

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.

Per Government Code section 54954.2, persons requesting disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, are requested to contact Alliant at (415) 403-1400 twenty-four hours in advance of the meeting. Entrance to the meeting location requires routine provision of identification to building security. However, CSURMA does not require any member of the public to register his or her name or to provide other information, as a condition to attendance at any public meeting and will not inquire of building security concerning information so provided. See Government Code section 54953.3.

Date & Time:	May 2, 2025 – 8:30 AM to 10:30 AM		
Primary Location:	CSU Chancellor's Office, Munitz Room 401 Golden Shore Long Beach, CA 90802	Zoom Chat:	https://alliantinsurance.zoom.us/j/98400327467
		Teleconference:	1-669-900-6833
		Meeting Number:	984 0032 7467
		Passcode:	478923

A = Action Item / I = Informational Item

A. Call to Order

- Approval of the Agenda** A p. 5
The Committee will be asked to approve the agenda order.

B. Public Comments

C. Consent Calendar

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is asked to take action on the consent calendar items as a group, except that a member may request that an item be withdrawn from the Consent Calendar for discussion and action.

- Approval of Minutes – March 6-7, 2025** A p. 6
The Committee will be asked to approve the minutes from their last meeting.

A Public Entity Joint Powers Authority

CSURMA Executive Committee Meeting Agenda “This is an Open Public Meeting”

- | | |
|---|---|
| <p>2. Financial Report</p> <p>a. Financial Statement at March 31, 2025
The Committee will be asked to review and accept the unaudited Financial Statement.</p> <p>b. Treasurer’s Quarterly Investment Report at March 31, 2025
The Committee will be asked to review and accept the Treasurer’s Quarterly Investment Report.</p> | <p>A <i>p. 15</i></p> <p>A <i>p. 28</i></p> |
| <p>3. CSURMA Operating Budget for FY 25/26
The Committee will be asked to recommend approval of the revised Budget to the Board of Directors.</p> | <p>A <i>p. 35</i></p> |
| <p>4. Chancellor’s Office Overhead Costs for FY 25/26
The Committee will be asked to approve the 25/26 Chancellor’s Office Overhead Costs for CSURMA</p> | <p>A <i>p. 68</i></p> |

D. General Administration

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- | | |
|---|---------------------------------|
| <p>1. FY 2025/26 Long Range Action Plan
The Committee will be asked to review and approve the FY 25/26 Long Range Action Plan.</p> | <p>A <i>p. 72</i></p> |
| <p>2. Excess Insurance Renewals and Underwriter Meetings Report
The Committee will receive a report on the renewals of the excess insurance policies. Renewal of the insurance programs is delegated to the Treasurer and Secretary-Auditor under Policy and Procedure No. 15.</p> | <p>I <i>p. 75</i></p> |
| <p>3. PRISM Workers’ Compensation Renewal
The Committee will be asked to take action to set the primary workers’ compensation rates for PRISM for FY 25/26.</p> | <p>A <i>p. 76</i></p> |
| <p>4. Evident ID
The Committee will be asked to consider approving services with Evident ID and to delegate authority to the Treasurer and Secretary-Auditor, in conjunction with General Counsel, to finalize the agreement.</p> | <p>A <i>p. 78</i></p> |
| <p>5. CSURMA Bylaws
The Committee will be asked to recommend approval of the revised CSURMA Bylaws to the Board.</p> | <p>A <i>p. 83</i></p> |

A Public Entity Joint Powers Authority

CSURMA Executive Committee Meeting Agenda “This is an Open Public Meeting”

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| 6. | Campus Liability Memorandum of Coverage (MOC)
The Committee will be asked to recommend approval of the revisions to the Campus Liability MOC to the Board of Directors. | A | p. 100 |
| 7. | Campus Property Memorandum of Coverage (MOC)
The Committee will be asked to recommend approval of the revisions to the Campus Property MOC to the Board of Directors. | A | p. 223 |
| 8. | CSURMA Risk Pool Funding Status and Cash Flow Obligations Report
The Committee will review the revised report which now includes cash flow obligations. | I | p. 224 |
| 9. | Formation of the International Student Health Insurance Program (iSHIP) Committee
The Committee will be asked to discuss and if appropriate approve formation of the iSHIP advisory committee. | A | p. 230 |
| 10. | Agility Recovery Contract Renewal
The Committee will be asked to consider renewing the current contract with Agility Recovery. | A | p. 261 |

E. Standing Committee Reports

- | | | | |
|----|---|---|--------|
| 1. | AIME Program Update
The Committee will receive a verbal report of the AIME programs. | I | p. 289 |
| 2. | AORMA Programs Update
The Committee will receive a verbal report on the AORMA programs. | I | p. 290 |

F. Closed Session

Pursuant to Cal. Gov. Code Sec. 11126(e)(1) & 11126(f)(1) – Action may be taken per Government Code Section 11126(e)(1) & 11126(f)(1). The matters below may be discussed. The Committee may take action or provide direction to Staff regarding the matters.

- | | | |
|----|---------------------|---|
| 1. | CPP Cal OSHA Matter | A |
| 2. | CSU v. SELF (1&2) | A |

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CSURMA Executive Committee Meeting Agenda “This is an Open Public Meeting”

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|-----|---|---|
| 3. | Vakilzadeh (Class Action) v. CSU | A |
| 4. | Shepler v. CSU | A |
| 5. | Krug (Class Action) v. CSU | A |
| 6. | In re Cal OSHA (CPP) | A |
| 7. | Lencioni v. CSU | A |
| 8. | Anders (Class Action) v. CSU | A |
| 9. | Marco v. CSU | A |
| 10. | Coverage re: Athletic Participation Proceedings | A |
| 11. | Bangura v. CSU | A |
| 12. | Kumar v. CSU | A |
| 13. | Rogers/Weber v. CSU | A |
| 14. | Doe (BM) v. CSU | A |

G. Information Item

- | | | | |
|----|--|---|--------|
| 1. | CSURMA Committee Member Professional Development
The Committee will receive website information for professional development training and conferences. | I | p. 291 |
| 2. | CSURMA Meeting Calendars
The Committee will review the current CSURMA Meeting Calendars. | I | p. 293 |
| 3. | CSURMA Administrative Service Calendar
The Committee will review the CSURMA Administrative Service Calendar. | I | p. 296 |
| 4. | CSURMA Executive Committee & Staff Contact List
The Committee will review the contact list, making revisions as appropriate. | I | p. 303 |

H. Adjournment

The next CSURMA Executive Committee meeting is scheduled for September 5, 2025 at the Alliant Insurance Services, Inc. (Dana Point Conference Room) 18100 Von Karman Avenue, 10th Floor, Irvine, CA. If you have questions regarding the agenda, please contact:
Mimi Long at mlong@alliant.com / (415) 403-1423 or Tevea Him at thim@alliant.com / (415) 403-1416

A Public Entity Joint Powers Authority

c/o Alliant Insurance Services, Inc. • 560 Mission Street, 6th Floor, San Francisco, CA 94105 • Phone: 415-403-1400 Fax: 415-402-0773

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 MINUTES – MARCH 6-7, 2025

ISSUE: The Executive Committee will be asked to review and approve the draft minutes of its March 6-7, 2025 meeting.

RECOMMENDATION: It is recommended that the Executive Committee approve the minutes from its March 6-7, 2025 meeting, including revisions as necessary.

FISCAL IMPACT: None.

BACKGROUND: The minutes reflect the action taken by the Executive Committee at its last meeting.

PUBLICATION: All CSURMA Executive Committee meeting minutes are posted on the CSURMA website once they are approved.

ATTACHMENT(S):

- a. CSURMA EC Meeting Minutes - March 6-7, 2025

**MINUTES OF THE
CSURMA EXECUTIVE COMMITTEE MEETING**

**ALLIANT SACRAMENTO OFFICE
2180 HARVARD STREET, SUITE 380 • SACRAMENTO, CA**

MARCH 6, 2024 AT 2:30 PM

MARCH 7, 2024 AT 8:30 AM

MEMBERS PRESENT

Scott Apel (Chair), California State University, Long Beach
Michael Beatty, San Francisco State University
Colin Donahue, California State University, Northridge (*joined at 2:49pm Day 1*)
Robert Eaton (Treasurer), CSU Office of the Chancellor, Financing, Treasury & Risk Management
(*left at 9am Day 2*)
Rose McAuliffe, California State University, Stanislaus
Bill Olmsted, University Union Operation of CSUS, Inc.
Lynniece Warren, California State University, San Bernardino (*joined at 3:00pm Day 1*)

MEMBERS ABSENT

Chuck Kissel, CSU Fullerton Auxiliary Services Corporation

STAFF, GUESTS & CONSULTANTS

Scott Bourdon, CSU Office of the Chancellor (*Day 2*)
Smey Chum, CSU Office of the Chancellor, Financial Services
Bryan Cogliano, Evident ID
David Gee, CSU Office of the Chancellor, Procurement Systems & Technology
Zachary Gifford, CSU Office of the Chancellor, Risk Management (*Day 2*)
Tevea Him, Alliant Insurance Services, Inc.
Daniel Howell, Alliant Insurance Services, Inc.
William Hsu, CSU Office of the Chancellor, Office of General Counsel
Deanna Jacona, Hudson Claims Consulting
Alice Kim, CSU Office of the Chancellor, Financial Services
Amy Lightner, Alliant Insurance Services, Inc.
Mimi Long, Alliant Insurance Services, Inc.
Jaime Thompson, CSU Office of the Chancellor, Office of General Counsel
Jody Van Leuven, CSU Office of the Chancellor, Risk Management
Robin Webb, CSU Office of the Chancellor, Office of General Counsel

A. CALL TO ORDER

The meeting was called to order at 2:34 PM by the Chair, Scott Apel.

