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Knowledge and Skill-Based Pay in Manitowoc Wisconsin

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Introduction

Across the country, policymakers and educators in the business of reforming schools have begun to focus more attention on teacher quality. Teacher instructional capacity has been identified as a crucial variable in the success of educational reforms that strive to improve student achievement (National Commission on Teaching and America's Future, 1996; Slavin and Fashola, 1998; Wright, Horn, and Sanders, 1997; Ferguson and Ladd, 1996). One attempt to enhance teacher quality is knowledge and skill-based pay, a relatively new phenomenon that some districts are beginning to use to help bring their pay system in line with the environment of standards-based reform. Under a knowledge and skill-based pay system, teachers are rewarded with base pay increases and/or bonuses for learning and demonstrating specific knowledge, skills and instructional expertise needed to meet the goals of education reform, primarily boosting student achievement.

During the 1999-2000 school year, the Manitowoc School District was in its first year of a three-year teacher contract that restructured teacher compensation. The new design pays teachers for engaging in professional development activities that help them acquire the knowledge and skills associated with the district's vision of quality instruction. This case study is based on interviews with key members of the negotiating parties conducted halfway through the first year of implementation of the new compensation plan. It documents the process by which Manitowoc identified that set of knowledge and skills and linked it to teacher pay, and describes the new pay system.

The first section gives background information on the Manitowoc school district. Section 2 provides some history behind the district's and union's decision to change the compensation system. Section 3 shows how the district created a context for designing and implementing

compensation change. Section 4 describes the negotiation process, which to a great extent was also the design process. Section 5 details the alternative pay program itself, as well as preliminary information about costs. Finally, Section 6 includes some early findings on the impact of the new pay system.

1. BACKGROUND

Manitowoc is an industrial community of 33,000 people nestled on the shores of Lake Michigan in Northeastern Wisconsin. The school district has grown steadily to the 5,700 students currently enrolled and ranks 24th in size among Wisconsin's 435 districts. The student population growth experienced over the last decade is expected to level off and may in fact decline in the future. Fourteen percent of the students are non-white, a higher percentage than in most of the district's history, and represents newer populations of Hispanic and Hmong origin. The district operates one early elementary school, six regular elementary schools, two junior high schools, and one senior high school.

The district employs approximately 420 teachers, of which about half were hired within the past five years. Although the new hiring has been largely due to teacher retirements, another key reason has been the inability to retain newer teachers in the district. During informal exit interviews, teachers often mentioned the district's former pay plan as a contributing factor in their decision to leave the district. The most frequent complaints centered on pay level and the lack of district support for continued professional development, apart from a Master's degree.

According to a teachers' union member, Manitowoc's pay level was not competitive either for attracting or for retaining teachers during the 1990s, as district pay levels fell behind those of neighboring districts. For example, a novice teacher coming out of college could make \$3,000 to \$4,000 more in neighboring districts. In addition, the district's maximum salary levels

were also eight to ten percent below the highest level in other districts. These concerns about the level of teachers' pay at all experience levels were primary considerations on the part of the union entering the 1999-2000 contract negotiation.

The current superintendent began in 1990 and was previously the assistant superintendent for instruction in a larger district. Previous contract negotiations and arbitration decisions between the district and the teachers' union had resulted in the elimination of pay lanes dedicated for degrees and credits other than a master's lane, but this superintendent believed that ongoing training and coursework contributed to improved instruction and should be encouraged and compensated. The superintendent wanted to send a message that the district valued teachers who were lifelong learners. Thus, the administration's primary goal for changing a two-lane salary schedule was to promote the continuous professional development of teachers to improve their instructional expertise.

2. HISTORY OF TEACHER PAY AND BARGAINING IN MANITOWOC

In the 1970s, the teacher compensation system in Manitowoc was similar to the single salary schedule found in most school districts across the country, with multiple steps recognizing years of service and multiple lanes rewarding credits earned and advanced degrees. However, the district administration in the late 1970s did not believe that additional credits and degrees contributed to improving teachers' classroom performance. It decided to realign the priorities of the teacher pay plan away from rewarding teachers for additional degrees and credits and toward place more emphasis on rewarding experience. To that end, the district offered to buy-out the lanes rewarding credits and degrees by offering larger pay increases for longevity. The local association, an affiliate of the National Education Association, generally accepted the district's compensation goals and the resultant pattern of trading compensation increases linked to degrees

and credits for general pay increases. Thus, over time, the parties eliminated several horizontal pay lanes in favor of vertical increases.

At one point the district offered consecutive 11 percent and 12 percent pay increases over a two-year period that, once accepted, effectively eliminated horizontal movement in the salary schedule. The 11 percent and 12 percent pay increases apparently were hard for the union to turn down, coming on the heels of average increases of about 5 percent a year. As a result, by the early 1980s, Manitowoc teachers had lost all horizontal movement for credits and degrees in their salary schedule.

During that same time period, the district implemented a merit pay plan, which were popular at that time. Manitowoc's was a nominal program that each year awarded one administrator and two teachers each a \$1,5000 bonus. The union was against the merit pay program and filed a grievance to terminate it, objecting primarily to the subjectivity of the criteria associated with winning the bonus. Most teachers believed the superintendent simply picked the bonus recipients on a personal whim. Like educational merit pay programs nationally (Hatry et al., 1994; Murnane & Cohen, 1986), merit pay in Manitowoc was short lived. The program survived one year and was discontinued in 1983, leaving Manitowoc teachers with a negative feeling about any compensation change resembling merit pay.

Finally, despite district objections, there was some movement back toward horizontal pay increases. The union requested the addition of a Master's lane, and the matter went into arbitration. The arbitrator's ruling provided for a two-lane schedule, one for a Bachelor's degree and one for a Master's degree. This two-lane, multiple step structure remained in place until the 1999-2000 contract.

But under the two-lane structure, there were no salary increases until a full Master's degree was earned, and no financial incentives for educational credits or degrees beyond the Master's. Under this structure, an earned Master's degree provided about a 10 percent pay increase at each experience step, with a maximum value of about \$4,000 on step 12 (the last step). With the cost of a Master's program at the local state university estimated to be \$12,000, the 10 percent increase likely was not much of an incentive in the short term. This conclusion is supported by the fact that only 22 percent of Manitowoc's teachers held a Master's degree, as compared to the statewide average of over 60 percent.

3. CREATING A NEW NEGOTIATION CONTEXT

Over a ten-year time period, several different initiatives helped to create a context for negotiating a new compensation structure. This section describes these initiatives, which combined were developed over the time period from 1990, when the new superintendent took office, to the start of the 1999-2000 negotiations. These developments - some state and some local - helped both the union and district to move teacher compensation change away from merit pay and towards viable and professional new forms of compensation. The former concerned state teacher quality initiatives and teacher bargaining constraints; the latter included the district's new vision of quality instruction, related initiatives in professional development and teacher evaluation, and both the district and the union's desire to change the negotiation's atmosphere and focus.

State Teacher Quality Initiatives

Two key state policies influenced bargaining for teacher salaries, the first including fundamental changes to the state's teacher licensing program and the second constraining negotiated salary increases. Two key elements of the state's teacher quality initiatives emerged

from Wisconsin's new teacher licensing requirement. The new system created a three stage licensing structure and a shifted to performance-based licensing process (Youngs, Odden & Porter, 2000), both centered around a set of teaching standards. The three license levels were: Initial Educator earned upon successfully completing a university teacher training program, Professional Educator earned after meeting teaching standards during the first years of teaching, and Master Teacher earned by engaging in ongoing professional development and enhancing one's practice above that for the professional educator. Performance-based teacher licensure meant that, in the future, Wisconsin teachers would earn a license not just by taking and passing a set of university courses, but by acquiring a set of instructional skills that could meet a series of performance standards sufficient for the novice teacher. In short, teachers would earn their full license and become a Professional Educator when they had learned and could use a specific set of knowledge, skills and teaching expertise.

The three licensure stages were interconnected by teaching standards modeled after those developed by the Interstate New Teacher Assessment and Support Consortium (Odden, 2000). Pre-service university training programs were to be structured around those standards, earning the professional licensure required a performance assessment of practice to those standards, and the ongoing professional development required to move into the Master Teacher level also had to be linked to those standards. The implication for Manitowoc was that a traditional salary structure with steps related to longevity and lanes related to unfocused Masters Degrees would almost immediately be unaligned with the new state licensing system. Some new structure, incorporating the three-licensure levels and linked to standards of quality instruction, would constitute alignment.

In terms of the bargaining constraints, Wisconsin's Qualified Economic Offer (QEO) legislation, passed in 1993, prohibited mandatory arbitration if a school board offered teachers an increase of any combination of salary and benefits that reached 3.8 percent (2.1 percent increase in salary and a 1.7 percent increase in benefits) as a percentage of the total compensation package. If the board offered a package that met that percentage increase benchmark, the union had to accept it as the board could impose it. Further, prior to the 2000 budget year, the 2.1 percent increase in salary included any horizontal movement costs, which for a district such as Manitowoc with only two lanes, meant any increase in horizontal movement would quickly meet the QEO dollar limit and allow the district to potentially reject proposals with a total cost greater than 3.8 percent.

District Vision of Quality Instruction

The state shift to teaching standards fortuitously reinforced the new superintendent's search for a vision for improving instruction in the district. Although from the start of his time in Manitowoc the superintendent was unhappy with the two lanes of the salary schedule, he knew that initiating a dialogue about changing the teacher compensation structure was not the best way to begin discussions about needed change in the district. The superintendent felt that the driving concept for all change in the district should be that improving instruction was the key to improving student achievement. This required a specific focus on how to describe and talk about effective instructional practices. For this focus, he concluded that the authentic instruction and authentic assessment model developed by Fred Newmann, Walter Secada, and Gary Wehlage (1995) at the University of Wisconsin-Madison would be good for the district.

The authentic instruction framework included three interconnected ideas: "1) the construction of knowledge through 2) the use of disciplined inquiry that 3) has some value or

meaning beyond success in school" (Newmann, et al., 1995:5). Learning in this manner requires teachers to create a curriculum that expands expectations of students beyond mere reproduction of facts. It requires them to engage students in analytic tasks conducted by appropriately using the tools of different content areas. Value and meaning beyond school requires that student academic work have a use beyond school, which could include problem tasks linked to real world problems or issues.

Using the authentic instruction model (Newmann et al., 1995), Manitowoc educators and administrators constructed a set of standards for classroom instruction with four different domains: higher order thinking, deep knowledge, substantive conversation, and connections to the world beyond the classroom. An associated evaluation rubric defined each of these standards and different levels of teacher performance to these standards ranging from 1 to 5.

The superintendent's decision to adopt a specific instructional approach – the research-based authentic instruction model – redefined teaching and student assessment in Manitowoc and was the beginning of the district's development of a shared vision of quality instruction. The superintendent also realized that the traditional options available for teacher professional development would not promote the more specific and complicated knowledge and skills necessary to effectively teach in an "authentic" manner. Thus, he began to promote the idea of a locally run professional development academy that would focus on developing the knowledge and skills that were critical for the district to successfully implement this new approach to instruction. He also involved the district in creating a regional Professional Development Certificate linked to National Board Certification. Both initiatives are described next.

The Manitowoc Public School District Academy

The Manitowoc Public School District Academy is designed to help all teachers learn how to deploy authentic pedagogy and assessment – the district’s vision of quality instruction – and to provide an opportunity for in-house knowledge and expertise to be shared with others within the district. The Academy is intended to draw upon the strengths and expertise of individual teachers within the district and to provide advanced training opportunities that are aligned with and relevant to the district’s vision of good instruction. Examples of courses offered through the Academy include “Planning for High Quality Intellectual Achievement,” “Newmann 101, Understanding the Authentic Pedagogy Standards,” “Reading Assessments,” and “Six Trait Writing.”

