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Complete Tentative Agreement between the  
Rootstown Local School District and the Rootstown Education Association

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Rootstown Local School District Board of Education (the "Board") and the Rootstown Education Association, an affiliate of the North Eastern Ohio Education Association, the Ohio Education Association, and the National Education Association (the "Union" or "REA") on this day of \_\_\_\_\_, 2013.

WHEREAS, the Board and the Union are parties to a Collective Bargaining Agreement ("CBA") in effect from August 1, 2012 through July 31, 2015; and,

WHEREAS, legislation requires the Board to adopt a standards-based evaluation policy in conformance with the Evaluation Framework established by the Ohio Department of Education, and in consultation with teachers by July 1, 2013; and

WHEREAS, the Board and the Union desire to adopt contractual language regarding teacher evaluation; and,

NOW, THEREFORE, it is the agreement of the parties as follows:

1 The following "Teacher" evaluation forms will be utilized with the understanding that these forms have been approved by the Ohio Department of Education and are included in eTPES (Electronic Teacher Evaluation System). In short, evaluation forms housed in the eTPES system will be used for teacher evaluation. Should the state replace or change the forms which appear herein, the correlating or replacement forms housed in the eTPES will be used for the evaluation process. Additional forms, that do not correlate or replace those contained herein, will not be used.

• "TEACHER EVALUATION FORMS" include:

- PROFESSIONAL GROWTH PLAN
- IMPROVEMENT PLAN
- TEACHER PERFORMANCE EVALUATION RUBRIC
- CLASSROOM WALKTHROUGHS\*
- TEACHER OBSERVATION FORM\*
- PRE-OBSERVATION CONFERENCE FORM\*
- POST-OBSERVATION CONFERENCE FORM\*
- FINAL SUMMATIVE RATING
- (LEA created form—see *attached*)

2 The parties recognize that the Board is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the

State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

3. The parties adopt the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth as defined herein.

Each teacher evaluation will result in an effectiveness rating of:

- i. Accomplished;
- ii. Skilled;
- iii. Developing; or
- iv. Ineffective

4. The parties believe in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

5. This evaluation system shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Rootstown Education Association, and in all extensions and renewals thereof. The parties agree that, following the 2013-2014 school year, as a part of the negotiations for a successor agreement, any modifications to the evaluation process deemed necessary shall be negotiated as part of said negotiations, and the resultant evaluation language shall govern the evaluation of bargaining unit members for the 2014-2015 school year.

6. This evaluation system has been negotiated with teachers employed by the Board.

7. The parties shall establish and maintain an ongoing Evaluation System Consultation committee, with continuing participation by District teachers represented by the Union, for the express purpose of recommending necessary changes to the Board for the appropriate revision of this system.

8. The parties agree on the following Definitions:

- a. "OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

b. **"Teacher"** – For purposes of this system, teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- i. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- ii. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- iii. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- iv. A permit issued under R.C. 3319.301.

c. **"Credentialed Evaluator"**—for purposes of this evaluation system, each teacher subject to evaluation will be evaluated by a District Employee who:

- i. Meets the eligibility requirements under 3319.111(D); and,
- ii. Holds a credential established by the Ohio Department of Education for teacher evaluation; and,
- iii. Has completed State-sponsored evaluation training and has passed an online credentialing assessment.

Generally, the building administrator will conduct teacher evaluations. However, for teachers whose contracts are up for renewal/nonrenewal or continuing contract status, their evaluations shall be conducted by the building administrator. In the case of exigent circumstances, the Superintendent and the Union will reconvene to discuss how to complete the affected evaluations.

- d. **"Observation Cycle"** – includes walkthroughs, pre-conference, observation, and post-conference.
- e. **"Final Summative Conference"** – meeting to share the final summative rating of teacher effectiveness.
- f. **"Teacher Observation Form"** – a report of the teacher's performance in the classroom. This report is based upon the Teacher Performance Evaluation Rubric (Appendix \_\_\_\_). This Teacher Observation Form shall be located in Appendix \_\_\_\_.
- g. **"Walkthrough"** - A formative assessment tool designed to inform evaluation, gather evidence of instruction, provide teachers with the opportunity to showcase their skill and expertise, and to provide targeted evidence-based feedback to teachers. It is generally made up of the walk through itself and a

means of providing feedback to the teacher. A walkthrough is less than twenty (20) minutes, but at least five (5) minutes in duration.

- h. **"Student Growth"** — for the purpose of the District's evaluation system, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.
- i. **"Student Learning Objectives"** ("SLOs") - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.
- j. **"Shared Attribution Measures"** — student growth measures that can be attributed to a group.
- k. **"Value-Added"** — refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.
- l. **"Vendor Assessment"** — student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.
- m. **"Electronic Teacher and Principal Evaluation System (eTPES)"** - The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.

9. **Assessment of Teacher Performance** - Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators. Each employee shall be notified of the name and position of the evaluator and any new employee shall be notified of the evaluation procedures in effect within two weeks of their first contractual day. The evaluation will be based upon the following Ohio Standards for the Teaching Profession as specified in the Rubric found in Appendix

## 10. **Formal Observation Sequence**

- a. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this system shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year. There shall be at least three (3) weeks between formal observations.

- b. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.
- c. A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.
- d. The first observation cycle will be completed by the last school day prior to the winter holiday break, and the second observation cycle will be completed by May 1st. The final summative conference will be completed by May 10<sup>th</sup>. Teachers will be advised of any intent to recommend nonrenewal at the summative conference. Written notice of nonrenewal will be provided by June 1st.
- e. The teacher shall have the right to make a written response to the evaluation and have it attached to the evaluation report to be placed in the employee's personnel file, and shall become a part of the evaluation record. A copy, signed by both parties, shall be retained by the employee.
- f. In evaluating teacher performance in these areas, the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in Appendix shall be utilized.
- g. Each teacher evaluated under this system shall annually have the option to complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Forms" and found in Appendix \_\_\_\_.
- h. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the teacher.
- i. Observations of teachers shall not be recorded electronically through video or audio equipment.

#### **11. Formal Observation Procedure**

- a. A minimum of two (2) formal observations shall be conducted to support the performance evaluation. A formal observation shall last a minimum of thirty (30) minutes, and shall be documented on the Teacher Observation Form found in Appendix \_\_\_\_.

- b. All formal observations shall be preceded by a conference between the evaluator and the employee at least two (2) days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The employee shall come to the conference with the "teacher" portion of the pre-conference form already completed. At the conference, the teacher and the evaluator shall collaborate to complete the Pre-Observation Conference Form. The teacher must submit his/her lesson plan at least one (1) day prior to the pre-conference. It is understood by the parties that the instructional needs of the classroom may require adjustments to the plan submitted. Such adjustments shall be discussed with the evaluator at the post-conference.
- c. A post-observation conference shall be held after each formal observation not later than five (5) workdays after the observation barring any unforeseen circumstances such as teacher or administrator absences. At this conference, the evaluator and the teacher shall collaboratively complete any remaining portions of the post-conference form. At this conference, the teacher shall have the right to present evidence of standards met which may not have been observed by the evaluator. Such evidence shall be noted and documented on the teacher's post conference form, and included in the teacher's final evaluation. However, if the evaluator does not concur, the evidence shall be attached to the final evaluation as part of the rebuttal.
- d. Prior to March 1<sup>st</sup>, an employee may request an additional formal observation to those required by this procedure. Should any teacher request a formal observation, the Superintendent shall make reasonable efforts to provide for such observation. If conducting the additional formal observation is reasonable, reasonable efforts will be made to provide for such additional formal observation within twenty-five (25) working days of the written request. Reasonable efforts will be made to have a different evaluator conduct the additional requested formal observation.

**12. Informal Observation/Classroom Walkthrough Procedure**

- a. Classroom walkthroughs shall not unnecessarily disrupt and/or interrupt the learning environment.
- b. Data gathered from the walkthrough must be placed on the designated form, found in Appendix \_\_\_\_.
- c. The walkthrough form must be shared with the employee within three (3) school days. The teacher's response(s) to the feedback, if any, must

be submitted in return to the observing administrator within three (3) school days, and shall be included as a part of the form

- d. There shall be at least two (2) walkthroughs per school year for each teacher, but not more than six (6), unless so requested or invited by the individual teacher. Such request or invitation shall be in writing.
- e. Walkthroughs shall not be conducted for the purpose of informing a teacher's evaluation on the day preceding or following any multiple day holiday or recess recognized on the district calendar.

### 13. Student Growth Measures (SGM) Committee

The Board and the Association agree to a joint SGM committee for the sole purpose of reviewing and approving Student Learning Objectives (SLO's) for those certified employees in Rootstown Local Schools for whom the requirements of 3319.111 and 3319.112 apply.

#### a. Composition

- i. The committee shall consist of four (4) Association members appointed by the Association President, an Administrator from each school building appointed by the Superintendent, and the Superintendent or his/her designee. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
- ii. The committee shall be chaired jointly by a committee member from the Association and a committee member from Administration. The members of the committee shall be representative of the elementary school, the middle school, the secondary school, and specialty areas within the District.
- iii. Association committee members will hold his/her position on the committee for a period of no less than two (2) years unless he/she leaves the district, retires, requests that the Association removes him/her from the committee after the minimum commitment, is no longer able to serve on the committee due to unforeseen circumstances or by action of the Association.
- iv. At the time that an Association committee member is no longer able to serve on the committee, the Association will appoint a new member to the committee at which time his/her minimum commitment period for serving on the committee will begin.

#### b. Operational Procedures

- i. Members of the committee will receive training in the writing of Student Learning Objectives (SLOs).

- ii. The committee will establish by mutual agreement a meeting calendar.
  - iii. The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed.
  - iv. All decisions of the committee will be achieved by majority.
- c. **Secretarial Support**
- i. The district will provide secretarial support and assistance to the committee. Responsibilities may include copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.
- d. **Committee Authority:** The SGM Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- e. **Compensation:** Any committee work required outside the contractual work day will be paid at the rate in Article 21.

**14. SGM Training**

- a. teachers for whom SGMs are applicable shall receive written materials and training on the development and utilization of SGMs.
- b. Said teachers shall receive ongoing support to ensure they are capable in development, utilization, and scoring of SGMs.

**15. Schedule for SGMs**

- a. When utilizing a new vendor assessment as one of the SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 15.
- b. When utilizing SLOs as one of the SGMs, the teacher shall submit the SLO template for approval of the SLO no later than the last school day in September for full-year courses, the third Wednesday of September for first semester courses, and fifteen (15) school days after the start of the second semester for second semester courses.
- c. The SGM committee must review and approve all submitted SLOs by

October 1 for first semester courses, October 15 for full-year courses, and February 19 for second semester courses.

- d. Any SLO that is rejected by the SGM committee must be returned to the respective teacher/group by the dates specified in paragraph iii above and must be resubmitted 10 work days following the return of the SLO.
- e. Teachers must submit all SGM results to his/her evaluator by the last day of April.
- f. Evaluators will discuss SGM scores during the final post conference.
- g. Teachers must administer the final assessment to determine student growth as defined in the approved SGMs of SLO's and vendor assessments.

16 Criteria for SGM

- a. The SGM portion of the evaluation shall be from the following as defined herein:
  - i. Value-added data
  - ii. ODE-approved vendor assessments
  - iii. Locally-determined measures such as SLO's and/or shared attribution as defined herein
- b. The parties agree to use the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has excused or unexcused absences of 25% or more of the length of the course will not be included in the determination of student academic growth.

The following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1—Teachers instructing in value-added subjects exclusively;

A2—Teachers instructing in value-added courses, but not exclusively

B—Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or,

C—Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the ODE/OTES guidance and converted to a score in one (1) of three (3) levels of student growth:

- a. Above;
- b. Expected;
- c. Below.

c. Student Growth Proportions Matrix

**I. For the 2013-2014 school year only, the following shall govern the sources of student growth measures in the Rootstown School District:**

Teacher Category	Value-Added %	Vendor Assessment	SLO % or Shared
			Attribution
A1	50	0	0
A2	Proportional to Schedule	0	Balance is a choice* of either 1 SLO or Shared Attribution
B	0	30	Balance of 20% is a choice* of either 1 SLO or Shared Attribution
C	0	0	50 (2 SLO's)

\*For elementary category A2 and B teachers, the choice shall be made by the grade level team and the results reported to the Superintendent by August 30, 2013. Should no clear majority decision be reached by a particular grade level by August 30, the remaining 20% of student growth measures shall be from one (1) SLO.

For middle school and high school category A2 & B teachers, respectively, the choice shall be made by solely by the A2 & B teachers in each grade level team and the results reported to the Superintendent by August 30, 2013. Should no clear majority decision be reached by a particular grade level by August 30, the remaining 20% of the student growth measures shall be from one (1) SLO.

Category A2 & B special education teachers, respectively, within each building shall be a group that decides the source for the remaining 20% of student growth measures team and the results reported to the Superintendent by August 30, 2013. Should no clear majority decision be reached by the special education teachers in a particular building by August 30, the remaining 20% of the student growth measures shall be from one (1) SLO.

