplace for being over the age of 40.
38. At all times relevant to this Complaint, Peacock was over the age of 40.
39. At all times relevant to this Complaint, Peacock was Defendant's "employee" as defined by 29 U.S.C. § 630(f).
40. At all times relevant to this Complaint, Defendant was Peacock's "employer" as defined by 29 U.S.C. § 630(b).
41. In Peacock's nearly twenty years of employment with Defendant, he personally observed and participated in a process whereby Defendant's employees, young and old, were treated professionally in all aspects of the employment.
42. From March 2022 through June 2023, Defendant, by and through Ouellette and others, began to treat Peacock adversely on the basis of his age, which ultimately resulted in a demotion and termination.

43. As a direct result of Defendant's acts of age discrimination, Peacock has suffered damages in excess of \$50,000.00 and such additional amounts to be proven at the trial of this matter.

**COUNT III**  
Unlawful Retaliation  
(29 U.S.C. § 621 *ET SEQ.*)

44. Peacock realleges paragraphs 1 through 27 above and incorporates them herein by reference.

45. Federal law prohibits retaliation against persons who oppose age discrimination in the workplace.

46. On June 17, 2022, Peacock sent a letter to Mittelstadt regarding discriminatory practices against him by certain board members and others. Peacock informed Mittelstadt in that publication that he was going to notify the Equal Employment Opportunity Commission regarding Defendant's discriminatory practices.

47. After Mittelstadt's receipt of the letter, Defendant, by and through Ouellette, began a campaign of harassment and retaliation against Peacock, including embarrassing Peacock in front of his colleagues, unprofessional comments and conduct, and ultimately Peacock's termination.

48. As a direct result of Defendant's acts of retaliation, Peacock has suffered damages in excess of \$50,000.00 and such additional amounts to be proven at the trial of this matter.

**COUNT IV**  
*BREACH OF THE IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING*

49. Peacock realleges paragraphs 1 through 27 above and incorporates them herein by reference.

50. Peacock and Defendant have entered into one-year contracts since 2004. The contracts were always renewed. A true and correct copy of the last contract entered into by the parties is attached hereto as Exhibit F.
51. Defendant, as an act of retaliation and discrimination, refused to renew Peacock's contract for the 2024 school year, which frustrated the purpose of the relationship between the parties and disappointed Peacock's expectations to earn income and fully vest in the Deferred Retirement Option Program. Peacock had only two years to fully vest in the same.
52. Defendant's breach in light of the past course of dealing with Peacock and countless other employees of Defendant, Peacock has been damaged in an amount exceeding \$50,000.00 and such additional amounts to be proven at the trial of this matter.

### **TRIAL BY JURY**

Pursuant to Rule 1.430 of the *Florida Rules of Civil Procedure*, Peacock demands a trial by jury as to all counts alleged herein so triable.

### **PRAYER FOR RELIEF**

WHEREFORE, Peacock requests relief as follows:

1. As to Count I, for judgment for state age discrimination in the amount of \$50,001.00 and such additional amounts to be proven at trial;
2. As to Count II, for judgment for federal age discrimination in the amount of \$50,001.00 and such additional amounts to be proven at trial;
3. As to Count III, for judgment for federal age discrimination retaliation in the amount of \$50,001.00 and such additional amounts to be proven at trial;
4. As to Count IV, for judgment for Defendant's violation of the implied covenant of good faith and fair dealing in the amount of \$50,001.00 and such additional amounts to be proven at trial;
5. For pre-judgment and post-judgment interest all on amounts lawfully owed to Peacock;

6. For attorney fees and costs incurred as such may be allowed by statute or procedural rule; and
7. For such other relief as deemed equitable and just by the Court.

DATED this 27th day of February 2024.

*Attorneys for Plaintiff.*

CHIUMENTO LAW, PLLC

/s/ Eric R. Sloan

Eric R. Sloan

Florida Bar No. 1019123

Michael D. Chiumento, III

Florida Bar No. 188123

Chiumento Law PLLC

145 City Place, Suite 301

Palm Coast, FL 32164

Telephone: (386) 445-8900

Primary Emails: [esloan@legalteamforlife.com](mailto:esloan@legalteamforlife.com);

[Michael3@legalteamforlife.com](mailto:Michael3@legalteamforlife.com)

Secondary Email: [nabrams@legalteamforlife.com](mailto:nabrams@legalteamforlife.com)



Comes now J. Paul Peacock this June 17, 2022 and submits complaint under the Whistle Blower Protection act of 1989 to Superintendent of Flagler County Schools, Cathy Middlestat.