A team of both teachers and administrators approve proposed courses, with final approval by the Board of Education through the Director of Student Learning. Each proposal must include the title, a description of how the course supports authentic pedagogy and authentic assessment, a detailed course outline, required texts, and requirements for course fulfillment. The district “expects the same academic rigor that would be expected by any college or university.” In certain cases, a local college or university recognizes Academy courses for graduate credit.

Student expectations for the Academy courses are explicitly spelled out. They include mandatory attendance at all sessions, maintenance of a personal journal recording the participant’s cognitive and reflective experiences during the course, and a one-page summary essay of the learning and application of the course to one’s work and/or personal growth with emphasis on what impact the course has on improving student performance by providing high quality intellectual work experiences for students. Courses are graded on a pass/fail basis and credits are granted based on the hours of instruction associated with the course (one hour of

credit for at least 15 hours of instruction, two hours of credit for 30 hours of participation, and an expectation that at least two hours of outside work would be required for every hour of class time).

Most of the instructors are district teachers, although both teachers and administrators can submit a course proposal. Instructors are paid \$750 for a 1 credit course, \$1,500 for a 2 credit course, and \$2,250 for a 3 credit course. The Academy was designed to be self-funded in that teachers pay \$75 per credit to offset the cost of the instructor.

The Academy provides a less expensive and on-site training option that allows more teachers to participate in professional development activities than if they had to formally enroll in a university program. In addition, those teachers who develop and present a course can waive the stipend and receive course credit for the same number of credits as the course offers other teachers.

Two initial concerns about the Academy were the lack of portability of Academy credits to other districts and the perception that the Academy should not be allowed to completely replace higher educational programs. To some extent, the lack of portability might be a retention tool for the district because teachers who participate in Academy courses would not receive credit for those courses if they moved to another district and would potentially lose pay. Nonetheless, there is a restriction on the number of district credits that can be used towards pay level movement over a teacher's career; no more than 36 district credits can be used for that purpose.

In addition, if a teacher reaches a certain lane of the new salary structure (Lane 5) without a Masters Degree or a Professional Development Certificate (see below), any credits earned for advancement into subsequent levels must be towards a Masters Degree or a PDC. This

requirement ensures that a teacher who wants to continue to move through the salary schedule must at some point go beyond the boundaries of the district to receive advanced professional development through a formal higher education institution. This should also help develop and maintain a highly qualified source of teachers whose experience can be drawn upon for Academy courses and mentoring.

Professional Development Certificate

An additional professional development opportunity includes earning a Professional Development Certificate (PDC) through a program developed jointly by the state education association and the University of Wisconsin-Green Bay, with participation by neighboring districts, including Manitowoc. The certificate's criteria are aligned with the teaching standards of the National Board for Professional Teaching Standards, which are very compatible with the authentic pedagogy model. The program is "designed to meet a demand from teachers and districts to provide a responsive and practical structure for continuing professional growth and improved student learning." (University of Wisconsin-Green Bay, 2001)

The program typically takes 18-24 months to complete. It has three main features: core seminars, an Individual Learning Plan, and a Portfolio. The seminars, typically taken during the first year of the program, provide a common knowledge for the program participants. Seminar topics are presented in the order they must be taken and include:

- Orientation; Standards; Learning Experiences
- Planning Action Research; Collegiality; the Individual Learning Plan
- Inquiry and Reflection; Conducting Action Research
- Database decisions; The Learning Community
- Portfolio Preparation

The Individual Learning Plan (ILP) sets forth a structure and plan for individualized professional growth and organizes the participant's learning activities related to the PDC. A team or partners may develop a joint ILP but each individual is assessed separately. The ILP includes learning experiences and an action plan based on the National Board for Professional Teaching Standards (NBPTS) core propositions, an action research project, and related professional reading.

The Portfolio includes a self-assessment against the National Board's standards, description and reflection on the learning experiences included in the ILP, an Action Research report and abstract for the PDC Data Bank, and an annotated bibliography.

PDC assessment is carried out by the PDC Quality Review Board, including a formative review of the Preliminary ILP, Adjusted ILP, and Action Research proposal, and final scoring of the Portfolio. More detailed information about the PDC can be obtained at the web site of the University of Wisconsin-Green Bay (University of Wisconsin-Green Bay, 2001).

Other Professional Development Options

The district also encourages teachers to engage in a variety of other professional development options, including earning a Masters and Doctorate degree from local universities. Indeed, the strategy of the district has been to encourage teachers to engage in a wide range of professional development activities, all reinforcing and helping to develop authentic instruction and authentic assessment expertise. Examples of the full range of options include: taking courses in the District's Academy; enrollment in a higher education program (Masters, Doctoral, or Professional Development Certificate Program); application for National Board for Professional Teaching Standards; enrollment in a mentoring course and applying new learning in mentorship roles; accepting responsibility for leading curriculum writing projects, textbook

adoptions, grant writing proposals, and other district committee work connected to improving student learning; serving on district learning team involving observing other teachers, being observed, video taping analysis of team observations and providing analytical pedagogical feedback centered around high quality intellectual work for students; plan to travel with direct connection to teaching; and a personal, professional reading plan.

Further, each teacher chooses professional development activities that meet his or her individual learning needs and goals. But in order to qualify for movement on the new salary schedule, they need district approval to ensure that their selected options are aligned with the district's vision of instruction and the state teaching standards. Thus, although the identification of professional development needs and available opportunities are traditionally a centralized human resource activity, in Manitowoc it has been made almost exclusively an individual teacher decision, with the district making available a wide range of nontraditional and traditional professional development options but all within their vision of a specific instructional approach – authentic pedagogy.

Teacher Evaluation

The final element bolstering the district's view of good instruction comprises its new approaches to teacher evaluation. The district uses several types of teacher assessments, although in general none are directly linked to the pay system. It is important to note that these alternative evaluation strategies were never formally negotiated. Each evolved and continues to evolve, and both the administration and the association believe that the evaluation options were more flexible and professional because the specifics were left outside of formal negotiations.

