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Timothy M. Sennett
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June 8, 2011

Dr. Aldo Jackson, Director
Erie County Technical School
8500 Oliver Road
Erie, PA 16509

RE: Student Intern Agreement

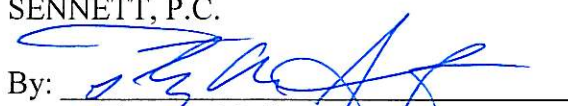
Dear Dr. Jackson:

Enclosed please find the Student Intern Agreement that has been fully executed by all parties.

Please contact me if you have any questions.

Very truly yours,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

By: 

Timothy M. Sennett

TMS/smc
Enclosures
961611.v1

STUDENT INTERN AGREEMENT

This Student Intern Agreement is made and entered into as of this 20th day of May, 2011, by and between

ERIE COUNTY VOCATIONAL TECHNICAL SCHOOL, 8500
Oliver Road, Erie, Pennsylvania 16509 hereinafter referred to as
"School"

AND

SCOTT'S CORPORATE SERVICES, INC., 2225 Downs Drive,
6th Floor, Erie, Pennsylvania 16509.

WHEREAS, the School believes that proper field-based learning is an important component of the education of students within the School.

WHEREAS, field-based learning provides a realistic and practical educational learning experience for students.

WHEREAS, Scott's Corporate Services, Inc., and its various separately-incorporated or separately-organized affiliates (referred to herein collectively as "Scott") are valued members of the community which support field-based learning opportunities for students from the School.

WHEREAS, the School and Scott believe it is necessary to insure that all parties, including the School, students, parents and Scott are afforded appropriate rights, responsibilities and protections associated with participating in a field-based learning experience and wish to enter into this Student Intern Agreement to facilitate those goals.

In consideration of the mutual covenants and promises contained herein and with the intention to be legally bound hereby, the parties agree to as follows:

1. Internships. The School agrees that the students will undertake available internships in order to provide a comprehensive view of the Scott facilities and businesses that focuses on the roles and responsibilities of those facilities and businesses.
2. Interns. The School agrees that the students shall not be considered employees of Scott within the meaning of the Fair Labor Standards Act and the Pennsylvania Minimum Wage Law.
3. Training. The School and the students acknowledge that the training, even though it is conducted on site at the facilities of Scott, is similar to that which is given at the School.
4. Supervision. The training is for the benefit of the students of the School. The training does not displace the regular employees of Scott. The students of the School shall work under close supervision of Scott's employees.
5. Benefit. Scott derives no immediate advantage from the activities of the students and on occasion Scott's facilities and operations may be impeded by the presence and training of the students.

6. Wages. The students of the School are not entitled to a job at the conclusion of the training period. The students understand that they are not entitled to wages for time spent within the training program of Scott.

7. School Representative. A School representative will be present during the field-based learning experience unless other arrangements are made between the School and Scott as an amendment to this Agreement.

8. Schedule. Students of the School will be assigned for this experience only during days and hours that the School is in session. The dates of training are to be established and agreed to between the School and Scott.

9. Attire. Students of the School are to dress in appropriate business attire unless Scott requires other attire to complete the training.

10. Transportation. Transportation of the students from the School or other locations to Scott facilities is the responsibility of the School.

11. Attendance. Students are expected to be in attendance at the Scott facility on each day of the program. Early dismissal by Scott will not be accepted unless previously authorized by the School.

12. Scott Policies. Each student will adhere to Scott's policies and failure of the student to comply with such policies will result in termination of the student from the program or other sanctions in accordance with such policies of Scott.

13. Liability Insurance. Scott will maintain liability insurance coverage for acts or omissions of Scott and its agents which is anticipated to be applicable to incidents involving the students to the same extent as to incidents involving other guests or members of the public who enter Scott facilities; provided, however, that Scott reserves the right to require the parent or guardian of the student to sign a waiver and release from liability, and the fact that Scott maintains liability insurance shall not be construed to override any such waiver or release or to constitute an assumption of liability or a waiver of any defenses. Students of the School agree that treatment of illness or injury will not be given at the Scott facilities without signed permission of the parent or guardian, except under emergency conditions.

14. Safety. Scott agrees to provide students with the necessary safety instructions in regard to the use of equipment at the Scott facilities.

15. Term. The term of this Agreement shall begin on the 28th day of April, 2011 and continue until June 30, 2012 and may be renewed on a yearly basis by the parties.

16. Assignment. Neither party may assign this Agreement without the written consent of the other party.

17. Amendment. No modification, amendment or alteration of the terms of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Student Intern Agreement to be executed by its duly authorized officers as of the day and year first written above.

ERIE COUNTY TECHNICAL SCHOOL

Paul D. Fultz 5/20/11
Secretary Date

James H. Bucksee 5/20/11
President Date
Joint Operating Committee

SCOTT'S CORPORATE SERVICES, INC.

Thomas D. Pugh 6/3/11
Date

Nicholas E. Scott 6/3/11
Date

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