

AGREEMENT BETWEEN
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
AND
AON HEWITT

This Agreement is made this 15th day of January, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter referred to as the "Board" or "District" or "Client") and AON HEWITT, a New Jersey corporation, authorized to do business in the State of Florida, with offices located at 7650 W. Courtney Campbell Causeway, Suite 1000, Tampa, Florida 33607 (hereinafter referred to as the "Consultant"), to provide professional consulting services to the Board.

1. TERM OF AGREEMENT AND CANCELLATION. This Agreement shall govern services rendered since and thereafter January 1, 2013, through December 31, 2016, when the terms of this Agreement shall end. This Agreement may be cancelled by the Board with or without cause, upon ninety (90) days written notice. The Consultant acknowledges that should the Board elect to change consultants, the Consultant is obligated beyond the term of this Agreement to continue to act as the Agent of Record and represent the Board until policies placed by the Consultant expire on December 31 of the year in which the Consultant is changed by the Board, or to a date agreed to by both parties.

2. SERVICES. Exhibit A-Services to be Provided: The Consultant's services pursuant to this Agreement shall include, but not necessarily be limited to the following:

A. Broker & Consulting Services.

- (1) At the Board's request, prepare bid specifications and solicit proposals from insurance carriers that specialize in group medical insurance plans. Evaluate bids and bidders, including administration coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial stability. Summarize and report results the Board's Risk Management Department and District Bargaining Committees.
- (2) Assist the District in administering all group insurance plans (active and retirees), responding to questions from and providing information to staff, and providing other consulting services during the course of the plan year. Provide services to Board-affiliated groups (PEF, PCTA, etc.) as requested by the Board.
- (3) Assist the District in complying with federal, state and local laws and regulations related to employee benefits. Provide technical assistance on such matters as COBRA, HIPAA, FMLA, Section 125, GASB, Medicare

Part D, Health Care Reform legislation, and other benefit related issues as necessary.

- (4) Review claims experience, claims services, and claims administration, including benefit technology solutions, to ensure maximum benefit to the District.
- (5) Determine and recommend the most economical funding methods for the benefit programs and strike a balance between cost and comprehensiveness of the programs.
- (6) Facilitate all benefit renewal negotiations with providers on all issues including premiums, benefit levels, plan design, and special terms and conditions. Assist in contract development and documentation.
- (7) Meet and provide reports to the District's Risk Management Department, Superintendent and various committees responsible for employee benefits. Meet with District staff as needed, assist with employee meetings, including focus groups, annual enrollment, and additional implementation meetings if necessary.
- (8) Research any new developments in the law and employee benefit programs on an ongoing basis and submit summaries to the Board for review and discussion.
- (9) Analyze claims and demographic data and review and benchmark Board benefit programs against national, local and school district data. Present analysis to District staff as requested.
- (10) Identify opportunities to better manage health care costs, including but not limited to disease management, risk assessment, wellness initiatives, healthcare clinics, carve out programs and other methods to contain costs without compromising service.
- (11) Provide a dedicated full time on-site representative to assist with the District wellness initiative, to serve as a liaison between the broker, insurance carriers and the District, and to service benefit plans as needed.
- (12) Review all plan documents for accuracy and compliance with appropriate laws and regulations and file plan documents as required.
- (13) Negotiate claims and customer services issues with carriers on behalf of the District.
- (14) Assist in the completion of annual budget projections to be completed by Actuary.

(15) Assist the Board in obtaining Executive Benefits as required.

(16) Provide an Annual Stewardship Report and meet with Risk Management Team, Superintendent and various other committees.

B. Benefits Communication

(1) Design and implement a sophisticated multi-channel annual communication strategy that:

- a. Educates employees and retirees about the District's benefit programs;
- b. Enhances employee appreciation and understanding of their benefits;
- c. Encourages appropriate decision making when an employee enrolls (as a new hire and each year during open enrollment); and
- d. Engages employees in the District's wellness initiatives.

(2) Utilize a strategy incorporating multiple communication channels including print, multi-media, and electronic (web, social media, interactive files, etc.) and includes the following award-winning materials:

- a. Prepare the District's BENEFlex Guides – The active employee guide is a 100 plus page comprehensive guide that offers detailed benefit information. The guide is to be provided in print as well as an interactive PDF file posted online. The retiree guide is a similarly reduced version of the benefits available to our retirees;
- b. Prepare the Annual enrollment newsletters and posters;
- c. Annual enrollment coordination, including fulfillment and delivery to all District work sites;
- d. Six individual benefit video modules used as part of the District's new employee orientation;
- e. Retiree annual enrollment newsletter, guide and packages; and
- f. On-site support for annual enrollment fulfillment assistance when requested.

(3) Provide writing and editorial support, graphic design, project management, and full production management for our benefits and wellness plans, including any potential wellness centers.

C. Benefits Plan Management

(1) Assist with billing issues and other vendor problems.

(2) Troubleshoot problem claims issues.

- (3) Coordinate with vendors to resolve issues on delivery, enrollment and other contract issues.
- (4) Negotiate/re-negotiate performance standards for carriers/suppliers annually, if applicable.
- (5) Prepare an annual stewardship report and performance review.
- (6) Aon Hewitt may subcontract with other vendors to evaluate and assist with elective benefit offers and face-to-face wellness education/enrollment meetings if necessary.
- (7) Conduct meetings as needed with carriers/suppliers to identify issues/problems and monitor performance of service and claims.

D. Compliance and Regulatory Support

- (1) Send bulletins on hot topics and legislative issues. National Aon Hewitt vendor liaisons to leverage Aon Hewitt's scale and facilitate key service and account management issues.
- (2) Access to Employee Benefits attorney.
- (3) Upon request, provide additional information to assist in client's fulfillment of fiduciary duties.
- (4) Provide assistance in preparation of Section 125 Plan Document as needed.
- (5) Provide annual GASB valuation.
- (6) Provide consulting to ensure compliance with Healthcare Reform and PPACA.

E. RFP Services

- (1) Prepare bid specifications and solicit proposals from insurance carriers that specialize in group insurance plans, other than the medical plan. Evaluate both the bids and bidders, including administration coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial stability. Summarize and report all results to the Board's Risk Management Department and District Bargaining Committees. Includes one medical RFP for \$100,000.

F. Health Exchanges

- (1) Evaluate the viability of exchanges as it relates to Pinellas County Schools.

G. Integrated Absence Management/Absence, Disability and Life Management (ADLM)

- (1) Conduct an absence management analysis to:
 - a. Reduce bottom line costs,
 - b. Streamline administration, and,
 - c. Assist in containing healthcare costs

H. Data Analytics

- (1) Design 180
 - a. Implementation of Design 180 reporting and analytical system
 - b. Reporting on medical, pharmacy, and medical conditions. To assist with strategic health and wellness plan.

I. Health Care Reform Impact Modeler

- (1) Complete detailed analysis to estimate impact from PPACA
 - a. Proactively quantify financial impact
 - b. Avoid costs, penalties and compliance violations.

3. COMPENSATION. Exhibit B–Payment for Services and Fees: The annual Consultant’s compensation for each year of this Agreement shall be paid for services as follows:

A. Consulting and Communication Services.

(1) Broker/Consulting Services:	\$500,000
(2) Benefits Communication:	<u>\$65,000</u>
Total	<u>\$565,000</u>

- B. Payment for Services. Board will be responsible for direct payment of costs for printing and distribution of Annual Enrollment materials (Guides and Videos) via separate invoicing. As Broker of Record, Consultant will receive commissions from Board voluntary plans; however, commissions will not be received from the Board medical, vision, and Board life/AD&D plans. The proposed commission structure as provided to Consultant by the Board’s insurers is shown on the table below:

Line of Coverage	Commission Level %
Medical Program – Humana	None
Employee Assistant Program – Corporate Care Works	None
Group Dental	
Humana CompBenefits	5.0%
MetLife	5.0%
Long-term Disability/Short-term Disability/Hospital Income Protection – Assurant	5.0%
Group Life/AD&D – Prudential	
Basic Life/AD&D	None
Voluntary Life/AD&D	5.0%
Vision – EyeMed	None
Statutory Policy AD&D – Hartford	5.0%
Long Term Care – Metropolitan	10.0%
Auto/Home – Metropolitan	4.00%
Legal – Metropolitan (10% on 1 st \$500,000)	2.0%
Pet Insurance – Metropolitan	None

Fifteen percent (15%) of Aon Hewitt's Broker/Consulting Services fees (i.e. \$500,000 per year) are based upon a metric that will be agreed upon between Aon Hewitt and Board's administrative leadership.

C. Adjustments/Conditions.

- (1) In the event the commission levels change, Consultant shall provide the Board with an updated disclosure prior to binding of insurance programs and such change shall be subject to Board's approval.
- (2) Consultant will receive commissions as disclosed above and agreed to in writing by the Board. Where permitted by applicable law, these commissions will be used for the purpose of delivering services to the Board's Employee Benefit Program. Consultant will be responsible for the delivery of services described in this Agreement.
- (3) Consultant will provide an annual reconciliation of the services provided and the commissions and fees received. Each year, a project plan will be developed to determine how allocation of commissions will be utilized. If commissions received are greater than the specified in this Agreement, the excess commissions will be applied to offset costs incurred for the Board's wellness and benefits programs.
- (4) Compensation may be adjusted pursuant to mutual written agreement of the parties to account for additional services rendered as a result of unforeseen events. We would work within a separate proposal, fee estimate

and Letter of Engagement. Such services will be billed on a time and material basis monthly.

- (5) Consultant shall accept from insurers only permissible forms of compensation, which do not include contingent commissions.
- (6) Consultant will use its best efforts to negotiate placements for insurance programs on a net of (without) commission basis; however, it is not always possible or advisable to do so. In cases where a commission is paid to Consultant, Consultant shall credit the commission against its fees, when not prohibited by applicable law. Consultant shall advise the Board of all such commissions in writing prior to binding. If Consultant is required, for any reason, to return any commissions that were credited against the fee, the Board agrees to reimburse Consultant for this amount.
- (7) Consultant will disclose to the Board all marketing quotes, including any applicable commission rates, received prior to binding any coverage for insurance programs. The Board will also be provided, prior to binding, with an accounting of any amounts to be paid to Consultant, Consultant affiliates, and/or non-Consultant intermediaries if available, in connection with the coverages placed for the Board's insurance programs, including any fees, if applicable, paid to Consultant for services it provides to third parties. In addition, Consultant will annually provide the Board with a summary of all Consultant revenue applicable to insurance programs.
- (8) In some instances, insurance placements made by Consultant may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. Consultant will make every effort to identify any of these taxes and/or fees in advance, but in all instances the payment of these taxes and/or fees will remain the Board's responsibility. Consultant will invoice the Board for the amount of these taxes and fees.
- (9) Most Aon Hewitt placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Aon Hewitt does not guarantee the solvency of any insurer. The decision to accept or reject an insurer will be made solely by the Board and/or the Board's administrative leadership. Aon Hewitt and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom coverage may ultimately be placed. Further details concerning Aon Hewitt's relationship with insurance carriers can be found at <http://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship.jsp>.

4. NON-ASSIGNMENT. There shall be no assignment of this Agreement or compensation derived there from by the Consultant without the prior written consent of the Board.

5. NON-WAIVER. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed as waiver of any other provision or a continuing waiver or such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

6. GOVERNING STATE LAW/SEVERABILITY/VENUE. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. The parties agree that with respect to litigation, which shall result from this Agreement, venue shall lie in Pinellas County, Florida, if a state court action, and in the U.S. District Court for the Middle District of Florida, if a federal court action and the prevailing party shall be entitled to attorney's fees and court costs.

7. INDEMNIFICATION. The Consultant hereby agrees to hold harmless, indemnify, and defend the Board, its agents, employees and elected officials free and harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner caused, occasioned or contributed to by any malpractice, negligent act, omission or fault of Consultant or anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this contract, unless due to Board's negligence. Indemnification for acts and omissions occurring during the term of this Agreement shall survive the term of the Agreement whether such term expires by passage of time or is terminated.