To wit: School board members have violated law, rules or regulations or mismanagement and abused their authority. Specifically Colleen Conklin & Cheryl Massaro have abused their authority and unduly influenced Superintendent Middlestat in regard to personnel assignments & demotions of Paul Peacock and Bobby Bossardet, creating a hostile work environment.

Board member Massaro has committed defamation of character toward Paul Peacock which is both slanderous & libelous stating Peacock is a racist and a misogynist.

This document will serve as notice of the foregoing complaint. Additional information with specific details will be reported to the board chair Trevor Tucker & D.O.A.H., E.E.O.C., Department of Education, and the School Board Association.

Delivered to Superintendent Middlestat as witnessed by Lashakia Moore this 17th of June 2022.

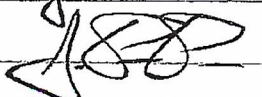
 Paul Peacock  
Signature of complainant

EXHIBIT A



Flagler County Schools
Notice to Appear

Employee Name Paul Peacock Date 10/13/22

Department/School Wadsworth Elementary School

Administrator's Name Robert Ouellette

You are hereby asked to appear for a meeting on Wednesday, October 19, 2022 at 4:00 PM

Purpose for this meeting is to discuss the following:

- Allegations (checked)
Infraction of Rules
Contract Violations
Tardiness
Insubordination
Performance Evaluations

Other(s)

This meeting will take place at the following location: Mr. Ouellette's office on the first floor of the Government Services Building

Please provide details of item(s) checked above and date(s) of occurrence. (see attachment, if applicable) (citing statute, board policy and code of ethics is not necessary.)

This meeting is regarding the following allegations:

It was alleged that on September 20, 2022 you "yelled" at a teacher in your office regarding her request to have the air conditioning in her classroom fixed. It is alleged this incident occurred in front of other school board employees. You are not to speak with members of your staff about this incident prior to your scheduled NTA meeting.

This meeting may result in disciplinary action. Any employee will have the right to request representation, by the union, a union member, or a personal representative of his/her choice. Signature denotes receipt of document only.

Supervisor signature Date Employee signature Date

Agreement to Waive Contractual Time Schedule for a Notice to Appear Meeting

All parties have agreed to waive the required hour wait-period before scheduling this meeting and have agreed to meet on at

Supervisor signature Date Employee signature Date





Peacock, Paul <peacockp@flaglerschools.com>

**Re: Formal Complaint**

1 message

Moore, Lashakia <moorel@flaglerschools.com>

Wed, Oct 19, 2022 at 8:38 AM

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

Cc: michael3@legalteamforlife.com, Cathy Mittelstadt <mittelstadt@flaglerschools.com>

Hello Mr. Peacock, I have received your complaint and will follow up with you on any next steps. I will attend the 4:00 meeting today with Mr. Ouellette.

**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*

On Tue, Oct 18, 2022 at 5:19 PM Peacock, Paul <peacockp@flaglerschools.com> wrote:

Dear Mrs. Moore:

Please see attached a formal complaint against Mr. Robert Rene Ouellette. I also request that you, as the Equity Coordinator attend any and all meetings to be held between myself and Mr. Ouellette or members of the HR department. Please advise regarding the scheduled meeting for tomorrow at 4PM.

Respectfully,

Paul Peacock  
Principal, Wadsworth Elementary School  
Flagler County Schools

**EXHIBIT C**

Mrs. Lashakia Moore, Assistant Superintendent, Equity Coordinator, Flagler County Schools

Dear Mrs. Moore:

I am appealing to you as the Flagler County Schools Equity Coordinator that Mr. Bob Ouellette cease and desist with retaliation and harassment due to my reporting of multiple violations. Copies of the violations and dates submitted will be provided upon request. Please consider this a formal complaint regarding the treatment I was subjected to with the NTA that was "served" on 10/13/22 by Chief of HR, Bob Ouellette.

The manner in which I was treated in front of multiple school board employees is highly irregular and unprofessional. Bob Ouellette entered the school unannounced and demanded to meet with me immediately. He created a major disruption and impacted the safety and well-being of students with his demands of pulling multiple instructional, staff and administrative personnel from their supervision and responsibilities. He told multiple individuals "you are next. I need you and you." As I stepped to the door of my office he entered with an unknown female and stated "This is a NTA this will not be a pleasant visit" as he served notice in front of the individual that I did not know and I was not introduced to until I requested to know who is this person. He then introduced the female individual as the Director of HR. Upon my confused look, as I was not aware such a position existed that was board approved, he corrected the statement and stated she was the Director of Organizational Talent. The female then stated "basically I am the director of HR". I was even more confused as I reviewed the job description for the Director of Organizational Talent and could not reconcile why she would be involved in a full-fledged investigation.