The primary teacher evaluation structure uses the Authentic Instruction model created by Newmann et al., (1995). This system includes four teaching standards: higher order thinking,

deep knowledge, substantive conversation, and connections to the world beyond the classroom. The system defines each of these standards in some detail and uses a scoring rubric that assesses the instructional practice of each individual teacher to five levels of performance. Though the results of this evaluation are not used in the pay system, which also is the case in Coventry (RI), its purpose is to provide ongoing feedback to teachers on the degree to which their instructional practice meets benchmarks of “authentic pedagogy.”

A companion evaluation element is used to assess more specifically the teacher’s approach to evaluating student work. The purpose of this element is to determine the degree to which a teacher uses “authentic assessment” approaches in evaluating student work that is produced as part of each curriculum unit taught.

These two evaluation elements combined provide teachers feedback on whether their instructional practices meets the benchmarks for “authentic pedagogy” and whether the student work they require and score meets the benchmarks for “authentic assessment.” So the evaluation system provides teachers direct feedback on the degree to which their instructional practice meets the district’s vision of quality instruction.

Another form of evaluation is a portfolio that is required as part of the requirements for newer teachers to enhance their instructional practice to a level above Initial Educator, and to move to the next pay level, and its use is described in the next section.

Finally, because many Manitowoc teachers provide courses in the Academy, teachers evaluate other teachers as a part of course completion. Teachers who instruct Academy courses are responsible for the pass/fail evaluation of the participants. This evaluation may not directly reflect on a teacher’s job performance, but it does affect whether they pass the course and earn the credits that can be used for movement on the salary scale. End-of-course evaluations

completed by all course participants provide feedback to the instructor and the district on the quality of the course as actually taught.

Linking Instruction to Pay

As comprehensive as the district's approaches to quality instruction, professional development and teacher evaluation were, there still remained the task of linking these instructional initiatives to the pay structure. Again fortuitously during this same time frame, the superintendent read the work of Allan Odden and Carolyn Kelley. Their book, *Paying Teachers for What they Know and Do: New and Smarter Compensation Strategies to Improve Schools* (Corwin Press, 1997), detailed new pay concepts including rewards for teachers for developing knowledge and skills related to their instructional responsibilities. This type of compensation model struck the superintendent as being a good fit with the initiatives on quality instruction and provided a new concept of compensation that was not merit pay and rewarded teachers for acquiring enhanced instructional expertise. A knowledge and skills-based pay structure could directly reward teachers for working to develop the knowledge and skills required to deploy authentic instructional practices in their classrooms. However, his initial perception was that the local teachers' association as well as its parent national association would be against this type of compensation reform.

Coincidentally, the superintendent was asked to attend the NEA's regional meeting by a teacher in the district. At that meeting he discovered that on a national level the NEA was beginning to embrace new knowledge and skill-based pay concepts, and concluded that with the proper support and education, these compensation changes could now be possible in Manitowoc.

New Negotiating Teams with a Different Attitude

The final contextual factor entailed the individuals who would conduct the negotiations for a new salary system. Historically, both parties had taken an adversarial position towards district/union relationships as well as contract negotiations. The former superintendent and board used an outside attorney to lead negotiations for the district. The union countered by including its local UniServ director in negotiations. Both were skilled at adversarial tactics. But the new superintendent had traditionally used in-house staff for negotiations and wanted to continue this process. Before doing so, however, he moved several individuals into district administrative positions that would involve them in the negotiation process. He selected individuals who would work in a more cooperative way with the union leaders. The union reciprocated by no longer involving its UniServ director in the negotiation process. The result was an improved negotiation context – not perfect but much improved.

Even greater changes occurred during the 1999-2000 negotiation process. Because of a shift in union leadership, it sent different individuals to the table for these negotiations. With respect to the union, its members acknowledged its past role in bargaining away the horizontal salary movement and recognized the importance of negotiating additional horizontal lanes back into the contract, both to recruit new teachers and to retain current teachers. In addition, both the chief negotiator and the president commented on their desire not only to change the direction but the tone of past district negotiations. The acrimonious relationships of past union leaders and administrators were an influencing factor in their choice to become actively involved in the local association.

The association's chief negotiator and the district's chief negotiator (who up to 1992 had been a teacher and active union member in the district) were able to improve what was already

moving towards a trusting relationship. Both negotiators commented on the high level of trust that existed between them before their career paths landed them on opposite sides of the negotiating table. Although there was some discussion about seeking formal training in interest-based bargaining, both chief negotiators felt that the parties had reached this point of trust on their own and that involving an outside party in formal training would only detract from what they already had learned and the relationship they had built.

Though a decade of working together was viewed as a strength, these years together also created patterns that limited consideration of new ideas. Thus, for the compensation system in Manitowoc to fundamentally change as a result of the 1999-2000 negotiations, the superintendent believed that he needed a parallel on the union side, who was as knowledgeable as himself about newer thinking about compensation and instruction.

Fortuitously, the state association had appointed a new UniServ director to work with the Manitowoc district, and the particular individual appointed happened to be knowledgeable about new directions in teacher compensation. After meeting with the new UniServ director, the superintendent realized that the local association had an untapped resource, who was both knowledgeable about new thinking in compensation and instruction and committed to quality instruction and teacher professionalism. Despite some difficulty working with the previous UniServ director, the superintendent thought it would be advantageous to bring the new UniServ director into the compensation negotiations. The association negotiator also believed that "reinvolving" the UniServ director was a good idea, but not if the district responded by bringing in an attorney. The superintendent agreed. All parties interviewed agreed that the partnership between the superintendent and the new UniServ director provided the knowledge base and leadership to see the negotiations through to an agreement that significantly changed the

district's compensation program. Further, the UniServ director was able to forge an even more positive working relationship between the parties by acting as an informal facilitator between the union team and the district.

Summary

So it was the convergence of several factors - state movement to performance-based licensure based on teacher knowledge and skills, a new district vision of quality instruction and related professional development and teacher evaluation systems, new ideas about compensation structures, new people on the negotiation team for both the district and the union, and the desire to negotiate more collegially - that combined to help the district move forward and negotiate a very different kind of teacher salary schedule.