**ii. For the 2014-20115 school year, the following matrix shall govern the sources of student growth measures in the Rootstown School District:**

Teacher Category	Value-Added %	Vendor Assessment %	SLO %
A1	50	0	0
A2	Proportional to Schedule	10, if applicable to remainder of schedule	Balance (1 SLO)
B	0	30	20 (1 SLO)
C	0	0	50 (2 SLO's)

- d. Intervals for determining student growth shall be one (1) school year for full-year courses and one (1) semester for semester-length courses.
- e. For all SLO and vendor assessment SGM's, teachers must administer the pre- and post-assessment to determine growth.
- f. The parties agree to negotiate the issue of consideration of student growth in cases of long-term teacher absences during the negotiations for a successor agreement.
- g. The SGM component of the Summative Rating shall only be considered for high stakes employment decisions after three (3) consecutive years of data have been collected.
- h. For the purposes of this article, the first year for which data shall be considered shall be the 2013-2014 school year.

**17. Final Evaluation Procedures**

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

### Teacher Performance

	4	3	2	1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. The teacher's signature simply acknowledges receipt. Following this process, the evaluation will be sent to the Superintendent.

**18. Professional Growth Plans and Professional Improvement Plans**

- A. Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan. In the 2013-14 school year, every teacher starts on a professional growth plan (unless the teacher is already on an improvement plan). For subsequent years,
  - 1. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator.
  - 2. Teachers whose performance rating indicates below expected levels of student growth or who have a Summative Evaluation Rating of "Ineffective" will develop a professional improvement plan with their credentialed evaluator.
  
- B. Improvement Plan
  - 1. The evaluator and the teacher will collaboratively formulate the Improvement Plan using the form located in Appendix \_\_\_\_.

- a. The Improvement Plan, as outlined in this document, details:
  - i. specific performance expectations, resources and administrative assistance to be provided,
  - ii. the district will provide the resources necessary to implement the plan
  - iii. timelines for its completion, which shall not be less than nine (9) weeks; for plans implemented due to 'below expected levels of student growth,' the plan must last one (1) year
  - iv. professional indicators documented as unsatisfactory through the formal evaluation process,
2. At the end of the time specified in the plan, the evaluator and the teacher shall meet to evaluate the outcomes of the improvement plan, and shall document such on the Improvement Plan Evaluation Form found in Appendix\_\_\_\_\_.

#### **19. Core Subject Teachers - Testing for Content Knowledge**

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

#### **20. Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation System to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions.

"Comparable Evaluations"- Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, the parties agree to define "comparable evaluations" as follows:

- i. Teachers who have a combined Summative Evaluation Rating of "Developing" and "Skilled" shall be deemed comparable.

Teachers with a combined rating of "Accomplished" or "Ineffective" shall be in separate categories.

- ii. The combined Summative Evaluation Rating shall be based on a rolling 3-year average of each teacher's annual Summative Evaluation Rating. For the 2013-2014 school year, the Summative Evaluation Rating shall be based on the Rating for the 2013-2014 school year. For the 2014-2015 school year, the combined rating shall be based on the average rating from the 2013-14 and 2014-15 school years. For the 2015-16 school year and beyond, the rolling 3-year average for determining the combined comparability rating shall apply.

21. **Removal of Poorly Performing Teachers**

- A. Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and the provisions of the collective bargaining agreement.
- B. Nothing in this system will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Rootstown Education Association. The evaluation system and procedures set forth in this system shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this system. The Board reserves the right to nonrenew a teacher evaluated under this system in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating, and in accordance with the provisions of the collective bargaining agreement.

22. **General Provisions**

- A. The parties agree that the provisions of Article 16 (D)(1)(o) shall remain in full force and effect along with all other terms of the existing collective bargaining agreement.
- B. For those bargaining unit members for whom the OTES system is inapplicable, all the provisions of Article 16 shall govern the evaluation of such individuals.

23. This Memorandum of Understanding shall become effective upon ratification by the full membership of both parties and shall be enforceable through the grievance procedure contained in Article 34 of the Agreement.

IN WITNESS WHEREOF, the parties hereby signify their agreement by affixing the signatures of their respective representatives below:

FOR THE BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Association Co-President

\_\_\_\_\_  
Board President/Designee

\_\_\_\_\_  
Association Co-President

**Appendices**—All OTES forms agreed to in the Memorandum will be incorporated into Appendix A (as Appendix A-1, A-2, etc.) in the order listed above. Additional forms referenced herein will be added subsequent to the OTES forms, but continuing the numbering sequence. (See below for the Informal Walkthrough Form as an example.)

**INFORMAL OBSERVATION FORM**

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

<b>EVALUATOR OBSERVATIONS</b>	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Rapport with students is evident	<input type="checkbox"/> Other Focus:

**Evaluator Summary Comments:**

  
  
  
  
  
  
  
  
  
  

**Recommendations for Focus of Informal Observations:**

  
  
  
  
  
  
  
  
  
  

Evaluator Signature:  
 Copy to Teacher