The NTA states I allegedly "yelled" at a teacher. Multiple witnesses were present during the exchange. Bob Ouellette represented the union was behind the complaint. No grievance information was given, Ouellette just mentioned Union President Liz Diaz was behind the need for an investigation. No effort was made to arrive at a satisfactory resolution on an informal basis as required by School Board Policy #649. The policy also states that, "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."

The form used for the NTA is used for instructional personnel giving the employee the right to be represented by the union. This form does not apply to Principals. And to the best of my knowledge has never been used in such a manner with administrative personnel. In asking the other principals in the district if they had ever received a NTA in such a manner, no one had ever received such a notice.

A statement of the complaint by the complainant was never provided to me. Any complaint alleging a violation of the law, school board policy or professional standards of conduct against a school board employee shall be in writing and shall bear the signature of the person filing the complaint. This was not provided as is required by School Board Policy #650.

This is my total and complete statement regarding the event. For the record the alleged incident was witnessed by multiple board employees. Allison Cencebaugh entered into my office in the middle of a meeting, Nicole Puritis and Chris Tincher were seated at my desk. Ms. Cencebaugh interrupted and began aggressively making demands about her AC. She was loud and demonstrative. After her diatribe I

explained we had made multiple inquiries about the AC and I had personally called Kory Bush to make sure the fix was in process. I relayed the information discussed with Mr. Bush that a humidifier could be malfunctioning and it was a priority. I reiterated we would gladly assist her in relocation while the repairs were made, she had already refused multiple times, I stated we had a suitable space available, Ms. Cencebaugh continued to interrupt saying her students were suffering and it was unacceptable, I repeated the fact that the work order had been submitted and followed up on. I was seated during this entire exchange. Ms. Cencebaugh continued to badger and repeat herself multiple times and I again repeated everything possible was being done and it was in process. And again offered to relocate her room, she interrupted and said, "do I need to call, who do I need to call, I will make the call, who is over you that I can call?" I stood up and motioned toward the door and said "Ms. Cencebaugh everything that needs to be or can be is being done, you do not need to call anyone. I walked past her to the door attempting to get her to leave she continued to talk to Mr. Tincher, she turned and saw me at the door and finally turned to leave.

The fact that school board policy was violated multiple times during the investigation and the use of force in the investigation applied show a serious lack of professionalism and the investigation being directed at me personally creating a hostile and abusive work environment.

This is my complete statement regarding this incident. If there are any additional questions, please provide those in writing prior to tomorrow's meeting.

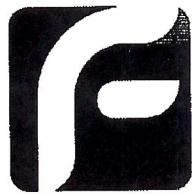
If a meeting is still needed I plan to appear on Wednesday October 19<sup>th</sup> at 4pm. Please confirm that the District Equity Coordinator LaShakia Moore will be present for any and all proceedings dealing with Bob Ouellette and the HR Department. If this request cannot be met, please reschedule at a time that she is available. If my request to have Mrs. Moore present is denied I will need me more time in order to schedule my personal attorney to be in attendance.

Sincerely,

Paul Peacock

cc. Michael D. Chiumento, Esquire

PSIV Investigator, Office of Professional Practices Services, Division of Public School, Florida  
Department of Education 325 West Gaines Street, Turlington Building, Room 224, Tallahassee, Florida  
32399-0400



**flaglerschools**  
Engage. Educate. Empower.

**BOARD OF EDUCATION**

October 25, 2022

Trevor Tucker  
Chairman  
District 4

Mr. Paul Peacock  
2399 Narrow Way  
Deland, FL 32720

**Hand Delivered**

Dr. Colleen Conklin  
Vice Chairman  
District 3

Re: Investigation Disposition of Unsubstantiated

Jill Woolbright  
Board Member  
District 1

Dear Mr. Peacock,

Janet McDonald  
Board Member  
District 2

This is to advise you that the investigation into the allegation you yelled at a teacher in your office regarding her request to have the air conditioning in her room fixed has been completed and reviewed. As a result of the Professional Standards Committee review of the investigation, they have concluded the accusation against you is unsubstantiated.

