

LINCOLNWOOD SCHOOL DISTRICT 74 PROPOSAL

EFFECTIVE: 07/01/2022 - 07/01/2023

PREPARED FOR:

LINCOLNWOOD SCHOOL DISTRICT 74
6950 N EAST PRAIRIE RD
LINCOLNWOOD, IL 60712

SUBMITTED BY:

ASSUREDPARTNERS OF ILLINOIS, LLC

PROVIDED BY:



PROVIDED ON: 3/8/2022

PROPOSAL EXPIRATION DATE: 5/7/2022

Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its' affiliates, 175 Berkeley Street, Boston, MA 02116. Not all insurance coverages are available in all states and policy terms may vary based on individual state requirements. This proposal may include a policy from a Liberty Mutual nonadmitted surplus lines affiliate that is not licensed in your state. Surplus lines insurers generally do not participate in state guaranty funds and coverage may only be obtained through duly licensed surplus lines brokers.

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Account Team



Lysa Taylor
Underwriter

312-416-7732
[Email me](#)

Responsible for account underwriting and a liaison for the Broker/Customer

- Account Pricing
- Business Coordination
- Policy Coverage
- Risk Evaluation/Loss and Hazard Analysis



Doris Rheams
Account Analyst

630-393-7908
[Email me](#)

Responsible for underwriting support

- Policy Change and Transaction Requests
- Signature Documents
- State Filing, Inquiries and Criticisms

Summary

Line of Coverage	Effective Date	Rating Plan	Underwriting Company	Pay Plan	Commission Rate	Estimated Premium*
Workers Compensation	07/01/2022 - 07/01/2023	Guaranteed Cost	Liberty Mutual Fire Insurance Company	Quarterly 25%/8	5.0%	\$77,192
Total Estimated Premium						\$77,192

*Estimated premium includes Terrorism Risk Insurance Act (TRIA) premium, taxes, assessments and surcharges.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

Payment Terms:

- Commissions will be paid in accordance with the payment plans established for the customer.
- Mid-Term premium endorsements will be: **Bill All Adjustments - Adjust Remaining Bill Plan**
- **Customer** will be billed for premium, taxes, assessments, and surcharges.
- Pay Terms Offered: **Non-ACH**

Billing Estimate

LINCOLNWOOD SCHOOL DISTRICT 74

Pay Terms Offered*

Effective: 07/01/2022 to 07/01/2023

Line of Coverage	Pay Plan	Deposit Amount	Installment Amount	Grand Total
Workers Compensation	Quarterly 25%/8	\$19,105.00	\$7,164.38	\$76,420.00
Taxes, Assessments & Surcharges	-	\$772.00	-	\$772.00
Total Amount		\$19,877.00	\$7,164.38	\$77,192.00

*Billing will also be set up in your online portal. Please contact your Client Service Representative for access.

This is not your actual invoice. It is an estimate based on proposed exposures, coverages, and is subject to change when the actual invoice is mailed by Customer Accounting Services under separate cover. We are offering this estimate for your information and planning.

Customer will be billed for premium, taxes, assessments, and surcharges.

Mid-Term premium endorsements will be: **Bill All Adjustments - Adjust Remaining Bill Plan**

Workers Compensation

Premium Details

Underwriting Company: **Liberty Mutual Fire Insurance Company**
 Rating Plan: **Guaranteed Cost**
 Named Insured: **Lincolnwood School District 74**

Premium	
Standard Premium	\$76,516
Estimated Premium Includes terrorism premium and catastrophe other than certified acts of terrorism premium.	\$76,420
Taxes, Assessments & Surcharges	\$772
Total Estimated Premium with Taxes, Assessments & Surcharges	\$77,192

TRIA & CAT	
Certified Acts of Terrorism Coverage Premium. <i>Included in the premium above.</i>	\$4,348
Catastrophe other than Certified Acts of Terrorism Premium. <i>Included in the premium above.</i>	\$1,449

Coverages & Limits

Coverages	Limits of Liability
Employers Liability	
Bodily Injury by Accident - Each Accident	\$1,000,000
Bodily Injury by Disease - Each Employee	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000

Workers Compensation

Rating Information

State	Exposure Basis	Exposure Amount	Estimated Premium*	Experience Modification
Illinois	Estimated Payroll	\$14,493,661	\$76,420	1 (Final)

*Includes terrorism premium and catastrophe other than certified acts of terrorism premium.
Excludes taxes, assessments and surcharges.

