

May 6, 2024 at 2:30 p.m.
Via Videoconference and PBS North Carolina Livestream

AGENDA

OPEN SESSION

- A-1. Approval of the Open Session Minutes of November 6, 2023 C. Philip Byers
- A-2. Appalachian State University Academy at Elkin Assumption Plan Interim Chancellor Heather Norris
Dean Melba Spooner, College of Education
Assistant Dean Hannah Reeder, College of Education
Appalachian State University
- A-3. Update on Laboratory School Improvement Plans Lauren Lampron and Clay Smith
- A-4. Adjourn

DRAFT MINUTES

November 6, 2023 at 4:30 p.m.
Via Videoconference and PBS North Carolina Livestream

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

Staff members present included Andrew Kelly, Shun Robertson, and others from the UNC System Office.

1. Call to Order and Approval of Minutes of March 21, 2023 (Item A-1)

The chair called the meeting to order at 4:30 p.m. on Monday, November 6, 2023.

MOTION: Resolved, that the Subcommittee on Laboratory Schools approved the open session minutes of March 21, 2023.

Motion: Temple Sloan
Motion carried

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

Dr. Clay Smith introduced Kevin Bastian at Education Policy Initiative for Carolina and Whitaker Brown from Public Impact, to present their evaluation report to the subcommittee. Following the presentation, subcommittee members shared concerns and opinions regarding the report.

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

Motion: Wendy Murphy
Motion carried

3. Adjourn

There being no further business and without objection, the meeting adjourned at 5:35 p.m.

Estefany Gordillo-Rivas, Secretary

AGENDA ITEM

- A-2. Appalachian State University Academy at Elkin Assumption Plan Interim Chancellor Heather Norris
Dean Melba Spooner, College of Education
Assistant Dean Hannah Reeder, College of Education
Appalachian State University

Situation: Pursuant to G.S. 116-239.7, in the event of a potential dissolution of a laboratory school at the end of the term of the school's operation, 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 Elkin City Schools, in 2022 Appalachian State University opened the Appalachian State University Academy at Elkin. The Academy at Elkin addresses the social, economic, cultural, behavioral, and academic needs of all students in a caring and collaborative learning environment. Appalachian State University and Elkin City Schools have mutually agreed to the assumption of the Academy to Elkin City Schools at the end of the 2023-2024 academic year.

Assessment: An assumption plan, coauthored and mutually approved by Appalachian State University and Elkin City Schools, summarizes actions taken and the schedule for assumption of the Academy at Elkin. Interim Chancellor Norris, Dean Spooner, and Assistant Dean Reeder will outline the assumption plan for the subcommittee and answer questions.

Action: This item requires a vote by the committee.

MUTUAL TERMINATION AND RELEASE AGREEMENT

This Mutual Termination and Release Agreement (“Termination Agreement”) dated March 1, 2024 between Elkin City Schools Board of Education, the legal and administrative entity for Elkin City Schools (“Elkin”) and Appalachian State University, a constituent institution of The University of North Carolina (“Appalachian”).

1. Elkin and Appalachian (the “Parties” or “Party”) entered a Memorandum of Agreement, effective date July 1, 2022 (the “Agreement”), pursuant to which Appalachian established the Appalachian State University Academy at Elkin (the “Academy” in accordance with the terms and conditions set forth in the Agreement.
2. The Parties now desire to mutually terminate the Agreement and release each other from any and all claims that they had, have, or may have arising out of or in connection with the Agreement pursuant to the terms of this Termination Agreement.
3. Defined terms not expressly provided for herein shall have the meaning and effect attributed by the Agreement.

Accordingly, the Parties agree as follows:

