



MEETING OF THE BOARD OF GOVERNORS
Subcommittee on Laboratory Schools

March 21, 2023 at 12 p.m.
Via Videoconference and PBS North Carolina Livestream
UNC System Office
223 S. West Street
Raleigh, North Carolina

AGENDA

- A-1. Approval of the Minutes of November 10, 2022..... C. Philip Byers
- A-2. Moss Street Partnership School Laboratory School Assumption Plan..... Andrew Kelly
- A-3. Adjourn



MEETING OF THE BOARD OF GOVERNORS
Subcommittee on Laboratory Schools

DRAFT MINUTES

November 10, 2022
Via Videoconference and PBS North Carolina Livestream
UNC System Office
140 Friday Center Drive, Room 128
Chapel Hill, North Carolina

This meeting of the Subcommittee on Laboratory Schools was presided over by Chair C. Philip Byers. The following subcommittee members, constituting a quorum, were also present in person or by phone: Temple Sloan, Ray Palma, and Wendy Murphy, who was assigned to participate in the meeting by Chair Randy Ramsey for quorum purposes.

Staff members present included Andrew Kelly, Mike Delafield, Laura Bilbro-Berry, and others from the UNC System Office.

1. Approval of the Minutes of September 14, 2022 (Item A-1)

MOTION: Resolved, that the Subcommittee on Laboratory Schools approved the open session minutes of September 14, 2022, as distributed.

Motion: Temple Sloan

Motion carried

2. Review and Approve Laboratory Schools Evaluation Report (Item A-2)

The Committee on Laboratory Schools heard from members of Educational Policy Initiative at Carolina and Public Impact on information about laboratory schools' demographics, admissions processes, student achievement data, educator preparation program student outcomes, and best practices. Following the report Chair Byers recapped the evaluation report and called for a vote.

MOTION: Resolved, that the Subcommittee on Laboratory Schools approve the Laboratory Schools Evaluation Report.

Motion: Wendy Murphy

Motion carried

5. Adjourn

There being no further business and without objection, the meeting adjourned at 1:04 p.m.

Ray Palma, Secretary

AGENDA ITEM

A-2. Moss Street Partnership School Laboratory School Assumption Plan..... Andrew Kelly

Situation: Pursuant to G.S. 116-239.7, a laboratory school shall operate for a period of five years. At the end of the initial five years of operation, the subcommittee may renew the term of operation for additional five-year periods if the laboratory school is still located in a local school administrative unit that has 25 percent or more of its schools identified as low-performing under G.S. 115C-105.37, or if the subcommittee renews a waiver of this requirement. In the event of the potential dissolution of a laboratory school at the end of the five-year term, the chancellor shall propose a plan in conjunction with the local school administrative unit and submit the plan to the Subcommittee on Laboratory Schools for prior approval.

Background: In partnership with Rockingham County Schools, in 2018 the University of North Carolina at Greensboro opened Moss Street Partnership School (MSPS). MSPS addresses the social, economic, cultural, behavioral, and academic needs of all students in a caring and collaborative learning environment.

The 2022-23 school year marks the fifth year of operation for Moss Street Partnership School. UNC Greensboro and Rockingham County Schools have decided to not pursue the renewal period of five additional years to operate but instead forego this period in favor of assumption of Moss Street Partnership School by Rockingham County Schools.

Assessment: An assumption plan, coauthored and mutually approved by UNC Greensboro and Rockingham County Schools, summarizes actions taken and the schedule for assumption of Moss Street Partnership School. UNCG Chancellor Gilliam and Dean Randy Penfield will outline the assumption plan for the subcommittee and answer questions.

Action: This item requires a vote by the committee.

ASSUMPTION PLAN AGREEMENT

This Assumption Plan Agreement (hereinafter, the “Plan”) is made and entered into as of the 14th day of March, 2023 by and between ROCKINGHAM COUNTY BOARD OF EDUCATION, hereinafter referred to as the “RCBOE,” and the UNIVERSITY OF NORTH CAROLINA AT GREENSBORO, hereinafter referred to as “UNCG”, each a “Party” and collectively, the “Parties”)

WHEREAS, pursuant to N.C.G.S. §116-239.5, UNCG determined to operate a laboratory school; and

WHEREAS, the Parties formed a cooperative relationship for UNCG’s establishment of the Moss Street Partnership School (“MSPS”), located in the Rockingham County School District; and

WHEREAS, consistent with N.C.G.S. §116-239.5(c) and (d), the Moss Street Partnership School at UNCG is a separate public school and is not under the direction, control, or supervision of RCBOE and is not considered a school under the jurisdiction of RCBOE, and