A1. Approval of the Agenda

The following changes were made to the agenda:

- Move Item G3, Evident ID Presentation to Thursday at 3:00 PM,
- Move Closed Session to Thursday immediately following Item G3.

A motion was made to approve the revised agenda.

MOTION: Bill Olmstead

SECOND: Rose McAuliffe

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Mike Beatty	X			
Colin Donahue				X
Robert Eaton	X			
Chuck Kissel				X
Rose McAuliffe	X			
Bill Olmsted	X			
Lynniece Warren				X

Motion carried.

B. PUBLIC COMMENTS

Scott Apel announced his decision to appoint Rose McAuliffe to the Vice Chair seat as the seat was vacated by Thom Davis.

There were no comments from members of the public.

C. CONSENT CALENDAR

C1. Approval of Minutes – January 13, 2025

C2a. Financial Reports: Draft Financial Statement at December 31, 2024

C2b. Financial Reports: Treasurer’s Quarterly Investment Report at December 31, 2024

C3. Annual Review of the CSURMA’s Data Security Policies

C4. Annual Review of the Applicable CSU Policies within the Business and Finance Section of the CSU Policy Library

C5. CSURMA Master Investment Policy and Related Investment Policies

C6. Chancellor’s Office Overhead Costs for FY 25/26

A motion was made to approve all items on the consent calendar.

MOTION: Michael Beatty

SECOND: Robert Eaton

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Mike Beatty	X			
Colin Donahue				X
Robert Eaton	X			
Chuck Kissel				X
Rose McAuliffe	X			
Bill Olmsted	X			
Lynniece Warren				X

Motion carried.

G3. Evident ID

David Gee and Bryan Cogliano provided a presentation on the services included within Evident ID as well as pricing options.

The Committee agreed to discuss this item again during tomorrow's meeting.

F. CLOSED SESSION

1. **CSU v. SELF**
2. **Rogers/Weber v. CSU (San B.), et al.**
3. **McAuliffe v. CSU (MB)**
4. **Ramos/Paredes adv. CSU (SJSU)**
5. **Coverage re: Athletics Participation Proceedings**
6. **Vakilzadeh v. CSU**

A motion was made to enter closed session at 3:16 AM.

MOTION: Michael Beatty

SECOND: Bill Olmstead

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Mike Beatty	X			
Colin Donahue	X			
Robert Eaton	X			
Chuck Kissel				X
Rose McAuliffe	X			
Bill Olmsted	X			
Lynniece Warren	X			

Motion carried.

The Committee came out of closed session at 3:48 PM. The Chair reported that no action was taken during closed session.

D. GENERAL ADMINISTRATION

D1. CSURMA Budget Variance Report at December 31, 2024

The Executive Committee reviewed the CSURMA Variance Report at December 31, which compares the actual expenditures and anticipated expenditures to the approved budget.

D2. FY 2025/26 CSURMA Operating Budget

The Executive Committee reviewed the draft FY 2025/26 CSURMA Operating Budget.

A motion was made to recommend to the Board of Directors adoption of the FY 2025/26 CSURMA Budget.

MOTION: Colin Donahue

SECOND: Bill Olmsted

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Mike Beatty	X			
Colin Donahue	X			
Robert Eaton	X			
Chuck Kissel				X
Rose McAuliffe	X			
Bill Olmsted	X			
Lynniece Warren	X			

Motion carried.

D3. Excess Insurance Renewals and Underwriter Meetings Report

Amy Lightner provided a summary of the expected reinsurance and excess insurance costs for the FY 25/26 CSURMA coverage programs.

D4. Review of Odd-Numbered CSURMA Policies and Procedures

The Committee reviewed all of CSURMA's odd-numbered Policies & Procedures and no revisions were recommended.

D5. Campus Liability Risk Pool Coverage and Funding for Claims Designated Systemwide and Extension Matters

Policy and Procedure No. 8 – Coverage Determinations and Administration Process for Claims Designated “Systemwide” or “Extension”, requires that the CSURMA Claims Manager annually prepare a report summarizing the number of Systemwide and Extension claims, including the total paid and total incurred. The Committee reviewed the report showing the following:

1. All Claims
2. All Systemwide Claims
3. All Extension Claims
4. All Systemwide that are also Extension Claims

D6. Combat Sports Claim Review

The Committee reviewed the Combat Sport census which shows that seven CSU campuses have a Combat Sports program. The Committee discussed the potential exposure to CSURMA from these programs and directed Staff add Combat Sports to the 2025/26 Long Range Action Plan.

D7. Appointment of 2025 Rating Plan Task Group

The Chair appointed Lynniece Warren, Rose McAuliffe, Colin Donahue and Zachary Gifford to serve on the RPTG. The first meeting of the RPTG will be in July, in-person, at a location to be determined. The RPTG will evaluate the rating plans for the following coverage programs:

1. Workers’ Compensation
2. General Liability, Errors & Omissions Liability, Employment Practices Liability
3. Property
4. Industrial Disability Leave, Non-Industrial Disability Insurance, Unemployment Insurance (IDL/NDI/UI)
5. Automobile Liability
6. Athletic Injury Medical Expense (AIME)

D8. PRISM Workers’ Compensation Renewal

No action was taken as the amended rates for a new two-year commitment were not received prior to this meeting. The amended rates will be presented at the May Executive Committee meeting.

This item is tabled to the May 2025 Executive Committee meeting.

D9. Liability Claims Administration Audit Services

In accordance with Policy and Procedure No. 5, CSURMA’s third-party claims administrators are audited periodically to ensure members receive high quality claims services. Policy and Procedure No. 5 specifies that the audits are to be conducted biennially.

The pricing for the Campus and AORMA liability claim audits will remain the same at \$5,000 and \$6,500, respectively. The cost for the AIME claims audit is expected to be no more than \$11,000.

A motion was made to approve funding of the audit of the claims administration for the Campus Liability Program, AORMA Liability Program and AIME Medical Expense Programs at a cost not to exceed \$22,500.

MOTION: Robert Eaton

SECOND: Bill Olmsted

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Mike Beatty	X			
Colin Donahue	X			
Robert Eaton	X			
Chuck Kissel				X
Rose McAuliffe	X			
Bill Olmsted	X			
Lynniece Warren	X			

Motion carried.

E. STANDING COMMITTEE REPORTS

E1. AIME Program Update

Michael Beatty provided an overview of the current activity within the AIME program.

E2. AORMA Programs Update

Bill Olmsted noted AORMA Committee had not met since the last Executive Committee meeting.

The meeting was adjourned for the day at 4:40 PM.

The meeting was reconvened and called to order at 8:31 AM on March 7, 2025.

G. LONG RANGE ACTION PLANNING

G1. Review of CSURMA FY 2024/25 Long Range Action Plan

The Executive Committee reviewed the items on the FY 2024/25 Long Range Action Plan.

LRP-1: Injunctive Relief. Completed

LRP-2: Property Underwriting Process to Increase Deductibles for Repeat Claims (based on type of claim or at the same facility). Completed

LRP-3: International Program Student Health. Completed

LRP-4: Energized Equipment. Move to the FY 25/26 Long Range Action Plan

LRP-5: Analysis of Retained Property Losses to Prevent/Mitigate Future Losses. Completed

LRP-6: CSURMA Communication of Risk Management Available Resources. Completed

LRP-7: Create Acceptance of Risk / Informed Consent Document to be Use When Students are Engaged in Experiential Learning. Move to the FY 25/26 Long Range Action Plan

LRP-8: Property and Casualty - Identify the Top Good Things Impacting Risk and Top Wish List. Completed

G2. Campus Risk Pools Funding Status

The Committee reviewed the Risk Pools Funding Status report. The Program Administrator was directed to provide this report based on a “cash basis” as well as a “fund balance basis”.

G3. Evident ID

After discussing this item in more detail, the Committee directed the Program Administrator to add the Evident ID costs to the FY 25/26 CSURMA Budget, allocating the cost between the Campus Liability Program and the AORMA Liability Program, based on each program’s percentage of the total CSURMA Liability Program contributions.

G4. CSURMA Property Program (Campus and AORMA) Third-Party Claims Administration

The Campus and AORMA Property Program risk pool limits have increased which results in the majority of all claim costs being paid by the risk pools rather than by excess insurers. Because of this, the excess insurers have stopped paying for the claims administration and instead are billing CSURMA directly.

Within the past seven months, July 1, 2024 to January 30, 2025, CSURMA Financial Services has paid property program claims administration fees totaling \$232,000; that is an average of \$33,143 per month. The actual paid costs are \$205,230 for Campus and \$26,770 for AORMA. Within the CSURMA budget a cost of \$397,716 is anticipated for FY 24/25 and budgeted for FY 25/26. The fee is split by 75% for Campus and 25% for AORMA.

A motion was made to direct the Program Administrator to send out an RFP for claims administration of the property program.

MOTION: Scott Apel

SECOND: Rose McAuliffe

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Mike Beatty	X			
Colin Donahue	X			
Robert Eaton				X
Chuck Kissel				X
Rose McAuliffe	X			
Bill Olmsted	X			
Lynniece Warren	X			

Motion carried.