1. **Termination of the Agreement.** The Parties mutually agree to terminate the Agreement effective June 30, 2024 (“Termination Date”). Upon the Termination Date, the Agreement shall have no further force or effect.
2. **Consideration.**
 - 2.1. Facility Rent Payments. Appalachian shall continue to pay annual Rent of \$55,000.00 per year, or \$4,483.33 per month, as specified in the Agreement, until the Termination Date. Property leased between January 1, 2024, through the Termination Date, shall include all Premises indicated by the Agreement except room 129 of the main Elkin Elementary School building, which was reabsorbed by Elkin and no longer used by Appalachian as of January 1, 2024. In exchange for the reduction in Leased Premises, Appalachian shall retain all Smart Boards located within the Leased Premises subsequent to the Termination Date.
 - 2.2. Removal of Property. Except as provided for herein, Appalachian shall remove all fixtures, including signage, and personal property currently located within the Leased Premises, prior to the Termination Date. Appalachian shall also retain all Smart Boards located within the Leased Premises. All classroom furniture shall remain within the Leased Premises and be deemed property of the District subsequent to the Termination Date.
 - 2.3. Payments pursuant to NCGS 116-239.11. The District shall remit all payments and information required by NCGS 116-239.11 to the Academy through the Termination Date. Payments shall include student appropriations in the amount of one thousand, two hundred and eighty dollars (\$1,280.00) per student enrolled in the Academy, as identified each month by a Principal Monthly Report (“PMR”), and supplemental taxes, fines, and forfeitures. Payments shall be made by the last day of each month and accompany a detailed accounting spreadsheet. For the avoidance of any doubt, District shall pay to Appalachian PMR 1 through PMR 6 along with supplemental taxes, fines, and forfeitures by March 31, 2024, PMR 7 along with supplemental taxes, fines, and

forfeitures by April 30, 2024, PMR 8 along with supplemental taxes, fines, and forfeitures by May 31, 2024, and PMR 9 along with supplemental taxes, fines, and forfeitures by June 30, 2024.

- 3. Mutual Release.** Elkin and Appalachian hereby irrevocably and unconditionally release, cancel, and forever discharge the other Party and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, or arising in law or equity, that either party may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating to the Agreement. Each Party represents that it has not filed any action or initiated any other proceeding in any court or with any government authority against or involving the other Party that may constitute a claim or provide the basis for any liability that is excluded from the release provided for in this Section.
- 4. Non-Disparagement.** Neither Party shall engage in any disparagement of the other Party. Specifically, Parties agree that neither shall make any statements, verbally or in writing, that disparage or subvert, Elkin City Schools, Appalachian or any of its affiliated entities, or its or their operations, or current or former employees, officers, trustees, or agents. Parties further agree not to engage in, or induce or encourage others to engage in, any conduct injurious to the reputation or interest of Elkin or Appalachian. Parties' obligations in this Section survive the date of this Termination Agreement and shall be binding upon Parties' assignees, agents, advisors, and legal representatives.
- 5. Effect of Termination of the Agreement.** The Parties acknowledge and agree that this Termination Agreement terminates all obligations and rights between the parties, except those expressly identified in this Termination Agreement.
- 6. Fees and Expenses.** Each Party will bear its own fees and expenses (including attorneys' fees) incurred in connection with the Agreement, this Termination Agreement, and anything relating thereto.
- 7. Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under or related in any manner to the Agreement to any third party or person.
- 8. No Admission of Liability.** Parties agree that their entering into this Termination Agreement will not be construed as an admission of any liability, obligation, or wrongdoing on the part of either Party in connection with the Agreement.
- 9. Cooperation Between the Parties.** Each Party agrees to fully cooperate with the other Party with respect to the performance of this Termination Agreement.
- 10. Governing Law and Venue.** This Termination Agreement is governed by and interpreted in accordance with the laws of the State of North Carolina regardless of any conflicts of law provisions. The Parties agree that all actions or proceedings in connection with this Agreement will be brought solely in any state or federal court located within the State of North Carolina and both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

- 11. Binding Agreement.** This Termination Agreement is binding upon and inures to the benefit of the successors, assigns, and legal representatives of the Parties. There are no third-party beneficiaries to this Termination Agreement. Each Party acknowledges and agrees that it fully understands the provisions set forth in this Termination Agreement and their effect, and that each Party is voluntarily entering into this Termination Agreement.
- 12. Severability.** If any provision or portion of this Termination Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- 13. Headings.** The section headings or subheadings in this Termination Agreement are for reference and convenience only and do not explain, modify, interpret, or expand the provisions of this Termination Agreement.
- 14. Counterparts.** This Termination Agreement may be executed in one or more counterparts. Each counterpart will be considered an original instrument and all counterparts together will be considered one and the same. Delivery of executed pages by electronic mail or facsimile constitute effective and binding execution and delivery of this Termination Agreement.
- 15. Notices.** All notices or other communications required under this Termination Agreement will be in writing and deemed effective only if: (i) hand delivered; (ii) sent via electronic mail with confirmation of delivery; (iii) sent via overnight or commercial delivery carrier; or (iv) any other agreed upon method that conveys the information necessary to obtain the other party's approval; or (v) mailed first-class, postage prepaid to the addresses below or other such address specified by written notice.