WHEREAS, in accordance with N.C.G.S. §116-239.7(d), the Parties have decided that RCBOE will assume direction, control, and supervision of MSPS, effective July 1, 2023, and hereby jointly submit this proposed Plan to the UNC Board of Governors Subcommittee on Laboratory Schools for prior approval.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree and propose this Plan for the assumption of MSPS as follows:

1. **Transition of Facilities and Equipment**

A. **Termination of Lease Agreement.** On or about July 1, 2018, the Parties entered into a separate Lease Agreement (“Lease”) for the lease of the real property known as Moss Street School, located at 419 Moss Street, Reidsville, North Carolina, including the buildings and the playground and parking areas and driveways required for ingress and egress. UNCG, as the lessee, has been occupying the premises as a month-to-month tenant since the expiration of the initial Lease term on June 30, 2021. Pursuant to Section 17 of the Lease, it is the intent of the Parties that the Lease shall terminate on June 30, 2023. Upon the termination of the Lease, the following shall apply:

1. RCBOE shall resume the responsibility for payment of any and all operational costs related to the leased premises, all ad valorem taxes and assessments, all requisite insurance, and all custodial and maintenance services effective July 1, 2023.

2. Any structural improvements, alterations, attached fixtures and equipment, erected additions, structures, or signs in or upon the leased premises shall remain the property of RCBOE to use or dispose of at its sole discretion and expense.

3. All movable trade fixtures, machinery, furniture, appliances (including, but not limited to, computing appliances such as desktops, laptops, or tablets), technology, and equipment which UNCG may have placed in the lease premises or may have otherwise acquired, or which was leased or otherwise transferred to UNCG by RCBOE shall remain the property of RCBOE to use or dispose of at its sole discretion and expense. Over the course of the relationship, UNCG expended, from its own funds, (not those allocated to Moss Street Partnership School as federal or state public school funds) \$272,780.00 in computers, \$224,068.24 in electronics,

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\$137,995.96 in furniture, \$20,789.85 in books, \$27,004.38 in instructional materials, and \$32,927.15 to support the makerspace. UNCG will transfer this property to RCBOE, which agrees all movable trade fixtures, machinery, furniture, appliances (including, but not limited to, computing appliances such as desktops, laptops, or tablets), technology, and equipment assumed by it pursuant to this provision shall remain at MSPS to serve its students. In order to ensure an orderly transfer to computer resources and address IT security concerns, RCBOE has agreed to inform UNCG by April 30, 2023 which computer elements it would like to assume. UNCG agrees to transfer items so identified no later July 15, 2023, after it has materials reviewed to address any IT security issues.

4. UNCG agrees that it will repair, at its sole expense, any and all damage or disfigurements to the leased premises necessary to restore the leased premises to the condition which existed on July 1, 2018, exclusive of any and all improvements thereto, provided however, that RCBOE advises UNCG no later than May 31, 2023 of any necessary repairs in order for it to be completed by June 30, 2023.

B. Termination of Memorandum of Agreement. On or about March 1, 2018, the Parties executed a Memorandum of Agreement (“Agreement”) codifying the terms of their partnership for UNCG’s establishment and operation of MSPS. Pursuant to Section 4 of the Agreement, it shall terminate on June 30, 2023. Upon the termination of the Agreement, the following shall apply:

1. Any contracts between the Parties for RCBOE’s performance of routine, corrective, and preventative building maintenance service, including pest control, playground equipment maintenance and inspection, safety services, waste management, recycling, snow removal, and energy management services shall terminate on June 30, 2023. Consistent with paragraph 6 of the Memorandum of Agreement, any outstanding repair costs owed by UNCG up to the \$35,000 annual reimbursement allotment, shall be paid to RCBOE within sixty calendar days of termination. Any monthly invoices for reimbursement of direct employee time based on a rate equal to the average hourly rate for RCBOE maintenance technicians performing the type of work or the direct cost of RCBOE contracted services and the direct cost of parts and materials supplied by the RCBOE must be submitted to UNCG by May 31, 2023 for payment on or before June 30, 2023.

2. UNCG agrees to provide RCBOE with the inventory of textbooks and instructional materials currently at MSPS, by April 30, 2023.

3. The Parties agree that in order to provide information to students and services as required by law, as may be necessary for the seamless transition of MSPS students back into the Rockingham County School District, they will be required to access personally identifiable student information maintained by each Party. The Parties commit that each Party will be provided the information as appropriate. Access to such information is limited to the Parties’ staff who need such access to carry out the responsibilities of the Parties under this Plan; *provided* that such Parties will not release such information to any unauthorized party; and *provided further* that such Parties shall only have access to information for which they have a legitimate interest.

