## DUAL ADMISSIONS AGREEMENT CORE-TO-CORE TRANSFER AGREEMENT BETWEEN

## MONTGOMERY COUNTY COMMUNITY COLLEGE AND

## ALBRIGHT COLLEGE

## Preface

Montgomery County Community College (MCCC) and Albright College enter into this Dual Admission and Core-to-Core Transfer Agreement to facilitate the transfer of MCCC students to Albright College's regular day programs.

Under the Dual Admissions Agreement, MCCC students will be guaranteed admissions into a Bachelor's Degree program with third year (junior) status at Albright College on the condition that they: graduate from MCCC with an Associate in Arts (A.A.) Degree or Associate in Science (A.S.) Degree with a minimum cumulative GPA of 2.0; complete a "Dual Admissions Intent" form; and satisfy all other Albright College transfer admissions requirements. A full time student admitted with third year (junior) status to Albright College will be able to complete a Bachelor's degree in a parallel program at Albright College within four regular semesters provided that the student completes the appropriate Associate Degree program at MCCC and completes and appropriately sequences their remaining course work at Albright College.

All Dual Admissions students can take one tuition waived Albright College course per year while enrolled as an MCCC student.

Albright College agrees to accept the general education embedded in the MCCC Associate in Arts (A.A.) and Associate in Science (A.S.) degrees as meeting all the requirements of its undergraduate general education with the exception of Albright College's foreign language and upper division interdisciplinary requirements. Albright College's foreign language requirement can be completed at MCCC or Albright College. This Core-to-Core Transfer Agreement applies to all MCCC A.A. and A.S. graduates and is not limited to graduates who participated in the Dual Admissions Agreement.

This Dual Admissions and Core-to-Core Transfer Agreement becomes effective on March 1, 2000.

To facilitate the transfer of MCCC graduates to Albright College in accordance with the foregoing guarantee, the parties agree to the following:

## Obligations of Albright College

- To attend regularly scheduled Partner Day and Evening Programs at MCCC. Albright College will provide MCCC with "Dual Admissions Intent" forms and fact sheets to distribute upon request.
- 2. To invite MCCC students who have completed a "Dual Admissions Intent" form to an informational/advising meeting with Albright College faculty and staff on a regular basis at both MCCC and Albright College, in order to facilitate smooth curricular and co-curricular integration to Albright College.
- 3. To send an Albright College letter of admission to all MCCC students who complete a "Dual Admissions Intent" form and meet the conditions set forth in the Preface. To receive pre-

registration priority in course selection, students must confirm their intention to matriculate at Albright College by April 1 for the fall semester, and by November 1 for the spring semester, and satisfy all other Albright College transfer admissions requirements. Late registration can occur until classes begin. MCCC students who complete a "Dual Admissions Intent" form will be governed by the Albright College degree requirements in effect at the time of signing the "Dual Admissions Intent" form, or as modified by the cohort.

- 4. To waive the application fee for students who enroll at Albright College pursuant to this Agreement.
- 5. To award academic scholarships to all qualified graduates admitted to Albright College pursuant to this Agreement. Full-time Albright College students (enrolled in 3 or more courses a semester) with a 3.0 3.19 final MCCC GPA will receive a minimum \$2,500 scholarship; full-time students with a 3.2 3.49 final MCCC GPA will receive a minimum \$5,000 scholarship; and full-time students with a 3.5 4.0 will receive a minimum \$7,500 scholarship. All scholarships may be renewed each year contingent upon the students attaining the same academic standing of all other Albright College students. A \$7,500 merit scholarship requires a 3.0 GPA or annual renewal will be at the next lower level. A \$5,000 grant requires a 2.67 GPA. No MCCC transfer with a merit grant would drop below \$2,500. MCCC students admitted under this agreement will receive information and full consideration for all Albright College, State and Federal financial aid, under the same rules as all other Albright students. Part-time students who take two Albright courses per semester will receive a \$400 per year scholarship (\$200 per semester).
- 6. To accept all the general education credits embedded in the MCCC Associate in Arts and Associate in Science degrees. Bachelor Degree seeking students will need to ensure that Albright College's foreign language requirement has been met by completing the appropriate courses at MCCC or at Albright College. Additionally, these students will need to complete an upper division interdisciplinary course at Albright College. Core-to-core transfer does not alter the requirements of the student's major field of study or its admissions standard as identified in the Albright College catalog.
- 7. All courses for which a passing grade (A, B, C, D) was received will transfer. Eligible MCCC graduates enrolling at Albright College will be identified upon admission to Albright College and the fact that they have satisfied Albright's core requirements by core-to-core transfer will be noted on all pertinent Albright College student records.
- 8. MCCC graduates entering Albright College under the terms of this agreement must meet all applicable Albright College requirements and deadlines pertaining to registration, and payment of tuition and fees. They will abide by the policies and procedures, and any revisions thereof, that apply to all Albright College students.
- 9. To work with MCCC on program to program curriculum articulation agreements that specify for MCCC transfer students the MCCC courses that satisfy major requirements required for degree completion at Albright College.
- 10. To ensure that MCCC dual admissions students who matriculate at Albright College will have all of the rights and privileges of other Albright College students.

## Obligations of Montgomery County Community College:

Publicize this Agreement to prospective and current MCCC students in its promotional literature, and make special arrangements for Albright College recruiters and advisors to visit MCCC and meet with prospective and current Dual Admissions students.

## Joint Obligations:

- 1. Consult with each other through appropriate channels prior to implementing major changes in policy or curricula that directly affect students transferring under the terms of this Agreement, and keep each other informed of any other changes of policy or curricula that affect those students. Both Albright College and MCCC will review this Agreement annually and make any changes upon mutual agreement, as needed. Such changes will become effective when both MCCC and Albright College sign the revised document.
- 2. Collaborate in providing students with information and academic advising about this agreement, Albright College's academic requirements, and the process of transferring to Albright College.
- 3. MCCC and Albright College jointly agree to develop and implement advertising and promotional efforts to communicate the benefits of dual admission and core-to-core transfer.
- 4. Each institution will designate a representative or representatives who will coordinate the Dual Admission and Core-to-Core Transfer Agreement between the two institutions.
- 5. Exchange data and documents annually that will contribute to the maintenance and improvement of this core-to-core arrangement, enhance the transfer process, and promote effective cooperation between institutions. These will consist of data about individual transfer students, including admissions information and grades, retention information, and reports on the results of program reviews, assessments of student learning, and decisions of curricular and other committees. The institution(s) will exchange data after obtaining appropriate permission from the students as indicated on the Dual Admissions form.
- 6. Facilitate and support consultation and collaboration between their faculties related to this agreement, general education, degree requirements, and other academic matters.
- 7. To provide direct links between Albright College and MCCC websites.