4. NEGOTIATING THE NEW SALARY STRUCTURE

Both the school district and the union had an interest in changing the traditional salary schedule, and many of their core goals converged. For example, both district and union leadership were interested in improving the quality of instruction, improving teacher retention, and moving away from the existing two-lane compensation model. Although both sides had some additional objectives, these three, shared goals were sufficiently strong for both sides to develop a common vision from which to build their new plan. As one member of the union team put it, "We all knew what we did not want."

The union negotiating team included the president, chief negotiator, and other officers, as well as teacher representatives elected from each school level; the team also received support from the new UniServ director. The district team consisted of the superintendent, the human resources director/chief negotiator, the business manager, and several school board members. In February of 1999, the negotiating teams sat down to begin the process of redesigning the

district's compensation structure. The union team asked the UniServ director to present an overview of new thinking in compensation to the two teams.

After this presentation, the negotiating teams decided to develop a joint compensation vision statement around which to focus the contract negotiations. The vision they agreed on, "to create a competitive salary schedule that will attract and retain teachers and that will encourage and reward the acquisition of new skills and knowledge," was used throughout the contract negotiations to keep the process focused on the shared objective sought in a new compensation structure.

This step proved to be instrumental to successful negotiations. The compensation vision reflected both the objectives of the district leadership to increase the knowledge and skills of the teachers in the district as well as the association's objective to raise pay levels to be more competitive. Two key ground rules helped prevent the process from breaking down. The first was to return to the vision statement when in design or decision-making trouble. The second involved putting any discussion of money aside until the larger issues had been worked out.

While the combined negotiating teams constructed the overall vision, smaller working groups were formed to hammer out the details. Both parties agreed to work on the specifics of the money later. The decision to set the money aside created a negotiation context that was clearly different from past negotiations and included discussion of learning issues; several people noted that the instructionally focused dialog was the negotiation outcome of which they were proudest.

Roadblocks and Resolutions

Before designing the specifics of a new structure, the negotiation team decided to address potential roadblocks, some political and some budgeting issues. The union team knew they were

representing many people at the later stages of their careers, many of whom might not be interested in having to change their instructional practice in order to earn pay increases. But the team felt that senior members needed to support the new contract. And because senior teachers tended to be more likely than junior teachers to vote on contract issues, the new contract needed something that appealed to them, even if the pay for knowledge and skills piece did not. Thus, the union team believed it needed a contract sweetener aimed at senior teachers.

One target was the funding of retiree health insurance costs. The district's past commitment to fund 50 percent of the health insurance costs of retirees up to \$2,250 had not kept pace with inflation and the difference between 50 percent and the maximum amount would soon need to be paid out of pocket by retired teachers. This issue was identified as a possible sweetener for veteran teachers. The district agreed to cap the payment for health insurance premium after retirement at 50 percent, but to raise the district's maximum contribution from \$2,250 to \$4,020. Although this was an important feature of the agreement for the union, the district did not perceive it as a major concession, and it certainly helped teachers who were about to retire.

Another design issue was how to treat professional development and college credits already achieved by teachers prior to the new compensation structure going into place. Under the old system, professional development credits were not recognized until after the degree was completed and the master's earned. The bargaining teams knew that if the horizontal structure of the salary schedule was expanded to include all credits, many teachers would want their past accumulated credits to be recognized, which would make the implementation too expensive. To address the cost issue, the parties agreed that everyone would start from ground zero and no old credits would be carried over to the new schedule. This "non-grandfathering" of credits was

perceived as a major concession by the union and required a conscious refocusing by the bargaining teams on the joint compensation vision and the overall goals the new compensation system was expected to help achieve.

To budget for the new horizontal movement that would be part of the new salary structure, the district looked at other districts with pay schedules with a similar number of lanes and extrapolated a projected dollar amount for horizontal movement the first year of the new pay structure. The district budgeted \$50,000 for year one under the new plan, and an additional \$85,000 after that year. The additional spending reflected a 333 percent increase in funds dedicated to horizontal movement the first year and a 900 percent increase in subsequent years, and beyond the 2.1 percent required by the QEO.

The actual structure of the new compensation plan was developed by trial and error. Members of both negotiating teams introduced compensation structures from other school districts by projecting a computer image of each plan onto a large screen and the group critiqued each plan. The superintendent believes it was during these sessions that some of the greatest learning took place and the school board really came on board with the changes.

The first draft of the new structure ultimately increased base pay by only 1.25 percent, which the union felt was unacceptable. The UniServ director encouraged the union team to think about the younger teachers they were representing and the aggregate advantages the new structure had for them as compared to the old structure. The new plan would allow younger teachers to earn significantly more money more quickly than under the old system, and would give them “just cause” protection in two to three years rather than the four year probationary period under the previous contract. In exchange, teachers would need to demonstrate higher and more specific standards of performance.

Under the state's QEO, the district technically could have included any horizontal costing in its 3.8 percent Qualified Economic Offer and the association would not have had access to mandatory arbitration. To help the parties bridge this impediment, the UniServ director proposed that the district not include the cost of any horizontal movement in its salary offer. The rationale for that was supported by projections of a teacher's earnings for several years under the existing two-lane salary schedule and under the proposed eight-lane system. With horizontal costing included in the figures, the projected earnings under the old system surpassed that under the new system at the five year mark, suggesting that it would be to the teachers' benefit structurally to retain the old salary schedule. The agreement to exclude the cost of horizontal movements from the total package cost was significant because it demonstrated that the district was committed to paying teachers to learn new knowledge and skills. Ironically, this agreement foreshadowed the state legislature's action later that year to amend the QEO law to exclude horizontal funding from the QEO formula for all districts.

The negotiation chronology shows that the negotiation focused on educational issues before money and when important monetary issues arose, both the union and management made concessions. The union accepted a smaller increase to the base, but newer teachers were given the opportunity to earn more if they acquired new skills. The district agreed to a sweetener for teachers near retirement who may not have the motivation to learn new skills and thus would not benefit from the enhanced pay opportunities. These balanced concessions led to an overwhelmingly favorable vote by the association to accept the new compensation structure.