2. Transition of MSPS Students

A. Transition Team and Responsibilities of the Parties. The Parties are working together to prioritize students’ transition back to the RCBOE. A joint information meeting was held for

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parents and community members on December 14, 2022. A process has been established for the public to submit questions and both RCBOE staff and UNCG staff have access to the submitted questions to coordinate responses appropriately. A transition team consisting of RCBOE staff, MSPS staff, and community members has been formed and been meeting regularly beginning February 1, 2023. On July 1, 2023, RCBOE will resume full and complete responsibility for any MSPS student who chooses to enroll or re-enroll in the Rockingham County School District, which shall include, but not be limited to, the provision of educational services, transportation services, child nutrition services, telecommunication services, and assessments. As promised to students and families at the joint informational meeting, RCBOE has agreed to assign any MSPS student, who currently lives outside of the Moss Street/South End attendance zone, to Moss Street or South End depending on their grade level, upon request.

- B. Transfer of Records. Originals of all MSPS student record files will be transferred back to RCBOE. UNCG shall retain electronic copies of student records for as long as may be necessary to aid in the transition of MSPS students back into the Rockingham County School District or as may otherwise be required by law or policy. UNCG will designate a coordinator to advise all MSPS parents/guardians whose students receive Exceptional Children services will be informed of the procedures for transferring their student's records. This information is also available on the RCBOE Exceptional Children Staff [website](#). For all MSPS students who transfer with an active IEP, comparable services are to be provided by RCBOE until there is a new IEP or the current IEP is adopted. The Coordinator will work with RCBOE to review relevant records, consistent with section 2.A of this Agreement.

3. Transition of MSPS Employees

- A. Leave of Absences. Pursuant to N.C.G.S. §116-239.10(4), who had career status under GS § 115C-325 prior to taking a leave of absence to teach at MSPS may return to RCBOE with career status at the end of employment with the laboratory school if an appropriate position is available. If an appropriate position is unavailable, the teacher's name shall be placed on a list of available teachers in accordance with N.C.G.S. §115C-325(e)(2). All teachers on a leave of absence have been instructed to contact RCBOE Human Resources to notify them of their intent to return.
- B. Employment with RCBOE or UNCG. RCBOE will hold a special interview event for teachers on site at MSPS as soon as a new principal is named. Contracts will be offered at the event for all selected applicants. MSPS employees who would like to apply for positions at UNCG may do so by viewing available positions at jobs.uncg.edu. Employees have been encouraged to apply for unemployment benefits to determine their eligibility.
- C. Payment and Leave. 11-month employees will receive their last regular paycheck on June 30, 2023. Vacation leave payout, if applicable, is normally made on the following month, July 31, 2023. Vacation leave may be eligible for transfer to other State agencies, universities, and public school systems, pursuant to the policies of the accepting agency/university/system. Employees who anticipate transferring leave have been instructed to notify UNCG Human Resources.
- D. Insurance and Benefits Coverage.
Insurance. Employees who leave UNCG employment prior to June 30, 2023, will have health insurance coverage through the end of the month preceding their separation date if they leave on or after the 16th of the month. If they leave before the 16th of the month, health

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insurance coverage will cease at the end of the month in which they separate employment. Flexible benefits balance coverage ceases at the end of the month in which the employee leaves employment. A full monthly benefit deduction is made during any month in which an employee is working. UNCG will maintain health insurance coverage until August 31, 2023 for all Employees with a separation date of June 30, 2023.

Benefits. Employees have the option of retaining their contributions in both retirement systems (ORP or TSERS), depending on the terms of their employment, their contribution history and other factors. Employees starting work with another employer providing retirement through TSERS can continue adding to their existing service by enrolling with their new employer. The UNC Greensboro tuition waiver benefit ends on the last day of employment. If an employee is in a class at UNCG utilizing a tuition waiver and is not employed through the end of the class, the employee may be charged tuition for the class. Employees utilizing tuition waivers at other campuses have been encouraged to check that campus for their policies.

IN WITNESS WHEREOF, the Parties hereto have executed this ASSUMPTION PLAN AGREEMENT, as of the day and year written above.

UNIVERSITY OF NORTH CAROLINA AT GREENSBORO

By:

Randall Penfield, Dean, UNCG School of Education

Date

ROCKINGHAM COUNTY BOARD OF EDUCATION

By:

John Oliver Stover III, Superintendent

Date

UNC BOARD OF GOVERNORS SUBCOMMITTEE ON LABORATORY SCHOOLS

C. Philip Byers, Chair

Date