Elkin: Dr. Steve Hall
202 W. Spring St.
Elkin, NC 28621

With copy to: Allison Tomberlin
Beechler Tomberlin, PLLC
380 Knollwood St. Suite 305
Winston-Salem, NC 27103

Appalachian: Appalachian State University
Attn: Provost Norris
438 Academy St.
Boone, NC 28608

With copy to: Appalachian State University
Office of General Counsel
438 Academy Street
BB Dougherty Admin Bldg. 3rd Floor
Boone, NC 28607

- 16. Waiver.** No waiver of any term or right in this Termination Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to

enforce any provision of this Termination Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Termination Agreement thereafter.

17. Entire Agreement; Modification. This Termination Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Termination Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Termination Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Termination Agreement, except to the extent such representations are expressly set forth herein.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE TERMINATION AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMINATION AGREEMENT BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

Elkin City Schools Superintendent

DocuSigned by:
By: Steve Hall
5A7C94384178465...
Name: Steve Hall
Title: Superintendent
Date: 3/19/2024

Appalachian State University

DocuSigned by:
By: Dr. Sherri N Everts
E95C3C15CEA540B...
Name: Dr. Sherri N Everts
Title: Chancellor
Date: 3/22/2024

Elkin City Schools Board of Education

DocuSigned by:
By: Dr. Richard Brinegar
5571BB03A25140C...
Name: Dr. Richard Brinegar
Title: ECS School Board Chairman
Date: 3/22/2024

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at

AGENDA ITEM

A-3. Update on Laboratory School Improvement Plans Lauren Lampron
Clay Smith

Situation: UNC System Office staff will provide an update on laboratory school improvement efforts to the Subcommittee on Laboratory Schools.

Background: Laboratory schools are required to enroll students who were enrolled in low-performing schools or are considered low-performing based on measures of academic achievement. While in most cases laboratory schools have managed to meet growth expectations set by the state, proficiency rates still lag behind the state and district averages. After the November 2023 Subcommittee on Laboratory Schools meeting, the subcommittee tasked the System Office with developing improvement plans with each laboratory school that identify how they will increase proficiency rates.

Assessment: Since November 2023, System Office staff worked with the laboratory schools to develop SMART goals around data and develop logic models with key actions and outcomes. Lauren Lampron and Clay Smith will share more information about this process and next steps.

Action: This item is for information only.



LAB SCHOOL IMPROVEMENT PROCESS

May 6, 2024

UNC System Office Liaisons



Dr. Clay Smith
Assistant Director of
Educator Preparation
and Laboratory Schools



Dr. Lauren Lampron
Director of the North
Carolina Principal
Fellows Program

System Institutions Leading Lab Schools



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL



Presentation At A Glance

- 1. Timeline** – Chronological view of improvement and implementation efforts
- 2. Overview of Action Steps** – Resources supporting school turnaround activities from the field
- 3. Deliverables & Insights** – Short-term outcomes and observations made from partnerships
- 4. Next Steps** – Recommendations and proposals for continued engagement through AY 2025-26