## Revision, Renewal and Termination of this Agreement

The Albright College Vice President for Academic Affairs and the appropriate offices at MCCC are responsible for identifying, and communicating to each other, changes in the policies or requirements of their respective institutions that affect this Agreement.

This Agreement will be in effect as of the date of its signing, for students entering Albright College on or after June 1, 2000. It will be reviewed annually by the appropriate parties at each institution, and will be renewed automatically until superseded by a new Agreement or formally terminated. Either institution may terminate this Agreement at any time by written notice at least one year in advance of the effective date of termination. Should this Agreement be terminated, it is understood that the termination will not apply to students already accepted to Albright College under the terms of this Agreement.

The willingness of both institutions to enter this Agreement in order to facilitate the transfer of students from Montgomery County Community College into Albright College, and to expand their opportunities for academic success there, is indicated by the following signatures.

The undersigned representatives of the parties, Montgomery County Community College and Albright College, have executed this Agreement on the dates indicated:

For Montgomery County Community College:  Aweite 2/28/10  Edward M. Sweitzer Date  President	For Albright College: Henry A. Zimon President	2/78/00 Date
Bradley M. Gottfried Date Dean of Academic Affairs	Ronald G. Green Executive Vice President for Academia Affairs	2/28/00 Date
David R. Stewart  Dean of Student Affairs	Paul Gazzerro, Jr.  Executive Vice President for Administration and Finance	2/23/2 Date

#### Partnership Agreement between

Montgomery County Community College and Albright College's Degree Completion Program

Montgomery County Community College and Albright College agree to enter into a partnership for the purpose of providing students the opportunity to complete coursework towards an accelerated Bachelor's Degree in one of the following: Accounting, Business Administration, Organizational Behavior/Applied Psychology, Crime and Justice, Information Systems, Information Systems and Management, and others as developed. This agreement will provide a seamless/integrated approach that will apply all coursework taken as part of an Associate's Degree (A.A. and A.S.) program at Montgomery County Community College towards the Degree Completion Program at Albright College.

#### Principles of Agreement

- 1. Albright College agrees to offer the accelerated Bachelor's degree program in the following disciplines at the upper division level: Accounting, Business Administration, Organizational Behavior/Applied Psychology, Crime and Justice, Information Systems, Information Systems and Management, and others as developed.
- 2. All graduates (A.A. and A.S.) of Montgomery County Community College will be admitted to the Degree Completion Program without any loss of credit.
- 3. Admission, advising, registration and required coursework materials of prospective and enrolled students in the Degree Completion Program will be the responsibility of Albright College.
- 4. Montgomery County Community College agrees to assist Albright College in marketing and promoting the Degree Completion Program. Albright College will attend Partner Evening Programs at Montgomery County Community College. Albright College will provide Montgomery County Community College with Degree Completion Program fact sheets and "Dual Admissions Intent" forms.
- 5. With the exception of the academic achievement scholarships awarded by Albright College, all the terms of the Montgomery County Community College and Albright College Dual Admissions and Coreto-Core Agreement apply to the Degree Completion Program.
- 6. The Albright College Degree Completion Program has no application fee, effective June 1, 2009.
- 7. Each entering Albright College Degree Completion Program cohort is assured the opportunity to complete all coursework towards the Bachelor of Science in Accounting, Business Administration, Organizational Behavior/Applied Psychology, Crime and Justice, Information Systems, Information Systems and Management, or other programs as developed.
- 8. Albright College and Montgomery County Community College will develop specific program to program articulation guidelines for Accounting, Business Administration, Organizational Behavior/Applied Psychology, Crime and Justice, Information Systems, Information Systems and Management, and other programs as developed.
- 9. Albright College and Montgomery County Community College will develop a separate agreement that addresses the specific terms of offering the Degree Completion Program at Montgomery County Community College.
- 10. Albright College will annually provide Montgomery County Community College with aggregate data regarding the academic progress of Montgomery County Community College graduates enrolled in Albright College's Degree Completion Program.

#### Revision, Renewal and Termination of this Agreement

The Albright College Dean of Continuing Education and Community Outreach and the appropriate offices at Montgomery County Community College are responsible for identifying and communicating to each other changes in the policies or requirements of their respective institutions that effect this Agreement.

This Agreement has been in effect since its initial signing on February 28, 2000, for students entering Albright College on or after June 1, 2000. It will be reviewed annually by the appropriate parties at each institution, and will be renewed automatically until superseded by a new Agreement or formally terminated. Either institution may terminate this Agreement at any time by written notice at least one year in advance of the effective date of termination. Should this Agreement be terminated, it is understood that the termination will not apply to students already accepted to Albright College under the terms of this Agreement.

The willingness of both institutions to enter this Agreement in order to facilitate the transfer of students from Montgomery County Community College into Albright College, and to expand their opportunities for academic success there is indicated by the following signatures:

and Community Outreach

# Memo



To:	Stephen Z. Kovacs, VP Administra and Finance	tion <b>From</b> :	Ted Burgoyne	
Phone:	X7350	Date:	November 19, 2004	
Re:	Facility Use by Albright College	CC:		

☐ 340 DeKalb Pike Blue Bell, PA 19422 ☐ 101 College Drive Pottstown, PA 19464 www.mc3.edu

Albright College has been using College facilities to offer its accelerated degree program at the Central Campus since fall of 2001 and at the West Campus since the fall of 2002. Based on my review of the accounting records in the facilities office; charges for facilities use at both campuses amount to \$105,384 of which \$13,700 has been paid to date leaving a balance due of \$91,684. In fairness, it should be noted that eleven courses are currently in progress with end dates during 2005 and 2006. The balance applicable to these courses is \$69,696. Apparently, no formal invoicing for Central Campus ever took place. Pat Drewicz emailed Albright in August to request payment and a check of \$12,500 was received. There are no signed leases with Albright for facilities use at Central Campus.

I tried to determine if there was any special arrangement struck between ourselves and Albright when the relationship was established. There was a memorandum of understanding (MOU) (attached) executed between Albright and MCCC for the period from September 1, 2001 through June 30, 2002. The MOU does not address the issue of payment for facilities use one way or the other. After review of correspondence files provided by Academic Affairs and discussions with Gary Rizzo, I was unable to ascertain if any special facility usage arrangements were made. I am waiting to hear from Mike Billetta as to any special arrangements that may have been made for facilities use at the West Campus as well as lease and billing status. Mike is on vacation and will return next week.

I have also attached an email from Mickey Baines an accountant from Albright promising a \$25,000 on account payment. Ultimately, MCCC received a check for \$12,500 from Albright in September 2004. Mr. Baines requested that MCCC modify its payment policy and allow Albright to pay on a basis that coincides with its fiscal year.

I recommend that Albright's Executive Vice President for Administration and Finance, Paul Gazzero be contacted and a plan of repayment be established,

## MEMORANDUM OF UNDERSTANDING Between MONTGOMERY COUNTY COMMUNITY COLLEGE (MCCC) and ALBRIGHT COLLEGE

This documents provides for a Memorandum of Understanding (MOU) between Montgomery County Community College (MCCC), Blue Bell. Pennsylvania and Albright College, Reading, Pennsylvania for the Accelerated Degree Completion Program (DCP). This MOU will be in effect September 1, 2001 through June 30, 2002. Once agreed to by both parties, the conditions of this MOU will not be subject to change unless mutually agreed to in writing by MCCC and Albright College.

- Albright College will be responsible for delivery of instruction for its Accelerated Degree Completion Program; MCCC will be responsible for the maintenance of a suitable facility for the delivery of such instruction.
- Albright College will be responsible for providing computer technology for the delivery of such II. instruction.
- III. Albright College will be responsible for the maintenance of its own equipment and for insuring such equipment against loss or damage.
- Albright College will have priority use of its computer technology equipment and the room provided by MCCC. When Albright College is not using the equipment/facilities, MCCC will have use of the equipment/facilities for educationally related activities. MCCC warrants that it will assign an appropriate MCCC staff member to be responsible for the care and maintenance of laptop computers which includes maintaining a record of the signing out and signing out as well as the charging of such laptops for subsequent use by Albright students.
- V. Delivery of the DCP program will be based on Albright College's academic calendar.
- VI. MCCC will assist Albright College in marketing the program.
- VII. Albright College will file a Request for Facilities Use form each term they plan to use the facility.

Albright College students will have full access to MCCC library and library services in accordance with MCCC policy. All other student services will be the responsibility of Albright College unless mutual agreement is reached by MCCC and Albright College for the provision of additional services.

Accepted by:

Interim Dean for Academic Affairs

Executive Vice Preside

Administration and Emance

From:

"Mickey Baines" <mbaines@alb.edu>

To:

<skovacs@mc3.edu>, <cscandon@mc3.edu>, <pdrewicz@mc3.edu>

Date:

8/31/04 2:29PM

Subject:

payment from Albright

Good afternoon,

I am happy to report that we are in the process of cutting a check payable to MCCC for \$25,000 as a "good faith" down payment toward the money owed. Also, I will be meeting again with our Vice President for Finance and Administration, Mr. Paul Gazzerro, to discuss arrangements for the remainder on our end.

So you are aware, we will be submitting a proposal that would ask to adjust how we pay for future classes held by Albright at your institution. Currently, you ask that we pay 50% of the total amount due for a 21-23 month cohort when space is requested, and the remaining 50% no later than 5 days prior to the commencement of the group. We will ask that we submit a purchase order when requesting space, and that we pay monthly towards the space we use. This will avoid us from paying for items that may not fall within a particular fiscal year (FY). For example, if we paid up front now for a brand new cohort, we would be paying for 2 years worth of classes - what we're asking will allow us to only pay "as we go" and not force us to pay money out of a current FY's budget when 1/2 of the schedule may fall in the next FY. If this doesn't make sense, please let me know.

Also, in making the initial payment of \$25,000, we would respectfully request that initial steps be taken on your end to guarantee/assign space to Albright for 1 new cohort of students. We have a group of students ready to go for our business administration major, and this would help us from losing students that are angered by further delays. Should you have any questions, please feel free to contact me. I will meet with our VP by the week's end, and supply to you our official proposal thereafter. In the mean time, I will express mail the check to you when I receive it. To who's attention shall it be mailed?

Sincerely,

Mickey

Mickey Baines Accelerated Degree Programs Albright College 13th and Bern Streets Reading, PA 19612 610.921.7799 www.albright.edu

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

CC:

"Jennifer Gray" <jenniferg@alb.edu>

December 6, 2007

Mickey Baines Accelerated Degree Programs Albright College Thirteenth & Bern Streets P.O. Box 15234 Reading, PA 19612-5234

Dear Mickey,

This letter confirms use of College Hall Room 104 by Albright College from 6:00 P.M. until 10:00 P.M. on Tuesdays, beginning January 15, 2008 through February 23, 2010 for Information Systems 4 Cohort.

Albright College will be invoiced on February 15, 2008 for the first 2 semesters of IST4 in addition to already existing cohorts scheduled for billing.

Enclosed are two (2) copies of the Lease Agreement. Please sign and date, keep one (1) and return one to:

Montgomery County Community College 340 DeKalb Pike Blue Bell, PA 19422 Attention: Patricia Drewicz

If you have any questions or need further assistance, please call our office at 215-641-6531. We look forward to hosting your program.

Sincerely,

Patricia L. Drewicz College Scheduler and Services Coordinator

Cc: Kathrine Swanson George Shal

Enclosures

## MONTGOMERY COUNTY COMMUNITY COLLEGE LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this 8<sup>th</sup> day of October, 2007 by and between MONTGOMERY COUNTY COMMUNITY COLLEGE ("Lessor"); and Albright College, an educational institution, with an address at P.O. Box 15234, 13<sup>th</sup> and Bern Streets, Reading, PA 19612-5234 ("Lessee")

#### WITNESSETH:

Lessor does hereby desire to lease unto Lessee, and Lessee does hereby desire to lease from Lessor, all those certain premises as described as follows: College Hall Room 103 (the "Premises"), upon the terms and conditions hereinafter set forth.

- 1. Lessor does hereby lease unto Lessee and Lessee does hereby lease from the Lessor, the Premises, upon the terms and conditions hereinafter set forth.
- 2. The term of this Lease shall be for the period of 6:00PM until 10:00PM on Wednesdays beginning May 5, 2006 and ending on Wednesday, April 9, 2008 (the "Term")
- 3. Lessee cohorts shall be assessed Seven Hundred and Thirty-Five Dollars (\$735.00) per semester. Cohorts with a total of 100 class days or less shall be assessed for six (6) semesters. Cohorts over 100 class days shall be assessed for seven (7) semesters.
- 4. Lessee shall pay to Lessor, as rent and/or service charge for its use of the Premises, the sum of **Four Thousand** Four Hundred and Ten Dollars (\$4,410.00) (the "Rent").
- 5. Lessor invoiced the Lessee for Seven Hundred and Thirty-Five Dollars (\$735.00) as follows:
  - a. On April 25, 2006 or remitted upon the execution of this Agreement;
  - b. On September 22, 2006, March 22, 2007, June 15, 2007, October 15, 2007 and February 15, 2008.
- 6. Lessee shall remit payment at the College Business Office, 340 DeKalb Pike, Blue Bell, Pennsylvania, 19422.
- 7. Lessee agrees to use the Premises solely for the following purpose or purposes: **Business 5 Cohort**
- 8. Lessee shall not make any alterations or additions to the Premises.
- 9. Lessee shall not assign or sublet the Premises, in whole or in part, without the prior written consent of the Lessor. Even in the event the Lessor does consent to the assignment of this Lease or the sublet of the Premises, Lessee shall not be relieved of its obligations under the terms of this Agreement.
- Lessor shall not be liable to the Lessee for any injury or damages, however caused, to any person or persons on the Premises or any other property of Lessor of which the Premises forms a part (the "Campus"), and Lessee hereby agrees to release, indemnify, defend and hold and save harmless Lessor from or with respect to any injuries or damages caused at the Premises during the Term. Lessor shall not be liable for any injury to person or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence or willful misconduct of Lessor, nor shall Lessor be liable for any such damage caused by other tenants, invitees or other persons at the Campus, or caused by operations in construction or any private, public, or quasi-public work, nor shall Lessor be liable for any latent defects in the Premises or the Campus, and Lessee hereby agrees to indemnify, defend and hold and save harmless Lessor from and against any and all liabilities and any damages resulting therefrom.
- 11. Lessee shall not do anything on the Premises which may result in the increase in the property or casualty insurance rates, or liability insurance rates, or interfere with other Lessee' or Lessor's use of the Campus, or any violation of any rules, regulations or laws of any federal, state or local governmental or quasi governmental entity or agency concerning the use or occupancy of the Premises.
- 12. Possession or use of alcoholic beverages and/or illegal drugs of any kind shall not be permitted on the Premises or any portion of the Campus. Any person under the influence of alcoholic beverages or illegal drugs shall be denied the opportunity to participate in the activity or to be present on campus.
- 13. Promotional and advertising material must be submitted to Lessor for review and written approval prior to publication and posting.
- 14. Lessee shall have peaceful possession of the Premises, and shall occupy and comply with all laws and instructions with respect thereto.
- 15. Lessee shall maintain and pay for, at their own expense during the Term of this Lease, the following insurance coverage, with the Lessor named as an additional insured:

Type	Amount
Bodily injury and property damage Combined single limit	\$1,000,000
Products liability where food is served	\$1,000,000
Automobile liability for vehicles of Lessee On the leased premises	\$1,000,000
Workers' Compensations for Employees of the Lessee Working on the Premises	Pennsylvania State Statutory Coverage

Lessee shall provide the necessary certificates of insurance to Lessor to indicate compliance herewith prior to gaining access to the Premises. Lessor shall maintain fire insurance for the Premises, but Lessee hereby acknowledges that said insurance shall not provide coverage for the personal property of Lessee, its staff and invitees, and insurance coverage for such property shall be at the sole obligation and cost of Lessee.

- 16. Lessee shall be liable for any damages to the Premises and to the property or equipment provided by the Lessor, and hereby agrees to be responsible for, indemnify and reimburse Lessor with respect to any and all damages caused to the Premises or the Campus as a result of the use or occupancy of such areas by Lessee, its employees, agents, invitees or other participants.
- 17. The College reserves the right to cancel specific dates and terminate this Agreement in the event Lessor determines, in its sole discretion, that it has need for the Premises during the Term. However, every effort will be made by Lessor to give advance notice of the same to Lessee. Further, Lessor shall have no liability with respect to, and Lessee hereby releases and agrees to hold Lessor harmless with respect to Lessor's inability or failure to permit Lessee to lease, use or occupy the Premises for any reason including, without limitation, any failure of any equipment or property of Lessor to be year 2000 compliant and perform without fault following January 1, 2000, any events outside of Lessor's control, any events of force majeure and any other events determined by Lessor to require termination of this Agreement.
- 18. Any group wishing to cancel a Lease Agreement may do so without penalty with at least 24 hours notice to the Facilities Management Office, and by 12:00 noon of Fridays for weekend events. Any group not giving the proper notice will be charged the full amount of the Lease.
- 19. In consideration for the granting of the use of the Premises by Lessor, Lessee hereby agrees to defend, indemnify and hold harmless Lessor, its officers, directors, agents and employees from and against any and all claims, demands, actions and causes of action which are hereby made or brought against Lessor, it officers, directors, agents and/or employees by any person or firm, corporation, or association for the recovery of damages to property, or damages for injury, illness and/or death or any other damages or recovery which is caused or alleged to have been caused by or resulting from the use of the Premises, Campus, facilities and services of Lessor by Lessee, its officers, directors, employees, agents, contractors, invitees and licenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written, intending to be legally bound hereby.

	LESSOR: Montgomery County Community College
Attest By:	Name:
	Date:
	LESSEE:
Attest By:	Name:
	Date:

Category: B - Out of County

## MONTGOMERY COUNTY COMMUNITY COLLEGE LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this 3<sup>rd</sup> day of October, 2007 by and between MONTGOMERY COUNTY COMMUNITY COLLEGE ("Lessor"); and Albright College, an educational institution, with an address at P.O. Box 15234, 13<sup>th</sup> and Bern Streets, Reading, PA 19612-5234 ("Lessee")

#### WITNESSETH:

Lessor does hereby desire to lease unto Lessee, and Lessee does hereby desire to lease from Lessor, all those certain premises as described as follows: College Hall Room 103 (the "Premises"), upon the terms and conditions hereinafter set forth.

- 1. Lessor does hereby lease unto Lessee and Lessee does hereby lease from the Lessor, the Premises, upon the terms and conditions hereinafter set forth.
- 2. The term of this Lease shall be for the period of 6:00PM until 10:00PM on Mondays beginning August 27, 2007 and ending on Monday, August 10, 2009 (the "Term")
- 3. Lessee cohorts shall be assessed Seven Hundred and Thirty-Five Dollars (\$735.00) per semester. Cohorts with a total of 100 class days or less shall be assessed for six (6) semesters. Cohorts over 100 class days shall be assessed for seven (7) semesters.
- 4. Lessee shall pay to Lessor, as rent and/or service charge for its use of the Premises, the sum of <u>Four Thousand</u> <u>Four Hundred and Ten Dollars (\$4,410.00)</u> (the "Rent").
- 5. Lessor shall invoice the Lessee for Seven Hundred and Thirty-Five Dollars (\$735.00) as follows:
  - a. On June 15, 2007 or remitted upon the execution of this Agreement;
  - b. On October 15, 2007, February 15, 2008, June 15, 2008, October 15, 2008 and February 15, 2009.
- 6. Lessee shall remit payment at the College Business Office, 340 DeKalb Pike, Blue Bell, Pennsylvania, 19422.
- 7. Lessee agrees to use the Premises solely for the following purpose or purposes: Psychology 7 Cohort
- 8. Lessee shall not make any alterations or additions to the Premises.
- 9. Lessee shall not assign or sublet the Premises, in whole or in part, without the prior written consent of the Lessor. Even in the event the Lessor does consent to the assignment of this Lease or the sublet of the Premises, Lessee shall not be relieved of its obligations under the terms of this Agreement.
- 10. Lessor shall not be liable to the Lessee for any injury or damages, however caused, to any person or persons on the Premises or any other property of Lessor of which the Premises forms a part (the "Campus"), and Lessee hereby agrees to release, indemnify, defend and hold and save harmless Lessor from or with respect to any injuries or damages caused at the Premises during the Term. Lessor shall not be liable for any injury to person or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence or willful misconduct of Lessor, nor shall Lessor be liable for any such damage caused by other tenants, invitees or other persons at the Campus, or caused by operations in construction or any private, public, or quasi-public work, nor shall Lessor be liable for any latent defects in the Premises or the Campus, and Lessee hereby agrees to indemnify, defend and hold and save harmless Lessor from and against any and all liabilities and any damages resulting therefrom.
- 11. Lessee shall not do anything on the Premises which may result in the increase in the property or casualty insurance rates, or liability insurance rates, or interfere with other Lessee' or Lessor's use of the Campus, or any violation of any rules, regulations or laws of any federal, state or local governmental or quasi governmental entity or agency concerning the use or occupancy of the Premises.
- 12. Possession or use of alcoholic beverages and/or illegal drugs of any kind shall not be permitted on the Premises or any portion of the Campus. Any person under the influence of alcoholic beverages or illegal drugs shall be denied the opportunity to participate in the activity or to be present on campus.
- 13. Promotional and advertising material must be submitted to Lessor for review and written approval prior to publication and posting.
- 14. Lessee shall have peaceful possession of the Premises, and shall occupy and comply with all laws and instructions with respect thereto.
- 15. Lessee shall maintain and pay for, at their own expense during the Term of this Lease, the following insurance coverage, with the Lessor named as an additional insured:

Type Amount

Bodily injury and property damage
Combined single limit \$1,000,000

Products liability where food is served \$1,000,000

Automobile liability for vehicles of Lessee
On the leased premises \$1,000,000

Workers' Compensations for Employees Pennsylvania State of the Lessee Working on the Premises Statutory Coverage

Lessee shall provide the necessary certificates of insurance to Lessor to indicate compliance herewith prior to gaining access to the Premises. Lessor shall maintain fire insurance for the Premises, but Lessee hereby acknowledges that said insurance shall not provide coverage for the personal property of Lessee, its staff and invitees, and insurance coverage for such property shall be at the sole obligation and cost of Lessee.

- 17. Lessee shall be liable for any damages to the Premises and to the property or equipment provided by the Lessor, and hereby agrees to be responsible for, indemnify and reimburse Lessor with respect to any and all damages caused to the Premises or the Campus as a result of the use or occupancy of such areas by Lessee, its employees, agents, invitees or other participants.
- 18. The College reserves the right to cancel specific dates and terminate this Agreement in the event Lessor determines, in its sole discretion, that it has need for the Premises during the Term. However, every effort will be made by Lessor to give advance notice of the same to Lessee. Further, Lessor shall have no liability with respect to, and Lessee hereby releases and agrees to hold Lessor harmless with respect to Lessor's inability or failure to permit Lessee to lease, use or occupy the Premises for any reason including, without limitation, any failure of any equipment or property of Lessor to be year 2000 compliant and perform without fault following January 1, 2000, any events outside of Lessor's control, any events of force majeure and any other events determined by Lessor to require termination of this Agreement.
- 19. Any group wishing to cancel a Lease Agreement may do so without penalty with at least 24 hours notice to the Facilities Management Office, and by 12:00 noon of Fridays for weekend events. Any group not giving the proper notice will be charged the full amount of the Lease.
- 20. In consideration for the granting of the use of the Premises by Lessor, Lessee hereby agrees to defend, indemnify and hold harmless Lessor, its officers, directors, agents and employees from and against any and all claims, demands, actions and causes of action which are hereby made or brought against Lessor, it officers, directors, agents and/or employees by any person or firm, corporation, or association for the recovery of damages to property, or damages for injury, illness and/or death or any other damages or recovery which is caused or alleged to have been caused by or resulting from the use of the Premises, Campus, facilities and services of Lessor by Lessee, its officers, directors, employees, agents, contractors, invitees and licenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written, intending to be legally bound hereby.

	LESSOR: Montgomery County Community College	
Attest By:	Name:	
	Date:	<b></b>
	LESSEE:	
Attest By:	Name:	
	Date:	

## MONTGOMERY COUNTY COMMUNITY COLLEGE LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this 3<sup>rd</sup> day of October, 2007 by and between MONTGOMERY COUNTY COMMUNITY COLLEGE ("Lessor"); and Albright College, an educational institution, with an address at P.O. Box 15234, 13<sup>th</sup> and Bern Streets, Reading, PA 19612-5234 ("Lessee")

#### WITNESSETH:

Lessor does hereby desire to lease unto Lessee, and Lessee does hereby desire to lease from Lessor, all those certain premises as described as follows: College Hall Room 104 (the "Premises"), upon the terms and conditions hereinafter set forth.

- 1. Lessor does hereby lease unto Lessee and Lessee does hereby lease from the Lessor, the Premises, upon the terms and conditions hereinafter set forth.
- 2. The term of this Lease shall be for the period of <u>6:00PM until 10:00PM on Tuesdays beginning July 26, 2006</u> and ending on <u>Tuesday</u>, <u>July 15, 2008</u>(the "Term")
- 3. Lessee cohorts shall be assessed Seven Hundred and Thirty-Five Dollars (\$735.00) per semester. Cohorts with a total of 100 class days or less shall be assessed for six (6) semesters. Cohorts over 100 class days shall be assessed for seven (7) semesters.
- 4. Lessee shall pay to Lessor, as rent and/or service charge for its use of the Premises, the sum of <u>Four Thousand</u> Four <u>Hundred and Ten Dollars (\$4,410.00)</u> (the "Rent").
- 5. Lessor shall invoice the Lessee for Seven Hundred and Thirty-Five Dollars (\$735.00) as follows:
  - a. On March 22, 2007 or remitted upon the execution of this Agreement;
  - b. On June 15, 2008, October 15, 2008, February 15, 2008, June 15, 2008 and October 15, 2008.
- 6. Lessee shall remit payment at the College Business Office, 340 DeKalb Pike, Blue Bell, Pennsylvania, 19422.
- 7. Lessee agrees to use the Premises solely for the following purpose or purposes: Psychology 6 Cohort
- 8. Lessee shall not make any alterations or additions to the Premises.
- 9. Lessee shall not assign or sublet the Premises, in whole or in part, without the prior written consent of the Lessor. Even in the event the Lessor does consent to the assignment of this Lease or the sublet of the Premises, Lessee shall not be relieved of its obligations under the terms of this Agreement.
- Lessor shall not be liable to the Lessee for any injury or damages, however caused, to any person or persons on the Premises or any other property of Lessor of which the Premises forms a part (the "Campus"), "and Lessee hereby agrees to release, indemnify, defend and hold and save harmless Lessor from or with respect to any injuries or damages caused at the Premises during the Term. Lessor shall not be liable for any injury to person or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence or willful misconduct of Lessor, nor shall Lessor be liable for any such damage caused by other tenants, invitees or other persons at the Campus, or caused by operations in construction or any private, public, or quasi-public work, nor shall Lessor be liable for any latent defects in the Premises or the Campus, and Lessee hereby agrees to indemnify, defend and hold and save harmless Lessor from and against any and all liabilities and any damages resulting therefrom.
- 11. Lessee shall not do anything on the Premises which may result in the increase in the property or casualty insurance rates, or liability insurance rates, or interfere with other Lessee' or Lessor's use of the Campus, or any violation of any rules, regulations or laws of any federal, state or local governmental or quasi governmental entity or agency concerning the use or occupancy of the Premises.
- 12. Possession or use of alcoholic beverages and/or illegal drugs of any kind shall not be permitted on the Premises or any portion of the Campus. Any person under the influence of alcoholic beverages or illegal drugs shall be denied the opportunity to participate in the activity or to be present on campus.
- 13. Promotional and advertising material must be submitted to Lessor for review and written approval prior to publication and posting.
- 14. Lessee shall have peaceful possession of the Premises, and shall occupy and comply with all laws and instructions with respect thereto.
- Lessee shall maintain and pay for, at their own expense during the Term of this Lease, the following insurance coverage, with the Lessor named as an additional insured:

<u>Type</u>	Amount
Bodily injury and property damage Combined single limit	\$1,000,000
Products liability where food is served	\$1,000,000
Automobile liability for vehicles of Lessee On the leased premises	\$1,000,000
Workers' Compensations for Employees of the Lessee Working on the Premises	Pennsylvania State Statutory Coverage

Lessee shall provide the necessary certificates of insurance to Lessor to indicate compliance herewith prior to gaining access to the Premises. Lessor shall maintain fire insurance for the Premises, but Lessee hereby acknowledges that said insurance shall not provide coverage for the personal property of Lessee, its staff and invitees, and insurance coverage for such property shall be at the sole obligation and cost of Lessee.

- Lessee shall be liable for any damages to the Premises and to the property or equipment provided by the Lessor, and hereby agrees to be responsible for, indemnify and reimburse Lessor with respect to any and all damages caused to the Premises or the Campus as a result of the use or occupancy of such areas by Lessee, its employees, agents, invitees or other participants.
- 17. The College reserves the right to cancel specific dates and terminate this Agreement in the event Lessor determines, in its sole discretion, that it has need for the Premises during the Term. However, every effort will be made by Lessor to give advance notice of the same to Lessee. Further, Lessor shall have no liability with respect to, and Lessee hereby releases and agrees to hold Lessor harmless with respect to Lessor's inability or failure to permit Lessee to lease, use or occupy the Premises for any reason including, without limitation, any failure of any equipment or property of Lessor to be year 2000 compliant and perform without fault following January 1, 2000, any events outside of Lessor's control, any events of force majeure and any other events determined by Lessor to require termination of this Agreement.
- Any group wishing to cancel a Lease Agreement may do so without penalty with at least 24 hours notice to the Facilities Management Office, and by 12:00 noon of Fridays for weekend events. Any group not giving the proper notice will be charged the full amount of the Lease.
- In consideration for the granting of the use of the Premises by Lessor, Lessee hereby agrees to defend, indemnify and hold harmless Lessor, its officers, directors, agents and employees from and against any and all claims, demands, actions and causes of action which are hereby made or brought against Lessor, it officers, directors, agents and/or employees by any person or firm, corporation, or association for the recovery of damages to property, or damages for injury, illness and/or death or any other damages or recovery which is caused or alleged to have been caused by or resulting from the use of the Premises, Campus, facilities and services of Lessor by Lessee, its officers, directors, employees, agents, contractors, invitees and licenses.
- IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written, intending to be legally bound hereby.

	LESSOR: Montgomery County Community College
Attest By:	Name:
	Date:
	LESSEE:
Attest By:	Name:
•	Date:

## MONTGOMERY COUNTY COMMUNITY COLLEGE LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this 3<sup>rd</sup> day of October, 2007 by and between MONTGOMERY COUNTY COMMUNITY COLLEGE ("Lessor"); and Albright College, an educational institution, with an address at P.O. Box 15234, 13<sup>th</sup> and Bern Streets, Reading, PA 19612-5234 ("Lessee")

### WITNESSETH:

Lessor does hereby desire to lease unto Lessee, and Lessee does hereby desire to lease from Lessor, all those certain premises as described as follows: College Hall Room 104 (the "Premises"), upon the terms and conditions hereinafter set forth.

- 1. Lessor does hereby lease unto Lessee and Lessee does hereby lease from the Lessor, the Premises, upon the terms and conditions hereinafter set forth.
- 2. The term of this Lease shall be for the period of 6:00PM until 10:00PM on Wednesdays beginning April 4, 2007 and ending on Wednesday, April 25, 2009 (the "Term")
- 3. Lessee cohorts shall be assessed Seven Hundred and Thirty-Five Dollars (\$735.00) per semester. Cohorts with a total of 100 class days or less shall be assessed for six (6) semesters. Cohorts over 100 class days shall be assessed for seven (7) semesters.
- 4. Lessee shall pay to Lessor, as rent and/or service charge for its use of the Premises, the sum of <u>Five Thousand</u> <u>One Hundred and Forty-Five Dollars (\$5,145.00)</u> (the "Rent").
- 5. Lessor invoiced the Lessee for Seven Hundred and Thirty-Five Dollars (\$735.00) as follows:
  - a. On March 22, 2007 or remitted upon the execution of this Agreement;
  - b. On June 15, October 15, 2007, February 15, June 15, October 15, and February 15, 2009.
- 6. Lessee shall remit payment at the College Business Office, 340 DeKalb Pike, Blue Bell, Pennsylvania, 19422.
- 7. Lessee agrees to use the Premises solely for the following purpose or purposes: Accounting 3 Cohort
- 8. Lessee shall not make any alterations or additions to the Premises.
- 9. Lessee shall not assign or sublet the Premises, in whole or in part, without the prior written consent of the Lessor. Even in the event the Lessor does consent to the assignment of this Lease or the sublet of the Premises, Lessee shall not be relieved of its obligations under the terms of this Agreement.
- 10. It is prohibited to light, burn or smoke cigarettes, cigars, pipes, or any other tobacco containing items on the College's campuses in the following areas: the interiors of all buildings, inside all College owned or leased vehicles and outside areas including the quad and other grassed areas, paved patios and walkways, the athletic field and tennis court, bus stops, special pass parking lots adjacent to Parkhouse Hall, College Hall and the Science Center on the Central Campus, as well as the parking garage at the West Campus. This includes the use of smokeless tobacco, snuff, or similar substances.
- 11. Lessor shall not be liable to the Lessee for any injury or damages, however caused, to any person or persons on the Premises or any other property of Lessor of which the Premises forms a part (the "Campus"), "and Lessee hereby agrees to release, indemnify, defend and hold and save harmless Lessor from or with respect to any injuries or damages caused at the Premises during the Term. Lessor shall not be liable for any injury to person or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence or willful misconduct of Lessor, nor shall Lessor be liable for any such damage caused by other tenants, invitees or other persons at the Campus, or caused by operations in construction or any private, public, or quasi-public work, nor shall Lessor be liable for any latent defects in the Premises or the Campus, and Lessee hereby agrees to indemnify, defend and hold and save harmless Lessor from and against any and all liabilities and any damages resulting therefrom.
- 12. Lessee shall not do anything on the Premises which may result in the increase in the property or casualty insurance rates, or liability insurance rates, or interfere with other Lessee' or Lessor's use of the Campus, or any violation of any rules, regulations or laws of any federal, state or local governmental or quasi governmental entity or agency concerning the use or occupancy of the Premises.
- 13. Possession or use of alcoholic beverages and/or illegal drugs of any kind shall not be permitted on the Premises or any portion of the Campus. Any person under the influence of alcoholic beverages or illegal drugs shall be denied the opportunity to participate in the activity or to be present on campus.
- 14. Promotional and advertising material must be submitted to Lessor for review and written approval prior to publication and posting.
- 15. Lessee shall have peaceful possession of the Premises, and shall occupy and comply with all laws and instructions with respect thereto.
- 16. Lessee shall maintain and pay for, at their own expense during the Term of this Lease, the following insurance coverage, with the Lessor named as an additional insured:

Type Amount

Bodily injury and property damage
Combined single limit \$1,000,000

Products liability where food is served \$1,000,000

Automobile liability for vehicles of Lessee
On the leased premises \$1,000,000

Workers' Compensations for Employees Pennsylvania State of the Lessee Working on the Premises Statutory Coverage

Lessee shall provide the necessary certificates of insurance to Lessor to indicate compliance herewith prior to gaining access to the Premises. Lessor shall maintain fire insurance for the Premises, but Lessee hereby acknowledges that said insurance shall not provide coverage for the personal property of Lessee, its staff and invitees, and insurance coverage for such property shall be at the sole obligation and cost of Lessee.

- 16. Lessee shall be liable for any damages to the Premises and to the property or equipment provided by the Lessor, and hereby agrees to be responsible for, indemnify and reimburse Lessor with respect to any and all damages caused to the Premises or the Campus as a result of the use or occupancy of such areas by Lessee, its employees, agents, invitees or other participants.
- 17. The College reserves the right to cancel specific dates and terminate this Agreement in the event Lessor determines, in its sole discretion, that it has need for the Premises during the Term. However, every effort will be made by Lessor to give advance notice of the same to Lessee. Further, Lessor shall have no liability with respect to, and Lessee hereby releases and agrees to hold Lessor harmless with respect to Lessor's inability or failure to permit Lessee to lease, use or occupy the Premises for any reason including, without limitation, any failure of any equipment or property of Lessor to be year 2000 compliant and perform without fault following January 1, 2000, any events outside of Lessor's control, any events of force majeure and any other events determined by Lessor to require termination of this Agreement.
- 18. Any group wishing to cancel a Lease Agreement may do so without penalty with at least 24 hours notice to the Facilities Management Office, and by 12:00 noon of Fridays for weekend events. Any group not giving the proper notice will be charged the full amount of the Lease.
- In consideration for the granting of the use of the Premises by Lessor, Lessee hereby agrees to defend, indemnify and hold harmless Lessor, its officers, directors, agents and employees from and against any and all claims, demands, actions and causes of action which are hereby made or brought against Lessor, it officers, directors, agents and/or employees by any person or firm, corporation, or association for the recovery of damages to property, or damages for injury, illness and/or death or any other damages or recovery which is caused or alleged to have been caused by or resulting from the use of the Premises, Campus, facilities and services of Lessor by Lessee, its officers, directors, employees, agents, contractors, invitees and licenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written, intending to be legally bound hereby.

	LESSOR: Montgomery County Community College
Attest By:	Name:
	Date:
•	LESSEE:
Attest By:	Name:
	Date:

## Partnership Agreement between

Montgomery County Community College and Albright College's Degree Completion Program

Montgomery County Community College (MCCC) and Albright College agree to enter into a partnership for the purpose of providing students the opportunity to complete coursework towards an accelerated Bachelor's Degree in one of the following: Accounting, Business Administration, Organizational Behavior/Applied Psychology or others as developed. This agreement will provide a seamless/integrated approach that will apply all coursework taken as part of an Associate's Degree (A.A. and A.S.) program at Montgomery County Community College toward the Degree Completion Program at Albright College.

## Principles of Agreement

- 1. Albright College agrees to offer the accelerated Bachelor's degree program in the following disciplines at the upper division level: Accounting, Business Administration, and Organizational Behavior/Applied Psychology and others as developed.
- 2. All graduates (A.A. and A.S) of MCCC will be admitted to the Degree Completion Program without any loss of credit.
- 3. Admission, advising, registration and required coursework materials of prospective and enrolled students in the Degree Completion Program will be the responsibility of Albright College.
- 4. Montgomery County Community College agrees to assist Albright College in marketing the Degree Completion Program. Albright College will attend Partner Evening Programs at MCCC. Albright College will provide MCCC with Degree Completion Program fact sheets and "Dual Admissions Intent" forms.
- 5. With the exception of the academic achievement scholarships awarded by Albright College, all the terms of the MCCC and Albright College Dual Admissions and Core-to-Core Agreement apply to the Degree Completion Program.
- 6. Albright College agrees to waive the Degree Completion Program application fee for students who have completed a "Dual Admissions Intent" form.
- 7. Each entering Albright College Degree Completion Program cohort is assured the opportunity to complete all coursework towards the Bachelor's Degree in Accounting, Business Administration, Organizational Behavior/Applied Psychology or other programs as developed.
- 8. Albright College and MCCC will develop specific program to program articulation guidelines for Accounting, Business Administration, Organizational Behavior/Applied Psychology and other programs as developed.
- 9. Albright College and MCCC will develop a separate agreement that addresses the specific terms of offering the Degree Completion Program at MCCC.

## Revision, Renewal and Termination of this Agreement

The Albright College Vice President for Academic Affairs and the appropriate offices at MCCC are responsible for identifying, and communicating to each other, changes in the policies or requirements of their respective institutions that effect this Agreement.

This Agreement will be in effect as of the date of its signing, for students entering Albright College on or after June 1, 2000. It will be reviewed annually by the appropriate parties at each institution, and will be renewed automatically until superseded by a new Agreement or formally terminated. Either institution may terminate this Agreement at any time by written notice at least one year in advance of the effective date of termination. Should this Agreement be terminated, it is understood that the termination will not apply to students already accepted to Albright College under the terms of this Agreement.

The willingness of both institutions to enter this Agreement in order to facilitate the transfer of students from Montgomery County Community college into Albright College, and to expand their opportunities for academic success there is indicated by the following signatures:

For Montgomery County Community College:	For Albright College:
Edward M. Sweitzer Date Date	Henry A Zimon Date  President
Bradley M. Southey 2/28/00 Bradley M. Gottfried Date Dean of Academic Affairs	Ronald G. Green Date Executive Vice President for Academic Affairs
David R. Stewart  Dean of Student Affairs  David R. Stewart  Date	Paul Gazzerro, Jr.  Executive Vice President for Administration
	and Finance