G5. Development of New Programs, Services and Projects

G6. Development of CSURMA Goals for Next One to Three Years

The Executive Committee identified the following projects to add to the FY 25/26 Long Range Action Plan:

1. Energized Equipment
2. Create Acceptance of Risk / Informed Consent Document to be Use When Students are Engaged in Experiential Learning.
3. Evident ID
4. Combat Sports
5. AI Campus Security Survey
6. Process for Identifying Complex Claims Process

H. INFORMATION ITEM

H1. CSURMA Committee Member Professional Development

H2. CSURMA Meeting Calendars

H3. CSURMA Administrative Service Calendar

H4. CSURMA Executive Committee & Staff Contact List

I. ADJOURNMENT

The meeting was adjourned at 9:33 AM.

FINANCIAL REPORT
DRAFT FINANCIAL STATEMENT AT MARCH 31, 2025

ISSUE: The Chancellor's Office Financial Services Accounting prepares Financial Statements for CSURMA. The Executive Committee is asked to review the Draft Financial Statement as a part of the Consent Calendar. The Chancellor's Office Finance Services Accounting will be available at the meeting to answer questions.

RECOMMENDATION: It is recommended that the Executive Committee review and accept the Draft Financial Statement at March 31, 2025 as a part of the consent calendar.

FISCAL IMPACT: None.

BACKGROUND: Financial Statements provide a status of CSURMA's financial position and are relied upon for decision making by the Executive Committee.

PUBLICATION: None.

ATTACHMENT(S):

- a. Draft Financial Statement at March 31, 2025

CSURMA QUARTERLY REPORT

March 31, 2025

CSURMA
Financial Statements Quarterly Review
March 31, 2025

Executive Summary

- Total current assets, cash and investments (SWIFT): \$34,661,582 (31% of total investments)
 - Currently within target range of 15-40%
- Total claims payments & legal expenses: \$49,663,171
 - On track to meet FY2024/25 budget of \$78,655,897
 - Includes \$3,434,000 in IDL/NDI/UI accrued expenses (estimated based on historical data)

Program Cash Deficits & Offsetting Assets | Statement of Net Position - Campus, AORMA, & Misc Programs

1. Campus Worker's Compensation | Cash deficit: \$11,026,270

- Offsetting assets:
 - Long-term investments: \$36,564,304
 - Accounts receivable: \$3,208,115
- Cause: \$7.50M Dividends payment and prefunding of new Worker's Compensation claim account.
- Recovery plan: Under discussion.

2. Auto Liability | Cash deficit: \$3,317,561

- Cause: Insurance premiums were paid in excess of the contributions collected from members.
- Recovery plan: None. Premiums for next year will address this.

3. AORMA UIP | Cash deficit: \$1,746,671

- Offsetting assets:
 - Long-term investments: \$3,268,830
- Cause: Timing difference between claim disbursements and quarterly billing.
- Recovery plan: None. Premiums for next year will address this.

4. Miscellaneous Purchased Insurance | Cash deficit: \$54,008

- Cause: Timing difference between CSU International Program insurance premium payment (\$190,000) and pending billing.
- Recovery plan: Expected to be reduced by year-end.

Budget Variances (>10% or \$100k threshold) | Budget v. Actual - SRECNP

Despite negative variances in some areas, the significant investment income has offset the impact. Overall, the financial position remains well-positioned.

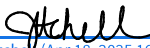
1. Positive Variances

- Investment Income
 - Amount: Exceeded budget by \$4.77 million (834%)
 - Reason: Increased portfolio earnings

Financial Services
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

2. Negative Variances

- Claims Management Information Systems
 - Amount: Exceeded budget by \$62,659 (132%)
 - Reason: OSHA per-user access fee increase (effective July 1, 2024)
- Actuarial Services
 - Amount: Exceeded budget by \$28,559 (202%)
 - Reason: Unbudgeted International Students Insurance Program (ISHIP) study costs, approved during September 2024 EC meeting.
- Miscellaneous program services
 - Amount: Exceeded budget by \$4.28 million
 - Reason: Due to the OCIP funds transfer to CO processed in December 2024.
- Dividend Distributions
 - Amount: Exceeded budget by \$9.90 million (98%)
 - Reason: Unbudgeted IDL/NDI/UI dividends and increased Worker's Compensation dividends, approved during September 2024 EC Meeting.
- Loss Control
 - Amount: Exceeded budget by \$566,439 (155%)
 - Reason: Prepayment for FY25/26 UC Risk & Safety Solution Subscription, approved during September 2018 EC meeting, and Unbudgeted AORMA property service fee, approved during March 2024 EC Meeting.
- Taxes, assessments & fees
 - Amount: Exceeded budget by \$92,175 (211%)
 - Reason: Unbudgeted FY24/25 California State Personnel Board's Appeals Division Hearing Office - Evidentiary cases.


Jeni Kitchell (Apr 18, 2025 16:21 PDT)

Jeni Kitchell

Assistant Vice Chancellor for Finance and Budget Administration/ Controller

Date 04/18/2025

California State University Risk Management Authority

Account Receivable Aging by Member

As of : March 31, 2025

	Campus	Member	Current	31-60	61-90	91-120	Over 121	Balance
b	MONTEREY BAY	UNIVERSITY CORP AT MONTEREY BAY					687,225	687,225
a	SAN LUIS OBISPO	CAL POLY CORPORATION		287				287
	POMONA	CAL POLY POMONA FOUNDATION INC.		60				60
a	HUMBOLDT	HUMBOLDT SU SPONSORED PROGRAM FOUNDATION		823	16,968		448	18,239
	SAN BERNARDINO	SANTOS MANUEL STUDENT UNION OF CSUSB		27				27
	SAN DIEGO	AZTEC SHOPS LTD		420				420
b	SACRAMENTO	CAPITAL PUBLIC RADIO					64,381	64,381
a	FRESNO	CSU FRESNO ATHLETIC CORPORATION		1,721				1,721
	NORTHRIDGE	ASSOC STUDENTS INC - CSU NORTHRIDGE		35,325				35,325
a	CHANNEL ISLAND	ASSOC STUDENTS INC - CSU CHANNEL ISLANDS		42				42
a	SAN BERNARDINO	CSUSB PHILANTHROPIC FDN		120				120
c		To accrue AORMA Property Assessment for FY25/26	485,223					485,223
c		To accrue AR Excess Amounts >125K as of 03.31.25	1,953,159					1,953,159
c		To accrue AR PRISM COVID Claims	146,468					146,468
c		To accrue AR for FY 24/25 Q3 Campus Deductible Recovery	2,622,516					2,622,516
c		To accrue AR for March 2025 PRISM Recoveries	1,291,462					1,291,462
c		To accrue AR for FY 24/25 Q3 AORMA Deductible Recovery	54,508					54,508
		Total	\$ 6,553,337	38,825	16,968	—	752,053	\$ 7,361,183

Notes pertaining to AORMA invoices & JE

- a Members have indicated that payment will be processed for over 30-day invoices
- b Invoice is being paid by installment.
- c Accrual JEs

California State University Risk Management Authority

Travel Expense Report

July 1, 2024 to March 31, 2025

Travel Dates	Traveler	Location	Purpose	Lodging	Meals & Incidentals	Transportation & Business Expenses	Concur Fees	Total Amount
06/12/24-06/13/24	Theisen, Andrew	Sacramento, CA	CalOES Workgroup Meeting	\$ —	—	59.50	4.50	\$ 64.00
08/14/24-08/15/24	Gifford, Zachary T	Sacramento, CA	PRISM Underwriting Committee	—	—	40.81	4.50	45.31
06/26/24-06/28/24	Castillo, Marissa Christine	Long Beach, CA	EHS Prof Dev Conference	462.60	115.00	360.46	—	938.06
02/15/24-02/16/24	Bourdon, Scott Matthew	San Francisco, CA	SFSU EHS RM & Auxiliaries Meetgs	—	—	190.78	4.50	195.28
07/10/24-07/10/24	Novak Brown, Jamie Jennifer	Universal City, CA	NBC Public Safety Day	—	—	36.85	—	36.85
07/15/24-07/18/24	Novak Brown, Jamie Jennifer	Fullerton, CA	CSUEM Conference 2024	—	—	115.24	—	115.24
07/25/24-07/31/24	Bourdon, Scott Matthew	Tampa, FL	CSHEMA Conference and Leadership	683.46	219.50	1,278.04	—	2,181.00
08/15/24-08/15/24	Gifford, Zachary T	Sacramento, CA	PRISM Underwriting Committee - Reimbursement	—	—	(101.14)	—	(101.14)
08/15/24-08/15/24	Gifford, Zachary T	Sacramento, CA	PRISM Underwriting Committee	—	—	60.33	—	60.33
05/01/24-05/01/24	Gifford, Zachary T	Sacramento, CA	PRISM Underwriting Committee	—	—	134.48	—	134.48
09/11/24-09/12/24	Novak Brown, Jamie Jennifer	Los Angeles, CA	2024 CSU Emergency Exercise	—	—	66.33	—	66.33
10/08/24-10/08/24	Novak Brown, Jamie Jennifer	Irwindale, CA	Civil Unrest Planning Workshop	—	—	40.20	—	40.20
10/22/24-10/22/24	Novak Brown, Jamie Jennifer	Irvine, CA	WVPP Training	—	—	35.51	—	35.51
10/21/24-10/22/24	Theisen, Andrew	Sacramento, CA	CalOES Continuity Workshop	127.14	84.00	480.95	4.50	696.59
10/31/24-10/31/24	Novak Brown, Jamie Jennifer	Northridge, CA	CSUN Preparedness Event	—	—	62.31	—	62.31
12/03/24-12/05/24	Novak Brown, Jamie Jennifer	San Luis Obispo, CA	Cal Poly SLO 2024 Exercise	—	—	216.93	—	216.93
01/12/25-01/14/25	Gifford, Zachary T	San Diego, CA	AOA speaking and AORMA Committee	583.80	—	249.80	—	833.60
01/13/25-01/13/25	Bourdon, Scott Matthew	San Diego, CA	AOA Conference Presentation	—	—	119.70	—	119.70
02/05/25-02/07/25	Novak Brown, Jamie Jennifer	Chico, CA	Chico State Policy Training	(468.16)	(170.00)	(335.62)	4.50	(969.28)
02/05/24-02/09/24	Gifford, Zachary T	Manhattan, NY	NYC - BDA U/W Meetings 2024/25	—	—	787.50	—	787.50
			TOTAL	\$ 1,388.84	248.50	3,898.96	22.50	\$ 5,558.80

California State University Risk Management Authority

Statement of Net Position - Campus Programs

As of 3/31/2025

(Unaudited)

	<u>Liability</u>	<u>Workers' Compensation</u>	<u>IDL/NDI/UI</u>	<u>Property</u>	<u>AIME</u>	<u>Auto Liability</u>	<u>Total Campus Programs</u>
Assets:							
Current assets:							
Cash and Investments	\$ 20,291,644	(11,026,270)	8,933,316	13,174,084	2,585,409	(3,317,561)	30,640,623
Accounts receivable	2,622,516	3,208,115	—	—	—	—	5,830,631
Reinsurance receivable	—	48,562	—	—	—	—	48,562
Prepaid insurance	—	—	—	—	—	—	—
Prepaid expense	—	1,795,000	—	—	800,241	—	2,595,241
Noncurrent assets:							
Other long-term investments	18,913,235	36,564,304	4,393,528	1,755,034	3,486,163	—	65,112,264
Capital assets, net	1,702,224	—	—	—	—	—	1,702,224
Total assets:	<u>\$ 43,529,619</u>	<u>30,589,712</u>	<u>13,326,844</u>	<u>14,929,118</u>	<u>6,871,813</u>	<u>(3,317,561)</u>	<u>105,929,546</u>
Liabilities:							
Current liabilities:							
Accounts payable	\$ 159,455	827,824	3,434,000	—	551,204	—	4,972,483
Unearned revenues	416,667	—	—	—	—	—	416,667
Interest Payable	11,833	—	—	—	—	—	11,833
SBITA liabilities - current portion	902,601	—	—	—	—	—	902,601
Reported claims, current	5,500,591	2,182,120	—	—	41,374	—	7,724,085
Claims incurred but not reported, current	9,642,380	521,211	—	—	1,118,227	—	11,281,818
Noncurrent liabilities:							
SBITA liabilities - net of current portion	155,440	—	—	—	—	—	155,440
Reported claims, noncurrent	10,733,550	4,258,069	—	—	80,736	—	15,072,355
Claims incurred but not reported, noncurrent	18,815,612	1,017,064	—	—	2,182,046	—	22,014,722
Total liabilities:	<u>46,338,129</u>	<u>8,806,288</u>	<u>3,434,000</u>	<u>—</u>	<u>3,973,587</u>	<u>—</u>	<u>62,552,005</u>
Fund balance	<u>(2,808,510)</u>	<u>21,783,424</u>	<u>9,892,844</u>	<u>14,929,118</u>	<u>2,898,225</u>	<u>(3,317,561)</u>	<u>43,377,541</u>
Total liabilities and fund balance	<u>\$ 43,529,619</u>	<u>30,589,712</u>	<u>13,326,844</u>	<u>14,929,118</u>	<u>6,871,813</u>	<u>(3,317,561)</u>	<u>105,929,546</u>

California State University Risk Management Authority

Statement of Net Position - AORMA Programs

As of 3/31/2025

(Unaudited)

	AORMA Liability	AORMA Workers' Comp	AORMA Property	AORMA Crime	AORMA UIP	Total AORMA Programs
Assets:						
Current assets:						
Cash and Investments	\$ 816,039	1,976,121	1,008,172	734,489	(1,746,671)	2,788,151
Accounts receivable	197,056	190,988	1,096,328	7,608	—	1,491,981
Reinsurance receivable	—	—	—	—	—	—
Prepaid insurance	—	—	—	—	—	—
Prepaid expense	168,702	155,000	—	—	—	323,702
Noncurrent assets:						
Other long-term investments	5,249,909	3,313,270	1,188,752	277,253	3,268,830	13,298,015
Capital assets, net	—	—	—	—	—	—
Total assets:	\$ 6,431,706	5,635,380	3,293,252	1,019,351	1,522,159	17,901,848
Liabilities:						
Current liabilities:						
Accounts payable	\$ 129,830	56,227	3,114	—	346,000	535,170
Unearned revenues	—	—	—	—	—	—
Interest Payable	—	—	—	—	—	—
SBITA liabilities - current portion	—	—	—	—	—	—
Reported claims, current	1,364,553	65,731	—	—	—	1,430,284
Claims incurred but not reported, current	1,216,851	38,958	—	—	—	1,255,809
Noncurrent liabilities:						
SBITA liabilities - net of current portion	—	—	—	—	—	—
Reported claims, noncurrent	2,662,714	128,264	—	—	—	2,790,978
Claims incurred but not reported, noncurrent	2,374,495	76,020	—	—	—	2,450,515
Total liabilities:	7,748,443	365,200	3,114	—	346,000	8,462,756
Fund balance	(1,316,736)	5,270,180	3,290,139	1,019,351	1,176,159	9,439,092
Total liabilities and fund balance	\$ 6,431,706	5,635,380	3,293,252	1,019,351	1,522,159	17,901,848

California State University Risk Management Authority

Statement of Net Position - Miscellaneous Programs

As of 3/31/2025

(Unaudited)

	Miscellaneous				Total	Grand Total
	Purchased	Club Sports	OCIP II	OCIP II B	Miscellaneous Programs	All Programs
Assets:						
Current assets:						
Cash and Investments	\$ (54,008)	1,286,817	—	—	1,232,809	34,661,582
Accounts receivable	3,246	35,325	—	—	38,571	7,361,183
Reinsurance receivable	—	—	—	—	—	48,562
Prepaid insurance	—	—	—	—	—	—
Prepaid expense	—	25,508	—	—	25,508	2,944,451
Noncurrent assets:						
Other long-term investments	—	107,764	—	—	107,764	78,518,043
Capital assets, net	—	—	—	—	—	1,702,224
Total assets:	\$ (50,763)	1,455,413	—	—	1,404,651	125,236,044
Liabilities:						
Current liabilities:						
Accounts payable	\$ 29,661	—	—	—	29,661	5,537,314
Unearned revenues	—	—	—	—	—	416,667
Interest Payable	—	—	—	—	—	11,833
SBITA liabilities - current portion	—	—	—	—	—	902,601
Reported claims, current	—	—	—	—	—	9,154,369
Claims incurred but not reported, current	—	—	—	—	—	12,537,627
Noncurrent liabilities:						
SBITA liabilities - net of current portion	—	—	—	—	—	155,440
Reported claims, noncurrent	—	—	—	—	—	17,863,333
Claims incurred but not reported, noncurrent	—	—	—	—	—	24,465,237
Total liabilities:	29,661	—	—	—	29,661	71,044,422
Fund balance	(80,424)	1,455,413	—	—	1,374,990	54,191,623
Total liabilities and fund balance	\$ (50,763)	1,455,413	—	—	1,404,651	125,236,044

California State University Risk Management Authority
Statement of Revenues, Expenses, and Changes in Net Position - Campus Programs
As of 3/31/2025
(Unaudited)

	Liability	Workers' Compensation	IDL/NDI/UI	Property	AIME	Auto Liability	Total Campus Programs
OPERATING REVENUES:							
Contributions	\$ 41,957,793	34,298,930	14,572,325	45,820,975	5,012,472	2,641,854	144,304,349
Reinsurance premiums	(2,548,944)	—	—	(27,425,434)	—	—	(29,974,378)
Total operating revenues:	39,408,849	34,298,930	14,572,325	18,395,541	5,012,472	2,641,854	114,329,971
OPERATING EXPENSES:							
DIRECT PROGRAM EXPENSES:							
Claims payment & legal expenses	14,355,424	12,523,025	11,525,390	2,688,042	3,661,973	—	44,753,855
Deductible recoveries	(5,761,090)	—	—	—	—	—	(5,761,090)
Claims administrators	—	3,366,574	65,353	—	240,000	—	3,671,927
Claims management information systems	74,430	140,019	—	23,970	—	—	238,420
Program administrator	227,841	623,562	143,898	191,865	11,991	—	1,199,157
Brokerage commissions	2,602,264	1,985	843	920,141	3,152	—	3,528,385
Insurance premiums	19,877,292	30,299,447	—	3,463,411	17,807	4,024,469	57,682,427
Taxes, assessments & fees	156,016	—	—	—	—	—	156,016
Actuarial services	33,122	5,220	—	1,024	5,220	—	44,586
Miscellaneous program services	2,000	—	—	—	—	—	2,000
Workshops/training	36,071	24,146	10,259	32,288	—	—	102,764
Loss control	1,386,398	67,105	—	44,148	—	—	1,497,651
Reinsurance/excess recoveries	(3,430,843)	(13,850,859)	—	—	—	—	(17,281,702)
Dividend distributions	(5,000,000)	7,587,762	2,313,401	—	—	—	4,901,163
Total direct program expenses:	24,558,927	40,787,986	14,059,144	7,364,889	3,940,143	4,024,469	94,735,559
GENERAL & ADMINISTRATIVE EXPENSES:							
Financial audit	7,510	6,188	2,629	8,274	904	—	25,505
Executive Committee & Board expenses	970	799	339	1,068	117	—	3,293
JPA insurance	10,359	8,535	3,626	11,413	1,247	—	35,179
Memberships, associations & dues	12,618	32,401	3,208	9,859	1,103	—	59,188
Chancellor's Office Overhead Costs	488,504	391,907	166,550	524,192	57,288	—	1,628,441
Miscellaneous indirect services	3,075	5,807	729	411	559	—	10,581
Total general & administrative expenses:	523,036	445,636	177,081	555,216	61,219	—	1,762,187
Total operating expenses:	25,081,963	41,233,622	14,236,225	7,920,105	4,001,362	4,024,469	96,497,746
NON-OPERATING REVENUES:							
Investment income (loss)	1,305,620	2,525,537	303,143	119,855	240,739	—	4,494,894
Transfers In(Out)	2,078,287	—	—	—	—	—	2,078,287
Total non-operating revenues:	3,383,907	2,525,537	303,143	119,855	240,739	—	6,573,181
BEGINNING RETAINED EARNINGS	(20,519,303)	26,192,579	9,253,602	4,333,828	1,646,376	(1,934,946)	18,972,136
NET SURPLUS(DEFICIT)	17,710,793	(4,409,155)	639,243	10,595,290	1,251,849	(1,382,615)	24,405,405
ENDING RETAINED EARNINGS	\$ (2,808,510)	21,783,424	9,892,844	14,929,118	2,898,225	(3,317,561)	43,377,541

California State University Risk Management Authority
Statement of Revenues, Expenses, and Changes in Net Position - AORMA Programs
As of 3/31/2025
(Unaudited)

	AORMA Liability	AORMA Workers' Comp	AORMA Property	AORMA Crime	AORMA UIP	Total AORMA Programs
OPERATING REVENUES:						
Contributions	\$ 8,358,608	2,856,017	11,795,074	477,984	807,767	24,295,450
Reinsurance premiums	(3,578,770)	—	(8,547,320)	—	—	(12,126,090)
Total operating revenues:	4,779,839	2,856,017	3,247,754	477,984	807,767	12,169,360
OPERATING EXPENSES:						
DIRECT PROGRAM EXPENSES:						
Claims payment & legal expenses	2,723,593	1,011,411	55,475	—	1,098,963	4,889,442
Deductible recoveries	(125,929)	—	—	—	—	(125,929)
Claims administrators	13,000	332,030	—	—	17,033	362,063
Claims management information systems	4,811	11,488	5,601	—	—	21,900
Program administrator	535,359	330,328	216,423	22,782	34,172	1,139,064
Brokerage commissions	587,447	202	249,291	26,849	51	863,840
Insurance premiums	1,447,000	2,900,744	310,733	249,919	—	4,908,395
Taxes, assessments & fees	—	19,014	—	—	—	19,014
Actuarial services	5,220	5,629	1,024	—	—	11,873
Miscellaneous program services	—	—	—	—	—	—
Workshops/training	38,494	15,480	49,355	2,116	1,080	106,524
Loss control	52,826	22,119	20,952	—	—	95,897
Reinsurance/excess recoveries	—	(937,280)	—	—	—	(937,280)
Program committee	2,057	861	2,747	118	216	5,999
Dividend distributions	—	—	—	—	—	—
Total direct program expenses:	5,283,879	3,712,026	911,600	301,784	1,151,515	11,360,804
GENERAL & ADMINISTRATIVE EXPENSES:						
Financial audit	1,507	631	2,011	86	158	4,393
Executive Committee & Board expenses	195	81	260	11	20	567
JPA insurance	3,495	1,463	4,665	200	367	10,190
Memberships, associations & dues	—	2,755	—	—	—	2,755
Chancellor's Office Overhead Costs	95,446	39,964	127,422	5,463	10,020	278,315
Miscellaneous indirect services	844	527	219	45	513	2,147
Total general & administrative expenses:	101,485	45,422	134,577	5,805	11,078	298,367
Total operating expenses:	5,385,365	3,757,448	1,046,177	307,589	1,162,593	11,659,171
NON-OPERATING REVENUES:						
Investment income (loss)	362,511	228,839	81,798	19,143	225,849	918,141
Total non-operating revenues:	362,511	228,839	81,798	19,143	225,849	918,141
BEGINNING RETAINED EARNINGS	(1,073,721)	5,942,772	1,006,764	829,812	1,305,136	8,010,762
NET SURPLUS(DEFICIT)	(243,015)	(672,592)	2,283,375	189,539	(128,976)	1,428,330
ENDING RETAINED EARNINGS	\$ (1,316,736)	5,270,180	3,290,139	1,019,351	1,176,159	9,439,092

California State University Risk Management Authority
Statement of Revenues, Expenses, and Changes in Net Position - Miscellaneous Programs
As of 3/31/2025
(Unaudited)

	Misc Purchased	Club Sports	OCIP II	OCIP II B	Total Miscellaneous Programs	Grand Total All Programs
OPERATING REVENUES:						
Contributions	\$ 409,170	430,274	—	—	839,444	169,439,243
Reinsurance premiums	—	—	—	—	—	(42,100,468)
Total operating revenues:	409,170	430,274	—	—	839,444	127,338,775
OPERATING EXPENSES:						
DIRECT PROGRAM EXPENSES:						
Claims payment & legal expenses	—	19,874	—	—	19,874	49,663,171
Deductible recoveries	—	—	—	—	—	(5,887,019)
Claims administrators	—	8,000	—	—	8,000	4,041,990
Claims management information systems	—	—	—	—	—	260,320
Program administrator	—	—	—	—	—	2,338,221
Brokerage commissions	96,615	30,705	—	—	127,320	4,519,546
Insurance premiums	566,575	177,304	—	—	743,879	63,334,701
Taxes, assessments & fees	—	—	—	—	—	175,030
Actuarial services	—	—	—	—	—	56,459
Miscellaneous program services	—	—	3,509,622	780,250	4,289,872	4,291,872
Workshops/training	—	—	—	—	—	209,289
Loss control	—	—	—	—	—	1,593,548
Reinsurance/excess recoveries	—	—	—	—	—	(18,218,982)
Program committee	—	—	—	—	—	5,999
Dividend distributions	—	—	—	—	—	4,901,163
Total direct program expenses:	663,190	235,883	3,509,622	780,250	5,188,946	111,285,308
GENERAL & ADMINISTRATIVE EXPENSES:						
Financial audit	—	103	—	—	103	30,000
Executive Committee & Board expenses	—	13	—	—	13	3,873
JPA insurance	—	141	—	—	141	45,511
Memberships, associations & dues	—	—	—	—	—	61,943
Chancellor's Office Overhead Costs	—	6,496	—	—	6,496	1,913,252
Miscellaneous indirect services	—	19	—	—	19	12,747
Total general & administrative expenses:	—	6,772	—	—	6,772	2,067,327
Total operating expenses:	663,190	242,655	3,509,622	780,250	5,195,718	113,352,635
NON-OPERATING REVENUES:						
Investment income (loss)	—	7,429	—	—	7,429	5,420,464
Transfers In(Out)	—	—	(2,078,287)	—	(2,078,287)	—
Total non-operating revenues:	—	7,429	(2,078,287)	—	(2,070,858)	5,420,464
BEGINNING RETAINED EARNINGS	173,596	1,260,366	5,587,909	780,250	7,802,121	34,785,018
NET SURPLUS(DEFICIT)	(254,020)	195,048	(5,587,909)	(780,250)	(6,427,132)	19,406,604
ENDING RETAINED EARNINGS	\$ (80,424)	1,455,413	—	—	1,374,990	54,191,623

California State University Risk Management Authority
Statement of Revenues, Expenses, and Changes in Net Position
As of 3/31/2025
(Unaudited)

	Budget vs. Actual			
	FY24-25 Budget	YTD Actual	Variance Favorable (Unfavorable)	Actual as % of Budget
OPERATING REVENUES:				
Contributions	\$ 169,464,183	169,439,243	(24,940)	100 %
Reinsurance premiums	(47,111,474)	(42,100,468)	5,011,006	89 %
Total operating revenues:	122,352,709	127,338,775	4,986,066	104 %
OPERATING EXPENSES:				
DIRECT PROGRAM EXPENSES:				
Claims payment & legal expenses	78,655,897	49,663,171	28,992,726	63 %
Deductible recoveries	(8,343,674)	(5,887,019)	(2,456,655)	71 %
Claims administrators	4,080,508	4,041,990	38,518	99 %
Claims management information systems	197,661	260,320	(62,659)	132 %
Program administrator	3,117,628	2,338,221	779,407	75 %
Brokerage commissions	4,728,095	4,519,546	208,549	96 %
Insurance premiums	67,477,686	63,334,701	4,142,985	94 %
Taxes, assessments & fees	82,855	175,030	(92,175)	211 %
Actuarial services	27,900	56,459	(28,559)	202 %
Coverage counsel	15,000	—	15,000	— %
Program legal	24,500	—	24,500	— %
Miscellaneous program services	10,000	4,291,872	(4,281,872)	42919 %
Workshops/training	535,500	209,289	326,211	39 %
Loss control	1,027,109	1,593,548	(566,439)	155 %
Appraisals	132,000	—	132,000	— %
Reinsurance/excess recoveries	(24,234,025)	(18,218,982)	(6,015,043)	75 %
Program committee	18,000	5,999	12,001	33 %
Dividend distributions	(5,000,000)	4,901,163	(9,901,163)	(98)%
Total direct program expenses:	122,552,640	111,285,308	11,267,332	91 %
GENERAL & ADMINISTRATIVE EXPENSES:				
Financial audit	40,000	30,000	10,000	75 %
Executive Committee & Board expenses	10,000	3,873	6,127	39 %
JPA insurance	73,525	45,511	28,014	62 %
Memberships, associations & dues	65,000	61,943	3,057	95 %
Chancellor's Office Overhead Costs	2,511,601	1,913,252	598,349	76 %
JPA accreditation	6,500	—	6,500	— %
Miscellaneous indirect services	41,000	12,747	28,253	31 %
Total general & administrative expenses:	2,747,626	2,067,327	680,299	75 %
Total operating expenses:	125,300,266	113,352,635	11,947,631	90 %
NON-OPERATING REVENUES:				
Investment income (loss)	650,000	5,420,464	4,770,464	834 %
Transfer In(Out)	—	—	—	— %
Total non-operating revenues:	650,000	5,420,464	4,770,464	834 %
NET SURPLUS (DEFICIT)	\$ (2,297,557)	19,406,604	21,704,161	(845)%

FINANCIAL REPORT
TREASURER'S QUARTERLY INVESTMENT REPORT AT MARCH 31, 2025

ISSUE: California Government Code Section 53646(b)(1) requires that the CSURMA Treasurer submit a Quarterly Investment Report stating that all investments are in compliance with the current investment policy and that CSURMA has sufficient funds to meet its expenditure requirements for the next six months. The CSURMA Treasurer will be on hand to address questions.

RECOMMENDATION: It is recommended that the Executive Committee review the Certification of Funds Letter and the CSURMA Investment Report (January 1, 2025 to March 31, 2025) and accept these reports.

FISCAL IMPACT: None.

BACKGROUND: None.

PUBLICATION: None.

ATTACHMENT(S):

- a. Certification of Funds Letter dated April 21, 2025
- b. CSURMA Investment Report - January 1, 2025 to March 31, 2025



Officers

Scott Apel
Chair – 562-985-1658

Rose McAuliffe
Vice Chair – 209-667-3077

Robert Eaton
Treasurer - 562-951-4572

Zachary Gifford
Secretary-Auditor - 562-951-4568

To: Executive Committee
CSU Risk Management Authority

From: Robert Eaton
Treasurer
CSU Risk Management Authority

Re: Quarterly Investment Report
Ending March 31, 2025

Date: April 21, 2025

Government Code Section 53646(b)(1) requires the Authority's Treasurer to submit to the legislative body (Executive Committee), a quarterly investment report. Attached is the quarterly investment report ending March 31, 2025. The report contains a portfolio summary which includes market value, return, yield, weighted average maturity (WAM), and duration for each of CSURMA Investment Portfolios: the CSU's SWIFT Portfolio and the Fixed Income Portfolio with TCW (Met West).

The funds held in investments are sufficient to meet the Authority's cash-flow needs for the following six (6) months.

As of March 31, 2025, the investments are in compliance with the Master Investment Policy of the Authority dated September 6, 2019 (the "MIP"), as duly authorized by the Executive Committee.

Robert Eaton
Treasurer
CSU Risk Management Authority

CSURMA

Quarterly Investment Report

January 1, 2025 - March 31, 2025

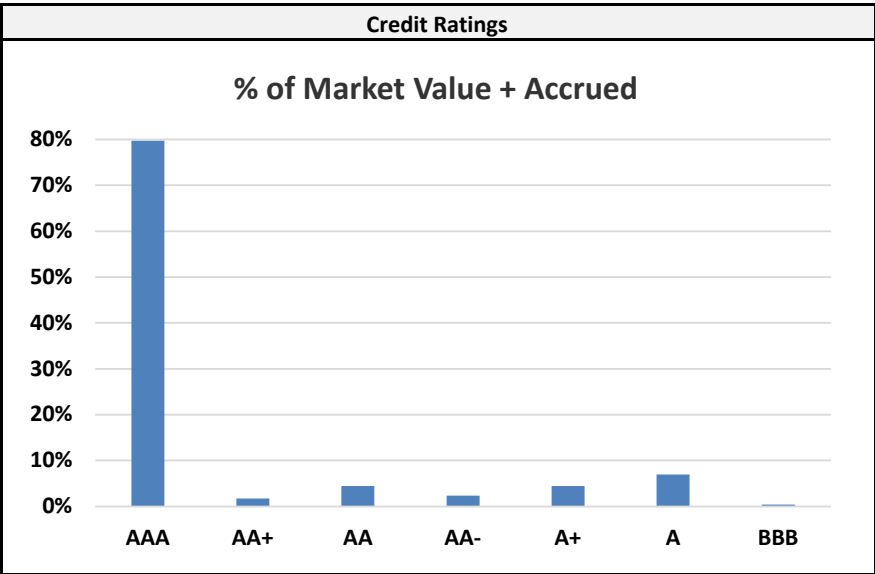
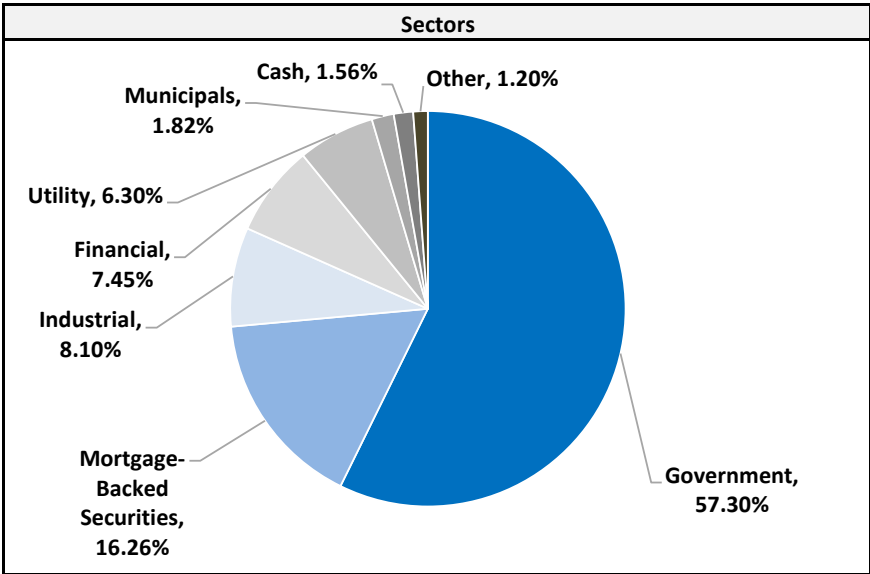
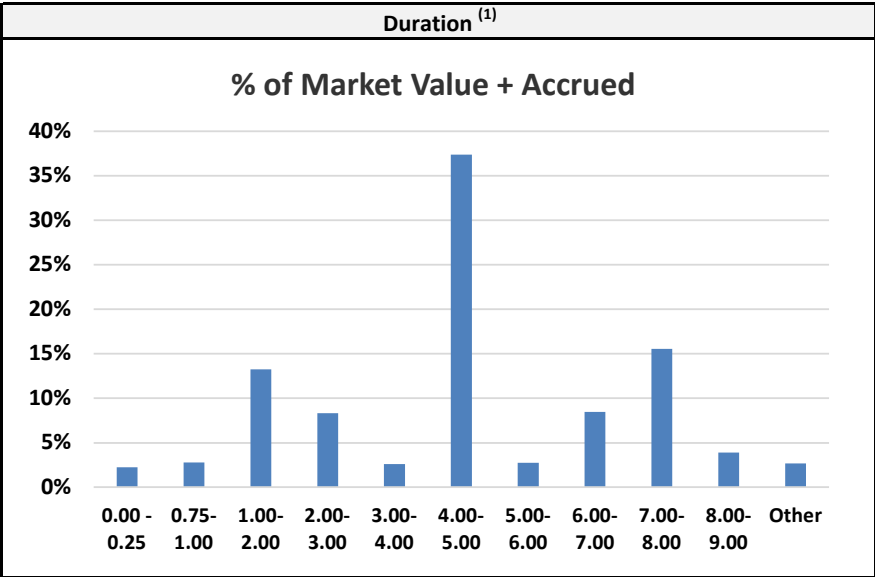
Prepared by Treasury

California State University Risk Management Authority

Fixed Income Portfolio (Auxiliary Investment Platform)

As of 3/31/2025

Portfolio Summary Total	
Total Assets	78,518,043
Duration	4.499
Yield	4.203
Avg Credit Rating	AA/Aa2/AA
QE Performance	2.690%



⁽¹⁾ The Other category combines duration ranges and in aggregate equals 2.67% of the portfolio.

California State University Risk Management Authority

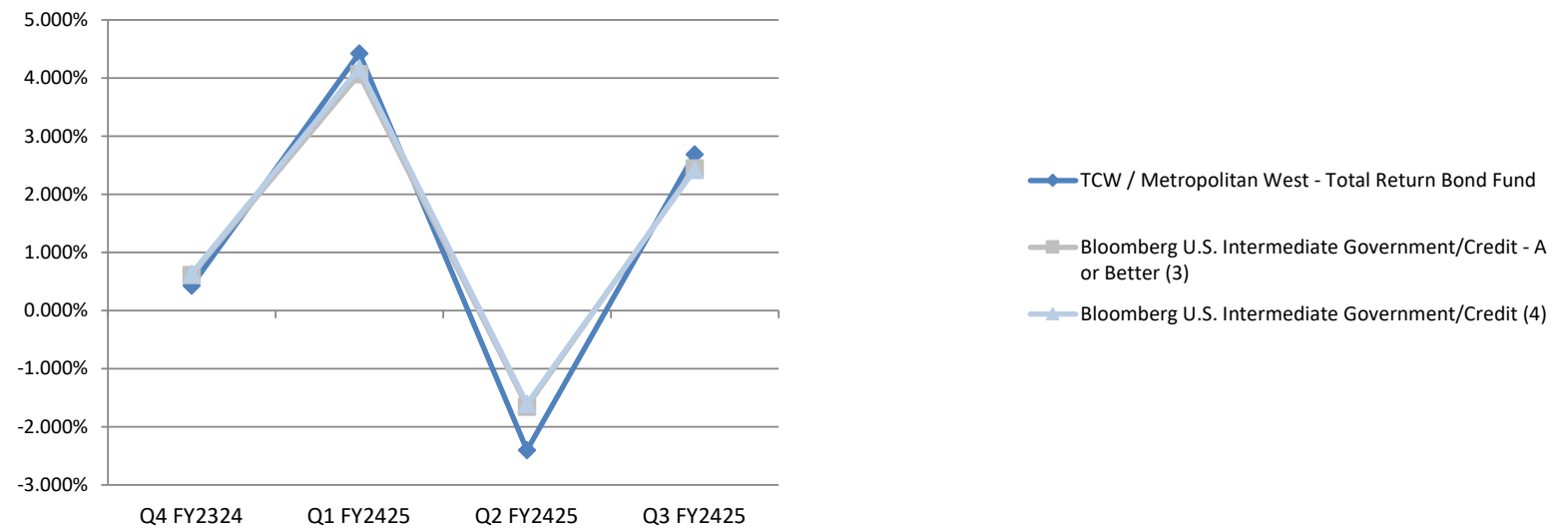
Fixed Income Portfolio (Auxiliary Investment Platform)

Performance Summary

Period Ending 12/31/2024

Account / Index	Market Value	3 Month ⁽¹⁾	Trailing 12 Month ⁽¹⁾	Trailing 3 Year ⁽¹⁾	Trailing 5 Year ⁽¹⁾	Since Inception ⁽¹⁾	Yield	WAM ⁽²⁾	Duration
	03/31/25	01/01/25 - 03/31/25	04/01/24 - 03/31/25	04/01/22 - 03/31/25	04/01/20 - 03/31/25	04/01/08 - 03/31/25			
TCW / Metropolitan West - Total Return Bond Fund	78,518,043	2.690%	5.116%	1.571%	0.160%	2.627%	4.203	5.360	4.499
Bloomberg U.S. Intermediate Government/Credit - A or Better ⁽³⁾		2.450%	5.504%	1.998%	0.379%	2.331%	4.118	4.135	3.680
Bloomberg U.S. Intermediate Government/Credit ⁽⁴⁾		2.422%	5.653%	2.181%	0.859%	2.639%	4.260	4.269	3.761

Account / Index	Q4 FY2324	Q1 FY2425	Q2 FY2425	Q3 FY2425	Trailing 12 Month ⁽¹⁾
	04/01/24 - 06/30/24	07/01/24 - 09/30/24	10/01/24 - 12/31/24	01/01/25 - 03/31/25	04/01/24 - 03/31/25
TCW / Metropolitan West - Total Return Bond Fund	0.431%	4.428%	-2.398%	2.690%	5.116%
Bloomberg U.S. Intermediate Government/Credit - A or Better ⁽³⁾	0.615%	4.067%	-1.649%	2.450%	5.504%
Bloomberg U.S. Intermediate Government/Credit ⁽⁴⁾	0.637%	4.170%	-1.601%	2.422%	5.653%



(1) Represents Total Return on the portfolio (Income Return plus Price Return)

(2) Weighted Average Maturity

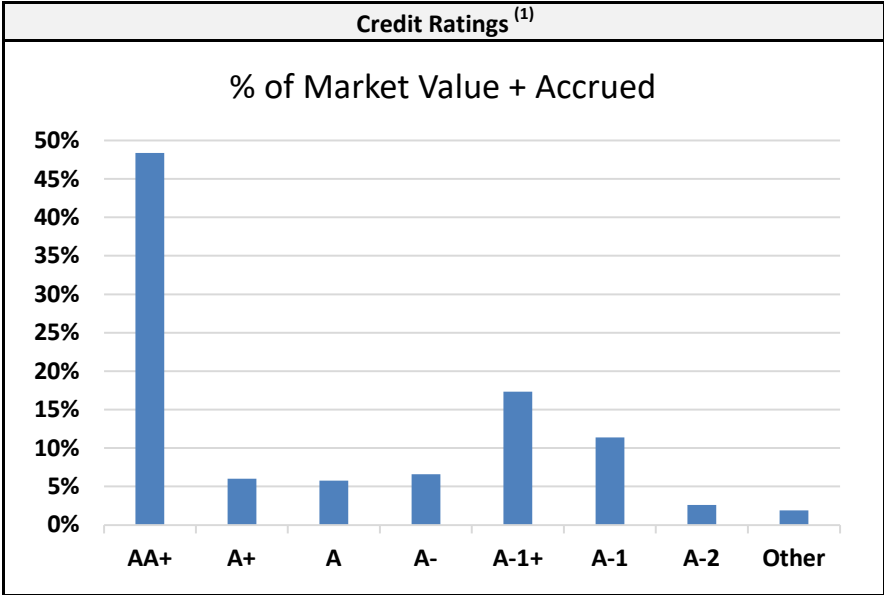
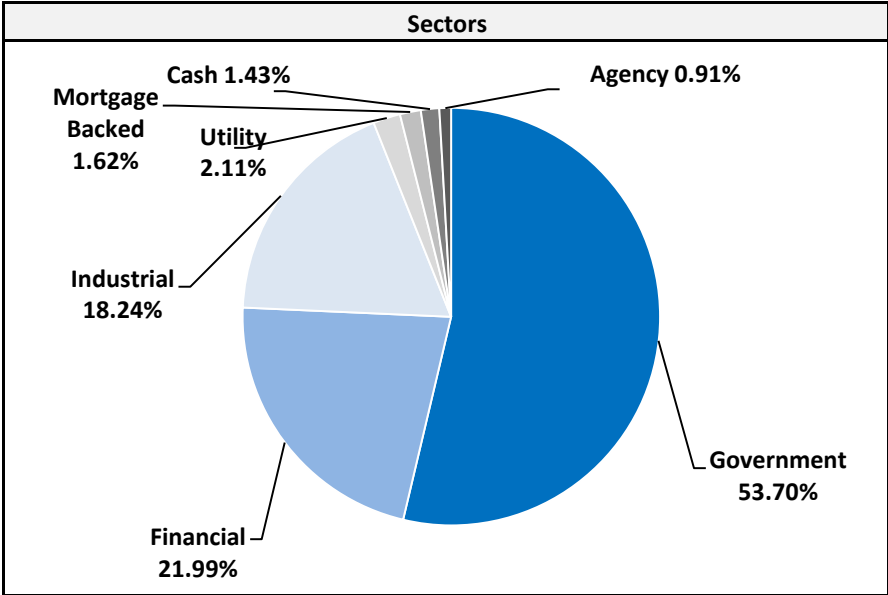
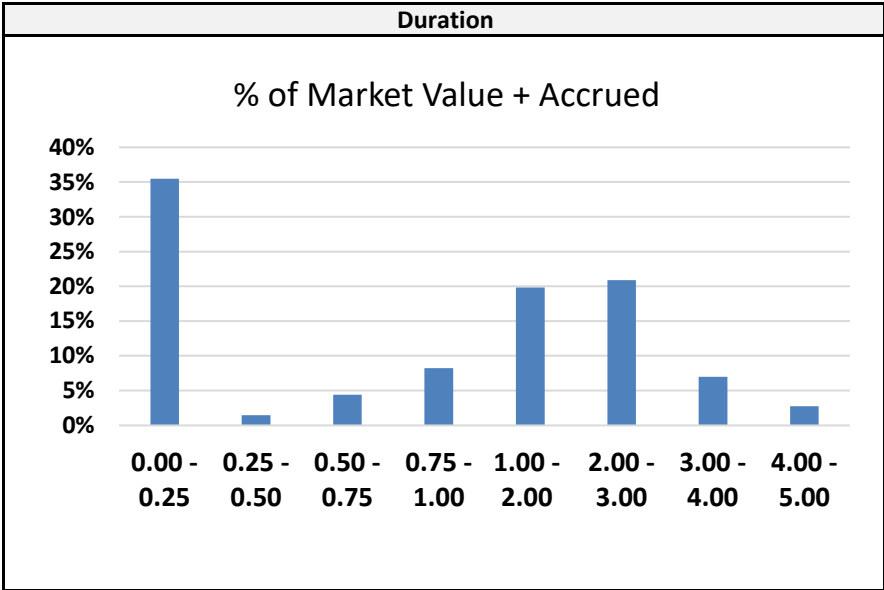
(3) Portfolio Benchmark as of 05/2014.

(4) Portfolio Benchmark prior to 05/2014.