Our Charge

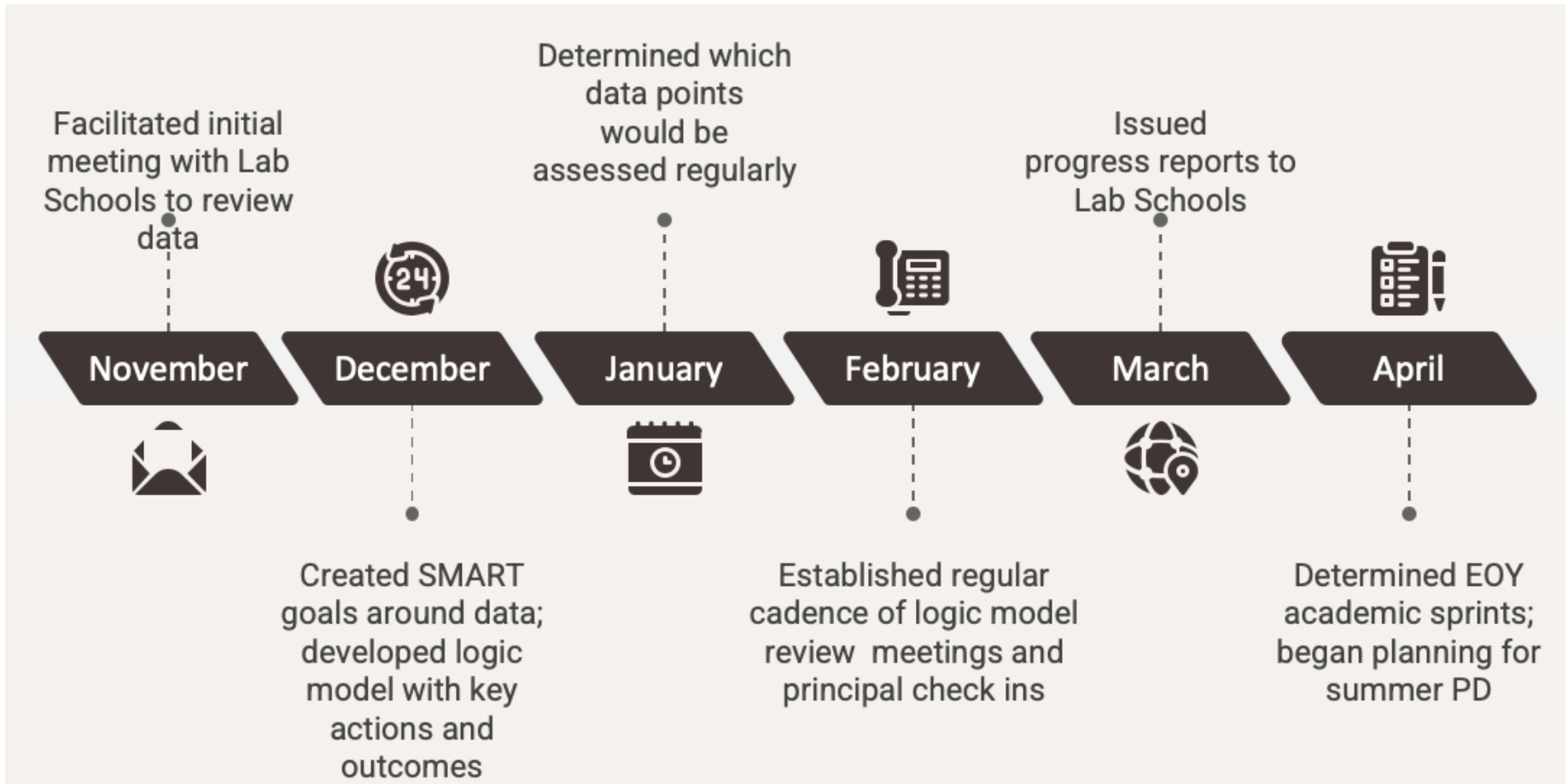
“Therefore, we have tasked the UNC System Office with developing improvement plans for each Lab School that identify the **steps** each can take to increase proficiency rates over the course of **this school year and the next.**”

*Cover Letter, Laboratory Schools Annual Evaluation
submitted to the Joint Legislative Education Oversight Committee*

November 15, 2023

Timeline

Chronological view of our improvement efforts



Step 1: Data Dives

- Facilitated 90-minute stakeholder strategy sessions with each school
 - Analyzed school specific accountability data as well as supplemental data
 - Identified short- and long-term growth opportunities with a sense of urgency
- Established cadence of strategic reflection conversations with the deans (Clay) and principals (Lauren).

Reading Letter Grade ▼	Reading Overall Score (OS) ▼	Reading Achievement Score (AS) ▼
F	31	23.0
Reading Growth Score (GS) ▼	Reading Growth Status ▼	Reading Growth Index ▼
64.8	Not Met	-3.03
Mathematics Letter Grade ▼	Mathematics Overall Score (OS) ▼	Mathematics Achievement Score (AS) ▼
F	36	21.3
Mathematics Growth Score (GS) ▼	Mathematics Growth Status ▼	Mathematics Growth Index ▼
93.8	Exceeded	6.33

The Data	What do you see? "Just the facts."
Data Dive PowerPoint	
2022 – 2023 School Report Card	What does the data suggest? <i>What are the assumptions we make about students and their learning?</i>
DPI Progress Goals	
TWC Survey	What does the ____ need to improve upon or alter to guarantee that every child has access to rigorous, equitable instruction?
School Improvement Plan	
	What practices, structures, or teams must be in place to see instructional excellence in every classroom in the next 6 months to a year?

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Step 2: SMART Goals

- Stakeholder strategy sessions to co-create SMART goals to address opportunities for instructional excellence

- Schools were tasked to plan specific action items with their team and to share during the following week.

