



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **CALLED BUSINESS MEETING**

**(Joint Meeting with the Kingsport Center for Higher Education Commission)**

**Tuesday, March 7, 2017, 11:30 a.m.**

**Council Room – 2<sup>nd</sup> Floor, City Hall**

#### **Board of Mayor and Aldermen**

Mayor John Clark, Presiding  
Vice Mayor Mike McIntire  
Alderman Darrell Duncan  
Alderman Colette George

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **City Administration**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager for Operations  
J. Michael Billingsley, City Attorney  
James Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Craig Dye, Fire Chief  
Lynn Tully, Development Services Director  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

#### **I. CALL TO ORDER**

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **II.B. INVOCATION – Vice Mayor Mike McIntire**

#### **III. ROLL CALL**

#### **IV. OTHER BUSINESS**

1. Agreement with East Tennessee State University for Use of the Kingsport Center for Higher Education (AF: 61-2017) (Chris McCartt)
  - Resolution

**Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.**

#### **V. ADJOURN**



**AGENDA ACTION FORM**

**Agreement with East Tennessee State University for Use of the Kingsport Center for Higher Education**

To: Board of Mayor and Aldermen  
From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-61-2017  
Work Session: N/A  
First Reading: March 7, 2017

Final Adoption: March 7, 2017  
Staff Work By: Chris McCartt  
Presentation By: Chris McCartt

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The City of Kingsport, and the Kingsport Higher Education Commission, have been working with representatives from East Tennessee State University since the fall of 2016 to bring the regional University to the Kingsport Center for Higher Education (KCHE). ETSU has had a long successful history in Kingsport with both their Allandale location and the Press Building located in downtown Kingsport. Their success in both locations has led to their decision to join KCHE.

The attached agreement is the standard agreement each higher education institution enters into. Upon approval the agreement will take effect July 1, 2017.

**Attachments:**

- Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with East Tennessee State University to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the term of the agreement is for one year, and shall begin on July 1, 2017.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an agreement with East Tennessee State University to provide educational services at the Kingsport Center for Higher Education is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with East Tennessee State University to provide educational services at the Kingsport Center for Higher Education and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement  
Between  
City of Kingsport  
And

East Tennessee State University

This Agreement shall be in effect from July 1, 2017 through June 30, 2018 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and \_\_\_\_\_

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and

WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

**Section 1.** The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

**Section 2.** Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) days of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises

its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

**Section 3.** All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

**Section 4.** At its discretion, and upon approval by the Kingsport Higher Education Commission, the Institution may offer any upper division level program (junior, senior or graduate level). The Kingsport Higher Education Commission will not deny a program based upon the fact that a similar program is being offered by another member institution. New programs shall be submitted in writing to the Kingsport Higher Education Commission prior to each semester, and before advertising.

**Section 5.** Except as provided in Section 2 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

**Section 6.** Before a program can be offered, the appropriate articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

**Section 7.** The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

**Section 8.** The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

**Section 9.** The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

**Section 10.** The participating institution is expected to and shall:

- Maintain its own identity;
- Operate within its own governance and administrative framework;
- Serve as its own fiscal agent;
- Provide its own on-site management;

Undertake its own marketing.

**Section 11.** This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[Acknowledgements Deleted for Inclusion in this Resolution]

**SECTION III.** That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

**SECTION IV.** That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

**SECTION V.** That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 7th day of March, 2017.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER  
APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY