THIS AGREEMENT ("Agreement") by and between Hyatt Legal Plans of Florida, Inc. ("HLP"), a MetLife affiliate engaged in the legal plans business, and Pinellas County Schools ("the Company"), with its principal place of business in Florida, is entered into as of the 10th day of September, 2003 and shall be executed prior to the effective date set forth below.

WHEREAS, the Company intends to offer to certain of its employees and their dependents a plan providing personal legal services; and

WHEREAS, the Company has determined that HLP is able to provide for said legal services and professional plan administration at a reasonable cost;

NOW, THEREFORE, the parties agree as follows:

1. "Employee" means those employees of the Company who have elected to participate in the legal plan under rules established by the Company.

2. "Participant" means those Employees, their lawful spouses and dependents, who are eligible to receive legal services under rules established by the Company.

3. "Covered Services" means those personal legal services that HLP provides for Participants as determined by agreement between the Company and HLP, and as set forth in Appendix A to this Agreement.

4. Excluded Services are those legal services that are not provided under the plan. They include the following: (1) appeals and class actions; (2) farm, business, rental when the member is the landlord, patent, trademark and copyright transactions; (3) matters for which an attorney client relationship exists prior to the Participant becoming eligible for plan benefits are not covered; (4) employment-related matters including Company or statutory benefits; (5) disputes or proceedings with the Company, HLP, Hyatt Legal Plans, Inc., MetLife and any related entities or a Plan Attorney; (6) frivolous or unethical matters; (7) costs or fines; (8) matters in which there is a conflict of interest between the Employee and spouse or dependents, in which case services are excluded for the spouse and dependents.

5. "Plan Attorneys" means attorneys designated by HLP to provide Covered Services.

6. Covered Services shall be provided by Plan Attorneys unless a Plan Attorney who is willing and able to perform the services is not available, or the Participant chooses to use a non-plan attorney. In those circumstances, or where there is no Plan Attorney, HLP shall reimburse the Participant for the cost of the non-plan attorney selected by them, in accordance with a fee schedule established by HLP. HLP has no obligation to ensure the credentials or performance of non-plan attorneys.

7. The Company shall certify to HLP the eligibility of each Employee on a monthly basis, using mutually agreeable procedures. HLP shall be paid for those the Company reports as eligible. Eligibility
shall be determined under rules established by the Company, but under no circumstances shall the
Company establish a rule of eligibility which would require HLP to provide for legal services to a
Participant for whom HLP is not receiving payments from the Company.

8. The Company shall compensate HLP for the provision of Covered Services by remitting to HLP
monthly an amount equal to $16.50 per Employee who is reported as enrolled.

9. The Company shall remit its payments to HLP monthly, said payments being received by HLP no
later than the tenth day following the period for which services are to be provided. HLP shall have no
obligation to provide services under this Agreement if payment is not received on time.

10. Plan Attorneys shall neither request nor accept additional compensation of any nature from
Participants for the provision of Covered Services, except that court costs, filing fees, fines, judgments and
any payments disbursed to a third party shall be paid by the Participant. A Participant shall have the right to
file a complaint with the state bar concerning attorney conduct pursuant to the plan. Participants have the
right to retain, at their own expense; any attorney authorized to practice law in their state.

11. HLP shall indemnify and hold harmless the Company against any claim, judgment or liability
resulting from any alleged professional negligence on the part of Plan Attorneys in delivering legal services
under the plan or from any alleged negligence or misconduct on the part of HLP in the performance or
omission of any responsibility assumed under this Agreement.

12. The Company shall indemnify and hold harmless HLP against any claim, judgment or liability
resulting from any alleged negligence or misconduct on the part of the Company in the performance or
omission of any responsibility assumed under this Agreement.

13. The Company shall offer the legal plan to its employees once each year as part of its benefits
program and payroll deduction system. Employees must enroll for a period of one year. New employees
may enroll at the time of hire for the remainder of a plan year.

14. The Company shall make all determinations whether a person is an eligible Employee and HLP
shall accept and rely on such determinations.

15. The Company shall be responsible for printing and distributing a plan description to Employees.
HLP shall provide the summary plan description text.

16. The Company shall distribute enrollment materials to benefit eligible employees and Hyatt will be
the only legal plan offered.

17. The Company shall be responsible for any filings required by the IRS, Department of Labor or
other agencies of the federal government. Upon request, HLP shall provide the Company with information
necessary to make such filings.

18. HLP shall make all determinations whether a Participant's matter is Covered or Excluded. HLP
shall provide an impartial review and a letter explaining the reason for its determination to any Participant
requesting such an explanation.

19. The effective date of the legal plan is April 1, 2004.

20. This Agreement shall remain in full force and effect through December 31, 2006. This Agreement shall automatically be renewed after December 31, 2006, on an annual basis from year to year until either party shall give notice of no less than three calendar months prior to the annual renewal date that it intends to terminate or seek amendment of the Agreement.

21. This Agreement is not assignable provided that either party may, with written notice, assign it to an affiliated or related entity.

22. This Agreement shall be governed by the laws of the state of Florida.

IN WITNESS WHEREOF, the undersigned do hereby execute this instrument, setting forth their signatures and intending to be bound on the date first set forth above.

For Pinellas County Schools

[Signature]
Superintendent

For Hyatt Legal Plans of Florida, Inc.

[Signature]
Andrew Kohn
General Counsel/Vice President of Operations
1111 Superior Avenue
Cleveland, OH 44114-2507