<p>SMART Goal aligned to an EOG course. One sentence to outline the goal.</p>	<p>[Add the SMART goal here.]</p> <p><i>By the end of March 2024, all 3rd and 4th grade English teachers will facilitate instruction that is on grade-level for 70% of their instructional block.</i></p>
<p>Measures Granular detail of data and when it will be reviewed.</p>	<p>[Add 3 indicators of progress here.]</p> <p><i>Product review: Student exit tickets will be created within PLCs to align each day's instruction to grade-level EOG questions.</i></p> <p><i>Observation/walkthrough data: Teacher will be heard using 'back pocket questions' that encourage student perseverance toward grade-level analysis of text.</i></p> <p><i>Performance data: Student performance data on Common Formative Assessments will demonstrate increase in mastery of taught standards.</i></p>
<p>Actions Specific actions to advance and achieve the goal.</p>	<p>[Add the 3 key action steps here.]</p> <p><i>Administration will lead grade-level review of 3rd grade reading standards, focused on vertical alignment guide and unpacking documents from NCDPI</i></p>

Step 3: Logic Models

School:				
Problem Statement:				
Purpose:				
Resources	Activities	Outputs	Outcomes	Impact
What do we need to address our problem and fulfill our purpose?	What actions will we take in planning, facilitation, and reflection?	What products will we create to support this process?	What will the short-term results be of this exercise?	What will the long-term results be of this exercise?

Stakeholder strategy sessions allowed schools to internalize the academic concerns & opportunities at their respective school, then create a purposeful road map to success.

Problem Statement: The limited personalized instructional support, specifically through small group reteaching opportunities, contributes to provision gaps resulting in academic challenges.

Purpose: Create an afterschool program to increase such opportunities (high-dose tutoring, standards-focused instruction, etc.) to enhance student achievement and, by extension, school performance.

Step 4: Implementation

Lab School	Improvement Intervention	Outcome Goal
Academy at Elkin (ASU)	Selected new math curriculum and leveraged AtC coherence maps to enhance standards-based instruction.	60% of students will demonstrate proficiency in MasteryConnect’s posttest assessment.
Academy at Middle Fork (ASU)	Selected new ELA curriculum and leveraged EVAAS-informed interventions to enhance cohesion.	70% of students will demonstrate an increase: on EOY DIBELS assessment (K-2) or MasteryConnect posttest (3-5).
Aggie Academy (NCATSU)	Developed and implemented an afterschool program focused on student-specific provision gaps via high dose tutoring.	Students receiving high-dose tutoring will demonstrate a 10% increase on mean percent correct on NC Check-Ins.
Carolina Community Academy (UNC CH)	Developed and implemented an afterschool program focused on student-specific provision gaps via high dose tutoring.	100% of students receiving high-dose tutoring will meet iReady math growth goal (+80% meeting math stretch goal).

Step 4: Implementation (continued)

Lab School	Improvement Intervention	Outcome Goal
DC Virgo Prep Academy (UNCW)	Hired a School Success Coordinator to support curriculum change and provide instructional coaching.	70% of students will demonstrate a 20% increase: on EOY DIBELS assessment (K-2) or AimsWeb posttest (3-8).
ECU Community School (ECU)	Facilitated a course buyout so that a Math Ed faculty member could assist with planning, instruction, assessment, & coaching.	70% of students will achieve 70% of standards mastery on weekly Common Formative Assessments.
Niner University Elementary (UNCC)	Implemented "Do The Math" intervention resources for whole class and small group instruction, assessed weekly.	70% of students will achieve 70% of standards mastery on weekly Common Formative Assessments.
The Catamount School (WCU)	Developed and implemented an intensive coaching model to provide teachers strategic instructional support and mentoring.	Students will demonstrate an increase of 14 standard growth points every 9 weeks on STAR math posttest.

Next Steps

- Summer 2024
 - Convene school leaders, EPP staff, and other stakeholders for an in-person conference
 - Receive and analyze EOY data to identify proficiency rates and gauge growth rates
 - Expand leadership coaching and mentorship model to continue supporting school leaders
- Fall 2024
 - Receive and analyze accountability data (AY 23-24)
 - Establish necessary meeting cadence (AY 24-25)

Next Steps

- Spring 2025
 - Revisit individualized improvement plans to ensure fidelity, commitment, and impact; reimagine as needed
 - Receive and analyze MOY data to gauge growth rates and forecast proficiency rates for EOY (AY 24-25)
- Summer 2025
 - Convene school leaders, EPP staff, and other stakeholders for a multiday in-person conference
 - Receive and analyze accountability data (AY 24-25)
 - Establish necessary meeting cadence (AY 25-26)

Questions?

We welcome your outreach at:

Clay: cbsmith@northcarolina.edu

Lauren: lalampron@northcarolina.edu