Reflective Commentary on Creating a New Negotiation Context

The superintendent, who was the main architect of these changes, recounted a methodical and well thought out strategy for moving the district incrementally towards a context where a

new compensation structure was a logical and acceptable next step. He believed that having a clear instructional vision, a differentiated professional development model to train teachers in that vision, and an evaluation system flexible enough to encourage teachers to try new practice, were all critical pieces needed to support a compensation plan that rewarded knowledge and skills. He also believed that the union leadership deserved significant credit for "stepping out of the box" and taking ownership of the new plan even if the direct short-term effects benefited less-experienced teachers more than senior teachers.

Union leadership acknowledged that they were able to remain true to traditional labor union values and also to improve classroom instruction and to increase the potential earnings of members, thus making Manitowoc more competitive.

The negotiators from both sides believed that having only a two-lane system to begin with made it easier to agree on the new program. Further, though the new compensation plan resembles a traditional single salary schedule on the surface, the underlying structure is fundamentally different in several important ways. The new compensation structure provides more opportunity for advancement, is consciously aligned with the other elements of the district's human resource system, and bases all horizontal movement on knowledge and skills that are valuable to the district's overall vision of instruction.

5. MANITOWOC'S NEW PAY SYSTEM

The fundamental feature of the new pay plan is an expanded number of horizontal lanes, with movement across lanes contingent upon earning professional development units and degrees or the PDC. The previous plan had two lanes, one for teachers with Bachelor's degrees and one for teachers with Master's degrees. The new compensation structured expanded these two lanes into eight lanes, with movement from one lane to another typically requiring 12

credits. (In terms of actual salary amounts and for transitional placement of current staff, Lane 2 of the new schedule is comparable to the Bachelor’s lane on the previous schedule and Lane 5 of the new schedule is comparable to the Master’s lane on the old schedule.) What constitutes a “credit” that can be counted towards movement from one lane to the next has been broadened considerably. In addition to traditional college coursework, credit options include Manitowoc Academy courses, credits for the Professional Development Certificate program, and others.

The new schedule also is an interesting combination of pay for engaging in professional development activities designed to develop authentic instruction (unit credits), as well as demonstrated performance of authentic instructional practice. The latter are provided largely by the performance assessment that the state requires for earning the Professional License, and the performance assessments required for earning the Professional Development Certificate and National Board Certification.

The 1999-2000 pay schedule is given in Table 1. The shaded cells represent “transitional” pay points that are being eliminated as current employees move out of those pay cells. Inexperienced teachers with a Bachelor’s Degree enter in Lane 1, while those with a Master’s Degree enter in Lane 4. Experienced teachers with a Bachelor’s Degree or Master’s Degree enter at the appropriate step in Lane 2 or Lane 5, respectively. In Lanes 1 and 4, the cells enclosed within the thick border represent the annual pay increases available to inexperienced teachers who are in their first five years of employment with the district. As described in more detail below, no pay increases are provided after the fifth year for teachers in those pay lanes who do not meet the developmental standards for new teachers that are required in order to remain a teacher in the district.

Table 1

1999-2000 Manitowoc Education Association Teachers' Salary Schedule

Step	Lane 1	Lane 2	Lane 3	Lane 4	Lane e 5	Lane 6	Lane 7	Lane 8
0	27,200	27,542	28,451	29,360	30,268	31,266	32,265	33,263
1	28,200	29,162	30,124	31,087	32,049	33,106	34,163	35,220
2	29,766	30,782	31,798	32,814	33,830	34,946	36,061	37,177
3	31,333	32,402	33,472	34,541	35,610	36,785	37,959	39,134
4	32,900	34,023	35,146	36,268	37,391	38,624	39,858	41,091
5	34,467	35,643	36,819	37,996	39,172	40,464	41,756	43,048
6		37,263	38,493	39,722	40,952	42,303	43,653	45,004
7		38,883	40,166	41,450	42,733	44,142	45,552	46,961
8		40,504	41,840	43,177	44,513	45,981	47,450	48,918
9		42,124	43,514	44,904	46,294	47,821	49,348	50,875
10		43,744	45,188	46,631	48,075	49,661	51,246	52,832
11		45,364	46,861	48,358	49,855	51,499	53,144	54,788

Source: July 1, 1999-June 30, 2001 Board of Education Teachers' Agreement, Manitowoc Public School District

The key structural elements of the new pay system are summarized below, with more information on each element following:

- Designated “new hire” lanes based on whether an individual has a Bachelor’s or Master’s degree, and whether she or he has prior teaching experience;

- Pay lane movement provisions for veteran teachers that require demonstrated professional growth and development related to the district’s vision of instruction and that allow individual teachers to pursue their own professional development objectives;
- Performance-based standards for lane movement for new teachers that are aligned with state licensure provisions;
- A probationary period of three years for all new hires (experienced and inexperienced) with the ability to shorten the period to two years upon meeting certain specified criteria that also relate to pay level movement;
- Additional pay opportunities (“overlays”) for high-level teaching expertise or advanced professional development achievements.

Designated Pay Lanes

The pay structure specifies different hiring lanes for new Manitowoc teachers with Bachelor’s degrees and those with Master’s degrees; it also differentiates between those with prior teaching experience and those who are new to the classroom. Teachers *without* previous teaching experience will begin at Lane 1, Step 1 (Bachelor’s degree) or Lane 4, Step 1 (Master’s degree); teachers *with* previous teaching experience will begin at the appropriate experience step in Lane 2 (Bachelor’s degree) or Lane 5 (Master’s degree). The differentiation between initial pay lanes based on degree attained is intended to make the district more attractive and competitive and to enhance its ability to recruit both new and experienced teachers with an advanced degree.

Pay Lane Movement Provisions for Veteran Teachers

The provisions for movement from one pay lane to the next by experienced teachers clearly demonstrate the vision statement that kept the negotiations on course, i.e., “to create a

competitive salary schedule that will attract and retain teachers and that will encourage and reward the acquisition of new skills and knowledge.” Initially, the parties intended to align the new pay system with the licensing levels in the new state system, but that approach would have resulted in only three lanes because the state system had only three categories of teachers, Initial Educator, Professional Educator, and Master Teacher. In addition, the Master Teacher license is a level to which not every teacher might wish to aspire. Thus, tying salary levels directly to just the three licensing categories would not have met the goal of encouraging and rewarding the acquisition of new skills and knowledge. By establishing an eight-lane salary structure and allowing more flexibility in how one accumulates the “credits” needed to move from one lane to another, the district expected more teachers to be interested in participating in the variety of professional development activities that will both enhance their teaching skills and lead to higher pay.