8. INSURANCE. The Consultant must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000. The Consultant shall add the Board as an additional insured on the general liability coverage. The insurance shall cover all of the Consultant's services under this Agreement and shall be effective throughout the term of this Agreement, as well as any renewals or extensions thereto. The Consultant must submit a Certificate of Insurance indicating the required coverage and shall present the same to the Board upon execution of this Agreement. Any and all insurance policies shall be through insurers qualified to do business in Florida.

9. MISCELLANEOUS.

- A. Consultant agrees that all books, records, lists of names, journals, ledgers and other recorded information developed specifically in connection with the administration of the Board shall always be and remain the property of the Board. Subject to Section 119.07, F.S., and other applicable law, Consultant agrees to keep all such material confidential and not to reproduce, disclose or disseminate the material or the information contained therein to third parties without the prior written consent of the Board. Upon termination of this

Agreement for any reason, Consultant shall immediately return all such material and any copies thereof, to the Board.

- B. Consultant may engage subcontractors to perform certain of the services under this Agreement provided Consultant obtains the prior approval of the Board, through the Superintendent or designee, which approval shall not be unreasonably withheld. Consultant shall remain liable to the Board for all services provided by subcontractors.
 - C. The Board shall report and communicate in writing to Consultant changes in exposures, loss-related data and other material change during the course of this Agreement.
 - D. Consultant and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom Board coverage may ultimately be placed. All such relationships shall be fully disclosed in advance in writing to the Board.
 - E. The services and work product provided by Aon Hewitt hereunder are provided for the Board's exclusive use, to be used solely for the Board's internal business purposes; they are not intended to be used or relied upon by third parties.
10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant hereunder. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which is not expressed herein, shall be binding. Except as otherwise provided in this Agreement, all changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions, and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each party hereto.
11. ADDITIONAL TERMS AND CONDITIONS. The parties agree to the General Business Terms and Conditions, which are attached hereto and incorporated herein as Attachment A. To the extent the terms of Attachment A conflict with the terms of this Agreement absent Attachment A, the terms of this Agreement absent Attachment A will control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned officers, duly authorized, effective as of the day and year first above written.

The School Board of Pinellas County, Florida Aon Hewitt

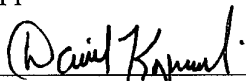
By: _____
Carol J. Cook, Chairperson

By: _____
Ed Vargas, Senior Vice President

Attest: _____
Michael A. Grego, Ed. D., Superintendent

Its: Senior Vice President

Approved as to form:



David Koperski, School Board Attorney

Attachment A- General Business Terms and Conditions

1. Services.

a. These General Business Terms and Conditions apply to all services ("Services") provided by Aon Hewitt, Inc. ("Aon") to Client, including those set forth in an engagement letter or services subsequently added (collectively, the "Agreement"). Client's employee benefit plans are referred to as "Plan" or "Plans".

b. Both parties acknowledge that the accuracy of Services depends upon the accuracy and completeness of the data supplied to Aon. Aon makes no representation or warranty concerning the accuracy and completeness of any data provided to it and results that are dependant upon such accuracy and completeness, and Client accepts sole responsibility for errors in Services resulting from inaccurate or incomplete data supplied by Client or at Client's direction.

c. Client agrees to provide the data necessary for the performance of Services in the form agreed upon. Client understands and agrees that if data is submitted in a form otherwise, Client shall pay Aon, in addition to the fees otherwise set forth, the reasonable expenses incurred to merge or convert the data to the agreed upon form.

d. The Services are not of a legal nature, and Aon will in no event give, or be required to give, any legal opinion or provide legal representation to Client.

e. With respect to insurance consulting or brokerage Services, Aon is not responsible for any insurance policies, coverages and programs that predate this Agreement except as provided in the Agreement.

2. Fees and Payment of Invoices.

a. Properly submitted invoices upon which payment is not received within forty-five (45) days (see Section 218.74(2) F.S.) of the invoice date shall accrue a late charge of the lesser of (i) 1.5% or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, Aon shall have the right to halt or terminate the Services entirely if payment is not received within forty-five (45) days of the invoice date. Client shall indemnify Aon for the costs of collection of overdue payments.

b. In the event that Client requests additional services, such services shall be charged on an hourly basis, plus expenses, unless agreed otherwise in writing.

c. In addition to costs specified by the Agreement, Client will be responsible for any sales, use, excise, value-added and other taxes that are levied on any goods or Services under the Agreement, excluding taxes on Aon's income generally.

d. As applicable to the Services and the Client, in the event the Plan sponsor does not pay fees, or fees remain unpaid at the termination of Services, or Client files for bankruptcy protection, payment of fees will be made from Plan assets to the extent allowed by ERISA.

e. If Aon is required by government regulation, subpoena, or other legal process to produce documents or any personnel as a witness with respect to the Services provided to Client, Client will reimburse Aon for the costs of professional time and expenses, including without limitation reasonable attorney's fees, incurred in

responding to such requests, so long as Aon is not a party to the proceeding in which the information is sought.

3. Relationship.

a. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, joint venturer, partner, fiduciary or representative of the other. Neither party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

b. Aon is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation, Aon has no discretion with respect to the management or administration of the Plan(s), and or control or authority over any assets of the Plan(s), including the investment of those assets. All such discretion and control remain with Client and other Plan fiduciaries.

4. Limitation on Warranties.

The Services performed under this Agreement (which may include certain deliverables, which must be specifically described as such in the engagement letter ("Deliverables")) will conform to generally accepted industry standards and practices for similar services and deliverables. AON DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Confidential Information.

a. With respect to any information supplied in connection with this Agreement and designated by either party as confidential or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure ("Confidential Information"), the other party agrees to protect the Confidential Information in a reasonable and appropriate manner, and use Confidential Information only to perform its obligations under this Agreement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed or (v) disclosed pursuant to legal requirement or order.

Client's Confidential Information which is provided to Aon and that which is created as a result of Services, is and will be owned by Client.

b. The obligations of this paragraph will survive the termination of this Agreement for a period of one (1) year, unless otherwise required by law.

c. If Aon is receiving protected health information (PHI) from the Plan, the use of PHI will be governed by the terms of the business associate agreement with the Plan.

d. Notwithstanding the foregoing, Client consents to Aon's disclosure solely of the existence of the client relationship for the limited purpose of business marketing.

6. Ownership.

a. Aon has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts,

ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; benefit administration systems; and data, documentation, and proprietary information and processes ("Aon Technology").

b. Except as provided below, upon full and final payment to Aon hereunder, the Deliverables, if any, shall become the property of Client. To the extent that any Aon Technology is contained in any of the Deliverables, Aon hereby grants to Client a perpetual, worldwide, paid-up, royalty-free, nonexclusive license to use such Aon Technology in connection with the Deliverables.

c. To the extent that Aon utilizes any of its property, including, without limitation, the Aon Technology, in connection with the performance of Services, such property shall remain the property of Aon and, except for the license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property.

d. Client will honor Aon copyrights, patents, and trademarks relating to Services, Deliverables and Aon Technology, and will not use Aon's name, patents or trademarks without Aon's prior written consent.

e. Aon acknowledges and agrees that all right, title and interest in and to any programs, systems, data, information and other materials furnished to Aon by Client hereunder are and shall remain Client's sole and exclusive property.

f. Nothing contained in this Agreement will prohibit Aon from using any of its general knowledge or knowledge acquired under this Agreement (excluding Client's Confidential Information) to perform similar services for others.