Cheryl Massaro  
Board Member  
District 5

Please consider this matter closed. Thank you for your cooperation throughout the investigation and please do not hesitate to contact me if you have any questions.

Roymara Louissaint  
Student School Board Member  
Flagler-Palm Coast H.S.

Respectfully,

Robert R. Ouellette,  
Chief Human Resources Officer

Isabella Tietje  
Student School Board Member  
Matanzas H.S.

Cara Cronk  
Principal of the Year  
Buddy Taylor Middle School

cc: Ms. Lashakia Moore, Assistant Superintendent

Amy Neuenfeldt  
Assistant Principal of the Year  
Indian Trails Middle School

Signature of Administrator

10-26-2022  
Date

James Gambone  
Teacher of the Year  
Flagler-Palm Coast H.S.

\_\_\_\_\_  
Signature of Employee denoting receipt  
of a copy

\_\_\_\_\_  
Date

Judy Gallo  
Employee of the Year  
Food & Nutritional Services

Cathy Mittelstadt  
Superintendent

**EXHIBIT D**

"An Equal Opportunity Employer"



**FLAGLER SCHOOLS  
OFFICE OF PROFESSIONAL STANDARDS  
INVESTIGATIVE SUMMARY**

<b>Employees:</b>	<i>Paul Peacock</i>	<b>Worksite:</b>	<i>Wadsworth Elementary School</i>
<b>SSN:</b>		<b>Position:</b>	<i>Principal</i>
<b>Date of Birth</b>		<b>Date of Report:</b>	<i>September 28, 2022</i>
<b>Contract Status:</b>		<b>Investigation By:</b>	<i>Robert R. Ouellette</i>
<b>Length of Service:</b>		<b>Committee Rev.</b>	<i>10/24/22 (unsubstantiated)</i>

**Pertinent History:**

There are no previous dispositions by the Professional Standards Committee regarding Mr. Paul Peacock.

**Allegations:**

It is alleged that Paul Peacock yelled at a teacher during a meeting while giving her a directive not to seek assistance or process a work order due to a lack of air conditioning in her classroom.

**Legal Sufficiency:**

If substantiated, the above allegation would constitute violations of the Principles of Professional Conduct for the Education Profession and School Board Policies, 511.2 and 676 in that Paul Peacock would be guilty of (1) Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct. (2) Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.

FLAGLER COUNTY SCHOOLS  
CONTRACT OF EMPLOYMENT FOR ADMINISTRATIVE, SUPERVISORY,  
PROFESSIONAL AND CONFIDENTIAL EMPLOYEES OF THE FLAGLER COUNTY PUBLIC SCHOOLS  
\*Fiscal Year

The SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA (hereinafter "SCHOOL BOARD"), hereby issues a CONTRACT OF EMPLOYMENT FOR ADMINISTRATIVE, SUPERVISORY, PROFESSIONAL AND CONFIDENTIAL EMPLOYEES ("CONTRACT"), TO JON PAUL PEACOCK ("EMPLOYEE").

Social Security Number: [REDACTED]

Degree: M

Major:

Hire Date: 07/18/2005

Contract Term First Day: July 1, 2022

Contract Term Last Day: June 30, 2023

Contractually Required Work Days: 12 MO

**WITNESSETH:**

WHEREAS, Section 1012.33, Florida Statutes, requires the School Board to enter into written Contracts with all Administrators, supervisors, principals, professionals and/or confidential employees; and

WHEREAS, the Employee has been duly appointed as

Assignment Description
PRINCIPAL-E

as provided by law.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions herein contained, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereunto as follows:

1. The School Board agrees to employ the Employee in an Administrative/Supervisory/Professional/Confidential position: for a period of twelve (12) calendar months beginning July 1, 2022 through June 30, 2023  
  
