

pillar

insurance services

supporting all your insurance needs

May 1, 2019

To whom it may concern, Destiny Stream Academy for Girls Charter School, will be able to meet the required insurance coverage listed below. Nationwide Insurance company an A+ rating insurance company, will be insurer that will providing insurance coverage for Destiny Stream Academy for Girls Charter School.

a. Workers' Compensation and Employers' Liability Insurance: Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide services under the Agreement with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. b. Commercial General Liability Insurance: Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, combined single limit for bodily injury, personal injury and property damage liability coverage shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion), independent contractors, separation of insureds, defense and contractual liability. The aggregate limit must apply for each Attendance Center and must be unimpaired. The policy shall not exclude corporal punishment coverage. The policy must include (and not limit or exclude) Sexual Abuse & Molestation coverage, unless a separate policy is obtained for such coverage pursuant to subparagraph 1.d. hereof. c. Automobile Liability Insurance: Automobile Liability Insurance is required when any motor vehicle (whether owned, non-owned or hired) is used in connection with services to be performed, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. If a vehicle (whether owned, non-owned or hired) is used to transport students, then limits of not less than Ten Million and 00/100 Dollars (\$10,000,000.00) per occurrence for bodily injury and property damage must be provided unless a Board-approved bus vendor is used. The ii bus vendor's insurance certificate shall be endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, officers, officials and agents, and the Charter School are named as additional insured on a primary, non-contributory basis without recourse or right of contribution from the Board. d. Sexual Abuse & Molestation Insurance: Sexual Abuse & Molestation Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. The aggregate limit must apply for each Attendance Center. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have an extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier

commencement of charter operations. Notwithstanding the provisions of this subparagraph 1.d. hereinabove, if the Commercial General Liability coverage and the Umbrella Liability coverage both include coverage for Sexual Abuse and Molestation (and do not exclude or limit such coverage), then the requirements of this subparagraph 1.d. shall not apply. e. School Board Legal/Professional Liability Insurance: School Board Legal/Professional Liability Insurance covering the Charter School and its directors and officers from liability claims arising from wrongful acts, errors or omissions in regards to the conduct of their duties related to the operation and management of the school with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Coverage shall include 3rd Party Employment Practices Liability and Sexual Harassment coverage. f. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance to provide additional limits for underlying general liability, automobile liability, and sexual abuse & molestation insurance coverages with limits of not less than: i. Two Million and 00/100 Dollars (\$2,000,000.00) for one Attendance Center of the Charter School; provided, however, if the Attendance Center occupies a Board facility or site with a pool (whether indoor or out, operational or not, or used or not by any person or entity), iii this amount increases to Four Million and 00/100 Dollars (\$4,000,000.00); and ii. Two Million and 00/100 Dollars (\$2,000,000.00) for each additional Attendance Center of the Charter School; provided however, the requirements of subparagraphs 1.f.i. and 1.f.ii. combined shall be capped at Ten Million and 00/100 Dollars (\$10,000,000.00). g. Catastrophic Accident Insurance: Catastrophic Accident Insurance covering any Charter School that enrolls grades 9 through 12 with aggregate benefit limits of Three Million and 00/100 Dollars (\$3,000,000.00) or 5 years, whichever occurs first, for eligible students in grades 9 through 12 who sustain an accidental injury while participating in school-sponsored or school-supervised interscholastic athletic events sanctioned by the Illinois High School Association (including direct and uninterrupted travel to and from the athletic event as well as during a temporary stay at the location of an athletic event held away from the student's school) that results in medical expenses in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00). These benefit limits are to be in excess of any and all other insurance, coverage or benefit, in whatever form or designation. (Source: P.A. 98-0166) h. Property Insurance/Fire Legal Liability: i. If the Charter School occupies a non-Board facility to operate its Attendance Center, the Charter School shall maintain Property Insurance (on a special form cause of loss or all-risk basis) and Fire Legal Liability for full Replacement Cost of property, including property for which the Charter School is contractually responsible, by lease or other agreement, from physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses. ii. If the Charter School occupies a Board facility to operate its Attendance Center, the Charter School shall maintain Property Insurance/Fire Legal Liability in accordance with the terms and conditions of the lease agreement between the Charter School and the Board. i. Fidelity Bond. Fidelity bond coverage in the amount of at least Two Hundred Thousand and 00/100 Dollars (\$200,000.00) with a responsible surety company with respect to all of the Charter School's iv employees as may be necessary to protect against losses including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money or documents. The bond shall name the Board of Education of the City of Chicago as a third party. j. Cyber, Privacy & Network Security Insurance: Cyber Liability, Privacy and Network Security Insurance to cover for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, Federal or State guidelines. Limit of liability must be at least One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. Any retroactive or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of any charter operations. If coverage is on a "claims made basis", a 2 to 5 year extended reporting provision must be

included. k. Construction: The Charter School shall indemnify, defend and agree to save and hold Board (and, if occupying a Board facility, the City of Chicago in Trust for Use of Schools ("City") and the Public Building Commission of Chicago ("PBC") as their interests may appear in their capacity as titleholders), harmless from and against all liability, injury, loss, claims, cost, damage and expense with respect to any injury to, or death of, any person, or damage to or loss or destruction of, any property occasioned by or growing out of any construction work on Board property. The Charter School shall not commence any such work until the Board has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have in full force and effect adequate insurance as required by the Board's construction program at the time of the work. Required coverage may include, but is not limited to: workers' compensation, general liability, professional liability, automobile liability, environmental liability, excess liability, property and builders' risk insurance. The Charter School's contractors and subcontractors are subject to the same requirements as the Charter School in regards to additional insured, rating, notice, etc. 2. Additional Insured. The Charter School shall have its general liability, automobile liability, and umbrella liability insurance policies endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate (and, if occupying a Board facility, the City and the PBC as their interests may appear in their capacity as titleholders), and their members, v employees, officers, officials and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board (or, if occupying a Board facility, the City or the PBC as their interests may appear in their capacity as titleholders).

Sincerely



Maurice Green
President / Ceo
4504 S. Cottage Grove Ave
Chicago, IL 60653
T: 773-288-3200
F: 773-288-3201
info@pillarinsuranceservices.com