Please refer to the attached rating schedule for details.

Workers Compensation

Forms & Endorsements

Form Name	Form Number	Fill-Ins
90-Day Reporting Requirement - Notification of Change in Ownership	WC 00 04 14 A	
Audit Noncompliance Charge	WC 00 04 24	
Catastrophe (Other Than Certified Acts of Terrorism) Premium	WC 00 04 21 E	
Experience Rating Modification Factor Revision	WC 00 04 25	
Illinois Amendatory	WC 12 06 01 F	
Illinois Contractual Amendment Endorsement	WC 99 13 33	
Illinois Renewal	WC 12 06 03	
Notice	CNI 90 02 07 11	
Participating Provision	WC 99 20 54	
Premium Discount	WC 00 04 06	
Premium Due Date Endorsement	WC 00 04 19	
Terrorism Risk Insurance Program Reauthorization Act Disclosure	WC 00 04 22 C	
Workers Compensation And Employers Liability Insurance Policy Jacket	WC 00 00 00 C	

Note: Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

The Liberty Mutual Advantage

Experience the Liberty Mutual Difference.

Industries evolve. Market conditions shift. Risks change. That's why you need the stable partnership of a global leader with strength in every corner. When you work with Liberty Mutual you can expect industry-leading coverages delivered by a team that is empowered to provide a superior experience. With experts in underwriting, risk control, claims, and more, we harness innovation to address your concerns at each touch point. Look to Liberty if you value long-term partnership and want a carrier with the expertise and stability to adapt as your business changes.

The Liberty Mutual Advantage

Financial Strength

Working with a Fortune 100 company, you get the advantage of more: more industry-leading resources and deeper expertise in more areas, including outstanding access to quality care and powerful return-to-work strategies and risk control strategies.

Industry Expertise

With 100+ years in business, we have deeply earned experience in your industry. At every touch point – from how we underwrite to how we manage claims – we have the experience you need. It's our business to know your business. Our experts understand the challenges you face and are ready to help mitigate risk at every level.

A Superior Customer Service Experience

Work with engaged, responsive professionals, from onboarding to claims management. We collaborate constantly to ensure your program is designed and operating for optimal results. We back this with technologies that maximize agility and efficiency – plus the steadfastness of an established partner. Count on us to stay focused on you.

Industry-leading Claims Handling

Our specialized approach leads to better outcomes and a better overall experience. Superior claims experience enabled by unparalleled focus on exceptional people, innovation and harnessing data to put your business ahead.

Advanced Risk Control and Engineering*

We can help lower your total cost of risk by providing access to resources that can help you identify exposures and practical ways to mitigate them. You benefit from relevant insights and practical programs that address your areas of greatest loss, such as workplace injuries, product recalls, and property damage.

*Our risk control services are advisory only. We assume no responsibility for management or control of customer safety activities nor implementation of recommended corrective measures.

Services

Providing you with a great experience is important to us. Here are some of the services that you'll receive when you join us:

Services are based on the Lines of Business sold.

Account Management Services

- Designated Account Management Team
- Seamless onboarding to Liberty Mutual
 - o Policy number assignment and signature documents
 - o Claim intake procedures
 - o Policy issuance
 - o Quick action on state reporting and posting notices
 - o Set up and training for Liberty Mutual's online portal and Risk Management Information System
- Facilitation/Navigation of a smooth claims experience by quickly addressing questions and resolving issues

Claims Services

- 24 Hour Emergency Claims Service Center
- 24 Hour Claim Reporting – Internet & Telephonic
- Claimant and Customer contact on Liability Bodily Injury claims in 1 day
- Injured Worker, Employer, and Medical Provider contact on WC Indemnity claims in 1 day
- Claims Acknowledgements
- Comprehensive Liability and/or Compensability Investigations
- Customer Specific Location Coding for WC
- Designated National Claims Service Teams
- Fraud Investigations and Handling
- Index Bureau Reporting
- On-line Medical Provider Referral Service
- Second Injury Fund Recovery for WC
- Notification of reserve changes equal to or exceeding \$20,000
- Notification of settlements equal to or exceeding \$20,000

Litigation Management Services

Liberty Mutual reserves the right to retain and direct legal counsel:

Liberty Mutual Staff Counsel or Managed Panel Counsel will be used unless otherwise directed by Liberty Mutual or agreed upon.

Services

Risk Control Services

On-demand Risk Control resources including:

- Risk Control Consulting Center
- Access to comprehensive safety and health resources through Liberty Mutual SafetyNet (an online destination for safety tools, training, and resources)

Technology Services

- Access to Liberty Mutual's online portal to include:
 - o Account and billing information
 - o Risk control services and medical providers
 - o Reporting and tracking claim activity through Risktrac
- Access to Risktrac, Liberty Mutual's Risk Management Information System
 - o View adjuster claim notes and monitor activity
 - o Create watch lists to keep track of important claims
 - o Set alerts to be notified of reserve and payment activity

Please speak with your Underwriter if additional services are needed.

Terms & Conditions

This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

We are willing to provide only the coverage described by this document. This document is a proposal to provide coverage based solely on these specifications. We will not be bound or obligated by proposals, specifications, or requests prepared by any other party. Further, this coverage is not bound until expressly accepted, in writing, by a Liberty Mutual Insurance employee who is authorized to bind these coverages. Finally, this document is not a policy of insurance. Coverage will be determined by the terms and conditions of the policy or policies issued by us. This document was created and distributed to you solely for information purposes only. You must look to and rely upon the full terms and conditions of the policy to determine the nature and extent of coverage.

To learn more about Liberty Mutual's privacy policy, go to libertymutual.com/privacy

This proposal and any policy or contract that may be issued pursuant to this proposal, is based on the information you or your authorized representative provided regarding named and additional insureds. In the event that individuals, entities, vessels or countries that have a direct or indirect interest in the quoted insurance coverage are subject to U.S. or foreign financial sanctions laws, or appear on any domestic or foreign list of persons with whom we are prohibited from doing business or conferring financial benefit, Liberty Mutual Insurance reserves the right to amend this proposal or to withdraw it in its entirety; and, in the event a policy of insurance or a contract for other benefits is issued by us prior to or after learning that any subject persons or entities appear on the prohibited list, or otherwise are identified in connection with an economic sanctions program, Liberty Mutual Insurance reserves the right to declare any such issued policy or contract null, void and without legal or binding effect, such voiding to be effective from the otherwise effective date of such issued policy or contract and regardless of whether any circumstance has arisen, or there has been an occurrence since such issuance that would be material to the duties and responsibilities set forth in such policy or contract.

Quote Stipulations

All policy coverages, terms, and conditions are subject to applicable State Amendatory Endorsements.

If the Named Insured's signature is required for any of the policies or coverages included in this proposal, they must be signed by the proposed Named Insured and returned to us by the effective date of the policy, or within 30 days of receipt, whichever is later. Failure to execute and return any required signature documents within the specified time frame may result in withdrawal of the proposed payment plan, or cancellation or rescission where allowed by law, and/or coverage changes and corresponding premium increase(s) required by law as a result of not having signed forms.

Terms & Conditions

Services

These services are provided during the effective period, unless otherwise specified. Services will convert to our standard claims and other services, except as otherwise agreed in writing or stated below, if:

- 1) all of the policies described, including any renewals and rewrites of those policies, are cancelled or non-renewed by you or by us,
- 2) losses are projected to exceed a rating plan maximum, or
- 3) you become insolvent or file for bankruptcy.

We may modify our standard services at any time without notice.

Claim Service Definitions

Notification: the formal act of alerting the customer/broker when a specific claim action is taking place. Specific actions can include but are not limited to Nurse Case Manager, Field Investigation, Surveillance, Third Party, Reserves and Settlement. No response from customer is required in order for Claims to proceed with their action plan.

Risk Control Services

Our risk control service is advisory only and does not include:

- Providing for the health and safety of your employees or the public
- Managing or controlling your safety activities or implementing recommended corrective measures
- Identifying all hazards
- Warranting that requirements of any federal, state, or local law, regulation, or ordinance have or have not been met.

Regulatory Service Requirements

After the effective date of this policy, we may be required to provide certain services (e.g., managed care) or to re-classify/re-code certain services - under the policy in accordance with filed rating and statistical plans. If this happens, we will align the charges with the filed rating and statistical plans (e.g., medical loss, indemnity loss, allocated loss adjustment expense, or unallocated loss adjustment expense).

Risk Management Information Systems (RMIS)

You will have access to certain claims information ("DATA") from the electronic data processing files of the member companies of the Liberty Mutual Insurance. This DATA pertains to claims made against some of the insurance policies or claims service agreements issued to you by our member companies through the risk management information systems (collectively "RMIS").

Terms & Conditions

Access to DATA or media is based on your ongoing acceptance of the terms and conditions listed on the portal used to access RMIS, as well as the following:

- We do not warrant that operation of the RMIS or the DATA provided will be error-free. We make no warranties, express or implied, and further, we DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- You understand and agree that the limit of our liability for any cause of action arising from, or related in any way to RMIS and/or DATA, is for direct damages only. We are not liable to you for any indirect, consequential, punitive, or special damages of any kind or nature.

To the extent that we provide DATA to you through RMIS and/or through any other means or media otherwise, the following terms shall apply:

- a. We and you (the "Parties") shall comply with all laws and regulations governing the confidentiality, security, transmission, retransmission, copying, disclosure, and use of information pertaining to individuals, including but not limited to any medical information or non-public information as individually identifiable medical information and non-public, protected personal information of persons as defined in applicable law or regulation.
- b. Access to RMIS is restricted to employees for whom the applicable subscription fees have been paid. You shall restrict access to RMIS and DATA to those employees who may lawfully access and use such information unless they agree otherwise in writing.
- c. You shall instruct all employees accessing RMIS and DATA with regard to the obligations imposed under paragraphs a. and b. and ensure that your employees fully comply.
Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, subsidiaries, affiliates, and employees from and against any third-party claims* that the party seeking indemnification may suffer or incur that arises out of:
 - Any allegation that the other party's possession of or access to DATA violates any statute or regulation
 - Any allegation that the other party's treatment or use of any DATA including, by way of example and not limitation, the transmission, retransmission, communication, or other publication of such DATA, was negligent, grossly negligent or intentionally improper
 - The other party's breach of any representation or other obligation arising under this agreement with regard to DATA or RMIS

*Claims collectively refers to losses, damages, suits, fees, judgments, costs, and expenses, including reasonable attorneys' fees, made by the directors, officers, and employees of the party responsible for indemnification.

The party seeking indemnification will:

- Promptly let the other party know in writing of any claim for which it is seeking indemnification
- Forward to the other party all documents in its possession related to the matter

Failure to provide prompt notice of a claim for indemnification will not prevent the party's claim for indemnification unless the other party is negatively impacted.

Terms & Conditions

With regard to DATA and RMIS provided according to this section, your obligations and ours will survive indefinitely regardless of the termination of our partnership, any insurance policy, this or any other agreement between the parties.

Broker/Third-Party Access

If you want to extend access to RMIS and/or DATA to your broker/consultant or any third party, they must enter into a separate agreement with us that includes the terms and conditions of such access

New Mexico Limitation Of Uninsured/Underinsured Motorist Coverage

On October 4, 2021, the New Mexico Supreme Court issued an opinion titled *Crutcher v., Liberty Mutual Insurance Company et al* (No. S-1-SC-37478). As a result of the Court's decision, we are required to provide the following clarification of the limitation of Uninsured/Underinsured Motorist Coverage (UM/UIM). In the event of a loss from a motor vehicle accident in which the total reimbursement you receive from the other parties' insurance policies is equal to or in excess of your UM/UIM limit, you may not have any UIM coverage available to you.

An Underinsured Motorist is NOT simply a motorist who does not have sufficient insurance coverage to pay for all of your injuries and/or damages. Rather, an Underinsured Motorist is an operator of a motor vehicle for which the sum of the Limits Of Liability under all bodily injury liability insurance applicable at the time of the accident is less than the Limits Of Liability under all Uninsured/Underinsured Motorist Coverage applicable to you. This means that if you have the same amount of Underinsured Motorist Coverage that an at fault driver carries in liability limits, you may not have any Underinsured Motorist Coverage available to you. For example, if you receive \$25,000 in liability bodily injury benefits from an at fault driver and you have \$25,000 per person in UM/UIM Coverage available to you under your own or someone else's policy, you may not receive any benefits for UIM Coverage under the Policy because that driver would most likely not be an Underinsured Motorist. Similarly, if you received \$50,000 in liability bodily injury benefits from the at fault driver and you have a total of \$50,000 per person in UM/UIM Coverage available to you under your own or someone else's policy, you may not receive any benefits for UIM Coverage under your policy(ies) because that driver would most likely not be an Underinsured Motorist. This is because under New Mexico law, Underinsured Motorist Coverage pays the 'gap' between the at fault driver's liability insurance limits and the limits of Underinsured Motorist Coverage available to you. It does not pay the 'excess' of damages you suffer that are above the at fault driver's liability limits – only the difference between that person's liability limits and the limits of all Underinsured Motorist Coverage available to you, if there is any difference.

Please note that the above example applies only to situations involving UIM coverage and not UM coverage.

Therefore, it is very important to consider this when selecting UM/UIM coverage limits.

Terrorism Insurance Premium Disclosure

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

The premium charge for coverage for "Certified Acts of Terrorism" will appear in this Proposal as a separate line item charge. If you choose to accept this proposal, you will have the opportunity to reject this coverage and premium charge. This offer applies to all lines except Workers Compensation, Crime, Professional Liability and Commercial Automobile.

The Terrorism Risk Insurance Act

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per calendar year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

Mandatory Availability of Coverage For "Certified Acts of Terrorism"

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- i. to be an act of terrorism;
- ii. to be a violent act or an act that is dangerous to –
 - I. human life;
 - II. property; or
 - III. infrastructure;
- iii. to have resulted in damage within the United States, or outside of the United States in the case of –
 - I. an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - II. the premises of a United States mission; and
- iv. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Lincolnwood School District 74

Workers' Compensation - Quote 2411668.3

Company 2 - Liberty Mutual Fire Insurance Company

Policy Period 07/01/2022 to 07/01/2023

States Covered IL

Employers Liability Limits

Bodily Injury By Accident	\$1,000,000	Each Accident
Bodily Injury By Disease	\$1,000,000	Each Employee
Bodily Injury By Disease	\$1,000,000	Policy Limit

Premium Summary

<u>Entity</u>	<u>Estimated Payroll</u>	<u>Total Manual Premium</u>	<u>Standard Premium</u>	<u>Premium Discount</u>	<u>Estimated Premium</u>
Lincolnwood School District 74	14,493,661	75,272	76,516	(6,053)	76,420

TOTALS	14,493,661	75,272	76,516	(6,053)	76,420
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*Estimated Payroll excludes non-payroll class codes

**Estimated Premium includes Terrorism(if applicable).

***Estimated Premium includes Catastrophe - Other Than Certified Acts of Terrorism (if applicable).

Terrorism

<u>State</u>	<u>Rate</u>	<u>Amount</u>
IL	0.030	4,348

TOTALS	4,348
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Catastrophe - Other Than Certified Acts of Terrorism

<u>State</u>	<u>Rate</u>	<u>Amount</u>
IL	0.010	1,449

TOTALS	1,449
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Assessments and Surcharges

<u>State</u>	<u>Description</u>	<u>Percentage</u>	<u>Amount</u>
IL	Illinois Workers Compensation Commission Surcharge	1.01%	772

TOTALS	772
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Total Estimated Premiums plus Taxes, Assessments and Surcharges	77,192
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Miscellaneous Charges

<u>State</u>	<u>Rating Units</u>	<u>Rate</u>	<u>Amount</u>
IL	Expense Constant		160

TOTALS	160
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Lincolnwood School District 74

Lincolnwood School District 74

Workers' Compensation - Quote 2411668.3

Policy Period 07/01/2022 to 07/01/2023

State Covered Illinois

Employers Liability Limits

Bodily Injury By Accident	\$1,000,000	Each Accident
Bodily Injury By Disease	\$1,000,000	Each Employee
Bodily Injury By Disease	\$1,000,000	Policy Limit

Rates Effective 01/01/2022

<u>Classification</u>	<u>Code</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>
College: Professional Employees & Clerical	8868	13,890,725	0.37	\$51,396
College: All Other Employees	9101	602,936	3.96	23,876
				<u>Total</u>
Manual Premium				\$75,272
Illinois Contractual Amendment Premium Charge (0.0025)				188
Employers Liability Increased Limits Premium (0.014)				1,056
Subject Premium				\$76,516
Experience Modification (1)				0
Modified Premium				\$76,516
Standard Premium				\$76,516
Premium Discount (0.0791)				(6,053)
Expense Constant				160
Terrorism				4,348
Catastrophe (other than Certified Acts of Terrorism)				1,449
Estimated Premium				\$76,420
Illinois Workers Compensation Commission Surcharge (0.0101)				772

Lincolnwood School District 74
Policy Period: 07/01/2022 to 07/01/2023

Workers' Compensation - Quote 2411668.3

State	Governing Class	Description
Illinois	8868	College: Professional Employees & Clerical

Lincolnwood School District 74
Policy Period: 07/01/2022 to 07/01/2023

Workers' Compensation - Quote 2411668.3

State	Hazard Class	Description	Hazard Group
Illinois	8868	College: Professional Employees & Clerical	B