

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITY BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

WHEREAS, East Tennessee State University and Northeast State Community College offer programs at the Kingsport Center for Higher Education; and

WHEREAS, an agreement is needed with East Tennessee State University to offer educational services at the Kingsport Center for Higher Education for the upcoming school year;

Now therefore,

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

SECTION I. That an agreement with East Tennessee State University for 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, an agreement with East Tennessee State University for 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 generally as follows:

Agreement between City of Kingsport
And [NAME OF INSTITUTION]

This Agreement shall be in effect from July 1, 2023, through June 30, 2024 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and [NAME OF INSTITUTION]; 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) day 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 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 1 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 within 30 days of receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education 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:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. 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 sublease agreement, subleasing a portion of the Kingsport Higher Education Center to East Tennessee State University by Northeast State Community College to enable such entity to provide the programs set out in the various agreements with the City of Kingsport at the Kingsport Center for Higher Education are approved, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, are authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper and to take such acts as necessary, to effectuate the purpose of this resolution.

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

ADOPTED this the 6th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY