

**HACC AND THOMAS DEAN POWERS, LLC
INTERIM VICE PRESIDENT OF COLLEGE AND COMMUNITY DEVELOPMENT
APRIL 1, 2009**

CONTRACT

WHEREAS, on or about the 28th day of June 2008, Tom Powers, more formally and occasionally known as Thomas Dean Powers, entered into an Agreement with HACC, more formally known as Harrisburg Area Community College whereby, *inter alia*, Powers was to provide certain fund raising services and other similar and related services to HACC, the said services to begin on July 1, 2008 and to continue for a period of ten years from said beginning date; and

WHEREAS, Powers has been providing services under said contract in a wholly satisfactory manner; and

WHEREAS, the parties thereto and hereto are desirous of making an interim change and amendment to the said June 28th, 2008 contract, said change being designed to supersede, for a period to begin on April 1, 2009 and to run until June 30, 2011 and no longer, the said contract of June 28th, at the expiration of which the original June 28th contract shall be reverted to as if it had then been continuously performed from said beginning date, there being no intention to suspend the said original contract and to, in effect make it into a twelve year contract by extending the original termination date by two years by way of temporary supercession, and there likewise being no intention to nullify or make void the said original contract of June 28th; and

WHEREAS, the parties are desirous of insuring that the new two year contract will be with Tom Powers in the capacity of an independent contractor and not as an employee of HACC, Tom Powers has undertaken to form an LLC and to duly register it with the Commonwealth of Pennsylvania Department of State, it currently being intending to name and call the LLC "Thomas Dean Powers, LLC"; and

WHEREAS, to initiate quickly said intentions Tom Powers has instructed his counsel, Charles E. Shields III, of Mechanicsburg, Cumberland County, Pennsylvania, to take all necessary steps with all deliberate speed to form said LLC; and

WHEREAS, the parties hereto are sufficiently satisfied with the circumstances and intentions as they now exist, they wish to proceed with this AGREEMENT as follows, to wit:

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WITNESSETH:

This agreement between HACC and Mr. Tom Powers, LLC pending under the name of "Thomas Dean Powers, LLC" is for the position of Interim Vice President of College and Community Development beginning April 1, 2009, and continuing until June 30, 2011. Compensation shall remain eighteen thousand dollars (\$18,000) per month as per the June 28, 2008 contract.

The parties acknowledge that Mr. Powers has taken and is taking all necessary steps to form an LLC through which he is and will be in the business of providing consulting services generally, and the intent of this agreement is to establish an Independent Contractor relationship between HACC and Mr. Powers. Except as noted in item number 3 listed below, Mr. Powers is free to offer consulting services to others, to hire, fire, and supervise his own employees and to provide the services to the College covered by this agreement at times designated by him, provided that in so doing he is able to meet all of his obligations under this Agreement.

Mr. Thomas Dean Powers, LLC will provide for its own general liability insurance and such other insurance coverages that may be deemed reasonably prudent and necessary in the reasonable discretion of the said LLC. Additionally, and specifically, Mr. Powers on his own behalf and on behalf of said LLC acknowledges that he will not be covered under HACC's workers compensation policy.

The herein services begin April 1, 2009, and continue until June 30, 2011, or until terminated with a 180 days notice by either party or mutually agreed upon by both parties unless Ms. Nancy Rockey reverts back to her position as Vice President of College and Community Development at an earlier date. If she does, on that date the parties shall revert back to the said contract of June 28, 2008 which shall remain between Tom Powers individually and HACC as originally structured and executed with all the original terms and conditions thereof. If not sooner terminated, on July 1, 2011 the original contract of June 28, 2008 shall be reverted to as aforesaid.

The scope of services hereunder will be directed by Dr. Edna Baehre, President and Ms. Nancy Rockey, Vice President of Development and Harrisburg Campus.

1. Mr. Powers will serve as the interim Vice President of College and Community Development (CCD) overseeing:

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- a. Leadership of the Major Gifts Campaign
 - b. Noncredit
 - i. Public Safety Center
 - ii. Workforce Economic Development
 - iii. Community Education
 - c. Institutional Advancement
 - d. Resource Development Administration
 - e. Campus Development Officer for Harrisburg during the Public Safety Center's Campaign
2. Mr. Powers will have full authority and responsibility for executing the following according to the College's Policies and Procedures:
- a. Personnel Evaluations
 - b. Personnel Hiring and Employee Discipline
 - c. Budget Management
 - d. Strategic Planning
 - e. Oversight of CCD Consultants and
 - f. All duties inherent to the Vice President of College and Community Development.
3. Mr. Powers will not contract with other colleges or universities without prior written approval from HACC by Ms. Rockey, Vice President of Development and Harrisburg Campus.
4. Such similar assignments as may be directed by Dr. Edna Baehre, President, or Ms. Rockey, Vice President of Development and Harrisburg Campus.
5. The College will provide to Mr. Powers suitable office space, furniture equipment and support for his use. Any expenses for an office outside the College will be Mr. Powers' responsibility.
6. HACC will pay for approved expenses related to the Vice President's role and Mr. Power's cell phone.
7. Mr. Powers will report to Dr. Baehre, President and Ms. Rockey, Vice President of Development and Harrisburg Campus for this assignment.

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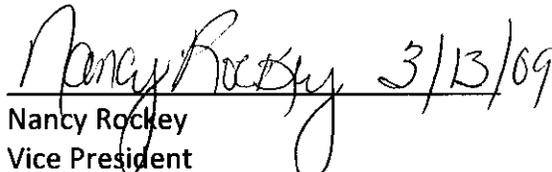
CAVEAT: As related above in the recitals, it is the intention of the parties hereto that Thomas Dean Powers, LLC be considered to be and be treated as an independent contractor. However, should the IRS determine that said LLC is to be considered an employee, this agreement shall not be deemed void nor to have lapsed for failure of intended purpose. Rather, all other terms and conditions herein shall remain in full force and effect except that said LLC shall be treated as an employee for tax and other related purposes. In such event the parties will meet to renegotiate in good faith any financial terms which may have been affected by such determination. In the event despite all reasonable and good faith efforts the parties are unable to reach an agreement then the reversion to the said June 28th Agreement shall be deemed to have occurred on the date of any such determination by the IRS.



Tom Powers, LLC 3/13/09
President



Edna V. Baehre, Ph.D.
President
Harrisburg Area Community College



Nancy Rockey 3/13/09
Vice President
College and Community Development
Harrisburg Area Community College

4/1/09