



*The Committee may assess and evaluate pending claims and related issues and take action or provide direction to Staff regarding the litigation described below.*

Laura Orozco v. Cal Poly Pomona Foundation, Inc.  
Michael Jones v. CSU Fullerton Auxiliary Services Corporation  
Juan Rodriguez v. The University Corporation, CSU Northridge  
Mario Nickenig v. Cal State L.A. University Auxiliary Services, Inc.

**E. STANDING COMMITTEE REPORTS**

- |   |          |             |
|---|----------|-------------|
| <b>1. Programs Committee Report</b>                                   | <b>I</b> | <i>p.17</i> |
| <b>2. Member Services, Loss Control and Training Committee Report</b> | <b>I</b> | <i>p.18</i> |
| <b>3. CSURMA Executive Committee Report</b>                           | <b>I</b> | <i>p.21</i> |
| <b>4. AOA Executive Committee Report</b>                              | <b>I</b> | <i>p.25</i> |

**F. GENERAL ADMINISTRATION**

- |  |          |             |
|--|----------|-------------|
| <b>1. Policy &amp; Procedure L-7 - Employment Practices Liability (EPL) Deductible Options</b><br><i>The Committee will be asked to approve the revisions to Policy &amp; Procedure L-7</i>                        | <b>A</b> | <i>p.26</i> |
| <b>2. AORMA Liability Program Memorandum of Coverage</b><br><i>The Committee will be asked to approve revisions to the AORMA Liability Program Memorandum of Coverage</i>  | <b>A</b> | <i>p.31</i> |
| <b>3. Praesidium Contract – Managing the Risk of Minors on Campus</b><br><i>The Committee will be asked to review the proposal provided by Praesidium and recommend approval to the CSURMA Executive Committee</i> | <b>A</b> | <i>p.76</i> |

**D. INFORMATION ITEMS**

- |   |          |              |
|---|----------|--------------|
| 1. CSURMA AORMA 2014 Meeting Calendar                 | <b>I</b> | <i>p.78</i>  |
| 2. CSURMA AORMA Service Calendar                      | <b>I</b> | <i>p.81</i>  |
| 3. CSURMA AORMA Program Administrator’s Contact Lists | <b>I</b> | <i>p.91</i>  |
| 4. AORMA’s Travel Reimbursement Policy                | <b>I</b> | <i>p.94</i>  |
| 5. AORMA Committee Members - Effective 7/01/13        | <b>I</b> | <i>p.97</i>  |
| 6. FY 13/14 AORMA Long Range Action Plan              | <b>I</b> | <i>p.101</i> |

**E. ADJOURNMENT**

*The next meeting is scheduled for March 20, 2014 in Newport Beach, CA.*

**APPROVAL OF THE AGENDA**

**ISSUE:** The Committee will be asked to approve the agenda for today's meeting.

**RECOMMENDATION:** Staff recommends that the Committee approve the agenda as presented.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):** None

**APPROVAL OF THE MINUTES FROM THE AORMA COMMITTEE  
MEETING ON NOVEMBER 6, 2013**

**ISSUE:** The Committee will be asked to review and approve the draft minutes from its November 6, 2013 meeting.

**RECOMMENDATION:** It is recommended that the Committee approve the minutes from its November 6, 2013 meeting, including corrections as necessary.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. CSURMA AORMA Committee Meeting Minutes – December 5, 2013

**MINUTES OF THE CSURMA AORMA  
COMMITTEE MEETING**

**NOVEMBER 6, 2013**

**ALLIANT INSURANCE SERVICES, INC.  
(Sequoia Room) 1792 Tribute Road, Suite 450  
Sacramento, CA 95815**

**10:00 AM**

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**MEMBERS PRESENT**

Robert de Wit, Forty-Niner Shops, Inc., CSU Long Beach  
Patricia Worley, Associated Students Inc., Sacramento State University  
Frank Mumford, CSU Fullerton Auxiliary Services Corporation, CSU Fullerton (*10:40 AM arrival*)  
Gigi Kiama, University Corporation, CSU Monterey Bay  
Guy Dalpe, Cesar Chaves Student Center, San Francisco State University  
Leslie Davis, University Union Operation of CSUS, Inc., Sacramento State University  
Keith Kompsi, Fresno Association, Inc., CSU Fresno  
Kurt Borsting, Associated Students, Inc., CSU Fullerton  
Melinda Coil, San Diego State University Research Foundation  
Haleh Minakary, The Cal Poly Pomona Foundation, Inc., Cal Poly Pomona

**MEMBER ABSENT**

Dwayne Brummett, Associated Students, Cal Poly San Luis Obispo  
Brian Nowlin, CSULB Foundation, CSU Long Beach

**STAFF, GUESTS AND CONSULTANTS**

Daniel Howell, Alliant Insurance Services, Inc.  
Mimi Long, Alliant Insurance Services, Inc.  
William Hsu, CSU Office of General Counsel

**A. CALL TO ORDER**

The meeting was called to order by the Vice Chair, Robert de Wit at 10:00 AM.

**B. PUBLIC COMMENTS**

There were no public comments.

**C. CONSENT CALENDAR**

**C1. Approval of the Agenda**

A motion was made to approve the November 6, 2013 agenda.

**MOTION: Keith Kompsi**

**SECOND: Leslie Davis**

**MOTION CARRIED**

NAME	AYE	ABSTAIN	NAY	ABSENT
Dwayne Brummett				X
Robert de Wit	X			
Brian Nowlin				X
Frank Mumford				X
Gigi Kiama	X			
Guy Dalpe	X			
Keith Kompsi	X			
Leslie Davis	X			
Melinda Coil	X			
Haleh Minakary	X			
AORMA Committee Alternates Vote Only When Committee Members are Absent				
Pat Worley - Alternate	X			
Kurt Borsting - Alternate	X			

**C2. Approval of Minutes – September 11, 2013 and September 12, 2013**

A motion was made to approve the minutes from the September 11, 2013 and September 12, 2013 meetings.

**MOTION: Leslie Davis**

**SECOND: Guy Dalpe**

**MOTION CARRIED**

NAME	AYE	ABSTAIN	NAY	ABSENT
Dwayne Brummett				X
Robert de Wit	X			
Brian Nowlin				X
Frank Mumford				X
Gigi Kiama	X			
Guy Dalpe	X			
Keith Kompsi	X			
Leslie Davis	X			
Melinda Coil	X			

Haleh Minakary	<b>X</b>			
<b>AORMA Committee Alternates Vote Only When Committee Members are Absent</b>				
Pat Worley - Alternate	<b>X</b>			
Kurt Borsting - Alternate	<b>X</b>			

**D. CLOSED SESSION**

Robert announced that there were no claims to discuss during closed session.

**E. STANDING COMMITTEE REPORTS**

**E1. Programs Committee Report**

Guy Dalpe provided a summary of the activities at the latest Programs Committee meeting on October 3, 2013. The committee reviewed the workers’ compensation payroll desk audit. Annually, staff performs “desk” payroll audits of twelve (12) Workers’ Compensation program members. As directed by the Program Committee, Staff will audit any member who has an experience modification factor in excess of 1.00 (unless they were audited the previous year), any member with an experience modification factor in excess of 1.25 (even if they were audited the previous year) and a random selection of members. Guy stated there was nothing in the desk audit that would indicate that a member had not allocated its payroll to the correct classification code.

Kurt Borsting mentioned that the committee also talked about the rates for the AORMA workers’ compensation six class codes. Mimi stated that according to the actuary, AORMA does not currently have enough losses in any one AORMA class code to make the rates stable. The six AORMA class codes are a combination of between two and five WCIRB rates. Every year the actuary reviews losses within each of AORMA’s six class codes and provides an estimated rate for that class code. Because AORMA members have relatively few losses within each class code one bad year, or good year, can completely skew the rate for that class code. The WCIRB rates, on the other hand, include losses from all California insureds and therefore are very stable. Mimi suggested using one of the WCIRB rates within each of the AORMA class codes rather than the current AORMA/WCIRB combined rate. The workers’ compensation program includes an experience modification factor which serves to modify a member’s premium based on its own loss experience. A workers’ compensation rate is basically, the statewide average claim cost for that activity. If the member has more losses than what was expected, then its experience modification factor will increase. If losses are lower than what was expected, the experience modification factor will decrease. If all AORMA members are using the same WCIRB rates at the start of the policy term, any payroll reporting discrepancies will be accounted for at the end of the policy term within the new experience modification factor. The committee will review and approve the FY 14/15 workers’ compensation rates at its next meeting in December.

The Programs Committee also reviewed the actuarial studies for the liability and workers' compensation programs and the dividends declared by the AORMA Committee. The Programs Committee approved the FY 14/15 minimum EPL deductibles and is recommending approval of the revisions to Policy and Procedure L-7, which will be reviewed today by the AORMA Committee. The Programs Committee also reviewed new Policy and Procedures P-1 and C-1 which describe in detail how the property and crime member allocations are calculated. The Programs Committee did recommend some revisions which the AORMA Committee will review today.

The Programs Committee approved coverage for the Auxiliaries Multiple Employer VEBA Trust as a separate named insured on AORMA's liability memorandum of coverage. Because the Trust did not technically fit within the criteria of Policy and Procedure L-5, which allows an auxiliary to extend coverage to a related entity, the Programs Committee approved coverage for the Trust as a separate named insured, similar to AOA. The Programs Committee reviewed Policy and Procedure L-5. The policy and procedure requires that the member exercise substantial control over all events, activities and operations and that it holds substantial financial control over the entity. The Board of Trustees of the Trust does comply with this requirement; however, since the Trust is comprised of several AORMA members rather than just one (who could extended its liability coverage), the Programs Committee decided that the Trust didn't completely fit within the criteria of Policy and Procedure L-5. Staff suggested that the Trust be added to the liability program as a separate named insured.

The AORMA Committee directed staff to either amend Policy and Procedure L-5 to specifically add the Trust, similar to how AOA is added, or amend the AORMA liability memorandum of coverage to extend coverage to the Trust. Two other committee members mentioned that they have health and welfare plans that should be added to the liability programs as well. Staff was directed to find out how many other members have health and welfare trusts.

## **E2. Member Services, Loss Control and Training Committee Report**

The MSLCTC has not meet since the last AORMA Committee meeting in September, therefore, a report of activities was not provided.

## **E3. AOA Executive Committee Report**

The AOA Executive Committee has not meet since the last AORMA Committee meeting in September, therefore, a report of activities was not provided.

## **F1. AORMA's Long Range Action Plan for FY 13/14**

Mimi summarized the items that are now on the AORMA Long Range Action Plan for FY 13/14.

The following actions/responsibilities have been assigned to the Programs Committee to oversee, coordinate and take action on:

- Review the workers' compensation program rates (this is a new item which was added based on the actuary's comments regarding the instability of AORMA's workers' compensation rates)
- Finalize the crime and property program member allocation formulas for FY 14/15
- Review the liability program member allocation formula for FY 15/16

The following actions/responsibilities have been assigned to the Members Services Loss Control Training Committee to oversee, coordinate and take action on:

- Finalize the risk reduction grant program criteria and qualifications
- Create an AORMA smartphone application
- Design a Shoes for Crews AORMA program
- Design an Insurance Requirements for Sponsored Programs / Grants and Contracts
- Evaluate the on-line safety training option through SkillSoft / LawRoom
- Finalize the Praesidium contract

Mimi explained that Staff will be working with the MSLCTC to finalize the recommended services to be provided by Praesidium for prevention and management of child sexual abuse in higher education. Praesidium proposed the development of a customized online self assessment tool that will allow the campus or auxiliary youth programs to identify their exposures to loss and to obtain resources to fix the identified loss exposures. Along with the self assessment tool, Praesidium will provide a one-hour consultation with every program completing the self assessment.

Staff asked a few members with youth programs to view the self assessment tool via a webinar and provide feedback for the committee's consideration. The participants provided the following comments:

1. The service would be potentially beneficial to some auxiliary organization programs.
2. It appears to be a very thorough self-assessment tool.
3. The focus of the assessment is very narrow and may not be the most cost effective tool for assessing risk.
4. In order to effectively utilize the self-assessment tool, each program manager would have to commit significant time and resources, which may not be realistic for all programs.
5. One program manager from each campus could complete the self-assessment for each type of program (i.e., day care, summer camps, outreach programs, etc.), and then finalize the new policy and procedure to be shared with the other program directors.

The AORMA Committee will review a revised Praesidium contract at its meeting on December 5<sup>th</sup>. Some committee members felt that it may be difficult the get all of the program directors to put in the time necessary to complete the on-line self-assessment. They also felt that some sort

of training would be essential in order to put into effect the youth program’s policies and procedures.

- Discuss the idea of an HR / Payroll Audit

Dennis Miller, from Cal Poly Pomona Foundation, suggested adding this item. The committee members were not in complete support of the HR / Payroll Audit but agreed to keep it on the LRP as a discussion item within the MSLCTC.

Along with overseeing the actions noted above, the AORMA Committee will coordinate the following activity:

- Review all AORMA workers’ compensation policies and procedures

A motion was made to approve the AORMA Long Range Action Plan for FY 13/14.

**MOTION: Kurt Borsting**

**SECOND: Guy Dalpe**

**MOTION CARRIED**

NAME	AYE	ABSTAIN	NAY	ABSENT
Dwayne Brummett				<b>X</b>
Robert de Wit	<b>X</b>			
Brian Nowlin				<b>X</b>
Frank Mumford	<b>X</b>			
Gigi Kiama	<b>X</b>			
Guy Dalpe	<b>X</b>			
Keith Kompsi	<b>X</b>			
Leslie Davis	<b>X</b>			
Melinda Coil	<b>X</b>			
Haleh Minakary	<b>X</b>			
<b>AORMA Committee Alternates</b>				
<b>Vote Only When Committee Members are Absent</b>				
Pat Worley - Alternate	<b>X</b>			
Kurt Borsting - Alternate	<b>X</b>			

**F2. AORMA Committee Vice-Chair Election**

The Committee Members voted and unanimously elected Frank Mumford as the AORMA Vice-Chair effective July 1, 2014.

**F3. Discussion and Approval of AOA Conference Free Registrations**

As a Platinum Business Partner, CSURMA AORMA will be donating \$20,000 to support the 2014 AoA Conference. Because of this donation, CSURMA AORMA will receive seven free 2014 AoA Conference registrations. The AORMA Committee is being asked to decide who should receive these free registrations.

A motion was made to give the free registrations to Zach Gifford, Robert Eaton, and the four AORMA Officers and the one remaining free registration will be given away during the AORMA Breakfast Presentation to be used for the 2015 AOA Conference.

**MOTION: Frank Mumford**  
**SECOND: Guy Dalpe**

**MOTION CARRIED**

NAME	AYE	ABSTAIN	NAY	ABSENT
Dwayne Brummett				X
Robert de Wit	X			
Brian Nowlin				X
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe	X			
Keith Kompsi	X			
Leslie Davis	X			
Melinda Coil	X			
Haleh Minakary	X			
<b>AORMA Committee Alternates</b>				
<b>Vote Only When Committee Members are Absent</b>				
Pat Worley - Alternate	X			
Kurt Borsting - Alternate		X		

**F4. Policy and Procedure A-5 – Calendar of Reports, Audits, Filings and Reviews**

Mimi explained that Policy and Procedure A-5 has been amended to include the requirement that AORMA will review all of its policies and procedures at least every two years. The following section has been added to Policy and Procedure A-5:

Policy and Procedure Review Schedule:

1. Every year during the annual AORMA Committee Long Range Planning meeting, the AORMA Policy and Procedure Review Schedule will be evaluated and approved.
2. In the absence of other reasons to review a policy and procedure more frequently, all policies and procedures will be reviewed at least every two years.

A motion was made to approve the revisions to Policy and Procedure A-5 – Calendar of Reports, Audits, Filing and Reviews.

**MOTION: Frank Mumford**  
**SECOND: Leslie Davis**

**MOTION CARRIED**

NAME	AYE	ABSTAIN	NAY	ABSENT
Dwayne Brummett				<b>X</b>
Robert de Wit	<b>X</b>			
Brian Nowlin				<b>X</b>
Frank Mumford	<b>X</b>			
Gigi Kiama	<b>X</b>			
Guy Dalpe	<b>X</b>			
Keith Kompsi	<b>X</b>			
Leslie Davis	<b>X</b>			
Melinda Coil	<b>X</b>			
Haleh Minakary	<b>X</b>			
<b>AORMA Committee Alternates</b>				
<b>Vote Only When Committee Members are Absent</b>				
Pat Worley - Alternate	<b>X</b>			
Kurt Borsting - Alternate	<b>X</b>			

**F5. Policy and Procedure L-7 – Employment Practices Liability (EPL) Deductible Options**

Based on the discussions at the September, 2013 AORMA Committee meeting, in order to assist members in budget forecasting, Policy and Procedure L-7 was revised to limit the annual EPL deductible to one level increase per year. The revised EPL deductible provision will apply retroactively to the FY 13/14 deductible increases as well. The major change to the policy and procedure is note below.

- Level 1** Paid losses of \$75,000 or less .....\$25,000 deductible
- Level 2** Paid losses of \$75,001 to \$175,000 .....\$50,000 deductible
- Level 3** Paid losses of \$175,001 to \$275,000 .....\$75,000 deductible
- Level 4** Paid losses in excess of \$275,001 .....\$100,000 deductible

Annually, based on the formula above, the JPA Program Administrator will determine the minimum EPL deductible for each Member. *To assist Members in budget forecasting, the minimum EPL deductible will be limited to one EPL deductible level increase per year, regardless of the minimum EPL deductible calculated based on the schedule above.*

Mimi explained that the Program Committee reviewed the minimum EPL deductible calculation and approved the FY 14/15 deductible amounts contingent upon the AORMA Committee approving the proposed changes to Policy and Procedure L-7. Keith Kompsi pointed out that the deductible calculation presented at the September, 2013 meeting included incorrect information. Mimi explained that the claims data was incorrect; it included claims information for ten years rather than five years. This has been corrected. A few deductible amounts were reduced.

A motion was made to approve the revisions to Policy and Procedure L-7 – Employment Practices Liability (EPL) Deductible Options.

**MOTION: Haleh Minakary**  
**SECOND: Frank Mumford**

The committee members suggested added additional “lock-in” language for those members who chose an EPL deductible higher than the minimum deductible. As an example, if a Member chooses a \$50,000 EPL deductible and the calculation results in a \$75,000 minimum EPL deductible. The requirement to maintain the \$50,000 EPL deductible for three years is the minimum EPL deductible amount the member must maintain, not the maximum EPL deductible; therefore the member’s EPL deductible would increase to \$75,000.

An amended motion was made to approve the revisions to Policy and Procedure L-7 – Employment Practices Liability (EPL) Deductible Options, and to add additional “lock-in” language for those members who choose an EPL deductible in excess of the minimum EPL deductible.

**MOTION: Haleh Minakary**  
**SECOND: Frank Mumford**

**MOTION CARRIED**

NAME	AYE	ABSTAIN	NAY	ABSENT
Dwayne Brummett				<b>X</b>
Robert de Wit	<b>X</b>			
Brian Nowlin				<b>X</b>
Frank Mumford	<b>X</b>			
Gigi Kiama	<b>X</b>			
Guy Dalpe	<b>X</b>			
Keith Kompsi	<b>X</b>			
Leslie Davis	<b>X</b>			
Melinda Coil	<b>X</b>			
Haleh Minakary	<b>X</b>			
<b>AORMA Committee Alternates</b>				
<b>Vote Only When Committee Members are Absent</b>				
Pat Worley - Alternate	<b>X</b>			

Kurt Borsting - Alternate	<b>X</b>			
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**F6. Policy and Procedure P-1 – Property Program Member Allocation Formula**

The committee members reviewed Policy and Procedure P-1. Mimi explained that the AORMA Committee approved the revised property program member allocation formula at its meeting in September, 2013. Policy and Procedure P-1 now documents in detail the property program member allocation formula. The Programs Committee reviewed Policy and Procedure P-1 at its meeting on October 3, 2013, and suggested that examples of the allocation formula be added to provide a better understanding of the calculation.

Frank Mumford asked about the basic rate. Which rate, the RP/BI or BPP, is the first rate to be determined? Because the calculation works off of the RP/BI rate, it was suggested that the last sentence of Definition 1 be removed, ~~“This rate will be 20% lower than the Personal Property Basic Rate.”~~

A motion was made to approve Policy and Procedure P-1 – Property Program Member Allocation Formula with the one deletion noted above.

**MOTION: Frank Mumford**

**SECOND: Guy Dalpe**

**MOTION CARRIED**

NAME	AYE	ABSTAIN	NAY	ABSENT
Dwayne Brummett				<b>X</b>
Robert de Wit	<b>X</b>			
Brian Nowlin				<b>X</b>
Frank Mumford	<b>X</b>			
Gigi Kiama	<b>X</b>			
Guy Dalpe	<b>X</b>			
Keith Kompsi	<b>X</b>			
Leslie Davis	<b>X</b>			
Melinda Coil	<b>X</b>			
Haleh Minakary	<b>X</b>			
<b>AORMA Committee Alternates</b>				
<b>Vote Only When Committee Members are Absent</b>				
Pat Worley - Alternate	<b>X</b>			
Kurt Borsting - Alternate	<b>X</b>			

Keith Kompsi thanked Guy Dalpe and the Program Committee for all of their work on the new property program member allocation formula and the newly created Policy and Procedure P-1.

**F7. Policy and Procedure C-1 – Crime Program Member Allocation Formula**

The committee members reviewed Policy and Procedure C-1. Mimi explained that the AORMA Committee approved the revised crime program member allocation formula at its meeting in September, 2013. Policy and Procedure C-1 now documents in detail the crime program member allocation formula. The Programs Committee reviewed Policy and Procedure C-1 at its meeting on October 3, 2013, and suggested that examples of the allocation formula be added to provide a better understanding of the calculation.

**MOTION: Frank Mumford**

**SECOND: Leslie Davis**

**MOTION CARRIED**

<b>NAME</b>	<b>AYE</b>	<b>ABSTAIN</b>	<b>NAY</b>	<b>ABSENT</b>
Dwayne Brummett				<b>X</b>
Robert de Wit	<b>X</b>			
Brian Nowlin				<b>X</b>
Frank Mumford	<b>X</b>			
Gigi Kiama	<b>X</b>			
Guy Dalpe	<b>X</b>			
Keith Kompsi	<b>X</b>			
Leslie Davis	<b>X</b>			
Melinda Coil	<b>X</b>			
Haleh Minakary	<b>X</b>			
<b>AORMA Committee Alternates</b>				
<b>Vote Only When Committee Members are Absent</b>				
Pat Worley - Alternate	<b>X</b>			
Kurt Borsting - Alternate	<b>X</b>			

**G. INFORMATION ITEMS**

The next AORMA Committee meeting is scheduled for December 5, 2013. Because there are only a few open items that need to be discussed, the committee members agreed to have a teleconference meeting rather than an in-person meeting.

The information items were presented for review. There was no discussion regarding these items.

- G1. CSURMA AORMA 2014 Meeting Calendar**
- G2. CSURMA AORMA Service Calendar**
- G3. CSURMA AORMA Program Administrator’s Contact Lists**
- G4. AORMA’s Travel Reimbursement Policy**
- G5. AORMA Committee Member – Effective 7/01/13**

**F. ADJOURNMENT**

The meeting was adjourned at 11:39 AM.

## **PROGRAMS COMMITTEE REPORT**

**ISSUE:** The Programs Committee has not meet since the last AORMA Committee meeting and therefore an additional report is not necessary.

**RECOMMENDATION:** This is an information item only; no action is required.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):** None.

**MEMBER SERVICES, LOSS CONTROL AND TRAINING  
COMMITTEE REPORT**

**ISSUE:** The Committee Members will hear a verbal report on recent activities.

**RECOMMENDATION:** This item is for information only; no action is required.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATIONS:** None.

**ATTACHMENT(S):**

- a. Agenda table of contents from Member Services, Loss Control and Training Committee meeting on November 18, 2013.



California State University Risk Management Authority  
Auxiliary Organizations Risk Management Alliance

**CSURMA AORMA**  
**Member Services, Loss Control and Training Committee Agenda**  
**“This is an Open Public Meeting”**

**Meeting Date:** November 18, 2013  
**Time:** 11:00 AM (Teleconference)

**Location:** Alliant Insurance Services, Inc.  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111

**Legend:** **A** Action Item  
**I** Information Only

*In accordance with the requirements of the Bagley-Keene Open Meeting Act, notice of this meeting must be posted in a publicly accessible place, including the internet, at least ten days in advance of the meeting. This meeting agenda shall be posted at the address of the teleconference location with access for the public via phone/speaker phone.*

1. Dwayne Brummett: Associated Students, Inc., Cal Poly San Luis Obispo, Univ. Union Bldg. 65, Rm. 212, San Luis Obispo
2. Kristin Kelly: Student Union of San Jose State University, 290 South 7th Street, San Jose
3. Arnecia Bryant: Loker University Student Union, 1000 East Victoria St., Carson
4. Dennis Miller, Cal Poly Pomona Foundation, 3801 West Temple Ave., #55, Pomona
5. Raven Tyson, Associated Students of San Diego State University, 5500 Campanile Drive, San Diego
6. Melina Coil, SDSU Research Foundation, 5250 Campanile Drive, San Diego
7. Debbie Adishian-Astone, CSU Fresno Association, 2271 East Shaw Avenue, Fresno

**A. CALL TO ORDER**

**B. PUBLIC COMMENTS**

**C. GENERAL ADMINISTRATION**

- |   |          |             |
|---|----------|-------------|
| <b>1. Approval of the Agenda</b>  | <b>A</b> | <b>p.3</b>  |
| <i>The Committee will be asked to approve the agenda for today’s meeting</i>  |          |             |
| <b>2. Approval of Minutes – August 26, 2013</b>   | <b>A</b> | <b>p.4</b>  |
| <i>The Committee will be asked to approve the minutes from its last meeting</i>   |          |             |
| <b>3. FY 13/14 Long Range Action Plan for the MSLCTC</b>  | <b>A</b> | <b>p.16</b> |
| <i>The Committee will be asked to approve the FY 13/14 Long Range Action Plan</i>   |          |             |
| <b>4. 2014 MSLCTC Meeting Dates</b>   | <b>A</b> | <b>p.23</b> |
| <i>The Committee will be asked to approve the meeting dates in 2014</i>   |          |             |
| <b>5. MSLCTC Budget for FY 13/14</b>  | <b>I</b> | <b>p.26</b> |
| <i>The Committee will be asked to review the FY MSLCTC budget allocation and recommend how the budget expenses should be allocated for FY 14/15</i> |          |             |
| <b>6. Risk Reduction Matching Grant – Criteria and Qualifications</b>   | <b>A</b> | <b>p.40</b> |
| <i>The Committee will be asked to review Policy and Procedure A-6- Risk</i>   |          |             |

*Reduction Matching Grant Program and recommend revisions, as appropriate*

- |           |  |          |        |
|-----------|--|----------|--------|
| 7.        | <b>AORMA Smart Phone Application</b><br><i>The Committee will preview a draft version of the AORMA smart phone application</i>   | <b>I</b> | p.44   |
| 8.        | <b>Shoes for Crews Program</b><br><i>The Committee will be asked to discuss the formation of an AORMA Shoes for Crews Program</i>  | <b>A</b> | p. 45  |
| 9.        | <b>Praesidium – Prevention and Management of Child Sexual Abuse in Higher Education</b><br><i>The Committee will review the proposed contract with Praesidium for a self-assessment tool</i>                         | <b>A</b> | p. 80  |
| 10.       | <b>I-9 / E-Verify</b><br><i>The Committee will be asked to review the information provided by Employers Group for I-9 / E-Verify services through LawLogix</i>   | <b>I</b> | p. 100 |
| 11.       | <b>Workers’ Compensation Safety Program Award – Safety Superstar</b><br><i>The Committee will be asked to review the current Safety Superstar recognition process and direct staff to take action as appropriate</i> | <b>A</b> | p. 105 |
| <br>      |  |          |        |
| <b>D.</b> | <b>INFORMATION ITEMS</b>   |          |        |
| 1.        | <b>Alliant Loss Control – Utilization Report</b>   | <b>I</b> | p. 110 |
| 2.        | <b>TargetSolutions – Utilization Report</b>  | <b>I</b> | p. 112 |
| 3.        | <b>Employers Group – Utilization Report</b>  | <b>I</b> | p. 116 |
| 4.        | <b>CSURMA AORMA Loss Data Reports</b>  | <b>I</b> | p. 118 |
| 5.        | <b>AORMA Program Administrator – Contact List</b>  | <b>I</b> | p. 125 |
| 6.        | <b>AORMA Committee and Standing Committees - Roster</b>  | <b>I</b> | p. 137 |
| <br>      |  |          |        |
| <b>E.</b> | <b>ADJOURNMENT</b>   |          |        |

*The next meeting is scheduled for February 3, 2014 as a teleconference meeting.*

## **CSURMA EXECUTIVE COMMITTEE REPORT**

**ISSUE:** The AORMA Chair and AORMA Vice-Chair attend the CSURMA Executive Committee meetings. A verbal report will be provided at today's meeting of any AORMA relevant items.

**RECOMMENDATION:** This item is for information only; no action is requested.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. Agenda table of contents from CSURMA Executive Committee meeting on November 6, 2013.



**CSURMA EXECUTIVE COMMITTEE MEETING AGENDA**  
**“This is an Open Public Meeting”**

*In accordance with the requirements of the Bagley-Keene Open Meeting Act, notice of this meeting must be posted in publicly accessible places, including the Internet, at least ten (10) days in advance of the meeting.*

Meeting Date: November 6, 2013  
 Time: 1:00 PM

Primary Location: California Room I  
 Sacramento Doubletree  
 2001 Point West Way  
 Sacramento, CA 95815

Legend: **A** = Action  
**I** = Information  
**V** = Verbal  
**S** = Separate

- A. CALL TO ORDER**
- 1. **Approval of the Agenda** A p. 4
- B. PUBLIC COMMENTS**
- C. CONSENT CALENDAR** A  
*The Committee is asked to take action on the consent calendar items as a group, except that a member may request that an item be withdrawn from the Consent Calendar for discussion and action.*
- 1. **Approval of Minutes – September 12 & 13, 2013** p. 5  
*The Committee will be asked to approve the minutes from their last meeting.*
- 2. **Financial Information**
  - a. Receipt and Review of the Draft Financial Statements at September 30, 2013 p. 23
  - b. Treasurer’s Report p. 34
- D. GENERAL ADMINISTRATION**
- 1. **Trustee’s Audit Status Report** A p. 41  
*The Committee will receive an update on the status of the University Auditor’s report and may take action or provide direction to staff as necessary.*
- 2. **Appointment of Secretary Auditor** A p. 49  
*The Committee will be asked to consider appointment of a Secretary-Auditor.*
- 3. **Student Insurance Programs** A
  - a. **CSURMA Student Insurance Programs Coverage and Rating Task Group** p. 54  
*The Committee will receive an update on the Student Insurance Programs Coverage and Rating Task Group.*

<ul style="list-style-type: none"> <li>b. <b>Student Health Insurance Program</b></li> <li>c. <b>Approval of Student Travel Accident Policy Renewal</b></li> </ul>	<p><i>The Committee will receive a report on the Student Health Insurance Program and may take action or provide direction as necessary.</i></p> <p><i>The Committee is asked to approve the renewal of the CSU Student Travel Accident policy.</i></p>	<p>p. 55</p> <p>p. 56</p>
<ul style="list-style-type: none"> <li>4. <b>Campus Risk Pool Rating Plans Task Group</b></li> </ul>	<p><i>The Committee will be asked to appoint a rating plans task group to review the Campus Risk Pool rating plans.</i></p>	<p>A p. 58</p>
<ul style="list-style-type: none"> <li>5. <b>Adoption of Revised Policy and Procedure No. 20 Owner Controlled Insurance Program and Builder’s Risk Insurance Program</b></li> </ul>	<p><i>The Committee will be asked to review and adopt amendments to the policy and procedure.</i></p>	<p>A p. 60</p>
<ul style="list-style-type: none"> <li>6. <b>Schools Excess Liability Fund Excess Workers’ Compensation Program Assessment</b></li> </ul>	<p><i>The Committee will receive an update on the efforts to evaluate the causes of the assessment and possible strategies to reduce the cost.</i></p>	<p>A p. 69</p>
<ul style="list-style-type: none"> <li>7. <b>Foreign Travel Software</b></li> </ul>	<p><i>The Committee will receive a report on the Foreign Travel Software options and may take action to authorize implementation of recommended software.</i></p>	<p>A p. 84</p>
<ul style="list-style-type: none"> <li>8. <b>Executive Committee Nominations</b></li> </ul>	<p><i>The Committee will be asked to take action and to nominate Executive Committee candidates to the Board of Directors.</i></p>	<p>A p. 85</p>
<b>E. AUXILIARY ORGANIZATIONS INSURANCE PROGRAMS</b>		
<ul style="list-style-type: none"> <li>1. <b>AORMA Programs Update</b></li> </ul>	<p><i>The Committee will receive a verbal report on the AORMA programs.</i></p>	<p>I p. 87</p>
<ul style="list-style-type: none"> <li>2. <b>2014 AOA Annual Conference Update</b></li> </ul>	<p><i>The Committee will receive a report on the AOA Annual Conference.</i></p>	<p>I p. 90</p>
<ul style="list-style-type: none"> <li>F. <b>CLOSED SESSION Pursuant to Cal. Gov. Code Sec. 11126(e)(1), 11126(f)(1) &amp; 11126(a)(1);–</b></li> </ul>	<p><i>Action may be taken per Government Code Section 11126(e)(1), 11126(f)(1) and/or 11126(a)(1). The claims and matters listed below may be discussed. The Committee may take action or provide direction to Staff regarding the litigation discussed.</i></p>	<p>A</p>
<ul style="list-style-type: none"> <li>1. Sanchez-Graves v. CSU, Northridge</li> <li>2. Personnel Matters</li> </ul>		



California State University Risk Management Authority

**G. INFORMATION ITEMS**

- |    |  |          |        |
|----|--|----------|--------|
| 1. | <b>Review of FY 2013/2014 Long Range Planning Goals</b><br><i>The Committee will be asked to review and discuss the FY 2013/2014 Long Range planning items.</i>                            | <b>I</b> | p. 92  |
| 2. | <b>Update on Risk Management Practices Related to Service Animals and Skateboards on Campus</b><br><i>The Committee will hear a report on the status of this long range planning item.</i> | <b>I</b> | p. 97  |
| 3. | <b>Excess Liability Program Underwriter Meeting Report</b><br><i>The Committee will receive a report on recent meetings with CSURMA's excess liability underwriters.</i>                   | <b>I</b> | p. 100 |
| 4. | <b>CSURMA Administrative Service Calendar</b><br><i>The Committee will review the CSURMA Administrative Service Calendar.</i>  | <b>I</b> | p. 132 |
| 5. | <b>CSURMA Executive Committee &amp; Staff Contact List</b>   | <b>I</b> | p. 137 |

**H. ADJOURNMENT**

**A**

**TELECONFERENCE LOCATIONS**

CSU Chancellor's Office – 401 Golden Shore, Long Beach, CA

## **AOA EXECUTIVE COMMITTEE REPORT**

**ISSUE:** The AORMA Chair attends and reports to the AOA Executive Committee recent AORMA activities. Going forward, the AORMA Chair will provide a brief overview to the AORMA Committee as to the recent activities of the AOA Executive Committee. A verbal report will be provided at today's meeting.

**RECOMMENDATION:** This item is for information only; no action is requested.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):** None.

**POLICY AND PROCEDURE L-7 – EMPLOYMENT PRACTICES**  
**LIABILITY (EPL) DEDUCTIBLE OPTIONS**

**ISSUE:** Based on the discussions at the September, 2013 AORMA Committee meeting, Policy and Procedure L-7 was revised to limit the annual EPL deductible to one level increase per year. At its meeting on November 6, 2013, the AORMA Committee reviewed the revisions to Policy and Procedure L-7, and suggested adding language which reiterates that the EPL deductible calculated per Policy and Procedure L-7 is a minimum deductible. If the formula for determining the minimum EPL deductible results in a deductible level higher than the EPL deductible level elected by the Member, the Member’s EPL deductible will increase to the deductible level determined by the formula.

Section 3, of Policy and Procedure L-7, was amended to add the language in blue.

“Should a Member elect an EPL deductible in excess of the minimum EPL deductible, then that Member will be required to maintain the same EPL deductible for three full program years (July 1<sup>st</sup> to June 30<sup>th</sup>) before selecting a new EPL deductible. EPL deductibles can only be changed at the beginning of the coverage term – July 1<sup>st</sup> of each year. *If, however, the formula for determining the minimum EPL deductible results in a deductible level higher than the EPL deductible level elected by the Member, the Member’s EPL deductible will increase to the deductible level determined by the formula.* Because the election of higher EPL deductibles can only be changed once per every three full program years, CSURMA AORMA strongly recommends a review of prior years’ claims and consultation with the JPA Program Administrator before making any decisions regarding these higher EPL deductibles.”

**RECOMMENDATION:** Staff recommends that the Committee approve the revisions to Policy and Procedure L-7.

**FISCAL IMPACT:** The EPL deductible for two auxiliary organizations was capped in accordance with the policy and procedure revisions. Fresno Foundation, per the original calculation would have a \$75,000 EPL deductible; however, now because their deductible increase is limited to a one level increase, they will have for FY 14/15 a \$50,000 deductible. SDSU Research Foundation, per the original calculation would have a \$100,000 EPL deductible; however, in accordance with the policy and procedure revisions their FY 13/14 EPL deductible will decrease to \$50,000 and their FY 14/15 EPL deductible will be \$75,000.

**BACKGROUND:** The Programs Committee approved the FY 14/15 member EPL deductible calculation at its last meeting on October 3, 2013.

**PUBLICATION:** The revised policy and procedure will be posted on the CSURMA website. It will also be sent to those members whose EPL deductible is affected by this policy and procedure.

**ATTACHMENT(S):**

- a. Policy and Procedure L-7



**CSURMA AORMA**

**POLICY AND PROCEDURE NO. L-7**

**SUBJECT: EMPLOYMENT PRACTICES LIABILITY  
DEDUCTIBLE (EPL) OPTIONS**

**ADOPTED: MAY 12, 2011**

**AMENDED: JULY 1, 2011  
DECEMBER 6, 2012  
DECEMBER 5, 2013**

**POLICY:**

1. It is the policy of CSURMA AORMA that annually a minimum ~~suggested~~-EPL deductible will be determined for each Member. The formula for determining the minimum ~~suggested EPL~~ deductible is based on number and cost of EPL claims paid, at June 30, for the last five fiscal years. If a Member has more than one EPL claim payment within the last five fiscal years, then the total amount paid within those five years for all claims exceeding \$25,000 will be applied to the following schedule:

<u>Level 1</u>	Paid losses of \$75,000 or less .....	\$25,000 deductible
<u>Level 2</u>	Paid losses of \$75,001 to \$175,000 .....	\$50,000 deductible
<u>Level 3</u>	Paid losses of \$175,001 to \$275,000 .....	\$75,000 deductible
<u>Level 4</u>	Paid losses in excess of \$275,001 .....	\$100,000 deductible

Annually, based on the formula above, the JPA Program Administrator will determine the minimum ~~suggested-EPL~~ deductible for each Member. To assist Members in budget forecasting, the minimum EPL deductible will be limited to one EPL deductible level increase per year, regardless of the minimum EPL deductible calculated based on the schedule above.

The Programs Committee will review and ~~approve-determine~~ each Member’s minimum EPL deductible for the upcoming fiscal year.

2. Each Member will have the option of ~~choosing-electing an~~ EPL deductible in excess of the minimum deductible.

3. Should a Member ~~choose-elect an~~ EPL deductible in excess of the minimum EPL deductible, then that Member will be required to maintain the same EPL deductible for three full program years (July 1<sup>st</sup> to June 30<sup>th</sup>) before selecting a new EPL deductible. EPL Deductibles can only be changed at the beginning of the coverage term – July 1<sup>st</sup> of each year. If, however, the formula for determining the minimum EPL deductible results in a deductible level higher than the EPL deductible level elected by the Member, the Member’s EPL deductible will increase to the deductible level determined by the formula. When selecting a deductible higher than the minimum approved deductible, the Member should consider the additional exposure of the higher deductible in comparison to the savings in premium. In addition, because these the election of higher EPL deductibles can only be

changed once per every three full program years, CSURMA AORMA strongly recommends a review of prior years' claims and consultation with the JPA Program Administrator before making any decisions regarding these higher [EPL](#) deductibles.

4. As outlined in Policy and Procedure L-1, Claims Reporting, it is the policy of CSURMA AORMA that written notice of any claim within the AORMA Liability Coverage Program be given to the Third Party Claims Administrator as soon as practicable. Failure to report a claim is cause for a reduction in or denial of coverage by AORMA.

**PROCEDURE:**

1. Annually, based on the formula above, the JPA Program Administrator will determine the minimum ~~suggested~~ [EPL](#) deductible for each Member.
2. The Programs Committee will approve each Member's minimum [EPL](#) deductible.
3. The JPA Program Administrator will provide the Members with the costs for each of the different [EPL](#) deductibles options.
4. If the Member chooses an [EPL](#) deductible higher than the minimum [EPL](#) deductible as approved by the Programs Committee for that Member, then the Member will be required to sign the attached Consent to Change Employment Practices Liability Deductible letter.
5. A Member may appeal its minimum [EPL](#) deductible to the AORMA Committee in writing prior to the commencement of the coverage year, and the AORMA Committee will make a final decision.



**Consent to Change Employment Practices Liability Deductible**

I am authorizing CSURMA AORMA to increase the Employment Practices Liability deductible within the CSURMA AORMA Liability Coverage Program for this Auxiliary Organization effective \_\_\_\_\_.

I understand that I must maintain this same deductible for three full program years (July 1<sup>st</sup> to June 30<sup>th</sup>) before selecting a new deductible. I am also aware that the following coverage provisions apply to all Employment Practices Liability claims regardless of the probable size of the claim. The Auxiliary Organization's or the Covered Party's failure to comply with any of these provisions will cause a reduction in, or denial of, coverage by CSURMA AORMA.

**CLAIMS REPORTING PROVISIONS**

If a Auxiliary Organization or Covered Party becomes aware of an event, occurrence or offense, which **may** result in a claim, suit or proceeding, the event must be reported to the Third Party Claims Administrator (TPA) as soon as practicable. If the event is not reported to the TPA within the timeframe set below; the following late reporting penalties shall apply;

**LATE REPORTING PENALTIES**

1. If an **occurrence**, offense, claim or suit is reported 1-6 months late as determined by the TPA, a 25% reduction of coverage will apply;
2. If an **occurrence**, offense, claim or suit is reported 7-12 months late as determined by the TPA, a 50% reduction of coverage will apply; or
3. If an **occurrence**, offense, claim or suit is reported more than 12 months late as determined by the TPA, no recovery will be available to the **Member** or other involved **Covered Party**.

**DEFENSE COVERAGE PROVISIONS**

If an Auxiliary Organization or Covered Party becomes aware of an event, occurrence or offense, which **may** result in a claim, suit or proceeding, CSURMA AORMA will reimburse any costs incurred by the Auxiliary Organization or Covered Party to defend the covered claim **but only if** the event is reported to the TPA within thirty (30) days of becoming aware of the event. CSURMA AORMA will not, however, reimburse any costs incurred more than thirty (30) days prior to notification to the TPA.

**CLAIMS SETTLEMENT PROVISIONS**

An Auxiliary Organization or Covered Party will not be reimbursed by CSURMA AORMA if the Auxiliary Organization or Covered Party settles a claim without prior written authorization of the Liability Claims Administrator.

I have read the above coverage provisions and I have a thorough understanding of my claims reporting obligations within the CSURMA AORMA Liability Program and consent to a change in my Employment Practices Liability deductible to:

\$50,000 /  \$75,000 /  \$100,000

\_\_\_\_\_  
Auxiliary Organization

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **LIABILITY PROGRAM – MEMORANDUM OF COVERAGE**

**ISSUE:** At its meeting on October 3, 2013, the Programs Committee approved the addition of the Auxiliaries Multiple Employer VEBA Trust to the AORMA Liability Program. The AORMA Committee discussed this extension of coverage at its last meeting on November 6<sup>th</sup>, and directed staff to set up a procedure that formally recognized the VEBA Trust as an insured. During the meeting, two committee members mentioned that their auxiliary organizations have also formed similar health and welfare trusts.

In response, Staff is proposing that the AORMA Liability Program Memorandum of Coverage be modified to include “blanket” coverage for any employee pension or welfare benefit trust. By adding this blanket coverage, these types of trusts will not need to be separately underwritten or approved in order for coverage to apply.

The Liability Program Memorandum of Coverage was amended to include as a “Covered Party” the following:

“Any employee pension benefits or employee welfare benefits trust, formed under U.S. Internal Revenue Code Section 501(c)(9), in which a Member participates, provided the trust only serves auxiliary organizations who are Members.

The Board of Trustees of the employee pension benefits or employee welfare benefits trust are covered parties, when acting solely within the scope of their duties, office, or employment for the trust.

Coverage provided by this Memorandum with respect to covered trusts will not extend to any third party service provider to the covered trust.”

The fiduciary liability endorsement within the Liability Program Memorandum of Coverage was also amended to expand the definition of Trust as follows:

Trust(s) means charitable remainder trusts, charitable lead trusts, pooled income funds, or any combination thereof, [or any employee pension benefits or employee welfare benefits trust, formed under U.S. Internal Revenue Code Section 501\(c\)\(9\), in which a Member participates, provided the trust only serves auxiliary organizations who are Members.](#)

A few additional changes were made to the fiduciary liability endorsement so that the primary and excess fiduciary liability coverage utilize the same language.

**RECOMMENDATION:** Staff recommends that the Committee approve the proposed changes to the current Liability Program Memorandum of Coverage as presented.

**FISCAL IMPACT:** None.

**BACKGROUND:** At its October 3<sup>rd</sup> meeting, the Programs Committee approved coverage for the Auxiliaries Multiple Employer VEBA Trust as a separate named insured on AORMA's liability memorandum of coverage. Because the Trust did not technically fit within the criteria of Policy and Procedure L-5, which allows an auxiliary to extend coverage to a related entity, the Programs Committee approved coverage for the Trust as a separate named insured, similar to AOA. The Programs Committee reviewed Policy and Procedure L-5. The policy and procedure requires that the member exercise substantial control over all events, activities and operations and that it holds substantial financial control over the entity. The Board of Trustees of the Trust does comply with this requirement; however, since the Trust is comprised of several AORMA members rather than just one (who could extend its liability coverage), the Programs Committee decided that the Trust didn't completely fit within the criteria of Policy and Procedure L-5. Staff suggested that the Trust be added to the liability program as a separate named insured.

The committee discussed possible claims against the Trust and what effect they would have on AORMA's self-insured layer. The Trust currently purchases a stand-alone fiduciary liability policy with a \$1,000,000 limit and a \$1,000 deductible. If AORMA's liability program (including fiduciary liability) is extended to cover the Trust, AORMA's self-insured layer would respond first to any claim against the Trust. As the Trust is an investment vehicle for retiree health and welfare benefits, it is conceivable that a claim could be made against the Trust for not adhering to the Trust's investment policy. Depending on the circumstances of the claim, AORMA would at a minimum owe a defense to the Trust. The committee also discussed the fact that the Trust is essentially a pass-through; and therefore, the fiduciary responsibility of the employer (the AORMA member) still may reside with the AORMA member rather than the Trust.

The AORMA Committee directed staff to either amend Policy and Procedure L-5 to specifically add the Trust, similar to how AOA is added, or amend the AORMA Liability Memorandum of Coverage to extend coverage to the Trust. Other committee members mentioned that they have health and welfare trust that should be added to the liability program as well. Staff was directed to find out how many other members have health and welfare trusts.

**PUBLICATION:** The revised Liability Program Memorandum of Coverage will be posted on the CSURMA website.

**ATTACHMENT(S):**

- a. Revised Liability Program Memorandum of Coverage
- b. List of Member Pension, Health and Welfare Plans and Trusts



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY  
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE  
(CSURMA AORMA)  
LIABILITY PROGRAM  
MEMORANDUM OF COVERAGE**

Throughout this Memorandum, words and phrases that appear in **boldface** type have special meanings. They are defined in SECTION VI, **DEFINITIONS** and/or with respect to **Covered Parties** in Section IV - **Covered Parties**.

The California State University Risk Management Authority Auxiliary Organizations Risk Management Alliance (hereinafter called CSURMA AORMA) is an intergovernmental agency, risk sharing, joint powers authority, duly formed pursuant to California Government Code Sections 6500-6512, and other provisions of law.

This Memorandum of Coverage does not provide insurance, but instead provides for pooled-insurance. This Memorandum is a negotiated agreement among the **Members** of the CSURMA AORMA, and none of the parties to the Memorandum is entitled to rely on any contract interpretation principles which require interpretation of ambiguous language against the drafter of such agreement. This Memorandum shall be applied according to the principles of contract law, giving full effect to the intent of the **Members** of the CSURMA AORMA.

In consideration of payment of the contribution and subject to the limit of liability set forth in the Declarations and other terms of this Memorandum, as follows:

**SECTION I - COVERAGES**

Subject to the **Member's retained limit**, the CSURMA AORMA agrees:

To pay on behalf of any **Covered Party** those sums for **ultimate net loss** which the **Covered Party** shall become obligated to pay as **damages**, by reason of liability imposed by law, because of **bodily injury, property damage, errors and omissions, unfair employment practices liability, and personal injury**, to which this Memorandum applies, caused by an **occurrence**.

**SECTION II - DEFENSE AND SETTLEMENT**

CSURMA AORMA shall assume charge of the control, negotiation, investigation, settlement, defense or appeal of any claims made, or suits brought, or proceedings instituted against the **Covered Party**, which in the opinion of the CSURMA AORMA is or may be covered by CSURMA AORMA under the terms of this Memorandum.

In accordance with the CSURMA AORMA Legal Counsel Selection Memorandum and Procedure, CSURMA AORMA shall appoint, through its' claims administrator, all legal counsel to represent the **Covered Parties** in defense of a covered claim. The **Covered Party** has the right to recommend legal counsel from the approved legal counsel list; however, CSURMA AORMA shall make the final selection of legal counsel. If the **Covered Party** disapproves of the selection as outlined in the CSURMA AORMA Legal Counsel Selection Memorandum and Procedure, the **Covered Party** may submit an appeal in writing.

In the event of an **occurrence** which involves more than one **Covered Party**, all **Covered Parties** involved agree to joint legal representation as selected by CSURMA AORMA.

The **Covered Party** may select and engage, at its own expense, monitoring counsel in addition to the legal counsel selected and engaged by CSURMA AORMA. However, legal counsel selected by CSURMA AORMA shall manage and control the litigation.

If there is a conflict of interest between CSURMA AORMA and a **Covered Party** which would be considered a “conflict of interest” between an insured and its insurer within the meaning of California Civil Code Section 2860, the **Covered Party** has the same rights to select and engage independent counsel as would an insured under Section 2860. CSURMA AORMA has all of the rights reserved to an insurer under Section 2860.

The **Covered Party** shall fully cooperate with the CSURMA AORMA in all matters pertaining to such claim, suit or proceeding. CSURMA AORMA shall have the right to settle any claim that in the CSURMA AORMA’s sole opinion may create indemnification obligations for the CSURMA AORMA under this Memorandum.

No claim, suit or proceeding shall be settled, whether by out of court settlement, stipulated judgment or otherwise, by a **Covered Party** wherein the **ultimate net loss** exceeds the **retained limit**, without the prior written consent of the CSURMA AORMA.

### SECTION III - LIMITATIONS UPON CSURMA AORMA'S LIABILITY

Regardless of the number of (1) persons or entities covered under this document, or (2) persons or organizations who sustain injury or damage, or (3) claims made, proceedings or suits brought because of injury or damage, CSURMA AORMA’s liability for **damages** is limited as follows:

The CSURMA AORMA’s liability for **damages** shall only be for the **ultimate net loss** less the amount of the **Member’s Retained Limit** not to exceed the limit of coverage shown in Item 1 of the Declarations, as the result of any one **occurrence** or the amount shown in Item 4 because of all **occurrences** for any one **Member** during each **coverage period**.

However, in the event of an **occurrence**, which involves more than one CSURMA AORMA **Member**, only one **retained limit** and one limit of liability shall apply to such **occurrence**, irrespective of the number of CSURMA AORMA **Members** involved in that **occurrence**. Liability for the **retained limit** shall be apportioned among all of the involved **Members** according to the amounts of their respective **retained limits** under this Memorandum.

For the purpose of determining the CSURMA AORMA limit of liability and the **retained limit** of the **Member**, all **damages** arising out of continuous repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

This Memorandum applies to **occurrences**, which take place anywhere during the specified **coverage period** stated in the Declarations of this Memorandum. An **occurrence** with duration of more than one **coverage period** shall be treated as a single **occurrence** arising during the **coverage period** when the **occurrence** ends (which shall in no event be deemed later than the date on which the claimant files suit), and under no

circumstances shall the fact that said **occurrence** has a duration of more than one **coverage period** entitle a **Covered Party** to more than one limit of coverage.

With respect to liability for **damages** of the **Covered Party** arising from the conduct or activities of a third party, as between the **Member** and the CSURMA AORMA, the amount of the **Member's retained limit** as set forth in the Declarations of this Memorandum shall be satisfied in whole or in part (as applicable, depending on how much other coverage is available) by any insurance coverage of said third party/parties which is available and applicable to the liability for **damages** of the **Covered Party**. If such third-party insurance coverage exceeds the **Member's retained limit**, all of such third-party insurance coverage (whether written on a primary or an excess basis, or written as reinsurance) shall apply to the loss before the CSURMA AORMA's limits hereunder shall attach.

#### SECTION IV - COVERED PARTIES

The parties covered by this Memorandum are:

- A. The **Member** is a signatory to the CSURMA Joint Powers Authority and is named on the Declarations Page.
- B. The following individually and collectively are covered parties, when acting solely within the scope of their duties, office, or employment for the named **Member**:
  - 1. The governing board;
  - 2. Officers;
  - 3. **Employees**; and
  - 4. Authorized Individuals acting as volunteers.
- C. Any person while using an **owned automobile**, or **non-owned automobile**, or a **hired automobile** and any person or organization legally responsible for the use thereof, including garage operations, provided the actual use of the **automobile** is by or with permission of the named **Member**.

Coverage provided by this Memorandum with respect to any person or organization other than the named **Member** does not apply under this paragraph:

- 1. To any person or organization, or to any agent or **employee** thereof, engaged in selling, repairing, servicing, delivering, testing, road testing, parking or storing **automobiles**, with respect to any **occurrence** arising out of any such occupation, if there is other valid and collectible insurance available to such person as a named insured or as an agent or **employee** of the named insured under that other insurance Memorandum with limits at least equal to the requirements of the applicable Financial Responsibility Laws; or
  - 2. With respect to any **hired automobile**, to the owner, or a lessee thereof other than the **Member**, or to any agent or **employee** of such owner or lessee.
- D. **Additional Covered Party** as defined in Section VI A. of this Memorandum.

- E. Any employee pension benefits or employee welfare benefits trust, formed under U.S. Internal Revenue Code Section 501(c)(9), in which a **Member** participates, provided the trust only serves auxiliary organizations who are **Members**.

The board of trustees of the trust are covered parties, when acting solely within the scope of their duties, office, or employment for the trust.

Coverage provided by this Memorandum with respect to covered trusts will not extend to any third party service provider to the covered trust.

Fraternal organizations are not covered parties under this Memorandum of Coverage.

### SECTION V – EXCLUSIONS

The coverage provided by this Memorandum does not apply to any of the following:

- A. Aircraft

To any liability for **property damage** to (1) property owned by the **Member**, or (2) **aircraft** in the care, custody, or control of the **Member**, including **aircraft** over which the **Member** is exercising physical control.

- B. Asbestos

To any liability for **damages** arising, in whole or in part, out of actual or alleged, threatened or suspected, inhalation of, ingestion or, contact with, exposure to, existence or, or presence of asbestos; or

Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of asbestos by any **Covered Party** or by any other person or entity.

- C. Assault and Battery

To any liability for **damages** arising out of assaults and batteries, except for assault and battery committed or directed for the purpose of protecting persons or property or where same are not committed by or at the direction of the **Member**.

- D. Aviation Activities

To liability for **damages** arising out of the ownership, maintenance, loading or unloading, use or operation of any:

1. **Aircraft**
2. Airfields;
3. Runways;

4. Hangars; or
5. Buildings of other properties in connection with aviation activities.

This exclusion shall not apply, however, to those areas open to the public for the purpose of entering, leaving, or using the airport facilities (including parking lots and garages).

This exclusion shall not apply, however, to the maintenance and operations of permanently stationary **aircraft** used for instructional purposes only.

E. Contractual Obligations

1. To any liability for **damages** of non-tort causes of action related to breach of contract proceedings; or
2. To any liability for which the **Member** is obligated to pay **damages** by reason of assumption of liability in any contract or agreement. This exclusions does not apply to liability for **damages**:
  - a. Assumed in a contract or agreement that is an executed **Member** contract as that term is defined herein, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement: or
  - b. Liability for **damages** that the **Member** would have in the absence of the contract or agreement.

F. Electronic Communication

1. Arising out of electronic or other publication, transmission, dissemination or storage of material, if done by or at the direction of the **Member** with knowledge of its falsity;
2. Arising out of electronic or other publication, transmission, dissemination or storage of material whose first publication, transmission, dissemination or storage took place before the beginning of the policy period; or,
3. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Member**.

This exclusion does not apply to:

1. Personal injury arising from a **Member's** broadcasting activities; or,
2. Liability arising from the managerial, advisory, supervisory or controlling obligation of one **Covered Party** over the actions of another **Covered Party**.

G. Employment Benefit

To any obligation for which the **Member** may be held liable under any Workers' Compensation or disability benefits law or under any similar law, plan or agreement; except as provided within the Fiduciary Liability Coverage endorsement.

H. Employment Liability

To **bodily injury**, to any **employee** of the **Member** arising out of and in the course of his/her employment by any **Member**; but this exclusion does not apply to liability assumed by any **Member** under any written contract.

I. ERISA

To any obligation of the **Member** under the “Employment Retirement Income Security Act of 1974” and any law amendatory thereto or any similar federal, state or local statute; except as provided within the Fiduciary Liability Coverage endorsement.

J. Fiduciary Liability

To liability arising out of;

1. The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
2. Any representation made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
3. Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument;

Except as provided within the Fiduciary Liability Coverage endorsement.

K. Funds, Grants or Appropriations

To any liability for **damages** for either the actual or alleged use, misuse, mismanagement or loss of funds, grants, or appropriations, nor for the return of such funds, grants, or appropriations for any reason(s).

However, CSURMA AORMA will defend any action or suits brought against any **Covered Party** for the actual or alleged use, misuse, mismanagement or loss of funds, grants, or appropriations or for the return of such funds, grants or appropriations for such causes of action, unless their alleged conduct was outside the scope of employment, subject to the CSURMA AORMA SIR program sublimit of \$250,000 per **occurrence**.

L. Intentional Conduct

Any liability arising out of criminal, fraudulent, known false or dishonest acts or omissions committed by or at the direction of the **Covered Party**. CSURMA AORMA may at its sole discretion, agree to waive this exclusion in order to supply certain payments under Section II. Defense and Settlements if the judgment or final adjudication is adverse to the participating **Covered Party**, the **Covered Party** will reimburse CSURMA AORMA for all defense costs.

This exclusion does not apply to liability arising from the managerial, advisory, supervisory, or controlling obligations of any **Covered Party** over the actions of another **Covered Party**.

M. Lack of Occurrence

To injuries or **damages** which do not arise out of an **occurrence** as defined in this Memorandum.

N. Land Use

To any liability for **damages** arising from any claim, suit or proceeding arising from allegations related to land use, land planning or land development. However, CSURMA AORMA shall defend the **Covered Party** up to an amount not exceeding \$250,000 **ultimate net loss** for such liability.

This exclusion shall not apply, however, to any land use litigation where suits or claims for land use litigation are a result of negligence proven on the part of a **Covered Party**. Nothing herein shall act to increase the limit of liability.

O. Lead

Any loss or liability arising out of, or contributed to or caused by lead as described below:

1. **Bodily injury, property damage or personal injury** arising out of , resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
2. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts 1 or 2 above; or
4. Any obligation to share damages with or repay someone else who much pay damages in connection with parts 1, 2 or 3 above.

P. Medical Malpractice

Liability arising out of the operation of any hospital, clinic, or health care facility, owned or operated by any **Member** including individuals providing professional medical services (Professional Medical Services include anyone engaged in the practice of medicine and whose operations are not exempted elsewhere in this exclusion). This includes, but is not limited to:

1. The rendering or failure to render:
  - a. Medical, surgical, dental, x-ray or nursing services or treatment, or the furnishing of food or beverages in connection therewith;
  - b. Any service or treatment related to physical or mental health or of a professional nature; or
  - c. Any cosmetic or tonsorial service or treatment.
2. The furnishing of or dispensing of drugs or medical, dental or surgical supplies or appliances.

3. Experiments performed on human beings, clinical trials and/or medical trials.

This exclusion does not apply to any liability arising out of:

1. Ambulance operations, occupational physical examinations, student nursing programs, other student medical training programs, infirmaries, non-clinic nursing services or services of the **Member's employees** who are nurses, paramedics, emergency medical technicians, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, or physical therapists;
2. **Unfair employment practices** liability;
3. First Aid to any person;
4. Any medical services clinic that does not perform invasive surgery of any kind; or
5. Operations performed by coroners.

Q. Mold

Any **bodily injury, personal injury, advertising injury or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:

1. Any fungus(es) or spore(s);
2. Any solid, liquid, vapor, or gas produced by or arising out of any fungus(es) or spore(s);
3. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s);
4. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for fungus(es) or spore(s);
5. The actual or threatened abatement, mitigation, removal or disposal of fungus(es) or spore(s) or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s);
6. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs 1, 2, 3, 4 or 5 above; or

For the purpose of this exclusion fungus(es) includes, but is not limited to, any form or type of mold, mushroom or mildew and spore(s) include any reproductive body produced by or arising out of any fungus(es).

However, CSURMA AORMA will provide coverage up to an amount not exceeding \$600,000 each occurrence and each **Member**, subject to an \$850,000 aggregate limit, per **Member**.

R. Nuclear Material

To any liability for **damages** arising out of injury, sickness, disease, death or destruction:

1. With respect to which a **Member** is insured under a nuclear energy liability memorandum issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be a **Covered Party** under any such memorandum but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the hazardous properties of nuclear material and with respect to which:
  - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
  - b. The **Member** is, or had such coverage not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
3. Resulting from the hazardous properties of nuclear material, if:
  - a. The nuclear material is at any nuclear facility owned by, or operated by or on behalf of a **Member**, or has been discharged or dispersed therefrom;
  - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **Member**; or
  - c. The injury, sickness, disease, death or destruction arises out of the furnishing by a **Member** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this part c. applies only to injury to or destruction of property at such nuclear facility.

However, this Exclusion shall not apply to liability arising from the use of radioactive materials in instructional laboratories operated by the **Member** and/or research activities sponsored by the **Member**, but only to a sublimit of \$250,000 each **occurrence**.

S. Pollution

To any liability for **damages**, loss, cost or expense:

1. Arising out of, or that would not have occurred in whole or in part but for, the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** anywhere in the world;
2. Arising out of any claim, suit, governmental direction or request, demand or order, whether by or on behalf of a governmental direction that any **Covered Party** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollution or **pollutants**; or

3. Arising from the cost of investigation or attorney's fees, incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize, or in any way respond to **pollutants**.

However, this exclusion does not apply to liability arising out of:

- a. Water, whether recycled, reconditioned or reclaimed;
- b. Any discharge, dispersal, seepage, migration, release or escape directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism, or malicious mischief, riot and civil commotion, flood, collision, or upset of a motor vehicle, railroad vehicle, mobile equipment, automatic sprinkler leakage or **aircraft**;
- c. Any liability arising out of police use of mace, oleoresin capsicum (o.c.), pepper gas or tear gas;
- d. Any liability arising from weed abatement or spraying;
- e. The products hazard or the completed operations hazard; and
- f. Any discharge, dispersal, seepage, migration, release or escape of **pollutants** that meets all of the following conditions:
  - i. It was accidental and neither expected nor intended by the **Covered Party**. This condition would not serve to deny coverage for a specific incident where such discharge, dispersal, seepage, migration, release or escape of **pollutants** was a result of an attempt by any **Covered Party** to mitigate or avoid a situation where substantial third party **bodily injury**, **property damage** or **personal injury** could occur; and
  - ii. It was demonstrated as having commenced on a specific date during the **coverage period**; and
  - iii. Its commencement became known to any **Covered Party** within seven (7) calendar days and was further reported to the person responsible for risk management at the **Member** within a reasonable time frame; and
  - iv. Its commencement was reported in writing to CSURMA AORMA within forty (40) calendar days of becoming known to the person responsible for risk management for the **Member**; and
  - v. Reasonable effort was expended by the **Member** to terminate the situation as soon as conditions permitted.

However, nothing contained in this provision f., shall operate to provide any coverage with respect to:

- a. Any site or location principally used by any **Member**, or by others on the **Member's** behalf, for the handling, storage, disposal, dumping, processing, or treatment of waste material;
- b. Any fines or penalties;
- c. Any clean up costs ordered by the superfund program, or any federal, state or local governmental authority. However, this paragraph shall not serve to deny coverage for third party clean up costs otherwise covered by this exclusion simply because of the involvement of a governmental authority;
- d. Acid rain;
- e. Clean up, removal, containment, treatment, detoxification or neutralization of **pollutants** situated on premises the **Member** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **pollutants**; or
- f. Water pollution caused by oil or its derivatives.

T. Silica

Any loss or liability arising out of, or contributed to or caused by silica as described below:

1. Bodily injury, property damage or personal injury arising out of, resulting from, caused by, or contributed to by silica, exposure to silica or the use of silica;
2. Any damages or any loss, cost or expense arising out of any (1) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or (2) request, demand, order or statutory or regulatory requirement that any covered party or any other person or entity should be, or should be responsible for:
  - a. Assessing the presence, absence or amount or effects of silica;
  - b. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica; or
  - c. Responding to silica in any way other than as described in (a) or (b) above;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

U. Subsidence

To **property damage** arising out of subsidence for any reason.

V. War

Any loss or damage arising directly or indirectly, out of war, including undeclared civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

W. Watercraft

For liability for **damages** arising out of the ownership, maintenance, operation, use, entrustment to others, loading or unloading of any watercraft owned or operated by or rented or loaned by any **Member**, but this exclusion does not apply to:

1. Watercraft while ashore; or
2. Watercraft less than fifty (50) feet in length at the waterline.

X. Under Errors and Omissions Liability

1. **Bodily injury** or **property damage** or **unfair employment practices** or **personal injury** as defined in the Memorandum;
2. The refund of taxes, fees or assessments;
3. a. Liability of any **Member** arising in whole or in part, out of any **Covered Party** obtaining remuneration or financial gain to which the **Covered Party** was not legally entitled;
- b. Liability arising out of the willful violation of a penal statute, code or ordinance committed by or with the knowledge or consent of any **Member**; except that any act for which a **Covered Party** is responsible shall not be imputed to any other **Covered Party** for purposes of this subpart 3.

This exclusion does not apply to liability arising from the managerial, advisory, supervisory, or controlling obligations of any **Covered Party** over the action of another **Covered Party**;

4. Liability for any **Member** arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids;
5. Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof; or
6. Liability arising out of the failure to perform or breach of a contractual obligation.

Nothing contained in this exclusion shall limit the **Covered Party's** right of recovery, where applicable, under **bodily injury**, **property damage**, **unfair employment practices liability**, and **personal injury** coverages as provided in this Memorandum.

**SECTION VI – DEFINITIONS**

- A. **Additional Covered Party** means any person(s), entity(ies), or organization(s) to whom the **Member** is obligated by virtue of any written contract to provide coverage solely with respect to **bodily injury, property damage and personal injury** arising out of the **Member's** operations or premises owned by or rented to the **Member**; and

For which a certificate of coverage has been issued to such person(s), entity(ies) or organization(s) and is on file with CSURMA AORMA evidencing their status as an additional insured under this coverage.

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the **Members'** operations or occupation of the premises; or
2. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract of the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members' retained limit** shown in the Declarations. CSURMA AORMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

- B. **Aircraft** means a vehicle designed for the transport of persons or property principally in the air.
- C. **Automobile** or **Auto** shall mean a land motor vehicle, trailer, or semi-trailer, subject to motor vehicle registration, including any attached machinery or equipment and including Mobile Equipment.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- b. Cherry pickers and similar devices used to raise or lower workers;
  - 6. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- D. Bodily Injury** means bodily harm, sickness, disability or disease. **Bodily injury** shall also mean mental injury, mental anguish, humiliation, shock or death if directly resulting from **bodily injury**, sickness, disability or disease. **Bodily injury** shall include cause and loss of services resulting at any time from the **bodily injury** of any person or persons.
- E. Completed Operations Hazard** – includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Member. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
- 1. When all operations to be performed by or on behalf of the **Additional Covered Party** under the contract have been completed; or
  - 2. When all operations to be performed by or on behalf of the **Additional Covered Party** at the site of the operations have been completed; or
  - 3. When the portion of the work out of which the injury or **damages** arise has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations as a part of the same project.
- Operations with may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.
- The completed operations hazard** does not include liability arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
- F. Coverage Period** means the period beginning with the effective date shown in the Declarations and ending on the expiration date shown in the Declarations, unless terminated.
- G. Damages** mean compensation in money which a **Covered Party** is legally obligated to pay as a result of a claim. **Damages** include: (1) attorney fees not based on any contract awarded against the **Covered Party**, (2) interest on judgments, or (3) costs, for which the **Covered Party** is liable either by adjudication or by compromise with the prior, written consent of the CSURMA AORMA, if the fees, interest or costs arise from an **occurrence** to which this coverage applies.
- Damages** shall not include those sums determined to be owed by a **Covered Party** as contract **damages**, including, but not limited to retroactive or prospective benefits, or any **damages** determined to be owed for breach of an express contract of employment or under an express obligation to make payments in the event of termination of employment.

**Damages** shall not include sums paid pursuant to any judgment or agreement, whether injunctive or otherwise, to undertake actions to correct past discriminatory or unlawful conduct or to establish practices or procedures designed to eliminate or prevent future discriminatory or other unlawful conduct, or any non-monetary relief.

- H. Discrimination**, as respects **unfair employment practices**, means the actual or alleged failure to employ, failure to promote, or transfer, or the suspension, demotion or termination of, any **employee** because of race, color, creed, national origin, sex, sexual orientation or preference, religion, age, gender, disability or handicap or pregnancy.
- I. Employee**, as respects **unfair employment practices** and when appearing in boldface type in this Memorandum, means any present or former **employee** of the named **Member** or any applicant for employment by the named **Member**, including independent contractors and /or persons working on retainer, while acting for or on behalf of the named Member but only as respects unfair employment practices.
- J. Errors and Omissions** means any actual or alleged misstatement or misleading statement or act or omission or neglect or breach of duty including misfeasance, malfeasance or nonfeasance by any **Covered Party** individually or collectively in the discharge of their duties with the **Member**, or any matter claimed against them solely by reason of their being or having been public officials.
- K. Hired Automobile** shall mean an **automobile** used under contract on behalf of the **Member** provided such **automobile** is not owned in full or in part by or registered in the name of (1) the **Member**, or (2) any **Covered Party** who is granted an operating allowance of any sort for the use of such **automobile**.
- L. Member Contract** means:
  - 1. A contract for a lease of premises including but not limited to premises rented or loaned to you;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement;
  - 4. An obligation, as required by ordinance;
  - 5. An elevator maintenance agreement; or
  - 6. That part of any contract or agreement pertaining to the **Member's** business under which the **Member** assumes tort liability of another party to pay for **bodily injury, property damage or personal injury** to a third party or organization or **unfair employment practices**. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.

However, it does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer, or surveyor, his agents or “**employees**”, for injury or damage arising out of preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications or giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

- b. To any claim, judgment or agreement from any arbitration proceeding wherein CSURMA AORMA is not entitled to exercise with the **Covered Party**, the **Covered Party's** rights in the choice of arbitrators, and in the conduct of such proceedings.

**M. Non-Owned Automobile** shall mean an **automobile** not owned by or furnished for the regular use of the **Member**.

**N. Occurrence** means an accident or event, during the **coverage period** including continuous or repeated exposure to conditions, which result in injury or damage to which this coverage applies; provided, such injury or damage is neither expected nor intended from the standpoint of the **Member**.

With respect to **personal injury**, "**occurrence**" means an offense described in the definition of that term in this "Section VI - Definitions," that is committed during the **coverage period**.

With respect to **Errors & Omissions**, "**occurrence**" means an offense described in the definition of that term in this "Section - VI Definitions" that is committed during the **coverage period**, provided that the injury is neither expected nor intended from the standpoint of the **Member**.

**O. Owned Automobile** shall mean an **automobile** owned in full or in part by or registered in the name of the **Member**. **Automobile** furnished by the **Member** for driver education purposes shall be considered an **owned automobile**.

**P. Personal Injury** means:

1. False arrest, detention, or imprisonment or malicious prosecution;
2. Publication or utterance of libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right of privacy;
3. Wrongful entry or eviction or other invasion of the right of private occupancy;
4. **Discrimination** or violation of civil rights other than **unfair employment practices**, not intentionally committed by or at the direction of the **Member**;
5. Sexual harassment not intentionally committed by or at the direction of the **Member**; or
6. **Unfair Employment Practices**.

**Q. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**. **Waste** includes materials to be recycled, reconditioned or reclaimed. The term **pollutants** as used herein are not defined to mean potable water or agricultural water or water furnished to commercial users.

**R. Property Damage** means:

1. Physical injury to or destruction of tangible property which occurs during the **coverage period**, including the loss of use thereof at any time resulting there from; or

2. Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the **coverage period**.

**S. Retained Limit**, as contained in the Declarations of this Memorandum, means the amount of paid claim liability for **damages** covered by this Memorandum, for which the **Member** is responsible on a per **occurrence** basis, and which the **Member** actually pays in cash, after making proper deduction for all recoveries and salvages collectible. The **Member's retained limit** also includes defense fees and costs expended by the **Member** in defense of a claim to the extent that the claim is potentially covered under this Memorandum, and also includes court costs, allocated loss adjustment expenses and other associated costs and expenses, but does not include any salaries of the **Member's** regular **employees**, nor any defense fees or costs incurred in the defense of claims for which there was never any potential for coverage under this Memorandum.

**T. Ultimate Net Loss** as contained in the Declarations of this Memorandum, means the amount of paid claims liability for **damages** for which the **Covered Party** is liable, on a per **occurrence** basis, either by (1) adjudication, or (2) compromise with the prior written consent of the CSURMA AORMA, and which the **Member** actually pays in cash, after making proper deduction for all recoveries and salvages collectible. The **ultimate net loss** also includes defense fees and costs incurred by the **Member** in defense of the claim and also includes court costs, allocated loss adjustment expenses, and other associated costs and expenses, but does not include any salaries of the **Member's** regular **employees**. **Ultimate net loss** shall not include any **damages** recovered against a **Member** or defense expenses incurred because of liability that is not covered by this Memorandum.

**U. Unfair Employment Practices** means:

1. Any circumstance relating to a past, present or prospective **employee** of the **Member** (and the spouse, child, parent, brother or sister of that person as a consequence of **unfair employment practices** that person at whom any of the employment-related practices described below is directed) for or arising out of any actual or alleged wrongful dismissal, discharge, or termination either actual or constructive, of employment, employment related misrepresentation, retaliation, wrongful failure or refusal to employ or promote, wrongful deprivation of career opportunity or reassignment, wrongful discipline, failure to grant tenure or negligent **employee** evaluations; or
2. Sexual or workplace harassment or humiliation of any kind, including but not limited to, the alleged operation of a workplace harassing workplace environment, or
3. Actual or alleged negligence resulting in **damages** to a person that is a “whistle blower”, unlawful **discrimination**, whether direct, indirect, intentional or unintentional, or
4. Failure to provide adequate **employee** policies and procedures.

**Unfair employment practices** shall include actions brought under state, local, or federal law, whether common or statutory, and shall include, but not be limited to allegations of violations of the following federal laws, as amended, including regulations promulgated there under:

1. Americans with Disabilities Act of 1992 (ADA);
2. Civil Rights Act of 1991;

3. Age **Discrimination** in Employment Act of 1967 (ADEA), including the Older Workforce Benefit Protection Act of 1990;
4. Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy **Discrimination** Act of 1978;
5. Civil Rights Act of 1866, Section 1981; and
6. Fifth and Fourteenth Amendments of the U.S. Constitution.

V. The following definitions are applicable only to Exclusion I:

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear material means source material, special nuclear material or byproduct material;

Source material, special nuclear material and byproduct material have the meaning given in the Atomic Energy Act of 1954 or in any law amendatory thereof;

Spent fuel means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

**Waste** means any **waste** material, (a) containing a byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of **nuclear facility** under paragraph a. or b. thereof:

Nuclear Facility means:

- a. Any **nuclear reactor**;
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging **waste**;
- c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Member** at the premises where such equipment or device is located consists of or contains more than 25 grams plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- d. Any structure, basin, excavation site premises or place prepared or used for the storage or disposal of **waste** and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

**Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word injury or destruction includes all forms of radioactive contamination of property.

## SECTION VII – CONDITIONS

- A. Contribution Payment: The annual contribution payment shall be due and payable upon inception of coverage and each renewal thereafter. The amount of the annual contribution will be computed in accordance with CSURMA AORMA's rules and rates. CSURMA AORMA shall not be required to perform any obligations under this Memorandum if contributions are not paid.
- B. Termination: Coverage provided under this Memorandum, may be terminated by the CSURMA Board of Directors at any time in accordance with the JPA Agreement Section 23 Termination.
- C. Statutory Provisions: Terms of the Memorandum which are in conflict with the statutes of the State of California are amended to conform to such statutes.
- D. Other Coverage: If other valid and collectible coverage is available to the **Covered Party** for a covered claim, CSURMA AORMA's obligations are limited as follows:

1. Primary Coverage

This coverage is primary except when Paragraph 3 below applies. If this coverage is primary, CSURMA AORMA's obligations are not affected unless any of the other coverage is also primary. Then, CSURMA AORMA will share with all other coverage by the method described in Paragraph 3 below.

2. Excess Coverage:

- a. With respect to liability for **damages** of the **Covered Party** arising from the conduct or activities of a third party, as between the **Member** and the CSURMA AORMA, the amount of the **Member's retained limit** as set forth in the Declarations of this Memorandum shall be satisfied in whole or in part (as applicable, depending on how much other coverage is available) by any insurance coverage of said third party/parties which is available and applicable to the liability for **damages** of the **Covered Party**. If such third-party insurance coverage exceeds the **Member's retained limit**, all of such third-party insurance coverage (whether written on a primary or an excess basis, or written as reinsurance) shall apply to the loss before the CSURMA AORMA's limits hereunder shall attach.
- b. When this coverage is excess, CSURMA AORMA will have no duty to defend the **Covered Party** against any suit if any other coverage provider has a duty to defend the **Covered Party** against that suit. If no other coverage provider defends, CSURMA AORMA will undertake to do so, but CSURMA AORMA will be entitled to the **Covered Party's** rights against all those other coverage providers.
- c. CSURMA AORMA will share the remaining **ultimate net loss**, if any, with any other coverage that is not described in this provision and was not bought specifically to apply in excess of the limits of liability shown in the Declarations.

3. Method of Sharing:

- a. If all of the other coverage permits contribution by equal shares, CSURMA AORMA will also permit contribution by equal shares. Under this approach, each coverage provider contributes equal amounts until the applicable limit of liability has been paid or none of the **ultimate net loss** remains, whichever comes first; or
- b. If any of the other coverage providers does not permit contribution by equal shares, CSURMA AORMA will contribute by limits. Under this method, each coverage provider's share is based on the ratio of its applicable limit of liability to the total applicable limits of liability of all coverage providers.

E. Duties in the Event of an Accident, Occurrence, Offense, Claim, Suit or Proceeding: The following provisions and the provisions of the CSURMA AORMA Memorandum and Policy and Procedure on claims reporting and Claims Administration and Litigation Management are conditions precedent to coverage under this Memorandum. The **Covered Party's** failure to comply with any of these provisions will be cause for a reduction in or denial of coverage by CSURMA AORMA.

1. In the event of any **occurrence** or an offense which may result in a claim, suit or proceeding against a **Covered Party**, written notice (includes e-mail correspondence, fax transmissions and original hard copy notifications) shall be given by the **Member** to the Third Party Claims Administrator (TPA) as soon as practicable.
2. When the **Member** submits the first claim report, the following information shall be included, if available and applicable:
  - a. How, when and where the **occurrence** or offense took place;
  - b. The names and addresses of any injured persons and witnesses;
  - c. The nature and location of any injury or damage arising out of the **occurrence** or offense;
  - d. Incident reports;
  - e. Investigation reports;
  - f. Police reports;
  - g. Claim notices and **Member** and any other involved **Covered Party** response(s);
  - h. Medical reports; and
  - i. Other information helpful to CSURMA AORMA.
3. The **Member** and any other involved **Covered Party** shall provide immediate notice of any Pleadings, Summons, Complaints and any other legal papers received by the **Member** or other involved **Covered Party** to the TPA and authorize CSURMA AORMA to obtain records and other information;

- a. Late Reporting Penalties
    - i. If an **occurrence**, offense, claim, suit or proceeding is not reported by the **Member** to the TPA within the timeframes set below; the following late reporting schedule shall apply;
    - ii. If an **occurrence**, offense, claim or suit is reported 1-6 months late as determined by the TPA, a 25% reduction of coverage will apply;
    - iii. If an **occurrence**, offense, claim or suit is reported 7-12 months late as determined by the TPA, a 50% reduction of coverage will apply; or
    - iv. If an **occurrence**, offense, claim or suit is reported more than 12 months late as determined by the TPA, no recovery will be available to the **Member** or other involved **Covered Party**.
  4. The **Member** and any other involved **Covered Party** will cooperate with CSURMA AORMA in the investigation or settlement of the claim, suit or proceeding or defense against and assist CSURMA AORMA, in the enforcement of any right against any person or organization which may be liable to the **Member** because of injury or damage to which this coverage may also apply.
- F. No Voluntary Payments: Except as stated below, no **Member** will, except at that **Member's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the consent of CSURMA AORMA.
- With respect to **unfair employment practices**, as stated in CSURMA AORMA Policy and Procedure on Claims Reporting, in no event shall any payments be made by CSURMA AORMA for any costs incurred to defend a covered claim more than thirty (30) days prior to written notification of an **occurrence**, offense, claim or suit to the TPA.
- Moreover, no settlement of any claim shall be paid by CSURMA AORMA without prior written authorization of the Liability Claims Administrator.
- G. Bankruptcy or Insolvency: Bankruptcy or insolvency of the **Covered Party** shall not relieve CSURMA AORMA of any of its obligations hereunder.
- H. Separation of Insureds: Except with respect to the Section III – Limitations Upon CSURMA AORMA's Liability, and any rights or duties specifically assigned to this Memorandum, this coverage applies:
1. As if each **Covered Party** were the only **Covered Party**; and
  2. Separately to each **Covered Party** against whom the claim is made or suit is brought.
- I. Limit of Liability: As provided in the Declarations.

- J. Assignment: No purported assignment of rights or interests under this Memorandum shall bind CSURMA AORMA without its written consent.
- K. Changes: This Memorandum may not be amended or changed in any respect, nor shall any provision of this Memorandum be deemed to have been waived by the CSURMA AORMA, unless and until a written endorsement which expressly so amends this Memorandum or waives a provision thereof has been duly issued by the CSURMA AORMA and made a part of the Memorandum, or unless the CSURMA AORMA Policies and Procedures regarding claims reporting and claims administration and litigation management have been amended by the CSURMA AORMA.
- L. Transfer of Rights of Recovery Against Others to CSURMA AORMA: If the **Member** or any other **Covered Party** has rights to recover all or part of any payment CSURMA AORMA has made under this coverage, those rights are transferred to CSURMA AORMA. The **Member** or any other **Covered Party** shall do nothing after the loss to impair the recovery. At CSURMA AORMA's request, the **Member** or any other **Covered Party** will bring suit or transfer the rights to CSURMA AORMA and help CSURMA AORMA enforce them.
- M. Claims Settlement: As stated in the CSURMA AORMA Policy and Procedures regarding Claims Reporting and Claims Administration and Litigation Management:

- 1. Claim Settlement Authority

The following guidelines apply to settlement authority of CSURMA AORMA, within this Memorandum:

- a. \$0 to 25,000 – Claims Administrator

The Liability Claims Administrator has authority to settle claims up to, and including, \$25,000 per claim.

- b. Up to the **Pooled Layer Limit** – AORMA Committee

The AORMA Committee has authority to authorize claims settlement up to the **Pooled Layer Limit**.

- 2. Claims Settlement Responsibility:

AORMA Committee shall have the primary responsibility to control and direct settlement negotiations and to determine the terms of any settlement. However, before effecting any settlement, AORMA Committee shall give notice to the **Member** of the terms of the proposed settlement.

- 3. Member Appeal Process:

First Level Appeal

If a **Member** wishes to appeal a decision regarding whether or not coverage is provided or to appeal a settlement decision, the **Member** must present an appeal in writing to the AORMA Committee within thirty (30) days of the disputed decision. The AORMA Committee will

review the appeal at its next regularly scheduled meeting and inform the **Member** within five (5) business days of its final decision.

#### Second Level Appeal

If a **Member** wishes to appeal the AORMA Committee's decision, the **Member** will notify the CSURMA Secretary in writing within five (5) business days of receipt of the AORMA Committee's decision. The CSURMA Executive Committee will then review the appeal at its next meeting or sooner. The CSURMA Executive Committee's decision will be the final determination.

- N. Action Against CSURMA AORMA: No action shall lie against CSURMA AORMA unless, as a condition precedent thereto, the **Covered Party** shall have fully complied with all the terms of this Memorandum or until the amount of the **Covered Party's** obligation to pay shall have been finally determined whether by judgment against the **Covered Party** after actual trial or by written agreement of the **Covered Party**, the claimant and CSURMA AORMA. Said judgment shall not be deemed final, if an appeal is prosecuted there from, until the suit has been finally determined on appeal. Any person or organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Memorandum to the extent of the coverage afforded by this Memorandum. Nothing contained in this Memorandum shall give any person or organization any right to join CSURMA AORMA as a co-defendant in any action against the **Covered Party** to determine such **Covered Party's** liability.



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY  
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE  
(CSURMA AORMA)  
LIABILITY PROGRAM  
MEMORANDUM OF COVERAGE**

**DOMESTIC HIRED AUTOMOBILE PHYSICAL DAMAGE  
AMENDATORY ENDORSEMENT - #1**

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE  
PLEASE READ IT CAREFULLY***

**The term “auto(s)” as used in this endorsement means a land motor vehicle designed for travel on public roads, but does not refer to those types of automobiles excluded under Exclusion # 1 below or to mobile equipment.**

**The term “loss” as used in this endorsement means direct and accidental loss or damage.**

**SECTION I - COVERED AUTOS**

Domestic Hired Autos Only – Only “autos” the **Covered Party may** hire, lease, rent or borrow for no more than thirty (30) consecutive days by execution of a contract within the coverage territory. This does not include any **automobile** a **Covered Party** may lease, hire, rent or borrow from any of **Member employees** or **members** of their household.

**SECTION 2 - PHYSICAL DAMAGE COVERAGE**

**A. Coverage Extensions**

1. CSURMA AORMA will pay for “loss” to a covered auto or its equipment under Comprehensive and Collision coverage.
2. The coverage provided by this Endorsement is excess over any other collectible coverage
3. For **Hired Auto** Physical Damage, CSURMA AORMA will pay expenses for which a **Covered Party** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. However, the most CSURMA AORMA will pay for any expenses for loss of use is \$60 per day, to a maximum of \$1,800.

CSURMA AORMA will pay up to the limits shown in the Declarations for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**B. Limit of Coverage**

1. The most CSURMA AORMA will pay for “loss” in any one “accident” is the lesser of:
  - (1) The actual cash value of the damaged or stolen property at the time of the “loss”; or
  - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

**C. Deductible**

For each covered auto, CSURMA AORMA’s obligation to pay for repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$1,000.

**D. Coverage Territory**

Under this Endorsement, CSURMA AORMA will cover accidents and losses occurring:

1. During the Memorandum period shown in the Declarations Page.
2. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America; and Puerto Rico.

**SECTION 3 – EXCLUSIONS**

- A. An antique automobile is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more. Excluded are: expensive, exotic and antique automobiles; 15- passenger vans; vehicles that have an open cargo bed; trucks; motorcycles, mopeds, and motorbikes; limousines; and recreational vehicles. Examples of excluded expensive or exotic automobiles include but are not limited to those manufactured by Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maeserati, Porsche and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac and Lincoln are covered.
- B. CSURMA AORMA will not pay for loss to any covered auto while used in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity. CSURMA AORMA will also not pay for loss to any covered auto while that covered auto is being prepared for such contest or activity.
- C. CSURMA AORMA will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this coverage:

1. Wear and tear, freezing or mechanical or electrical breakdown; or
  2. Blowouts, punctures or other road damage to tires.
- D. CSURMA AORMA will not pay for loss to any of the following:
1. Tapes, records, discs, or other similar audio, visual data electronic devices designed for use with audio, visual or data electronic equipment.
  2. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.
  3. Any electronic equipment, without regard to whether the equipment is permanently installed, that receives or transmits audio, visual, or data signals and that is not designed solely for the reproduction of sound.
  4. Any accessories used with the electronic equipment described in Paragraph c. above Exclusions 2.c. and 2.d. do not apply to:
    - a. Equipment designed solely for the reproduction of sound and accessories, provided such equipment is permanently installed in the covered auto at the time of the loss or such equipment is removable from a housing unit which is permanently installed in the covered auto at the time of loss, and such equipment is designed to be solely operated by use of the power from the auto's electrical system, in or upon the covered auto
    - b. Any other electronic equipment that is:
      - 1) Necessary for the normal operation of the covered auto or the monitoring of the covered auto's operating system
      - 2) An integral part of the same unit housing any sound reproducing equipment described above in i. above and permanently installed in the opening of the dash or console of the covered auto normally used by the manufacturer for installation of a radio.
- E. CSURMA AORMA will not pay for loss to a covered auto due to diminution of value.
- F. CSURMA AORMA will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Endorsement.
- G. CSURMA AORMA will not pay for loss arising out of any violation of the rental car agreement.
- H. CSURMA AORMA will not cover damage to **autos** that are hired, rented or borrowed for more than thirty (30) consecutive days.
- I. CSURMA AORMA will not pay for loss or theft of personal belongings.
- J. CSURMA AORMA will not pay for loss caused by or resulting from the use of **auto** by **Member** volunteers.
- K. CSURMA AORMA will not pay for damages resulting from any **Covered Party's** personal liability.
- L. CSURMA AORMA will not pay for depreciation of the rental **auto** caused by loss or damage including but not limited to "diminished value".
- M. CSURMA AORMA will not pay for loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.



California State University Risk Management Authority  
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- N. CSURMA AORMA will not cover loss due to off-road operation of the rented **auto**.
- O. CSURMA AORMA will not pay for confiscation by authorities.
- P. CSURMA AORMA will not pay for **autos** that do not meet the definition of covered **autos**.
- Q. CSURMA AORMA will not pay for losses reported more than forty-five (45) days from the date of loss.

*All other terms and conditions in the Memorandum remain unchanged.*

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY  
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE  
(CSURMA AORMA)  
LIABILITY PROGRAM  
MEMORANDUM OF COVERAGE**

**MEDICAL PAYMENTS  
AMENDATORY ENDORSEMENT - #2**

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE  
PLEASE READ IT CAREFULLY***

It is agreed that this Memorandum will pay medical expense limit of \$5,000 per any one person as described below for **bodily injury** caused by an accident:

1. On premises the **Member** owns or rents,
2. On ways next to premises the **Member** owns or rents, or
3. Because of the **Member's** operations;
4. Provided that:
  - a. The accident takes place in the covered territory and during the **coverage period**;
  - b. The expenses are incurred and reported to CSURMA AORMA within one (1) year or the date of the accident; and
  - c. The injured person submits to examination, at CSURMA AORMA's expense, by physicians of the CSURMA AORMA's choice as often as CSURMA AORMA reasonably require.

CSURMA AORMA will make these payments regardless of fault. These payments will not exceed the applicable limit of coverage. CSURMA AORMA will pay reasonable expenses for:

1. First aid administered at the time of an accident;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

The Program will not pay expenses for **bodily injury**:

1. To any **Member**;
2. To a person hired to do work for or on behalf of any **Member** or a tenant of any **Member**;
3. To a person injured on that part of premises the **Member** owns or rents that the person normally occupies;



California State University Risk Management Authority  
Auxiliary Organizations Risk Management Alliance

4. To a person, whether or not an employee of any **Member**, if benefits for **bodily injury** are payable or must be provided under workers' compensation or disability benefits law or a similar law;
5. To a person injured while taking part in athletics;
6. To a person who is a student of the California State University or a participant enrolled in a CSU sponsored program;
7. Included with the products-completed operations hazard; and
8. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

*All other terms and conditions in the Memorandum remain unchanged.*



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY  
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE  
(CSURMA AORMA)  
LIABILITY PROGRAM  
MEMORANDUM OF COVERAGE**

**CALIFORNIA UNINSURED OR UNDERINSURED MOTORISTS  
COVERAGE BODILY INJURY  
AMENDATORY ENDORSEMENT - #3**

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE  
PLEASE READ IT CAREFULLY***

For a covered **automobile** licensed or principally garaged in or with operations conducted in California this endorsement modifies the Memorandum provided under the following:

**Bodily injury** to which this additional coverage applies.

With respect to the additional coverage provided by this endorsement, the provisions of the Memorandum apply unless modified by this endorsement. This endorsement changes the Memorandum effective on the inception date unless another date is indicated below.

**SCHEDULE:** Limit of Liability - \$250,000 per **occurrence**

**A. Coverage**

1. CSURMA AORMA will pay all sums the **Covered Party** is legally entitled to recover as compensatory damages from the owner or driver of an **uninsured or underinsured motor vehicle**. The damages must result from “**bodily injury**” sustained by the **Covered Party** caused by an **occurrence**. The owner’s or driver’s liability for these damages must result from the ownership, maintenance or use of the **uninsured or underinsured motor vehicle**.
2. CSURMA AORMA will pay only after the limits of liability under any liability bonds or policies have been exhausted by payment of judgments or settlements.
3. Any judgment for damages arising out of a claim, suit or proceeding brought without the written consent of CSURMA AORMA is not binding.

**B. Exclusions**

This additional coverage does not apply to any of the following:

1. Punitive or exemplary **damages**.

2. Any claim settled without consent of the CSURMA AORMA. However, this exclusion does not apply to a settlement made with the insurer of an **auto** described in Paragraph b. of the definition of **uninsured or underinsured motor vehicle**.
3. The direct or indirect benefit of any insurer or self-insurer under any worker's compensation, disability benefits or similar law or to the direct benefit of the United States, a state or its political subdivisions.
4. **Bodily injury** sustained by any **Covered Party** while occupying or when struck by any **auto** owned by that **Covered Party** that is not a covered **automobile** for **uninsured or underinsured motorists** Coverage under this Coverage Form;  
 However, Exclusion 4 shall not apply to **bodily injury** sustained by any **Covered Party** when struck by an **auto** owned by the **Member** and operated or caused to be operated by a person without that **Member's** consent in connection with criminal activity that has been documented in a police report and to which that **Covered Party** is not a party to.
5. Anyone using an **automobile** without a reasonable belief that the person is entitled to do so.
6. **Bodily injury** sustained by a **Covered Party** while occupying any **automobile** that is rented or leased to that **Covered Party** for use as a public or livery conveyance.
7. **Bodily injury** arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### C. Limit of Liability

1. Regardless of the number of covered **automobiles**, the **Member**, premiums paid, claims made or **automobiles** involved in the **occurrence**, the most CSURMA AORMA will pay for all damages resulting from any one **occurrence** is the limit of liability for **uninsured or underinsured motorists** coverage shown in the schedule of declarations.
2. For an **automobile** described in Paragraph b. of the definition of **uninsured motor vehicle**, our limit of liability shall be reduced by all sums paid because of **bodily injury** by or for anyone who is legally responsible, including all sums paid or payable under this policy's liability coverage.
3. No one will be entitled to receive duplicate payment under this coverage for any element of **damages** for which payment has been made by or for anyone who is legally responsible.
4. CSURMA AORMA will not make a duplicate payment under this coverage for any element of **damages** for which payment has been made by or for anyone who is legally responsible.
5. CSURMA AORMA will not pay for any element of **damages** if a person is entitled to receive payment for the same element of **damages** under any workers' compensation, disability benefits or similar law.

#### D. Changes in Conditions

The conditions are changed for California **uninsured motorist's** coverage – **bodily injury** as follows:

1. Duties in the Event of Accident, Claim, Suit or Proceeding is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - b. Send CSURMA AORMA copies of the legal papers if a claim, suit or proceeding is brought. In addition, a person seeking coverage under Paragraph b. of the definition of **uninsured motor vehicle** must:
    - (1) Provide CSURMA AORMA with a copy of the complaint by personal service or certified mail if the **Covered Party** brings an action against the owner or operator of such **uninsured motor vehicle**;
    - (2) Within a reasonable time, make all pleadings and depositions available for copying by CSURMA AORMA or furnish CSURMA AORMA copies at the expense of CSURMA AORMA; and
    - (3) Provide CSURMA AORMA with proof that the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.
2. Action Against CSURMA AORMA is replaced by the following:
 

No legal action may be brought against CSURMA AORMA under this endorsement until there has been full compliance with all the terms of this endorsement and with respect to Paragraphs a., c. and d. of the definition of **uninsured motor vehicle** unless within two (2) years from the date of the **occurrence**:

  - a. Agreement as to the amount due under this Memorandum has been concluded;
  - b. The **Covered Party** has formally instituted arbitration proceedings against CSURMA AORMA. In the event that the **Covered Party** decides to arbitrate, the **Covered Party** must formally begin arbitration proceedings by notifying CSURMA AORMA in writing, sent by certified mail, return receipt requested; or
  - c. Claim, suit or proceeding, for **bodily injury** has been filed against the **uninsured motorist** in a court of competent jurisdiction.
3. Transfer of Rights of Recovery Against Others to CSURMA AORMA is replaced by the following:
  - a. With respect to Paragraphs a., c. and d. of the definition of **uninsured or underinsured motor vehicle**, if CSURMA AORMA makes any payment, CSURMA AORMA is entitled to recover what CSURMA AORMA paid from other parties. Any person to or for whom CSURMA AORMA makes payment must transfer to CSURMA AORMA his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
  - b. With respect to Paragraph b. of the definition of **uninsured or underinsured motor vehicle**, if CSURMA AORMA makes any payment and the **Covered Party** recovers from another party, the **Covered Party** shall hold the proceeds in trust for CSURMA AORMA and pay back the amount CSURMA AORMA has paid.
4. Other Insurance is replaced by the following:
 

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all endorsements and the memorandum combined may equal but not exceed the highest applicable limit for any one **automobile** under any endorsement and the memorandum providing coverage on either a primary or excess basis.
- b. Any coverage CSURMA AORMA provides with respect to an **automobile** the **Member** does not own shall be excess over any other collectible **uninsured or underinsured motorists** insurance providing coverage on a primary basis.
- c. If the coverage under this endorsement is provided:
  - (1) On a primary basis, CSURMA AORMA will pay only the share of the **damages** that must be paid under this Memorandum providing coverage on a primary basis. CSURMA AORMA's share is the proportion that the limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

#### E. Additional Definitions

1. **Occupying** means in, upon, getting in, on, out or off.
2. **Uninsured or underinsured motor vehicle** means a land motor **automobile** or trailer:
  - a. For which no liability bond or policy at the time of an **occurrence** provides at least the amounts required by the applicable law where a covered **automobile** is principally garaged;
  - b. That is an **underinsured motor vehicle**. An **underinsured motor vehicle** is a land motor vehicle or for which the sum of all liability bonds or policies at the time of an **occurrence** provides at least the amounts required by the applicable law where a covered **automobile** is principally garaged but that sum is less than the limit of liability for this coverage;
  - c. For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent;
  - d. That is a hit-and-run **automobile** and neither the driver nor owner can be identified. The **automobile** must make physical contact with a **Covered Party**, a covered **automobile** or an **automobile** a **Covered Party** is occupying; or
  - e. That is owned by the **Member** and operated or caused to be operated by a person without the owner's consent in connection with criminal activity that has been documented in a police report.

However, **uninsured motor vehicle** does not include any **automobile**:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed or modified primarily for use off public roads while not on public roads.

*All other terms and conditions in the Memorandum remain unchanged.*



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY  
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE  
(CSURMA AORMA)  
LIABILITY PROGRAM  
MEMORANDUM OF COVERGE**

**NON-SALARIED EMPLOYEE AUTO LIABILITY  
AMENDATORY ENDORSEMENT - #4**

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE  
PLEASE READ IT CAREFULLY***

The following is added to Section IV – COVERED PARTIES, Section C.

As respects motor vehicles operated by a **Non-Salaried Employee** of the California State University, CSURMA AORMA agrees to provide coverage directly in excess of the Motor Vehicle Liability Self-Insurance Program as defined by the State Administrative Manual of the State of California, section 2420 including any amendment or successor thereto, subject to all other terms and conditions of this Memorandum of Coverage. The coverage added does not involve the AORMA pooling layer of liability.

The coverage provided herein includes liability arising from the use of any owned, non-owned or hired vehicle operated by a **Non-Salaried Employee** while on **State** business.

For the purpose of the coverage provided by this endorsement, the following definitions are added:

1. **Non-Salaried Employee:** Means anyone, including but not limited to a student assistant or volunteer, operating a motor vehicle while on **State** business.
2. **State:** Means the State of California; the Trustees of the California State University; the California State University, and its campuses.

**2420 MOTOR VEHICLE LIABILITY SELF-INSURANCE PROGRAM (Revised 12/04)**

The ORIM administers the State Motor Vehicle Liability Self-Insurance Program (VELSIP), which provides unlimited self-insured liability coverage for the state, agencies, and employees who operate covered self-propelled land vehicles on state business (California Vehicle Code Sections 17000 and 17001). Effective January 1, 2004, liability coverage is limited to \$1 million per occurrence/accident when the state vehicle is operated by a non-salaried employee (i.e. student assistant, volunteer, etc.) on state business. The driver's employing department/agency will be financially responsible for the payment of any claims, settlements, judgments or verdicts in excess of \$1 million. The VELSIP provides excess liability coverage for state employees on state business while driving non-state vehicles, but only after the vehicle owner's liability policy limits have been paid. The VELSIP does not provide coverage for injury to state employees nor for damage to state vehicles. Employee injuries are handled through Workers' Compensation coverage. Damage to state vehicles are handled through the budget of the owning state agency.



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY  
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE  
(CSURMA AORMA)  
LIABILITY PROGRAM  
MEMORANDUM OF COVERAGE**

**FIDUCIARY LIABILITY  
AMENDATORY ENDORSEMENT - #5**

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE  
PLEASE READ IT CAREFULLY***

**This is claims made and reported coverage; therefore, the coverage is limited to Claims that are first made against the Member during the coverage period and are reported to CSURMA AORMA during the coverage period.**

With respect to the additional coverage provided by this endorsement, the provisions of the Memorandum of Coverage apply unless modified by this endorsement.

**A. SUBJECT TO THE LIMIT STATED BELOW CSURMA AORMA AGREES:**

To pay on behalf of any **Covered Party** those sums for **loss** including **Claims Expenses** incurred in the defense and settlement of any **Claim** first made against the **Covered Party** and reported to Underwriters during the **Policy Period**, alleging a **Wrongful Act(s)** of any Covered Party, first committed, or allegedly committed on or subsequent to the **Retroactive Date** shown herein, in the **administration** of **Covered Party's Employee Benefit Plans or Covered Party's Trusts**.

**B. LIMIT OF LIABILITY: \$350,000 ANY ONE CLAIM**

For the purpose of determining the limit of liability of CSURMA AORMA under this endorsement, all **damages** arising out of continuous repeated exposure to substantially the same general conditions shall be considered as arising out of one **loss**.

**Loss**, with duration of more than one **policy period** shall be treated as a single **loss** arising during the **policy period** when the **Claim** is first made, and under no circumstances shall the fact that said **loss** has duration of more than one **policy period** entitle a **Covered Party** to more than one limit of coverage.

**C. EXCLUSIONS**

Exclusions H - Employee Benefits; J – ERISA; and L - Fiduciary Liability do not apply to the **administration** of the **Covered Party's Employee Benefit Plans or Covered Party's Trusts**, but only up to the limit of liability stated above for CSURMA AORMA .

Underwriters shall not be liable to make any payment for that part of **Loss**, other than Defense Expenses:

1. Which constitutes civil or criminal fines or penalties, taxes, or the multiple portion of any multiplied damage award;
2. Which constitutes payments due under the terms of the Benefit Plan or Trust , unless recovery is based upon a covered **Wrongful Act**;
3. **Loss** made against the **Covered Party**:
  - a. For libel, slander, bodily injury, emotional distress, disease, sickness or death of any person. Or any damage to or destruction of any tangible property including loss of use thereof;
  - b. For liability of others assumed by the **Covered Party** under any oral, written or implied contract or agreement; however, this exclusion shall not apply to the extent the **Covered Party** would have been liable in the absence of such contract or agreement; or the liability was assumed in accordance with or under the **Benefit Plan or Trust** agreement or equivalent document pursuant to which the plan was established;
  - c. Any **Insured's** ~~Covered Party's~~ gain of any profit, remuneration or advantage to which they were not legally entitled; or
  - d. For discrimination in violation of any law.
4. CSURMA AORMA shall not be liable to make any payment for **Loss** in connection with any claim based upon, arising out of, directly or indirectly resulting from or in consequence of:
  - a. Any fact, circumstance, situation, transaction event or **Wrongful Act** which was the subject to any notice given under any prior coverage for fiduciary liability or other similar insurance;
  - b. Any litigation or administrative or regulatory proceeding against any ~~Covered Party~~ **Insured** pending on or before the effective date of this endorsement, or any actual, alleged fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged therein which was known to the **Covered Party** prior to the inception of this endorsement, or
  - c. Any deliberately fraudulent or dishonest act or omission or any willful violation of any statute or regulation by any **Insured** ~~Covered Party~~; however, this exclusion shall not apply unless a judgment or other final adjudication adverse to such **Insured** ~~Covered Party~~ establishes such a deliberately fraudulent or dishonest act or omission or willful violation.

#### D. DEFINITIONS

For the purpose of the coverage provided by this endorsement, the following definitions are added:

1. **Administration** means:
  - a. Providing information, advice, counsel or notice to employees or **Trust** beneficiaries, with respect to the **Employee Benefits Plan** or **Trust**;
  - b. Providing interpretations of the **Employee Benefits Plan** or **Trust**;
  - c. Handling records in connection with the **Employee Benefits Plan** or **Trust**, or
  - d. Effecting enrollment, termination or cancellation of employees, participants, or beneficiaries under the **Employee Benefit Plan**.
  
2. **Claim** means:
  - a. A written demand for specific monetary, non-pecuniary, or injunctive relief;
  - b. A criminal or civil proceeding for monetary, non-pecuniary or injunctive relief which is commenced by;
    - i. Service of a complaint or similar pleading; or
    - ii. Return of an indictment (in the case of criminal proceeding); or
    - iii. Receipt or filing of a notice of changes; or
  - c. A formal agency or regulatory proceeding to which a **Covered Party** is subject  
Made against a Covered Party alleging a **Wrongful Act**.
  
3. **Claims Expenses** mean reasonable expenditures incurred by a **Covered Party** in defense of a Claim covered under this endorsement, including but not limited to, cost of investigations, experts, adjustment services, legal services, court costs and similar expenses; provided however that **Claims Expenses** does not include wages or salaries of a **Covered Party**, or cost of attachment or similar bonds.
  
4. **Covered Party** means any natural person who was, is now, or becomes:
  - a. A trustee, member of the board of directors, officer, in-house general counsel or an employee of the Member of an **Employee Benefit Plan** or **Trust**, while acting in his or her capacity as a fiduciary of an **Employee Benefit Plan** or **Trust** or as a person performing **Administration** for an **Employee Benefit Plan** or **Trust**, or who is;
  - b. Assigned to act as a trustee, or an agent for finances of an **Employee Benefit Plan** or **Trust**.
  
5. **Employee Benefit Plan** means a program providing some or all of the following benefits to employees:



California State University Risk Management Authority  
Auxiliary Organizations Risk Management Alliance

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;
  - b. Pension plans, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave, tuition assistance plans; transportation and health club subsidies.
6. **Insured** means:
- a. **Member**
  - b. **CSU and CSU Campus Auxiliary Organizations**
  - c. **Elected/Appointed Officials: all past, present and future, including the Member Designated Professional Fiduciary**
  - d. **Employees: all past, present, and future**
7. **Loss** means the amount which a **Covered Party** is legally and personally liability to pay on account of a **Claim** first made or instituted during the coverage period covered under and not excluded by this additional coverage endorsement.
8. **Member** means the signatory to the CSURMA Joint Powers Authority
9. **Retroactive Date** shall mean any Claim or Loss reported pursuant to the terms and conditions herein and rendered on or after the date set forth herein:

For all Members other than those Members specifically listed below the retroactive date for this endorsement is: July 1, 2010. For all Members listed below the retroactive date is as stated.

<u>Campus</u>	<u>AORMA Member</u>	<u>Retroactive Date</u>
Chico	Associated Students of CSU Chico	July 1, 2005
Long Beach	CSU Long Beach Foundation	July 1, 2008
Los Angeles	Associated Students Inc. CSU Los Angeles	July 1, 2007
Northridge	The University Corp., CSU Northridge	October 1, 1991
Northridge	University Student Union, CSU Northridge	October 1, 1999
Sacramento	Capital Public Radio, CSU Sacramento	April 15, 2010
San Jose	San Jose University Research Foundation	July 1, 2002
San Jose	Spartan Shops, Inc.	February 1, 1998

10. **Trust(s)** means charitable remainder trusts, charitable lead trusts, pooled income funds, or any combination thereof, or any **employee pension benefits or employee welfare benefits trust**, formed under U.S. Internal Revenue Code Section 501(c)(9), in which a **Member** participates, provided the trust only serves auxiliary organizations who are **Members**.
11. **Wrongful Act** means:
  - a. Any actual or alleged breach of the responsibilities, obligations or duties imposed upon **Covered Party** for the **Trusts** by common or statutory law or regulation of the United States or any state;
  - b. Any other actual or alleged matter claimed against a **Covered Party** solely because of his or her service as the designated fiduciary of any **Employee Benefit Plans** or **Trusts**; or
  - c. Any actual or alleged negligent act, error or omission solely in the **Administration** of any **Employee Benefit Plan** or **Trust**, and
  - d. Any actual or alleged breach of duties, obligations and responsibilities imposed by ERISA or by COBRA or by any similar or related federal, state or local law or regulation in the discharge of the **Covered Party's** duties with respect to any **Employee Benefit Plans** or **Trust**.

*All other terms and conditions in the Memorandum remain unchanged.*

Location	Cust Name	Fiduciary	P/O Auxiliary Organization Multiple Employer VEBA Trust
Bakersfield	Associated Students Inc., CSU Bakersfield	no	
Bakersfield	CSU Bakersfield, Auxiliary for Sponsored Programs Administration	no	
Bakersfield	CSU Bakersfield, Foundation	no	
Bakersfield	Student Union of CSU Bakersfield	n/a	
Chancellor's Office	California State University Foundation	Gift Annuities; \$4,599,428	
Chancellor's Office	CSU Institute	no	
Channel Islands	Associated Students, CSU Channel Islands	no	
Channel Islands	CSU Channel Islands Foundation	no	
Channel Islands	CSU Channel Islands University Glen Corp.	Health (Cal-PERS), Dental (Delta Dental), Vision (VSP), Long Term / Short Term Disability (Met-Life), Life (Met-Life); 403 b (\$194,973); Non-exempt ee 401k (\$1,925,971)	
Chico	Associated Students of CSU Chico	Post Retirement Health Plan (\$775,573); Exempt ee 401k (\$5,682,644); Non-exempt ee 401k (\$1,925,971)	
Chico	Auxiliary Organizations Association. c/o CSU Chico		
Chico	Research Foundation	no	
Chico	CSU Chico Research Foundation	Employee cafeteria plan; Health, Dental & Vision plans; Group Life & Ltc plans; 03(b) Savings Plan (\$4,472,719)	
Chico	The University Foundation, CSU Chico	Gift Annuities; \$10,407,834.84	
Dominguez Hills	Associated Students Inc., CSU Dominguez Hills	Gift annuities	\$56,787.92
Dominguez Hills	CSU Dominguez Hills Foundation	403b DC Plan (\$2,014,404); Gift Annuity Program (\$8,823,328)	\$45,789.47
Dominguez Hills	Donald P. & Katherine B. Loker University Student Union Inc., CSU Dominguez Hills	VEBA (\$50,000); CalPERS; 403 b	\$53,727.33
East Bay	Associated Students Inc., CSU East Bay	no	
East Bay	CSU East Bay Foundation	VEBA Welfare (\$1,999,660)	
Fresno	Associated Students Inc., CSU Fresno	n/a	
Fresno	CSU Fresno Association	n/a	
Fresno	CSU Fresno Association (Save Mart Center)	n/a	
Fresno	CSU Fresno Courtyard	n/a	
Fresno	CSU Fresno Foundation	n/a	
Fresno	Fresno State Programs for Children	n/a	
Fresno	The Agricultural Foundation of CSU Fresno	n/a	
Fresno	The Athletic Corporation, CSU Fresno	CalPERS	
Fullerton	Associated Students of CSU Fullerton	VEBA (\$2,704,613); Vision Ins; Life; 403b	
Fullerton	Cal State Fullerton Auxiliary Services Corporation	TIAA-CREFF (Employee Vested); Mc Carty Charitable Trust (\$24,122); Salz-Pollak Charitable Trust (\$148,884); Shaw Charitable Trust (\$158,275); Law Charitble Trust (\$106,455)	\$792,033.17

Location	Cust Name	Fiduciary	P/O Auxiliary Organization Multiple Employer VEBA Trust
Fullerton	Cal State Fullerton Philanthropic Foundation	Pollak Charitable Remainder Trust (\$364,043); Cittadin	
Fullerton	CSU Fullerton Housing Authority	Charitable Remainder Trust (\$103,469);	
Humboldt	Associated Students of Humboldt State University	no	
Humboldt	Humboldt State University Advancement Foundation	no	
Humboldt	Humboldt State University Sponsored Programs	n/a	
Humboldt	Foundation	n/a	
Humboldt	University Center, Humboldt State University	n/a	\$1,254,464.97
Long Beach	Associated Students Inc., CSU Long Beach	CalPERS; 403b	\$104,337.61
Long Beach	CSU Long Beach Foundation	403b (\$734,967); Grants & Annuities Society Trust	
Long Beach	Forty-Niner Shops Inc., CSU Long Beach	(\$1,254,252); Charitable Remainder Unitrust (\$2,777,210)	
Los Angeles	Associated Students Inc., CSU Los Angeles	CalPERS; One America - AUL Retirement Services	\$1,650,457.03
Los Angeles	Cal State Los Angeles Univ. Auxiliary Services Inc.	(\$129,673); Plan G75479	\$13,608.16
Los Angeles	California State University, Los Angeles Foundation	n/a	
Los Angeles	University Student Union, CSU Los Angeles	MONEY Purchase Plan \$2,300,000	
Los Angeles	University Student Union, CSU Los Angeles	no	
Los Angeles	University Student Union, CSU Los Angeles	Board 403b DC plan (\$2,373,857); Board 403b TDA Plan	\$1,036,556.26
Maritime Academy	Associated Students Inc., California Maritime Academy	(\$293,339); Board Basic 403b DC Plan (\$778,922)	
Maritime Academy	California Maritime Academy Foundation	n/a	
Monterey Bay	Foundation of California State University Monterey Bay	CSU's CRT Plan (\$90,607)	
Monterey Bay	The University Corporation at Monterey Bay	no	
Northridge	Associated Students Inc., CSU Northridge	TIAA-CREFF; 403b (\$4,200,000)	
Northridge	CSU Northridge Foundation	Employee Benefits (Health, Dental, Vision, Disability); Post	
Northridge	North Campus Park Development Corporation	Retirement - Medical and Dental (\$2,649,300); 1. TIAA-CREFF	
Northridge	The University Corp., CSU Northridge	403b (\$216,574); TIAA-CREFF 401a (\$1,480,272)	\$929,076.62
Northridge	University Student Union, CSU Northridge	no	
Northridge	Associated Students Inc.,	no	
Pomona	California State Polytechnic University, Pomona	Defined Contribution Retirement Plan (\$8,290,400)	
Pomona	Cal Poly Pomona University Educational Trust	Pension plan #001 (\$669,210)	
Pomona	Cal Poly Pomona University Educational Trust	CalPERS	
Pomona	Cal Poly Pomona University Educational Trust	UET Endowment Portfolio (\$32,746,009)	

Location	Cust Name	Fiduciary	P/O Auxiliary Organization Multiple Employer VEBA Trust
		CP-Jones (7% income trust); CP-Lane (\$6,000 annuity);CP-Scroggs (8% income trust); Brisco Trust; Patricia Anne Janesh; Foundation Accumalated Leave plan; Total asset \$1,028,123	\$3,273,929.14
Pomona	The Cal Poly Pomona Foundation, Inc.		
Sacramento	Associated Students Inc., CSU Sacramento	AS at CSU Sac (\$2,139,011)	
Sacramento	Capital Public Radio, CSU Sacramento	American Funds 401 K (\$1,100,000)	
Sacramento	The University Foundation of CSU Sacramento	Drummond CRT (\$189,013); Delisle CRT (\$67,187)	
Sacramento	University Enterprises Development Group, Inc. CSU Sacramento	no	
Sacramento	University Enterprises, Inc. CSU Sacramento	Public Employees Retirement System ~250 FT Benefited Ees via CalPERS	\$1,123,776.77
Sacramento	University Union, CSU Sacramento	no	
San Bernardino	Associated Students Inc., CSU San Bernardino	CalPERS; Met Life; Vision;	\$492,109.54
San Bernardino	Student Union, CSU San Bernardino	n/a	
San Bernardino	The Foundation of CSU San Bernardino	CalPERS (\$235,000,000,000)	\$648,725.26
San Diego	Associated Students of San Diego State University	no	
	Aztec Shops, LTD	Defined Benefit Pension (\$3,797,292); Retirement Saving Plan (\$984,939);	
San Diego	San Diego State University	VEBA Trust (\$5,874,000); 403b (\$104,120,000); 457f (\$194,280); Cobble Unitrus (\$244,000); Traub, Schafer, Churchil Trusts - 3rd pty tste (\$87,000); Gift Annuity Pool (\$1,886,000)	
San Diego	San Diego State University Research Foundation		
	Associated Students Inc.,		
San Francisco	San Francisco State University	403 b \$369,150	
	Franciscan Shops,		
San Francisco	San Francisco State University	n/a	
San Francisco	San Francisco State University Foundation	no	
San Francisco	Student Center, San Francisco State University	n/a	
San Francisco	The University Corp, San Francisco State	n/a	
San Jose	Associated Student Inc., San Jose State University	401 K Plan (\$1,729,068)	
San Jose	San Jose State University Research Foundation	Medical Trust (\$588,700); Defined Contribution Plan (\$30,108,857); Tax Deferred Annuity Plan (\$16,270,550)	
		Spartan Shops Retiree Health Benefit Plan (\$1,549,960); VEBA Health Savings Trust; SSI Scudder Plan (\$2,508,148); SSI Vanguard Plan (\$3,834,860)	
San Jose	Spartan Shops, Inc.		
San Jose	Student Union of San Jose State University	403b (\$2,291,774)	\$965,223.58
		403 b (unknown); Pooled income Fund (\$101,463);	
San Jose	The Tower Foundation, San Jose State University	Charitable Remainder Trusts (\$1,802,261)	\$37,430.07

Location	Cust Name	Fiduciary	P/O Auxiliary Organization Multiple Employer VEBA Trust
San Luis Obispo	Associated Students Inc., California Polytechnic State University, San Luis Obispo	calPERS	\$1,529,833.86
San Luis Obispo	Cal Poly Corporation	APBO; \$20,233,247; Grant & Annuity (\$520,424)	
San Luis Obispo	Cal Poly Foundation	Pooled income Fund (\$6,364); Trusts (\$3,802,261)	
San Luis Obispo	Cal Poly Housing Corporation	n/a	
San Marcos	Associated Students Inc, CSU San Marcos	no	
San Marcos	San Marcos Foundation	n/a	
San Marcos	University Auxiliary and Research Services Corporation, CSU San Marcos	post retirement plan (\$780,000); Defined Contribution Retirement Plan (\$3,202,710);	
San Marcos	The University Corporation of CSU San Marcos	no	
Sonoma	Associated Students Inc., Sonoma State University	no	
Sonoma	Sonoma State University Academic Foundation	15 Charitable Remainder Trusts (\$5,150,000)	
Sonoma	Sonoma State Enterprises	no	
Sonoma	Sonoma Student Union Corporation	403 B (\$107,103)	
Stanislaus	Associated Students Inc., CSU Stanislaus	n/a	
Stanislaus	Auxiliary & Business Services of CSU Stanislaus	no	
Stanislaus	CSU Stanislaus Foundation	no	
Stanislaus	University Student Union of CSU Stanislaus	no	

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Green indicates those members who have formed individual VEBA trusts.

## **PRAESIDIUM CONTRACT – MANAGING THE RISK OF MINORS ON CAMPUS**

**ISSUE:** After the AORMA Committee discussed the proposed Praesidium contract at its meeting on November 6<sup>th</sup>, the Programs Committee reviewed a revised contract for an online self-assessment tool along with corresponding on-line training. The cost for the online self-assessment tool is \$140,000 for a three year contract. To add online training the cost would double. After reviewing the contract options, the Programs Committee directed Staff to negotiate a one year contract with Praesidium for the online self-assessment tool and the corresponding online training, with a per program cost and a not to exceed cost of \$50,000. *(The revised Praesidium contract will be provided as a handout. To date, the proposal has not been received.)*

The Programs Committee also felt that this contract needs to be negotiated at the campus level. There would need to be some type of campus mandate in order for the contract to be successful. The time involved in gathering the information necessary to complete the self-assessment is significant. The Praesidium contract is expensive and without campus support, the committee felt it would not get utilized as robustly as it should in order to make it cost-effective.

The AORMA Committee will be asked to review the revised Praesidium contract and direct Staff to take action as appropriate.

**RECOMMENDATION:** Staff recommends that the Committee review the proposed Praesidium contract and direct staff as appropriate.

**FISCAL IMPACT:** To be determined.

**BACKGROUND:** Staff has been working to finalize services to be provided by Praesidium for prevention and management of child sexual abuse in higher education. Praesidium proposed the development of a customized online self-assessment tool that will allow the campus or auxiliary youth programs to identify their exposures to loss and to obtain resources to fix the identified loss exposures. Along with the self assessment tool, Praesidium is now offering the corresponding on-line training.

Staff asked a few members with youth programs to view the self-assessment tool via a webinar and provide feedback for the committee's consideration.

Cindi Dulgar, Associate Director, Operations and Youth Programs, Associated Students of CSU Sacramento; Raven Tyson, Contract and Risk Management Coordinator, Associated Students of SDSU and Dave Nakamura, Executive Director, University Center, Humboldt State University viewed the self-assessment tool via a webinar with Aaron Lundberg from Praesidium. Aaron explained how the self-assessment tool works and walked them through the process. After viewing the webinar, the participants provided the following comments:

1. The service would be potentially beneficial to some auxiliary organization programs.
2. It appears to be a very thorough self-assessment tool.
3. The focus of the assessment is very narrow and may not be the most cost effective tool for assessing risk.
4. In order to effectively utilize the self-assessment tool, each program manager would have to commit significant time and resources, which may not be realistic for all programs.
5. One program manager from each campus could complete the self-assessment for each type of program (i.e., day care, summer camps, outreach programs, etc.), and then finalize the new policy and procedure to be shared with the other program directors.

**PUBLICATION:** None at this time.

**ATTACHMENT(S):**

- a. *The revised Praesidium contract will be sent out as a handout.*

## **CSURMA AORMA 2014 MEETING CALENDAR**

**ISSUE:** The Program Administrator includes a current copy of the CSURMA AORMA meeting calendar in every agenda

**RECOMMENDATION:** No action is requested on this item.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. CSURMA AORMA – 2014 Meeting Calendar



California State University Risk Management Authority  
 Auxiliary Organizations Risk Management Alliance

## 2014 CSURMA • AORMA MEETING CALENDAR

JANUARY, 2014	FEBRUARY, 2014	MARCH, 2014
12-15 AOA Conference: Sacramento	3 MSLCTC: Teleconference, 11:00 a.m. 6 PC: Teleconference, 2:00 p.m. 18 Liab claim review: Teleconference, 10:00 AM  <b>Only the AORMA Chair and Vice Chair attend the liab claim review</b>	20 AORMA: Newport Beach, 10:00 a.m. 20 EC: Newport Beach: 2:30 p.m. 21 EC LRP: Newport Beach, 8:00 a.m.  <b>Only the AORMA Chair and Vice Chair attend the EC meetings</b>  <b>Only the AORMA Chair attends to AOA EC meeting</b>
APRIL, 2014	MAY, 2014	JUNE, 2014
7 MSLCTC: Teleconference, 11:00 a.m. 8 Liab claim review: Teleconference, 10:00 AM 10 PC: Teleconference, 2:00 p.m.  <b>Only the AORMA Chair and Vice Chair attend the liab claim review</b>	8 AORMA: Long Beach, 10:00 a.m. 9 EC: Long Beach, 8:00 a.m. 9 BOD: Long Beach, 10:30 a.m.  <b>Only the AORMA Chair and Vice Chair attend the EC meetings</b>  <b>All AORMA Committee members attend the BOD</b>	

AORMA = Auxiliary Organizations Risk Management Alliance Committee	PC = AORMA Programs Committee	EC = CSURMA Executive Committee
AOUIT = Auxiliary Organizations Unemployment Insurance Trust	AORMA LRP = AORMA Long Range Planning Meeting	EC LRP = EC Long Range Planning Meeting
MSLCTC = AORMA Member Services, Loss Control & Training Committee	AOA = CSU Auxiliary Organizations Association	BOD = CSURMA Board of Directors

## 2014 CSURMA • AORMA MEETING CALENDAR

JULY, 2014	AUGUST, 2014	SEPTEMBER, 2014
TBD AORMA Officers Retreat (TBD) 28 MSLCTC: Teleconference, 11:00 a.m. 31 PC: Teleconference, 2:00 p.m.  <b>Only the AORMA Chair, Vice Chair, Past Chair and Ex Officio attend the AORMA Officers Retreat</b>	13 Liab claim review: Teleconference, 10:00 AM  <b>Only the AORMA Chair and Vice Chair attend the liab claim review</b>	10 AORMA New Committee Member Orientation: Newport Beach, 9:00 a.m. 10 AORMA LRP: Newport Beach, 10:00 a.m. 11 AORMA: Newport Beach, 9:00 a.m. 12 EC: Newport Beach, 8:30 a.m.  <b>Only the AORMA Chair and Vice Chair attend the EC meetings</b>
OCTOBER, 2014	NOVEMBER, 2014	DECEMBER, 2014
23 AORMA: Long Beach, 10:00 a.m. 24 EC: Long Beach, 9:00 a.m. 24 BOD: Long Beach, 10:30 a.m.  <b>Only the AORMA Chair and Vice Chair attend the EC meetings</b>  <b>All AORMA Committee members attend the BOD</b>	12 Liab claim review: Teleconference, 10:00 AM 17 MSLCTC: Teleconference, 11:00 a.m.  <b>Only the AORMA Chair and Vice Chair attend the liab claim review</b>	4 AORMA: TBD, 10:00 a.m. 5 EC: TBD, 8:30 a.m. 11 PC: Teleconference, 2:00 p.m.  <b>Only the AORMA Chair and Vice Chair attend the EC meetings</b>

AORMA = Auxiliary Organizations Risk Management Alliance Committee	PC = AORMA Programs Committee	EC = CSURMA Executive Committee
AOUIT = Auxiliary Organizations Unemployment Insurance Trust	AORMA LRP = AORMA Long Range Planning Meeting	EC LRP = EC Long Range Planning Meeting
MSLCTC = AORMA Member Services, Loss Control & Training Committee	AOA = CSU Auxiliary Organizations Association	BOD = CSURMA Board of Directors

## **FY 13/14 AORMA SERVICE CALENDAR**

**ISSUE:** Attached for the Committee's review is the AORMA Service. This calendar includes all of the AORMA activities that occur on a regular basis as documented in AORMA's policies and procedures, contracts or meeting agendas. This calendar will be kept up-to-date and will be included in each agenda packet.

**RECOMMENDATION:** It is recommended that the Committee Members review the Service Calendar and report any changes or corrections to Staff.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** The AORMA Service Calendar will be included in each agenda packet and will reside on the CSURMA website.

**ATTACHMENT(S):**

- a. AORMA Service Calendar

## CSURMA AORMA SERVICE CALENDAR

RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<b>NOVEMBER, 2013</b>			
AORMA Chair / Alliant Staff	Prepare AORMA summary for AOA Executive Committee meeting on November 15, 2013	11/01/13	Completed
Alliant Staff	FORM 700 - Campus Risk Pool Administrator sends request to campus president to confirm appointments of primary and alternate representative to BOD (Note: AORMA Representatives are maintained through their election process)	11/01/13	Completed
Liability TPA	Send out watch list for the liability claims review on November 12, 2013	11/08/13	Completed
Liability TPA	AORMA liability claims review	11/12/13	Completed
Alliant Staff	Send out Program Manuals	11/15/13	In Process
Alliant Staff	Completion of the Liability and Workers' Compensation dividend allocation for distribution in July, 2014	11/30/13	Completed
Alliant Staff	Completion of the Unemployment Insurance Program member allocation for FY 14/15	11/30/13	Completed
Alliant Staff	Completion of the Liability program member allocation for FY 14/15	11/30/13	Completed
Alliant Staff	Completion of the Workers' Compensation program member allocation for FY 14/15	11/30/13	Completed
Alliant Staff	Completion of the Property program member allocation for FY 14/15	11/30/13	Completed
Alliant Staff	Completion of the Crime program member allocation for FY 14/15	11/30/13	Completed
Alliant Staff	Review volunteer losses within the Workers' Compensation program	11/30/13	Completed
Alliant Staff	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 9/30/13	11/30/13	Completed
<b><i>AORMA Committee Meeting (Sacramento) – November 6, 2013 – Agenda Items</i></b>			
1. Approval of long range action plan for 2014			
2. Discussion and approval of AOA Conference free registrations			
3. Vice Chair election will be held during the AORMA Committee meeting			
4. Review the minimum Employment Practices Liability deductibles for FY 14/15			
5. Approval of revised policy and procedure L-7 – EPL deductible			
6. Approval of sample EPL deductible letter for FY 14/15			
7. Approval of sample EPL deductible letter to retroactively change deductibles for FY 13/14			
8.			

## CSURMA AORMA SERVICE CALENDAR

RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
	9.		
	10. Approval of policy and procedure for new property program allocation formula		
	11. Approval of policy and procedure for new crime program allocation formula		
	12. Approval of the free AOA Conference attendees from CSURMA AORMA		
<b><i>MSLCT Committee Meeting (Teleconference) – November 18, 2013 – Agenda Items</i></b>			
	1. Approval of meeting dates for 2014		
	2. Approval of MSLCTC long range action plan		
	3. Comprehensive discussion of the risk reduction matching grant program project criteria		
	4. Approval of the Workers' Compensation Safety Program Award – Safety Superstar. Review optional Safety Superstar awards		
	a) Review optional Safety Superstar awards - \$1,000 to \$5,000 to reward AO for reducing WC losses		
	b) Review an award for largest reduction in exp mod		
	5. Review proposed AORMA Shoes for Crews program		
	6. Review progress of AORMA smartphone app – workers' compensation claims reporting		
	7. Review progress of AORMA SkillSoft / LawRoom pilot program		
	8. Approval of revised risk reduction grant applications for Forty-Niner Shops, Inc. (Long Beach) and University Student Union (Northridge)		
<b><i>CSURMA EC</i></b>	<b><i>CSURMA Executive Committee Meeting (Sacramento)</i></b>	<b><i>11/06/13</i></b>	
<b><i>CSURMA BOD</i></b>	<b><i>CSURMA Board of Directors Meeting (Sacramento)</i></b>	<b><i>11/06/13</i></b>	
<b>DECEMBER, 2013</b>			
Alliant Staff	FORM 700 - Campus Risk Pool Administrator sends revised Campus Primary and Alternate CSURMA BOD member listing to JPA ADMIN	12/15/13	
AORMA Chair / Alliant Staff	Prepare AORMA summary for AOA Executive Committee meeting on January 11, 2014	12/27/13	
<b><i>AORMA Committee Meeting – December 5, 2013 – Agenda Items</i></b>			
	1. Approval of Policy and Procedure L-7 – Employment Practices Liability (EPL) Deductible Options		

## CSURMA AORMA SERVICE CALENDAR

RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
	2. Approval of revisions to liability program memorandum of coverage to add “blanket” coverage for pension, health and welfare trusts		
	3. Discussion and recommendation for approval of the Praesidium contract		
<b>Programs Committee</b>	<b>Programs Committee Meeting - December 12, 2013 – Agenda Items</b>	<b>12/12/13</b>	
	1. Approval of the Liability and Workers’ Compensation dividend allocation for distribution in July, 2014		
	2. Approval of the Workers’ Compensation AORMA class codes rates for FY 14/15		
	3. Approval of the Unemployment Insurance Program member allocation for FY 14/15		
	4. Approval of the Liability program member allocation for FY 14/15		
	5. Approval of the Workers’ Compensation program member allocation for FY 14/15		
	6. Approval of the Property program member allocation for FY 14/15		
	7. Approval of the Crime program member allocation for FY 14/15		
	8. Review of all Workers’ Compensation member’s experience modification factors		
	9. Approval of meeting dates for 2014		
	10. Approval of PC long range action plan for 2014		
<b>JANUARY, 2014</b>			
Alliant Staff	FORM 700 - JPA ADMIN finalizes current year member listing	1/02/14	
Alliant Staff	Completion of the AORMA Annual Report	1/05/14	
Nominations Committee	At the AOA Conference, during the AORMA Breakfast Presentation, announce the new Vice Chair as well as open seats on the AORMA Committee	1/07/14	
Alliant Staff	FORM 700 - JPA ADMIN sends Form 700 to CSURMA FILERS, including EC, BOD, AORMA, Standing Committees, and designated consultants, including identified Alliant personnel	01/15/14	
Alliant Staff	Notify the Workers’ Compensation program members of their experience modification factor in accordance with P&P W-3 – Satisfactory, Early Warning Notice or Termination Warning	1/15/14	
Alliant Staff	Final premium / rate letter to all AORMA members – include information regarding Workers’ Compensation coverage for volunteers	1/31/14	

## CSURMA AORMA SERVICE CALENDAR

RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<b>FEBRUARY, 2014</b>			
Alliant Staff	FORM 700 - Follow up No. 1 - JPA ADMIN follows up with FILER	2/01/14	
Alliant Staff	FORM 700 - Follow up No. 2 - JPA ADMIN follows up with FILER	5/15/14	
Alliant Staff	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 12/31/13	2/28/14	
Alliant Staff	Schedule the AORMA workers' compensation claims audit (every even year)	2/28/14	
Alliant Staff	Schedule the AORMA liability claims audit (every odd year)	2/28/14	
<i><b>MSLCT Committee Meeting – February 3, 2014 – Agenda Items</b></i>			
1. Review of the MSLCTC budget for FY 14/15			
2. Recommended funding for the Risk Reduction Matching Grant Program for FY 14/15			
3. Review the Liability and Workers' Compensation loss information to identify patterns and claims which may be preventable with the (1) purchase, replacement or upgrade of physical property or (2) development of specialized training			
4. Identify the focus of the Risk Reduction Matching Grant Program for FY 14/15			
<i><b>Programs Committee Meeting - February 6, 2014 – Agenda Items</b></i>			
1. Review and approval of revisions to the Property MOC regarding the new mandatory deductibles			
2. Approval of revisions to the Crime MOC regarding the new mandatory deductible			
Liability TPA	Send out watch list for the liability claims review on February 18, 2014	2/14/14	
Liability TPA	AORMA liability claims review	2/18/14	
<b>MARCH, 2014</b>			
Alliant Staff	FORM 700 - Follow up No. 3 - JPA ADMIN follows up with FILER	3/01/14	
AORMA Chair / Alliant Staff	Prepare AORMA summary for AOA Executive Committee meeting on March 21, 2014	3/07/14	
Alliant Staff	FORM 700 - Follow up No. 4 - JPA ADMIN follows up with FILER, prepares status report for CSURMA EC review at Long Range Planning meeting	3/15/13	

## CSURMA AORMA SERVICE CALENDAR

RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
Nominations Committee & Alliant Staff	Forward slate of nominees to fill the open seats on the AORMA Committee to the AOA Executive Committee for review and comment	3/20/14	
AORMA Committee Members and Staff	Completion of the Form 700 – Statement of Economic Interest	3/31/14	
WC Claims Consultant	Completion of the claims audit of the Workers’ Compensation program (every odd-numbered year)		
Liability Claims Auditor	Completion of the claims audit of the Liability program (every even-numbered year)	3/14/14	
<b><i>AORMA Committee Meeting – March 20, 2014 – Agenda Items</i></b>			
	1. Review and approval of FY 13/14 CSURMA budget – midterm adjustments		
	2. Review and approval of FY 14/15 CSURMA budget		
	3. Review slate of nominees to fill the open seats on the AORMA Committee		
	4. Review the Auxiliary Service Provider Report		
	5. Review and accept the workers’ compensation claims audit (every even year)		
	6. Review and accept the liability claims audit (every odd year)		
	7. Review of excess insurance renewal report		
	8. Discussion regarding the renewal of the Alliant Loss Control Services (risk control consulting) contract – one year contract expiring on June 30, 2014		
	9. Discussion regarding the renewal of the Employers Group (HR consulting services) contract – one year contract expiring on June 30, 2014		
	10. Discussion regarding the renewal of the TargetSolutions (on-line safety training) contract – three year contract expiring on June 30, 2015		
	11. Discussion regarding the renewal of the Employers Edge (unemployment insurance claims administrator) contract – five year contract expiring on June 30, 2018		
	12. Discussion regarding the renewal of the Carl Warren (AORMA third party liability claims administrator) contract – five year contract expiring on June 30, 2016		
	13. Discussion regarding the renewal of the Sedgwick (Workers’ Compensation claims administration ) contract – five year contract expiring on June 30, 2018		
	14. Approval of revisions to the Property MOC regarding the new mandatory deductibles		
	15. Approval of revisions to the Crime MOC regarding the new mandatory deductible		
<b><i>CSURMA EC</i></b>	<b><i>CSURMA Executive Committee Meeting</i></b>	<b><i>3/20/14</i></b>	

## CSURMA AORMA SERVICE CALENDAR

RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
CSURMA EC	CSURMA Executive Committee Long Range Planning Meeting	3/21/14	
<b>APRIL, 2014</b>			
Alliant Staff	FORM 700 - JPA ADMIN sends all forms received to FPPC for processing	4/1/14	
Alliant Staff	FORM 700 - Campus Risk Pool Administrator verifies Campus Primary and Alternate representative remain in place by contacting campus representatives ( i.e. ensure no leave of absence, retirement, change in duties, etc.)	4/01/14	
Alliant Staff	Send out a memo to all Members identifying the focus of the Program and inviting Members to apply for the grant by completing the grant application	4/30/14	
Liability TPA	Send out watch list for the liability claims review on April 8, 2014	4/04/14	
Liability TPA	AORMA liability claims review	4/08/14	
Alliant Staff	Send out ballot for AORMA Committee term beginning on July 1, 2014	4/01/14	
Alliant Staff	Receive back all AORMA Committee ballots for the term beginning on July 1, 2014	4/30/14	
AORMA Chair	Appoint the PC and MSLCTC Chair for a one year term beginning on July 1, 2014	4/30/14	
Alliant Staff	Send out letter from the AORMA Chair appointing the new PC and MSLCTC Chair for the term beginning on July 1, 2014	4/30/14	
<b><i>MSLCT Committee Meeting (Teleconference) – April 7, 2014 – Agenda Items</i></b>			
1. Approve the blank grant application and a maximum per Member grant amount			
2. Review the Auxiliary Service Provider Report			
3. Discussion regarding the renewal of the Alliant Loss Control Services (risk control consulting) contract – one year contract expiring on June 30, 2014			
4. Discussion regarding the renewal of the Employers Group (HR consulting services) contract – one year contract expiring on June 30, 2014			
5. Discussion regarding the renewal of the TargetSolutions (on-line safety training) contract – three year contract expiring on June 30, 2015			
6. Discussion regarding the renewal of the Employers Edge (unemployment insurance claims administrator) contract – five year contract expiring on June 30, 2018			
7. Recommendation for MSLCTC Chair for FY 14/15			
<b><i>Programs Committee Meeting – April 10, 2013 – Agenda Items</i></b>			
1. Recommendation for PC Chair for FY 14/15			

## CSURMA AORMA SERVICE CALENDAR

RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<b>MAY, 2014</b>			
Alliant Staff	FORM 700 - Campus Risk Pool Administrator confirms replacement appointees with campus president, reports changes to JPA ADMIN, JPA ADMIN sends entering and leaving office notices to FILER, Campus Risk Pool Administrator conducts BOD orientation	5/1/14	
Alliant Staff	FORM 700 - Follow up No. 1 - JPA ADMIN follows up with FILER	5/15/14	
AORMA Chair / Alliant Staff	Send out appointment letters to the newly elected AORMA Committee members for the term beginning on July 1, 2014	5/30/14	
AORMA Chair / Alliant Staff	Send out appointment letters to the newly appointed AORMA Standing Committee Chairs for the term beginning on July 1, 2014		
Alliant Staff	Update the AORMA Committee and Standing Committee Org Chart for the term beginning July 1, 2014	5/30/14	
Alliant Staff	Update the AORMA Committee and Standing Committee Roster for the term beginning July 1, 2014	5/30/14	
Alliant Staff	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 3/31/14	5/30/14	
<b><i>AORMA Committee Meeting – May 8, 2014 – Agenda Items</i></b>			
2. Review of excess insurance placements reports			
3. Approval of binding authority on the excess insurance placements			
4. Announce the outcome of the AORMA Committee election			
5. Announce the appointment of the PC and MSLCTC Chair for the one year term beginning on July 1, 2014			
6. Approval of the renewal of the Alliant Loss Control Services (risk control consulting) contract – one year contract expiring on June 30, 2014			
7. Approval of the renewal of the Employers Group (HR consulting services) contract – one year contract expiring on June 30, 2014			
8. Approval of the renewal of the TargetSolutions (on-line safety training) contract – three year contract expiring on June 30, 2015			
9. Approval of the renewal of the Employers Edge (unemployment insurance claims administrator) contract – five year contract expiring on June 30, 2018			
10. Approval of the renewal of the Carl Warren (AORMA third party liability claims administrator) contract – five year contract expiring on June 30, 2016			
11. Approval of the renewal of the Sedgwick (Workers’ Compensation claims administration ) contract – five year contract expiring on June 30, 2018			

## CSURMA AORMA SERVICE CALENDAR

RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<i>CSURMA EC</i>	<i>CSURMA Executive Committee Meeting</i>	<i>5/09/14</i>	
<i>CSURMA BOD</i>	<i>CSURMA Board of Directors Meeting</i>	<i>5/09/14</i>	
<b>JUNE, 2014</b>			
Alliant Staff	FORM 700 - Follow up No. 2 - JPA ADMIN follows up with FILER	6/01/14	
AORMA Chair / Alliant Staff	Prepare AORMA summary for AOA Executive Committee meeting on June 6, 2014		
<b>JULY, 2014</b>			
<i>AORMA Officers</i>	<i>AORMA Officers Retreat – Location TBD</i>	<i>TBD</i>	
Alliant Staff	FORM 700 - JPA ADMIN sends entering and leaving office notices to AORMA FILERS who will be taking office on AORMA and Standing Committees	7/01/14	
Alliant Staff	Send to CSU Accounting the approved Liability and Workers' Compensation dividend allocation for processing	7/01/14	
Alliant Staff	Request a review of the claims activity within the UIP – claims activity variations of more than 10% above or below pricing levels used will resulting in a pricing adjustment	7/05/14	
Alliant Staff	Request Workers' Compensation and Liability loss runs @ 6/30 – Forward to Actuary	7/05/14	
Alliant Staff	FORM 700 - Follow up No. 1 - JPA ADMIN follows up with FILER	7/14/14	
CSU Accounting	Process the Liability and Workers' Compensation dividend checks and forward to Alliant for distribution	7/15/14	
Alliant Staff	FORM 700 - Follow up No. 2 - JPA ADMIN follows up with FILER	7/21/14	
Alliant Staff	Distribute the Liability and Workers' Compensation dividend checks	7/31/14	
Alliant Staff	FORM 700 - FORMS DUE TO FPPC ON THIS DATE [ASSUMING/LEAVING]	7/28/14	
<i>MSLCT Committee Meeting – July 28, 2014 – Agenda Items</i>			
1. Review grant applications, and if found to be appropriate and consistent with the purpose of the Program, approve the grants			

## CSURMA AORMA SERVICE CALENDAR

RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<i>Programs Committee Meeting – July 31, 2014 – Agenda Items</i>			
AUGUST, 2014			
SEPTEMBER, 2014			
<i>AORMA Committee</i>	<i>AORMA Committee Long Range Planning Meeting</i>	<i>9/10/14</i>	
<i>AORMA Committee</i>	<i>AORMA Committee Meeting</i>	<i>9/11/14</i>	
<i>CSURMA EC</i>	<i>CSURMA Executive Committee Meeting</i>	<i>9/12/14</i>	
OCTOBER, 2014			
<i>AORMA Committee</i>	<i>AORMA Committee Meeting</i>	<i>10/23/14</i>	
<i>CSURMA EC</i>	<i>CSURMA Executive Committee Meeting</i>	<i>10/24/14</i>	
<i>CSURMA BOD</i>	<i>CSURMA Board of Directors Meeting</i>	<i>10/24/14</i>	
NOVEMBER, 2014			
<i>MSLCT Committee</i>	<i>MSLCT Committee Meeting (Teleconference)</i>	<i>11/17/14</i>	
DECEMBER, 2014			
<i>Programs Committee</i>	<i>Programs Committee Meeting (Teleconference)</i>	<i>12/11/14</i>	

## **CSURMA AORMA PROGRAM ADMINISTRATOR CONTACT LISTS**

**ISSUE:** Staff includes an updated AORMA Program Administrator contact list in each agenda.

**RECOMMENDATION:** No action is requested on this item.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. AORMA Program Administrator - Contact List
- b. Claims Reporting Contacts

## CONTACT LIST

Coverage	Contact	E-Mail Address	Office	Fax
<b>JPA Program Administrator – Alliant Insurance Services, Inc.</b>				
<b>Certificate of Insurance Requests</b>	<b>Hsan Htein</b> Van Rin	hhtein@alliant.com vrin@alliant.com	415-403-1452 415-403-1408	415-874-4810 415-874-4810
<b>General Coverage Questions</b>	<b>Mimi Long</b> Van Rin Hsan Htein Daniel Howell	mlong@alliant.com vrin@alliant.com hhtein@alliant.com dhowell@alliant.com	415-403-1423 415-403-1408 415-403-1452 415-403-1426	415-874-4810 415-874-4810 415-874-4810 415-874-4810
<b>Inland Marine</b>	<b>Van Rin</b> Hsan Htein Mimi Long	vrin@alliant.com hhtein@alliant.com mlong@alliant.com	415-403-1408 415-403-1452 415-403-1423	415-874-4810 415-874-4810 415-874-4810
<b>Participant Accident Insurance (PAI)</b>	<b>Van Rin</b>	vrin@alliant.com	415-403-1408	415-874-4810
<b>Special Events Insurance</b>	<b>Van Rin</b>	vrin@alliant.com	415-403-1408	415-874-4810
<b>Foreign Travel Program</b>	<b>Stacey Weeks</b> Van Rin	sweeks@alliant.com vrin@alliant.com	415-403-1448 415-403-1408	415-874-4810 415-874-4810
<b>General Risk Management Questions</b>	<b>Mimi Long</b> <b>Van Rin</b> <b>Hsan Htein</b> Daniel Howell	mlong@alliant.com vrin@alliant.com hhtein@alliant.com dhowell@alliant.com	415-403-1423 415-403-1408 415-403-1452 415-403-1426	415-874-4810 415-874-4810 415-874-4810 415-874-4810
<b>Workers' Compensation Claims Consultant</b>	<b>Jacki Graf</b>	jgraf@alliant.com	415-403-1438	415-874-4810
<b>Form 700</b>	<b>Tevea Him</b>	thim@alliant.com	415-403-1416	
<b>CSU Chancellor's Office</b>				
<b>CSU Chancellor's Office</b>	<b>Charlene Minnick</b> <b>Zachary Gifford</b> Rebecca Skidmore Leona Ching Alice Kim Kelly Cox Mandy Wong Rima Tanuwidjaja Robert Eaton Audra Reed William Hsu	cminnick@calstate.edu zgifford@calstate.edu rskidmore@calstate.edu lching@calstate.edu akim@calstate.edu kcox@calstate.edu mwong@calstate.edu rtanuwidjaja@calstate.edu reaton@calstate.edu areed@calstate.edu whsu@calstate.edu	562-951-4580 562-951-4568 562-951-4574 562-951-4580 562-951-4627 562-951-4611 562-951-4578 562-951-4621	562-951-4859 562-951-4859 562-951-4859 562-951-4859 562-951-4865 562-951-4865 562-951-4865 562-951-4856

## CONTACT LIST

Coverage	Contact	E-Mail Address	Office	Fax
<b>Loss Control Consultants</b>				
Alliant Risk Control Consulting	Brent Escoubas	bescoubas@alliant.com	949-260-5013	
TargetSolutions	Kelly Zielinski	kaz@targetsolutions.com	858-683-7229	858-487-8762
TargetSolutions	Liz Farzan	laf@targetsolutions.com	858-592-6880 Ext. 147	
TargetSolutions	Ashley Cole	alc@targetsolutions.com	858-638-7176	
<b>Unemployment &amp; Verification Solutions – Employers Edge</b>				
Unemployment Claims Operations, Claim Specialist	Vanessa Rodriguez	v.rodriquez@employersedge.com	720-891-4900 x144	720-420-7449
Hearing Coordination, Appellate Coordinator’s	Jamie Clark Jen Venable	j.clark@employersedge.com j.venable@employersedge.com	720-891-4900	
Account Management	Steve Bell	s.bell@employersedge.com	720-891-4900 x101	720-420-7431
Alteranate Account Management Contact, Direct of Client Services	Angie Hansen	a.hansen@employersedge.com	720-891-4900 x116	
<b>Human Resources Consulting – Employers Group</b>				
Helpline	Mark Nelson Kimberly Nwamanna	mnelson@employersgroup.com knwamanna@employersgroup.com	213-765-3952 213-765-3982	
Client Service	Bill Stephens	bstephens@employersgroup.com	805-807-9922	213-226-0216
Reference Library	Robert Campbell	rcampbell@employersgroup.com	800-748-8484 Ext. 3430	
Unemployment Questions	Ryan Farias	rfarias@employersgroup.com	213-709-4143	
Affirmative Action Plans	Suzanne Oliva	soliva@employersgroup.com	213-765-3918	
Leave Management	Kimberly Nwamanna	knwamanna@employersgroup.com	213-765-3982	
Research and Surveys	Juan Garcia	jgarcia@employersgroup.com	213-765-3969	
Employer Advocacy	Ken Tiratira	ktiratira@employersgroup.com	213-765-3915	

## **AORMA TRAVEL REIMBURSEMENT POLICY**

**ISSUE:** Reasonable expenses associated with your travel to and from this meeting are reimbursable by CSURMA. Attached for your review is Policy & Procedure A-7 – CSURMA AORMA Travel Reimbursement Policy.

**RECOMMENDATION:** No action is requested on this item.

**FISCAL IMPACT:** None.

**BACKGROUND:** Please contact Mimi Long should you have any questions regarding your travel expenses.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. Policy & Procedure A-7 – CSURMA AORMA Travel Reimbursement Policy



## **CSURMA AORMA**

## **POLICY AND PROCEDURE NO. A-7**

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**SUBJECT:** CSURMA AORMA TRAVEL REIMBURSEMENT  
POLICY

**ADOPTED:** MARCH 21, 2013

**EFFECTIVE:** MARCH 21, 2013

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### **PURPOSE:**

CSURMA AORMA members benefit from the work of their elected and appointed representatives who give their time to participate in the governance and development of CSURMA programs. Committee Member in person attendance at the AORMA Committee, standing committee meetings and task group meetings is preferred. This Policy and Procedure is intended to formalize the prior existing practices of CSURMA.

### **POLICY:**

It is the policy of the CSURMA AORMA Committee that reasonable and actual expenses incurred by AUTHORIZED TRAVELERS for COVERED PURPOSES related to operation of CSURMA's programs shall be reimbursed. The method of approving travel, and reporting and calculating the reimbursable amount shall be in accordance with the travel reimbursement policy of the California State University or the AUTHORIZED TRAVELER's member auxiliary organization at the time of the travel.

### **PROCEDURE:**

1. Reimbursement requests will be reported on the AUTHORIZED TRAVELER's completed State of California – Travel Expense Claim form or the form utilized by the AUTHORIZED TRAVELER'S member auxiliary organization. The claim form should be forwarded to the AUTHORIZED TRAVELER's member auxiliary organization accounting department for reimbursement. The member auxiliary organization's accounting department should then seek reimbursement from CSURMA.
2. The AORMA Committee Member's accounting department should send the following documents to CSURMA c/o the Systemwide Office of Risk Management:
  - a) Invoices for all reasonable expenses
  - b) Completed State of California (or AUTHORIZED TRAVELER's member auxiliary organization) – Travel Expense Claim form
  - c) Documentation of the purpose of the travel such as a copy of the agenda, presentation, etc. for the COVERED PURPOSE that the COVERED TRAVELER attended.



**DEFINITIONS:**

**AUTHORIZED TRAVELERS** – includes AORMA Committee members and officers, standing committee members and participants in duly established task groups. Other persons traveling on CSURMA AORMA related travel shall be reimbursed pursuant to this P&P No. A-7 as agreed under separate agreement in advance of the travel. Independent consultants shall not be considered **AUTHORIZED TRAVELERS** under this P&P No. A-7 and any travel expenses incurred by independent consultants may be reimbursed as provided under separate consulting agreements.

**COVERED EXPENSES** – includes reasonable expenses incurred by the **AUTHORIZED TRAVELER** as provided under the travel reimbursement policy of the California State University or the traveler’s CSURMA member auxiliary organization travel reimbursement policy requirements.

**COVERED PURPOSES** – covered purposes shall include attendance at meetings of the CSURMA AORMA Committee, standing committees, task group meetings, program presentations, member meetings, and approved professional development trainings. Any other **COVERED PURPOSES** must be approved for reimbursement by the AORMA Committee. The AORMA Committee Chair or designee is expected to attend the AOA Executive Committee meetings as the representative of the AORMA Committee and therefore reasonable expenses associated with travel to and from as well as participation in the AOA Executive Committee meetings are reimbursable by CSURMA. If a there is travel to an event that would otherwise be a **COVERED PURPOSE** in conjunction with another event the **AUTHORIZED TRAVELER** would otherwise attend such as the AOA Annual Conference or the CSURMA Fitting the Pieces Together Conference, the **AUTHORIZED TRAVELER** is eligible for reimbursement of **COVERED EXPENSES** to attend the **COVERED PURPOSE** meeting only and there will be no CSURMA reimbursement of the expenses the **AUTHORIZED TRAVELER** would have normally incurred to attend the AOA Annual Conference or the CSURMA Fitting the Pieces Together Conference.

## **CSURMA AORMA COMMITTEE CONTACT LIST**

**ISSUE:** Attached for the Committee's review are the AORMA Committee and Standing Committee Membership Roster Contact List.

**RECOMMENDATION:** It is recommended that the Committee Members review the contact information for accuracy and report any changes or corrections to Staff.

**FISCAL IMPACT:** None.

**BACKGROUND:** Contact lists are provided at every meeting.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. AORMA Committee Roster - Effective at 7-01-13

**AORMA Committee**  
**Ten voting members - two alternates - twelve members total**  
**Effective at July 1, 2013**

Committee	Seat	Member	Position	Campus	Type of Auxiliary	E-Mail	Telephone Number
AORMA	Chair	Dwayne Brummett	Director of Business Services	San Luis Obispo	Associated Students, Inc., Cal Poly San Luis Obispo	dbrummet@calpoly.edu	805-756-5768
AORMA	Vice Chair	Robert de Wit	Chief Financial Officer	Long Beach	Forty-Niner Shops, Inc., CSU Long Beach	rdewit@csulb.edu	562-985-5549
AORMA	Past Chair	Kurt Borsting	Director, Titan Student Centers	Fullerton	Associated Students, California State University, Fullerton, Inc.	kborsting@fullerton.edu	657-278-4214
AORMA	Ex Officio	Pat Worley	Executive Director	Sacramento	Associated Students of California State University, Sacramento	pcworley@csus.edu	916-278-7290
AORMA	At Large	Brian Nowlin	Chief Operating Officer	Long Beach	California State University, Long Beach Research Foundation	Brian.Nowlin@csulb.edu	562-985-4690
AORMA	At Large	Frank Mumford	Executive Director	Fullerton	CSU Fullerton Auxiliary Services Corporation	fmumford@fullerton.edu	657-278-4101
AORMA	At Large	Gigi Kiama	Human Resources Manager	Monterey Bay	The University Corporation at Monterey Bay	gkiama@csumb.edu	831-582-4301
AORMA	At Large	Guy Dalpe	Managing Director	San Francisco	Cesar Chavez Student Center, San Francisco State University	gdalpe@sfsu.edu	415-338-1044
AORMA	At Large	Leslie Davis	Executive Director	Sacramento	University Union Operation of CSUS, Inc.	leslied@saclink.csus.edu	916-278-2904
AORMA	At Large	Keith Kompsi	Director, Foundation Financial Services	Fresno	Fresno Association, Inc., CSU Fresno	kkompsi@csufresno.edu	559-278-0838
AORMA	At Large	Haleh Minakary	General Business Manager	Pomona	The Cal Poly Pomona Foundation, Inc.	hminakary@csupomona.edu	909-869-2910
AORMA	At Large	Melinda Coil	Chief Financial Officer	San Diego	San Diego State University Research Foundation	mcoil@foundation.sdsu.edu	619-594-1076

**Member Services, Loss Control & Training Committee**  
**Minimum of five members - at least two of whom are AORMA Committee members**

Committee	Seat	Member	Position	Campus	Type of Auxiliary	E-Mail	Telephone Number
MSLCTC	Chair	Melinda Coil	Chief Financial Officer	San Diego	San Diego State University Research Foundation	mcoil@foundation.sdsu.edu	619-594-1076
MSLCTC	At Large	Dwayne Brummett	Director of Business Services	San Luis Obispo	Associated Students, Inc., Cal Poly San Luis Obispo	dbrummet@calpoly.edu	805-756-5768
MSLCTC	At Large	Kristin Kelly	Associate Director	San Jose	The Student Union of San Jose State University	kristin.kelly@sjsu.edu	408-924-6315
MSLCTC	At Large	Arnecia Bryant	Associate Director, Operations	Dominguez Hills	The Donald P. and Katherine B. Loker University Student Union, Inc.	abryant@csudh.edu	310-243-3854
MSLCTC	At Large	Dennis Miller	Director, Employment Services	Pomona	The Cal Poly Pomona Foundation, Inc.	dennismiller@csupomona.edu	909-869-2958
MSLCTC	At Large	Debbie Adishian-Astone	Executive Director	Fresno	CSU Fresno Association, Inc.	debbiea@csufresno.edu	559-278-0802
MSLCTC	At Large	Raven Tyson	Contracts & Risk Management Coordinator	San Diego	Associated Students of San Diego State University	raven.tyson@sdsu.edu	619-594-3760

**Programs Committee**  
**Minimum of five members - at least two of whom are AORMA Committee members**

Committee	Seat	Member	Position	Campus	Type of Auxiliary	E-Mail	Telephone Number
PC	Chair	Guy Dalpe	Managing Director	San Francisco	Cesar Chavez Student Center, San Francisco State University	gdalpe@sfsu.edu	415-338-1044
PC	At Large	Kurt Borsting	Director, Titan Student Centers	Fullerton	Associated Students, California State University, Fullerton, Inc.	kborsting@fullerton.edu	657-278-4214
PC	At Large	Gigi Kiama	Human Resources Manager	Monterey Bay	University Corporation, CSU Monterey Bay	gkiama@csumb.edu	831-582-4301
PC	At Large	Mark Day	Executive Director	San Bernardino	Santos Manuel Student Union of California State University, San Bernardino	mday@csusb.edu	909-537-7201
PC	At Large	Haleh Minakary	General Business Manager	Pomona	The Cal Poly Pomona Foundation, Inc.	hminakary@csupomona.edu	909-869-2910

*AORMA Committee Chair serves for a period of four years - Vice Chair, to Chair, to Past President, to Ex-Officio.*

*Standing Committee Chair serves a one-year term, is appointed by the AORMA Committee Chair, and must be an AORMA Committee member.*

*AORMA Committee and Standing Committee members may serve a maximum of three consecutive two-year terms (total six years).*

Size of Campus: small - less than 10,000 FTE; medium - between 10,000 and 20,000 FTE; large - more than 20,000 FTE

**FY 13/14 AORMA LONG RANGE ACTION PLAN**

**ISSUE:** The Program Administrator includes a copy of the current AORMA Long Range Action Plan in every agenda.

**RECOMMENDATION:** No action is requested; this item is for information only.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. FY 13/14 AORMA Long Range Action Plan

## CSURMA AORMA FY 13/14 - LONG RANGE ACTION PLAN

#	RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<b>AORMA COMMITTEE</b>				
A-1	<b>WORKERS' COMPENSATION POLICIES AND PROCEDURES</b>			
	Staff (Alliant)	Review all workers' compensation policies and procedures and recommend revisions as necessary.	January, 2014	
	PC	Review all workers' compensation policies and procedures and recommend approval to the AORMA Committee, with revisions as appropriate.	February 2, 2014	
	AORMA Committee	Review and approve revisions to the workers' compensation policies and procedures.	March 20, 2014	

## CSURMA AORMA FY 13/14 - LONG RANGE ACTION PLAN

	RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<b>PROGRAMS COMMITTEE</b>				
P-1	<b>WORKERS' COMPENSATION PROGRAM RATES</b>			
	PC	Discuss actuary's comments regarding AORMA six workers' compensation class codes. Review WCIRB rates as a replacement for the AORMA combined rates.	December 12, 2013	
	Staff (Alliant)	Code all losses on the workers' compensation loss run @12/31/13 using the new WCIRB class code and AORMA class code.	May, 2014	
P-2	<b>PROPERTY AND CRIME PROGRAMS – MEMBER ALLOCATION FORMULAS (for FY 14/15 term)</b>			
	PC	Discuss current rating and allocation methodology	January 3, 2013	Completed
	PC	Review alternative rating and allocation methodologies (first review)	April 18, 2013	Completed
	PC	Review alternative rating and allocation methodologies (second review)	June 6, 2013	Completed
	PC	Review alternative rating and allocation methodologies (third review)	June 27, 2013	Completed
	AORMA Officers	Review alternative rating and allocation methodologies and make recommendations to the PC	July 10, 2013	Completed
	PC	Review and approve <b>final</b> revised rating and allocation methodology	August 8, 2013	Completed
	AORMA Committee	Review and approve <b>final</b> revised rating and allocation methodology	September 11, 2013	Completed
	PC	Review and recommend approval of Policy and Procedures P-1 and C-1	October 3, 2013	Completed
	AORMA Committee	Review and approve Policy and Procedures P-1 and C-1	November 6, 2013	Completed and Approved
	PC	Review revisions to the FY 14/15 MOC for the Property and Crime Programs	February 6, 2014	
	Staff (Alliant)	Notify AO's of their new premium allocation	January 31, 2014	
	AORMA Committee	Approval of revisions to the FY 14/15 MOC for the Property and Crime Programs	March 20, 2014	

## CSURMA AORMA FY 13/14 - LONG RANGE ACTION PLAN

#	RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<b>PROGRAMS COMMITTEE</b>				
P-3	<b>LIABILITY PROGRAM MEMBER ALLOCATION FORMULA (for FY 15/16 term)</b>			
	PC	Discuss current liability program member allocation formula and alternative allocation formulas	December 12, 2013	
	PC	Review alternative member allocation formula (first review)	February 6, 2014	
	PC	Review alternative member allocation formula (second review)	April 10, 2014	
	AORMA Officers	Review alternative member allocation formula	July, 2014	
	AORMA Committee	Review and approve modifications to the liability program member allocation formula.	September 11, 2014	

## CSURMA AORMA FY 13/14 - LONG RANGE ACTION PLAN

#	RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<b>MEMBER SERVICES, LOSS CONTROL AND TRAINING COMMITTEE</b>				
<b>M-1 RISK REDUCTION MATCHING GRANT PROGRAM (for FY 13/14)</b>				
	MSLCTC	Approval of Formal Policy and Procedure for the Risk Reduction Matching Grant Program	February 4, 2013	Completed
	AORMA Committee	Approval of Formal Policy and Procedure for the Risk Reduction Matching Grant Program	March 21, 2013	Completed
	MSLCTC	Review Workers' Compensation and Liability claims information @ 12/31/12 and determine criteria for matching grant program	February 4, 2013	Completed
	Staff (Alliant)	Send out notification to AORMA members of the grant criteria and solicit participants	June, 2013	Completed
	MSLCTC	Review grant applications received; approve participants	August, 2013	Completed
	MSLCTC	Review Policy and Procedure A-6 and update the grant criteria and qualifications as appropriate	November 18, 2013	Completed
	Staff	Review loss runs and recommend three to five risk reduction grant project for FY 14/15	January, 2014	
	MSLCTC	Review grant project ideas for FY 14/15. Approve grant for FY 14/15	February 3, 2014	
	AORMA Committee	Approval of revisions to Policy and Procedure A-6, if required	March 20, 2014	
<b>M-2 AORMA SMART PHONE APPLICATION</b>				
	MSLCTC	Review of AORMA Smartphone App	November 18, 2014	Completed
	AORMA Chair	Announcement of AORMA Smartphone App at AoA Conference	January, 2014	
<b>M-3 SHOES FOR CREWS</b>				
	MSLCTC	Discuss Shoes for Crews AORMA program	November 18, 2013	Completed
	Staff	Provide redacted loss information to Shoes for Crews for corporation program proposals	November, 2013	
	Staff	Announce the formation of the Shoes for Crews program and distribute information to the AORMA members	January, 2014	

## CSURMA AORMA FY 13/14 - LONG RANGE ACTION PLAN

#	RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
<b>MEMBER SERVICES, LOSS CONTROL AND TRAINING COMMITTEE</b>				
<b>M-4 INSURANCE REQUIREMENTS FOR SPONSORED PROGRAMS / GRANTS AND CONTRACTS</b>				
	MSLCTC	Review of proposed Insurance Requirement for Sponsored Programs / Grants and Contracts	February 3, 2014	
	AORMA Committee	Review and approval of Insurance Requirements for Sponsored Programs / Grants and Contracts	March 21, 2014	
	Staff (Alliant)	Update AORMA Toolkit with approved Insurance Requirements for Sponsored Programs / Grants and Contracts	April, 2014	
	Staff (Alliant)	Send out AORMA Bulletin notifying members	April, 2014	
<b>M-5 ON-LINE SAFETY TRAINING</b>				
	MSLCTC	Continue to monitor on-line safety training through SkillSoft	November 5, 2012	Completed
	MSLCTC	Review optional on-line safety training through SkillSoft; provide recommendation to the AORMA Committee. The MSLCTC is not recommending that the on-line training services be changed at this time.	February 4, 2013	Completed
	AORMA Committee	If applicable, approve contract with SkillSoft	March 21, 2013	Project Terminated
	Staff (Alliant)	If applicable, give notice of contract termination to TargetSolutions (60 days in advance of 7/01 renewal). Will review again in FY 13/14.	April 1, 2013	Project Terminated
	AOA HR Committee	David Kervella from the CSU Office of the Chancellor will provide a demonstration of the new Campus on-line training platform provided by SkillSoft and LawRoom.	July 26, 2013	Completed
	CSU Systemwide Professional Development Staff	Design an access hub for AORMA members to preview platform.	September, 2013	Still in process
	AORMA Members	Preview on-line training platform and provide recommendation to the MSLCTC for future utilization.	January, 2014	
	MSLCTC	Provide recommendation to the AORMA Committee regarding renewal of the current TargetSolutions contract or utilization of SkillSoft / LawRoom	February 3, 2014	

## CSURMA AORMA FY 13/14 - LONG RANGE ACTION PLAN

#	RESPONSIBLE ENTITY	ACTION/RESPONSIBILITY	DEADLINE	STATUS
		effective July 1, 2014.		
M-6	<b>PRAESIDIUM CONTRACT – MANAGING THE RISK OF MINORS ON CAMPUS</b>			
	MSLCTC	Review and evaluate services offered through Praesidium and provide a recommendation to the AORMA Committee for approval	November 18, 2013	Completed
	AORMA Committee	Approve services provided by Praesidium	December 5, 2013	
M-7	<b>PROCEDURES AND PRACTICES AUDIT OF AUXILIARY’S HUMAN RESOURCES AND PAYROLL FUNCTIONS</b>			
	MSLCTC	Discuss the idea of contracting with an outside vendor who could audit an auxiliary’s human resources and payroll procedures and practices	November 18, 2013	Completed
	AOA HR Committee	Discuss the idea of contracting with an outside vendor who could audit an auxiliary’s human resources and payroll procedures and practices	January, 2014	