7. Indemnification and Limitation of Liability.

a. Aon shall indemnify and hold harmless the Client, its directors, officers, and employees from and against any and all claims, actions, losses, damages, liabilities and expenses resulting from third party claims arising out of the performance of Services, to the extent finally judicially determined to have directly resulted from the negligence of Aon, not to exceed the percentage share that its negligence bears to the total negligence of Client and all other negligent entities and individuals.

b. Except with respect to the indemnification obligations in the preceding paragraph, in no event will Aon or Client be liable to the other for any indirect, incidental, special, consequential, exemplary or reliance damages (including, without limitation, lost business opportunities or lost sales or profits) arising out of Aon's services to Client, regardless of whether either party is advised of the likelihood of such damages. In addition, to the fullest extent permitted by law, and except for damages resulting from fraud or intentional misconduct by Aon, in each Service Year (as defined hereafter), the total aggregate liability of Aon, including its affiliates, subsidiaries, parents, officers, directors, employees, and agents (collectively, "Aon"), to Client for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with Aon's performance of services for Client, shall be limited to the amount of

compensation paid or payable in such applicable Service Year ("Liability Limitation"). A "Service Year" is each sequential 12-month period in which this Agreement is in effect, commencing as of the first day of the provision of services hereunder. This Liability Limitation shall apply to Client's affiliates and subsidiaries wherever located that seek to assert claims against Aon; however, nothing herein shall imply, or operate as an admission, that Aon owes or accepts any duty or responsibility to any such entities.

Notwithstanding the foregoing, as applicable to the Client and the Services, Aon will not be liable to Client for any amounts for which Client or the Plan would have been responsible to pay irrespective of any act, error or omission by Aon, including interest adjustments.

c. This Section will survive the termination or expiration of this Agreement.

8. Non-Solicitation.

During the term of this Agreement and for a period of one year following its expiration or termination, the Client and the Company will not, without the other's written consent, solicit, employ or otherwise engage any of the other's employees who were involved in the engagement pursuant to this Agreement; provided that this restriction shall not preclude a party from soliciting or hiring any such employee who responds to general solicitations of employment not specifically targeted at such employee.

9. Term.

Unless terminated sooner in accordance with its terms, this Agreement shall terminate on the completion of Aon's Services hereunder. For any reason and without penalty, Client or Aon may discontinue the Services, or work related to a specific assignment as a part of the Services, by providing written

notice to the other at least ninety (90) days in advance of the termination. Client shall be liable for properly incurred fees, commissions and expenses through the date of termination.

10. Responsibility for Records.

Aon maintains its records in accordance with Aon's document retention policy. Aon's responsibilities relating to the Services do not include maintaining official Plan records, unless otherwise agreed upon; therefore, Client should retain copies of all data, documents, reports and determinations that it provides to Aon and that Aon provides to Client. Client has the right to obtain copies of the records at its expense.

11. Force Majeure.

Aon shall not be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the Client (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire or other casualty, act of God, strike or labor dispute, war, terrorism or other violence, or any law, order or requirement of any governmental agency or authority.

12. Governing Law; Waiver of Jury Trial.

a. This Agreement shall be governed by and interpreted in accordance with the law of the State of Illinois, without giving effect to the choice of law provisions thereof.

b. To facilitate judicial resolution and save time and expense, the parties irrevocably

and unconditionally agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to the Services or this Agreement.

13. Subcontracting.

Aon Hewitt may engage subcontractors to perform certain of the services under this Agreement provided Aon Hewitt obtains the prior approval of the Board, through the Superintendent or designee, which approval shall not be unreasonably withheld. Aon Hewitt shall remain liable to the Board for all services provided by subcontractors. Aon Hewitt may also enter into agreements with insurance carriers to provide services outside the scope of this agreement and may be compensated by the insurance carrier upon approval of the agreement by the Board, through the Superintendent or designee.

14. Additional Terms.

This Agreement embodies the entire understanding between the parties and supersedes all other oral and written

representations, understandings or agreements relating to the Services, and may not be amended except by written agreement by the parties. If any provisions of this Agreement are unenforceable or in conflict with the law of the applicable jurisdiction, the validity of the remaining provisions will not be affected by this holding. Except as provided below, neither party may assign, transfer or delegate any of its rights or obligations hereunder without the prior written consent of the other party. Aon may assign or subcontract its rights and obligations hereunder to any affiliate or related entity without the consent of the Client. In addition to the specific survival terms in the Agreement, any other provision which contemplates performance or observance by either or both parties subsequent to any termination of this Agreement shall survive any termination of this Agreement and continue in full force and effect. This Agreement will be binding upon the successors and/or legal representatives of the parties.