The basic concept behind pay lane movement is simple: after earning 12 credits, a teacher will move to the next pay lane. Approved credits from a university program constitute one way to earn credits. But involvement in the PDC program also earns credits; one horizontal pay level movement is granted upon the successful completion of Core Seminars 1 and 2 and the first two sessions of Core Seminar 3 (12 credits). Successful completion of the PDC program constitutes 24 credits and results in two lane advancements. Credits earned in the district’s Academy can also count towards salary level movement.

Further, teachers hired before 1999-2000 who do not move a pay lane within seven years will be frozen at their current pay step; moreover, any experienced teacher hired new to the district on or after 1999-2000 who does not move a pay lane within five years – i.e., does not engage in 12 units of approved professional development – will be frozen at his or her current

pay step. The goal is to encourage teachers to engage in credit earning professional development both to enhance their instructional practice and to increase their pay. Negotiators for both sides felt that five to seven years was more than adequate for most people to earn 12 credits, either through the Academy, the PDC program, a formal higher education program or the many other possible options.

Performance-Based Standards for Lane Movement for New Teachers

Although movement from one pay lane to the next for experienced teachers requires completion of 12 credits, pay lane movement for new teachers without previous teaching experience is somewhat more complex. These teachers must earn 12 approved credits but also are required to satisfactorily complete a set of performance-based activities that are intended to allow the teacher to demonstrate that she or he has the instructional knowledge and skills expected of Manitowoc's teachers. The activities required are: 1) a videotape of at least one lesson and review of the videotape with the mentor; 2) a portfolio that includes examples of lesson plans and examples of student work related to those lessons, demonstration of content/development knowledge, a professional growth plan, an optional videotape of a lesson; and, 3) participation for at least one year in the district's Mentor Program (a second year may be required upon recommendation of the immediate supervisor). The Mentor Program, which is a support component, is intended to help new teachers develop the knowledge and skills that are expected of the district's teachers and to ensure that a solid base of quality teachers are in place as the district loses a large number of its most experienced teachers due to retirement in the next several years.

The district provides explicit information about each recommended aspect of the portfolio to assist teachers in choosing and preparing appropriate evidence and to ensure that

representative work is included. For example, the following addresses the lesson plans required for the portfolio:

(F)our high quality lesson plans - one per quarter - will be submitted to the teacher's immediate supervisor for his/her evaluation. Each lesson plan will contain the following three elements: objectives, aligned with the State Academic Standards, that specify the skills and knowledge that students are to attain in the lesson; an assessment plan that explains how students will demonstrate the degree mastery that they have achieved in meeting those objectives; and an instructional plan that details the learning experiences that students will be provided in order to attain those objectives (Manitowoc District Document, 2000).

Each portfolio is formatively assessed by the novice teacher's mentor and principal and then summatively evaluated by the director of human resources and/or the superintendent. The lesson plans are evaluated using the two sets of rubrics used for teacher evaluation, i.e., the rubric for authentic instruction and the rubric for assessment evaluation.

The mentor and the building principal validates that a new teacher has completed the activities and the results meet the standards. However, to ensure consistency across schools, the building principal and the superintendent or his/her designee also evaluate the portfolio. These requirements for new teachers are aligned with the state's requirements for earning the Professional Educator license. If a teacher meets the Manitowoc standards, he or she likely also will pass the assessment for the Professional Educator's license. This alignment was a deliberate goal for the pay system designers and is intended to make Manitowoc attractive to new teachers holding an Initial Educator license by essentially matching the district's employment and professional growth expectations with the state's expectations for beginning teachers who, within a few years, must earn the Professional License. Since earning the Professional License requires a formal assessment of the teacher's level of expertise, the beginning of the salary schedule includes both professional development credits and a performance assessment for movement across lanes.

Inexperienced new teachers will receive no pay increase beyond the fifth year of employment until the Manitowoc new teaching standards are met. In addition, district representatives indicated that an individual who was not able to meet the standards within the three-year probationary period would likely not be retained.

Probationary period. Although the requirement for and duration of the probationary period for newly hired teachers technically is not part of the compensation system, changes were made to probation as part of redesigning the pay system. The previous contract required a four-year probationary period; the new contract requires a three-year period, which may be decreased to two years if a new teacher successfully meets the standards for movement from the initial lane assignment in two years. Upon removal from probationary status, a teacher also receives “just cause” protection under the contract. This change is intended to provide a positive incentive, in addition to pay, for new teachers to demonstrate that they meet the standards that are expected of the district’s teachers. Teachers new to Manitowoc and with prior teaching experience can opt to complete the activities required for new, inexperienced teachers, and would also have a shortened probationary period if they successfully meet the standards in two years.

Knowledge and Skills Pay Overlays

As noted previously, the new pay system is intended to encourage ongoing learning and acquisition of knowledge and skills needed by the district and to motivate well qualified teachers to teach and to stay in Manitowoc. In addition to the new eight-lane salary schedule, the new pay system provides three additional knowledge and skills pay opportunities or “overlays” – one for a doctorate, one for National Board certification, and one for becoming a Master Teacher. A teacher who has earned a Doctorate and/or has received certification from the National Board for Professional Teaching Standards will receive a 13 percent base salary increase; in theory a

teacher who possessed both a doctorate and was National Board certified would receive a base pay increase of 26 percent. Further, any teacher who attains the highest level in the state's new teaching license system, Master Teacher, will receive an additional salary amount; the specific dollar amount or percentage will be bargained in the future. Together with the new eight-lane schedule, these pay overlays move the district far beyond its previous two-lane schedule and in multiple ways encourage and reward teachers who engage in ongoing and advanced professional development.

