

# Duval County School District (Jacksonville, FL)

**GPA: 1.92**

**Rank: 19th place out of 50**

*Document Examined: Collective bargaining agreement, 2005 – 2008\**

HIGHLY FLEXIBLE
FLEXIBLE
SOMEWHAT FLEXIBLE
<b>SOMEWHAT RESTRICTIVE</b>
RESTRICTIVE
HIGHLY RESTRICTIVE

## Introduction

This study of the nation's fifty largest school districts starts from a simple premise: district labor agreements should not make it difficult for schools to be nimble, smart, flexible, high-performing organizations.

In particular, the study focuses on provisions that may limit school leaders' ability to attract and retain excellent teachers, to identify and remove ineffective instructors, to use professional development as a tool of organizational improvement, and to manage school operations in a professional manner—i.e., to run the most effective school possible in terms of core instructional and educational activities, crucial areas where school leaders need enough authority to match their mounting accountability obligations and executive responsibilities in a results-based era.

## The Grades

The scale on which districts were graded reflects the approach outlined above. Grades of A or B generally indicate provisions that confer on school leaders the latitude to man-

age their schools in a professional manner. A grade of C generally means the agreement is silent regarding the provision in question—i.e., it neither affirms nor denies a school leader's right to take a specific course of action. Grades of D and F generally indicate provisions that impede or explicitly bar school leaders from exercising discretion in a given area. Duval County's overall grade, therefore, reflects the degree to which district policies constrain school leaders' ability to make decisions on important management issues. It is in no way a holistic assessment of local education policy or school leadership, much less of school effectiveness.

## Overall GPA: 1.92 (19th place out of 50)

Duval County's GPA is the average of its scores in three areas: Compensation, Personnel Policies, and Work Rules.

Duval County receives a disappointing Somewhat Restrictive rating for its 1.92 GPA, ranking nineteenth among the fifty districts studied—and fourth among the nine Florida districts examined here. The district grants school leaders a fair amount of discretion in making compensation decisions, although the one F it receives in that category hurts its grade. In the other two categories there is much room for improvement.

## Compensation: C+ (71st percentile)

The Compensation grade combines four components: Credit for Previous Experience, Performance Pay, Hardship Pay for High-Needs Schools, and Extra Pay for Shortage Subjects. time at such meetings must be allotted to union matters.

Duval County's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related field, but is silent on whether they may do so based on college-teaching experience. The contract also allows schools to reward teachers on the basis of performance and for teaching in high-needs schools. It receives one F in this category, however, for barring schools from rewarding teachers of shortage subjects.

<b>Compensation</b> . . . . .	<b>C +</b>
1. Credit for Previous Experience . . . . .	B
2. Performance Pay . . . . .	B+
3. Hardship Pay for High-Needs Schools . . . . .	A
4. Extra Pay for Shortage Subjects . . . . .	F
<b>Personnel Policies</b> . . . . .	<b>C</b>
5. Tenure . . . . .	N/A
6. Evaluation. . . . .	C
7. Layoffs . . . . .	C
8. Transfers . . . . .	C
<b>Work Rules</b> . . . . .	<b>D</b>
9. Professional Development . . . . .	F
10. Subcontracting Operations† . . . . .	C
11. Faculty Meetings . . . . .	C+
12. Teacher Leave . . . . .	F

### Personnel Policies: C (59th percentile)

The Personnel Policies grade combines four components: Tenure, Evaluation, Layoffs, and Transfers.

Duval County's bargaining agreement is silent on whether school leaders may consider student performance, including test scores, when evaluating teachers; whether they may retain an outstanding young teacher over one with greater seniority during layoffs; and whether they must choose the most junior teacher in a certification area if transfers are necessary. The contract loses points for requiring that internal job applicants be given priority over new hires for vacant positions, though it partially redeems itself by barring transferring teachers from "bumping" less senior teachers from their jobs. Tenure rules in Duval County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

### Work Rules: D (47th percentile)

The Work Rules grade combines four components: Professional Development, Subcontracting Operations, Faculty Meetings, and Teacher Leave.

Duval County's contract receives Fs for requiring schools to give teachers stipends for professional development activities outside the scheduled workday and for requiring them to grant teachers leave to attend union activities. The bargaining agreement is silent on whether school leaders may subcontract school operations to nonunion workers. The contract caps the length of faculty meetings at ninety minutes, but grants school leaders the flexibility to decide whether to devote time at such meetings to union matters, earning a C+ for that component.

### Conclusion

Duval County provides some flexibility for its school leaders in a couple areas, but overall they enjoy relatively few guarantees of flexibility, leaving substantial room for improvement across the board. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Duval County School Board should negotiate aggressively to make contract changes that explicitly confer on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (The bargaining agreement allows this for some forms but is silent on others.)
2. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
3. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, the bargaining agreement requires school leaders to consider seniority on one, grants them flexibility on one, and is silent on one.)
6. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

#### In addition, the board should amend provisions that:

7. mandate that teachers be given stipends for professional development activities outside the scheduled workday.
8. cap the time allowed for faculty meetings. (While long meetings are not necessarily preferable, principals should have some discretion.)
9. allow classroom teachers to miss instructional time in order to attend union activities.

\* The data examined in this report come from the National Council on Teacher Quality (NCTQ) database, "Teacher Roles, Rules and Rights." All data were culled from the NCTQ database in November 2007. In states that permit collective bargaining, NCTQ examined collective bargaining agreements, with the exception of Jordan School District in Utah, which does not have a bargaining agreement. In states where collective bargaining is either illegal or otherwise not practiced, NCTQ examined school board policies. Where a provision in state law precludes the possibility of a collective bargaining agreement or school board policy addressing a certain component in our study, we excluded it from our analysis, marking the component "N/A." Find a more detailed explanation of this report's methodology starting on page 14.

† This indicator refers to the right of school leaders to outsource school operations to nonunion workers. NCTQ uses the term "subcontracting" in its database, which we retain here in the interest of consistency.