



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN  
THE SCHOOL DISTRICT OF POLK COUNTY, FLORIDA  
AND  
THE POLK EDUCATION ASSOCIATION, INC.**

### **NEW TEACHER ATHLETIC SUPPLEMENT FOR ESPORTS COACH SPRING 2022 (PILOT SEASON) AND 2022-2023**

The **SCHOOL DISTRICT OF POLK COUNTY, FLORIDA** (D/B/A Polk County Public Schools) (**the District**) and the **POLK EDUCATION ASSOCIATION, INC.** (PEA) as evidenced by the respective signatures below, are parties hereto and agree to this Memorandum of Understanding (MOU) as more specifically set forth herein for extracurricular competitive video gaming or PCPS ESPORTS (electronic sports).

**WHEREAS** the PEA is the certified bargaining agent for the District, and the District is the employer and a party to the Teacher Collective Bargaining Agreement (CBA) including Appendix C – Supplemental Salary Schedule; and,

**WHEREAS** the pilot season of ESPORTS competitions occurred in the spring of 2022, and the District's intent is to add eligible high schools annually, as funding and technology requirements permit.

#### **Contract Recital**

#### **APPENDIX C – SUPPLEMENTAL SALARY SCHEDULE (Excerpt)**

*Supplements will be paid only after all services relative to the supplement are completed. In instances where a checklist is required, supplements will be paid only after satisfactory completion of the checklist items.*

*Any school using someone other than a teacher to fill any position listed in this Appendix, shall receive only an amount equal to the listed supplements in the Teacher Collective Bargaining Agreement. If additional funding is needed to comply with the federal wage and hour guidelines, the amount will be paid from the school's internal accounts.*



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*All supplements are payment for duties performed beyond the regular workday, except in the case of In-School Suspension Monitors. In-school suspension teacher/monitor \$1,766.*

*In the Senior High no one will be paid more than three (3) supplements for student extracurricular activities except by special permission of the Regional Assistant Superintendent.*

*No person shall be assigned to two (2) or more coaching positions that would require their service during the same time period except when someone is assigned to coach both boys and girls golf or cross country.*

*Any athletic activity that does not meet the required number of games/matches or participants the supplement will be adjusted by the District Senior Coordinator of Athletics, Physical Education, and Driver Education [Senior Director of Athletics]...*

**NOW, THEREFORE,** the parties agree to compensate eligible teacher coaches for duties performed beyond the work day related to seasonal ESPORTS:

**1. ESPORTS Coach Duties and Expectations**

- a. One varsity coach supplement per high school.
- b. National and state competitions including Sunshine State Athletic Conference.
- c. Fall 10-week season and Spring 10-week season
- d. Practice schedule
- e. Inventory checklist
- f. Student-athlete eligibility (academics, attendance, conduct, and 3-day mandatory tryout period)

**2. Compensation**

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- a. Following receipt of satisfactory evidence of required activities by the District Athletics Department, the supplement(s) outlined below will be paid to eligible teachers who are active on the date of payment.

The supplement will be paid in the next available payroll period following completion of each season, subject to the applicable IRS tax rate.

- i. Fall season \$1,800 (one supplement per school)
  - ii. Spring season \$1,800 (one supplement per school)
- b. Should the Senior Director of Athletics approve two coaches for a school the season's supplement will be divided between two teachers.
- c. In the event a coach does not fulfill the season expectations outlined above and is released due to failure to comply with supplement expectations, and/or is no longer employed by the District, the supplement will be prorated to the last full week worked within the applicable 10-week season.
- d. Staff not returning the following semester must maintain a current address in the *Staff Portal* to ensure receipt of any payment due to them.
- e. Kelly Educational Services substitutes are not eligible for any supplement under this Agreement.
- f. Provisional Substitutes are not eligible for any supplement under this Agreement.

**3. Eligible ESPORTS Teams (Subject to Modification)**

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1. Auburndale High *new 22-23*
2. Fort Meade High *new 22-23*
3. Frostproof High *pilot 21-22*
4. Gause Academy *new 22-23*
5. George Jenkins High *new 22-23*
6. Haines City High *new 22-23*
7. Kathleen High *pilot 21-22*
8. Lake Gibson High *pilot 21-22*
9. Lake Region High *pilot 21-22*
10. Lakeland High *new 22-23*
11. Ridge Community High *pilot 21-22*
12. Roosevelt Academy *pilot 21-22*

**4. Retroactive Supplement for Spring 2022 Coaches**

Approved coaches who completed the Spring 2022 season at the following six pilot schools are eligible for a one-time retroactive supplement of \$1,800.

1. Frostproof Middle-Senior High School
2. Kathleen High School
3. Lake Gibson High School
4. Lake Region High School
5. Ridge Community High School
6. Roosevelt Academy

Upon verification of required activities by the District Athletics Department, the supplement will be paid no later than March 31, 2023, subject to the applicable IRS tax rate.


**Duration:** This MOU will remain in effect until subsequent teacher CBA negotiations when the supplement will be proposed for addition to the *Teacher*



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*Appendix C - Supplemental Salary Schedule*, to be duly ratified by the bargaining unit and approved by the School Board.

**POLK EDUCATION ASSOCIATION, INC.    POLK COUNTY PUBLIC SCHOOLS**

By:   
**Stephanie Yocum  
President  
Polk Education Association**

By:   
**Frederick R. Heid  
Superintendent  
Polk County Public Schools**

2/27/23  
**Date**

3/2/23  
**Date**

- c: Jason Pitts, Chief of Staff
- Joseph McNaughton, III, Associate Superintendent,  
Chief Academic Officer
- Regional Assistant Superintendents
- Dan Talbot, Senior Director, Athletics (Contact)
- Business Services Finance and Payroll Departments
- Human Resource Services