Examples of How the System Will Work

Three examples of teachers at different points in their career show how the new system can work. First take a brand new teacher, one who has just earned Initial Educator status. For the first two years, she could take district provided professional development, work with a Mentor, and complete a portfolio. If the review of the portfolio and resultant professional growth plan indicated that the teacher's practice met the district's authentic teaching standards, and if the teacher had completed 12 units of professional development, she would move to Lane 2. The teacher could also go through the assessment for the state's Professional Educator stage. If she then enrolled in a 36 unit Master's Degree program, she could move to Lanes 3, 4 and 5, each time she earned 12 units (which could be every year if she took 4 three-unit courses annually) and earned her Master's degree by the end of the third year. She then could enroll in the Professional Development Certificate program, which would move her another two lanes as she moved through that program. Finally, she could go for National Board Certification, which if attained, would increase her salary another 13 percent.

An experienced teacher who already had a Master's Degree would begin the system in Lane 5. She, too, could enroll in the PDC program, and move to Lane 6 after taking 12

credits in this program, and to Lane 7 after completing the program. If she then enrolled in the district's Academy program for 12 units to prepare them for National Board certification, she could move to Lane 8 after the 12 units and gain a 13 percent salary hike if she also received Board Certification.

Finally, an experienced teacher without a Master's Degree would initially start in Lane 2. He then would have several sequencing choices. He could start engaging in more professional development by earning credits from the district's Academy. He could move to Lane 3 after 12 credits. He then could enroll in a Master's program, which would move him to Lane 4 after 12 units and to Lane 5 when he earned the Master's degree. He could then enroll in the PDC program, or other professional development activities that earned credits, advancing one lane after each set of 12 credits were earned. Alternatively, he could first enroll in the PDC program and then enroll in a Master's degree program. At any time he felt prepared, he could attempt to earn certification from the National Board for Professional Teaching Standards.

Note that in all three examples, teachers likely would engage in both district provided and university provided programs, but all programs would be structured by teaching standards that reinforced the district's own authentic teaching standards. For new teachers, credits earned would be the factor propelling them across lanes, but they would undergo three external reviews of their instructional practice as well – one for the Professional Educator license, one for the PDC and one for National Board certification – so they would be engaging in professional development activities as well as having their instructional practice periodically reviewed to explicit teaching standards. They also would be experiencing the feedback from the district's own evaluation system, which while not influencing salary movement, was providing them information on their learning authentic instruction and assessment. The result should be a rich

and rewarding set of professional experiences, which should make them stronger teachers, more skilled at deploying authentic instructional practices, and higher paid than under the traditional salary schedule.

Costs and Funding

With such a range of professional development and salary movement options, the district has not yet predicted how many teachers will move to the highest skill level when the compensation program is fully implemented. In the program's first year, no one was placed at the maximum point on the salary schedule. In addition, the district has yet to have a National Board Certified Teacher although the district expects that to happen soon.

It should be noted that without restrictions on the number of teachers permitted to "learn their way" to the top of the schedule – restrictions that are not part of the new system – the district could run into the state imposed expenditure limits relatively soon if enough teachers moved to the top pay level. The superintendent was concerned about this eventuality but also considered this situation an opportunity to rethink how resources were spent in the district. The alignment of professional development, evaluation, compensation and a common vision of high quality instruction makes it relatively easy to identify those budget areas that do not support the district's instructional initiatives and which potentially could be reallocated to areas that do.

There are no planned administrative expansions as part of the district budget to administer the new pay schedule. Administrators are being asked to prioritize instruction, and these duties include evaluating teacher portfolios. The director of human resources noted that they did not anticipate the additional forms that would be necessary to coordinate all of the new professional development opportunities available to teachers. Although additional administrative help would be helpful, there are no immediate plans to add staff in that area. Ultimately, the

district hopes that profits from the Academy will fund a part-time position to coordinate these activities. If the level of teacher participation in the Academy continues at its current high level, the Academy will have surplus funds above operating costs that could potentially be used to fund a position.

The union has not dedicated any additional resources to support the administration of the new, more complex pay plan. The union is spending more time educating union members as to how the new program works and the impact it could have on their careers. For instance, teachers who do not plan to stay in the district are steered to traditional Master's programs rather than district Academy courses because the Master's program credits are portable, whereas the Academy credits currently are not recognized outside the district. Both the district and the union appear to recognize that teachers are being asked to manage their professional growth in ways that they have not been asked in the past and that it is a dimension of professionalism that is appropriate to expect of teachers.

Other than the funds generated from the Academy, the money for the new compensation plan comes directly from the district. As previously noted, there is some concern about bumping into the state-imposed limits on spending. If that happens, the district would likely look for money outside of the district or reallocate money from within the district to support teacher knowledge and skill development and to maintain the integrity of the new pay plan.

6. EARLY INDICATORS OF SUCCESS

In the 1999-2000 school year, the first year of Manitowoc's new pay program, participation in Master's programs and other forms of professional development by Manitowoc teachers increased ten-fold. Nineteen teachers enrolled in traditional Masters programs, up from six teachers the previous year. In addition, 31 teachers received individual course approvals,

compared to none the previous year. Sixteen teachers enrolled in the Professional Development Certificate Program, and 42 teachers signed up for the first round of Manitowoc District Academy courses. Both district and union leaders attribute these increases to the new compensation plan and the existence of these new options.

The new compensation plan in Manitowoc provides a glimpse of future knowledge and skill-based pay because the district is clearly defining what it has concluded are the knowledge and skills that contribute to improved student learning and will constitute a shared vision of quality instruction. This idea is most clearly seen through their local learning academy where district and union leadership have shared authority for approving course content. In this manner, course content can be shaped to reflect the instructional vision of the district. Furthermore, teacher compensation is now aligned to reward teachers to participate in these courses both as an instructor and as a student.

The Manitowoc knowledge and skill-based pay plan represents a significant departure from the sole reliance on credits and degrees of more traditional single salary schedules. By coming to an agreement on the shared vision of instruction before developing a new compensation system, salary dollars that normally would have been devoted to additional years of experience or a generic Master's program are now being paid to teachers for specific skill development more directly linked to the elements of instructional practice that the district believes is linked to improved student learning.

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