COPY

THIS SERVICE AGREEMENT dated this 16th day of **March, 2011**

BETWEEN:
School District of The City of York, PA
31 North Pershing Ave.
York, PA 17401
(the "District")
-AND-
Theodore Fogleman
447 Madison Ave.
York, PA 17404
(the "Service Provider")

Service Agreement (Contractor)

BACKGROUND:

A. The District owns and operates a performing arts institute known as the William Penn Performing Arts Institute, which is located in William Penn Senior High School at 101 West College Avenue in the City of York, York County, Pennsylvania.

B. The District is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the District.

C. The Service Provider is agreeable to providing such services to the District, according to the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement, agree as follows:

Engagement

1. The District hereby agrees to engage the Service Provider to provide the District with services consisting of stage management, asst. building the set, designing the lighting plot, rigging and hanging of props and drops, safety locking the entire stage and fly system to industry standards and such other services as the District and the Service Provider may agree upon from time to time at an amount not to exceed $1000 per production for no less than 100 hours. (the "Services"), and the Service Provider hereby agrees to provide the Services to the District.

Term of Agreement

November 1st, 2010 till Feb 20th, 2011.

Performance

Both parties agree to use their best effort to effectuate the terms of this Agreement.

Compensation

For the services provided by the Service provider under his Agreement, the District will pay to the Service Provider compensation in the following manner: Service Provider will be paid a total of $1000 after the completion of duties pertaining to the spring show.

Titles/Headings

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Assignment
This agreement is a personal one, being entered into, in reliance upon, and in consideration of the personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the District.

Capacity/Independent Contractor
It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee of the District in providing the services hereunder.

Modification of Agreement
Any amendment or modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Time of the Essence
Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement
It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

Severability
In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Currency
Unless otherwise provided for herein, all monetary amounts referred to will be paid in US dollars.

Governing Law
13. It is the intention of the parties to this Agreement that this Agreement and the performances under this Agreement, and all suits and special proceedings under this Agreement shall be construed in accordance with and governed by, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Pennsylvania, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHERE OF the parties have duly executed this Service Agreement this **16th** day of **March, 2011**.

_____
MR. SAMUEL BEARD President

_____
Mindy A. Wantz, Board Secretary

per: (SEAL)

_____
Theodore Fogleman

per: (SEAL)