and to pay the Employee for services rendered in accordance with the Board approved Salary Schedule. During the employment of the Employee, pursuant to this Contract, the School Board agrees to pay the Employee an annual salary and such additional salary as may be prescribed by the School Board in a salary schedule as duly adopted by said Board from time to time. The Employee shall continue at the same salary as set forth herein regardless of transfer, assignment or reassignment by the School Board until expiration of this Contract. When such change involves change in responsibilities, the salary may be adjusted by mutual consent, but shall not be diminished during this Contract without the employee's consent. This Contract does not extend the salary of the Employee from any previous appointment to any subsequent assignment.
2. The services to be performed hereunder shall begin on the day aforementioned and in a location as designated by the School Board. The School Board may, upon recommendation of the Superintendent of Schools, transfer and assign the Employee to another assignment in any other school or department in the district. If such a transfer should occur, the employee's salary shall be set at the appropriate level on the Salary Schedule for the new assignment.
3. The Employee agrees to perform the obligations of the assignment for which employed as prescribed by the School Board for the full period of service for which this Contract is made. In no event shall the Employee be absent from duty without leave or to leave his/her position without first being released from this Contract by the School Board. The employee agrees to observe and to enforce faithfully the laws, rules, regulations, and policies lawfully prescribed by legally constituted school authorities insofar as such laws, rules, regulations, and policies are applicable to the position held by him/her.
4. This Contract is based on the following assertion by the Employee: That said Employee is legally qualified to be a supervisor/principal/administrator in the State of Florida, as evidenced by a Professional Florida Teacher's Certificate listed at the bottom of this contract, which is warranted by the Employee to be unrevoked and valid, or

**EXHIBIT F**




The Employee agrees to file with the School Board a valid Florida Teacher's Certificate (if applicable) of a rank not lower than Rank Professional, or other applicable certificate no later than ninety (90) days from the date of this Contract, provided that failure to obtain and file such certificate shall relieve the School Board of all obligations under this Contract. The Employee agrees that if he/she fails to obtain and file such a certificate this Contract is null and void and no further force and effect.

The School Board may suspend or terminate the Employee for cause as provided by Florida Statute, the rules of the State Board of Education and the policies and rules of the School Board. The Employee shall not be entitled to receive any salary from and after the date of such suspension or termination unless the suspension is rescinded and in no event shall the Employee be entitled to any compensation subsequent to the cancellation of this Contract. The School Board may remove or transfer the employee to another assignment, with the Superintendent's recommendation, during the term of this Contract without cause.

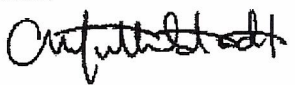
5. The School Board agrees to make available to the Employee at each work site a copy of its rules, regulations and policies for which the Employee will be held accountable and subject to under the terms of this Contract.
6. The Employee, at his/her expense, agrees to submit to the School Board, if required, prior to the effective date of this Contract written evidence of good health based on a medical examination. Upon the School Board's request and at the School Board's Expense, the Employee agrees at any time during the term of this Contract, to submit to a physical, psychological, or psychiatric examination by a qualified licensed physician or physicians to be selected by the Employee from a list consisting of not less than three (3) names provided by the Board. Furthermore, the Employee agrees to execute a medical release allowing the report of the physician or physicians or clinical psychologist or psychologists to be released to the Superintendent of Schools and the School Board, with a copy forwarded to the employee.
7. This Contract shall not operate to prevent discontinuance of a position as provided by law.
8. This Contract shall at all times be subject to any and all laws, rules, regulations, and/or policies now existing or hereafter enacted by the State of Florida, the State Board of Education and/or the School Board.
9. It is expressly understood and agreed to by and between the parties hereto that neither the Employee nor the School Board owes any further Contractual obligation to the other after June 30, 2022, and that no expectancy of re-employment may be derived from the execution or performance of this Contract. This Contract may be renewed each year in accordance with the provisions of Section 1012.33, Florida Statutes.
10. Failure to fulfill the obligations under this Contract, and/or carry out the lawful provisions hereof, unless prevented from so doing by reason of personal illness of the Employee, or as otherwise provided by law, shall constitute sufficient grounds for the termination of this Contract by the other party, provided however, no termination shall be effective without reasonable notice.

Given under our hands and seals this 2nd day of August, 2022, at Bunnell, Florida.

SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA

By:   
Trevor Tucker, School Board Chairman

ATTEST:

By:   
Cathy Mittlestadt, Superintendent

This Contract form is to be executed in duplicate immediately on appointment of the Employee by the School Board. After being duly signed by the Employee, one copy is to be retained by the School Board and one by the Employee.

This Contract form must be electronically agreed to via Skyward Employee Access by no later than **August 23, 2023**.

Certification License Number	Cert CERT. 1 Description	Cert CERT. 2 Description	Certification Expiration Date
0000660790	GRADES K - 12	EDUCATIONAL LEADERSHIP	06/30/2023
0000660790	GRADES 6 - 12	SPEECH-1056	06/30/2023
0000660790	ALL LEVELS	SCHOOL PRINCIPAL	06/30/2023