California State University SWIFT Portfolio

As of 12/31/2024

Portfolio Summary Total	
Total Assets	35,043,750
Duration	1.300
Yield	3.984
Avg Credit Rating	AA-/Aa3/AA-
QE Performance	1.486%



⁽¹⁾ The Other category contains assets that do not fall within the top eight credit ratings and in aggregate equals 1.90% of the portfolio:
AAA 0.005%, AA 0.224%, AA- 1.295%, BBB 0.376

California State University Risk Management Authority

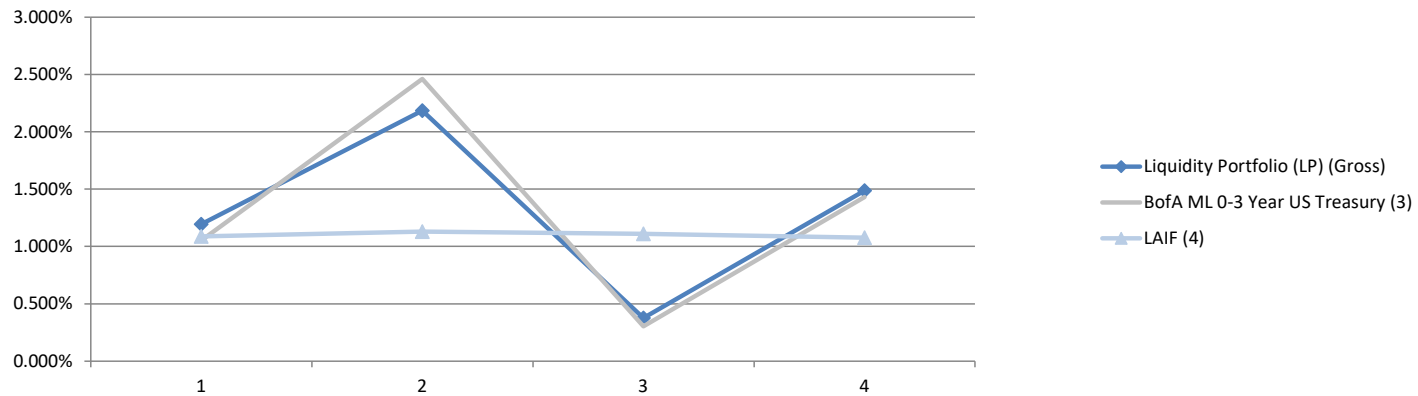
SWIFT Portfolio

Performance Summary

Period Ending 3/31/2025

Account / Index	Market Value	3 Month ⁽¹⁾	Trailing 12 Month ⁽¹⁾	Trailing 3 Year ⁽¹⁾	Trailing 5 Year ⁽¹⁾	Trailing 10 Year ⁽¹⁾	Since Inception ⁽¹⁾	Yield	WAM ⁽²⁾	Duration
	3/31/2025	01/01/25 - 03/31/25	04/01/24 - 03/31/25	04/01/22 - 03/31/25	04/01/20 - 03/31/25	04/01/15 - 03/31/25	07/01/07 - 03/31/25			
Liquidity Portfolio (LP) (Gross)	35,043,750	1.486%	5.334%	3.744%	2.085%	1.862%	1.663%	3.984	1.413	1.300
BofA ML 0-3 Year US Treasury ⁽³⁾		1.431%	5.339%	3.257%	1.566%	1.639%	1.750%	4.024	1.487	1.417
LAIF - Local Agency Investment Fund ⁽⁴⁾		1.076%	4.478%	3.260%	2.167%	1.731%	1.474%	4.372%		

Account / Index	Q4 FY2324	Q1 FY2425	Q2 FY2425	Q3 FY2425	Trailing 12 Month ⁽¹⁾
	04/01/24 - 06/30/24	07/01/24 - 09/30/24	10/01/24 - 12/31/24	01/01/25 - 03/31/25	04/01/24 - 03/31/25
Liquidity Portfolio (LP) (Gross)	1.193%	2.184%	0.376%	1.486%	5.334%
BofA ML 0-3 Year US Treasury ⁽³⁾	1.052%	2.462%	0.302%	1.431%	5.339%
LAIF ⁽⁴⁾	1.087%	1.131%	1.111%	1.076%	4.478%



(1) Represents Total Return on the portfolio (Income Return plus Price Return)

(2) Weighted Average Maturity

(3) Liquidity Portfolio Benchmark

(4) LAIF returns calculated by CSUCO Treasury

CSURMA OPERATING BUDGET FOR FY 25/26

ISSUE: CSURMA's next fiscal year begins on July 1, 2025. The FY 2025/26 operating budget is to be approved by the Board of Directors at today's meeting. The Chancellor's Office Enterprise Accounting Services and the Program Administrators worked together to develop a draft FY 2025/26 budget for the Executive Committee to review at today's meeting.

After the Executive Committee reviewed the Budget at its meeting on March 6, the following changes were made:

\$1,000	<i>Praesidium (Cost shared between Campus and AORMA) Purchase of 1,000 additional online learner seats as the original 3,500 seats have been used. The \$1,000 is in addition to the March 2025 draft budgeted cost of \$44,000.</i>
\$3,585	<i>Agility Recovery (Cost shared between Campus and AORMA) Additional cost for the proposed contract extension and 4.3% cost increase. The \$3,585 is in addition to the March 2025 draft budgeted cost of \$83,381.</i>
\$50,000	<i>UC Lab Safety Training Consortium (Campus Liability Fund) Not a new expense but was not included in previous budgets.</i>
\$259,510	<i>Evident ID (Campus Liability Fund \$206,358 and AORMA Liability Fund \$53,152) New expense.</i>
\$160,000	<i>CA Personnel Board's Appeals (Campus Liability Fund) Not a new expense but was not included in previous budgets.</i>
\$329,600	<i>Chancellor's Office Overhead Costs (a 3% increase estimate was included in the March 2025 draft budget; however, costs went up by 10.8%). \$329,000 represents an additional increase.</i>

Major features of the proposed Campus budget include:

- 6% increase in Total Operating Revenues
- 2% increase in Total Operating Expenses
- Net Deficit of \$357,555
- Ending Retained Earnings of \$15,030,208

Major features of the proposed AORMA budget include:

- 8% increase to Total Operating Revenues
- 38% increase to Total Operating Expenses
- Net Deficit of \$1,461,451
- Ending Retained Earnings of \$9,140,284

The Program Administrator will be present at today's meeting to review the proposed budget.

RECOMMENDATION: The Executive Committee is asked to review the draft budget for FY 2025/26 and make a recommendation to the Board of Directors for adoption with changes as appropriate.

FISCAL IMPACT: The proposed budget is estimated to produce a Net Surplus Deficit of \$1,347,088. Retained Earnings are estimated to decrease from \$32,882,556 to \$31,535,469 at June 30, 2026.

BACKGROUND: The proposed budget is detailed by program in the draft document included within the agenda packet.

PUBLICATION: Once approved by the Board of Directors, the budget will be uploaded to the CSURMA website.

ATTACHMENT(S):

- a. Draft FY 25/26 CSURMA Budget – Version G
- b. Administrative Costs Exhibit

CSURMA

**Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026**

OPERATING BUDGET

**Executive Committee
Board of Directors**

Draft G

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

TOTAL: ALL FUNDS

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	169,464,183	170,558,150	177,342,483	7,878,301	5%
Reinsurance Premiums	-47,111,474	-42,426,897	-46,904,460	207,014	0%
Total Operating Revenues	<u>122,352,709</u>	<u>128,131,253</u>	<u>130,438,023</u>	<u>8,085,315</u>	<u>7%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	78,655,896	80,290,395	83,068,325	4,412,429	6%
Deductible Recoveries	-8,343,674	-7,398,379	-8,190,547	153,127	-2%
Claims Administrators	4,080,508	4,574,030	4,589,278	508,770	12%
Management Information System	197,661	197,661	396,953	199,292	101%
Program Administrators	3,117,628	3,117,628	3,195,568	77,940	2%
Brokerage Commissions & Fees	4,728,095	4,619,853	5,023,959	295,864	6%
Insurance Premiums (net of brokerage)	67,477,686	65,225,067	68,960,080	1,482,394	2%
Taxes, Assessments & Fees	82,855	82,855	246,998	164,143	198%
Actuarial Services	27,900	56,459	28,327	427	2%
Claims Audit	0	0	22,500	22,500	0%
Coverage Counsel	15,000	15,000	15,000	0	0%
Program Legal	24,500	24,500	24,500	0	0%
Miscellaneous Program Services	10,000	10,000	10,000	0	0%
Workshop/Training Expenses	909,753	909,753	860,966	-48,787	-5%
Loss Control Expenses	1,027,109	1,027,109	1,354,455	327,346	32%
Placeholder					
Appraisals	132,000	300,300	0	-132,000	-100%
Excess/Reinsurance Recoveries	-24,234,025	-24,298,018	-24,652,033	-418,008	2%
Program Committee (AIME & AORMA Only)	18,000	18,000	18,000	0	0%
Dividend Distributions	-5,000,000	1,901,163	-5,561,725	-561,725	11%
Placeholder					
Total Direct Program Expenses	<u>122,926,893</u>	<u>130,673,377</u>	<u>129,410,604</u>	<u>6,483,711</u>	<u>5%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

TOTAL: ALL FUNDS

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
General & Administrative Expenses					
Financial Audit	40,000	40,000	40,000	0	0%
Executive Committee & Board Expenses	10,000	10,000	10,000	0	0%
JPA Insurance	73,524	73,524	80,877	7,352	10%
Memberships, Associations & Dues	65,000	65,000	68,250	3,250	5%
Chancellor's Office Overhead Costs	2,511,601	2,511,601	2,781,672	270,070	11%
JPA Accreditation	22	22	0	-22	-100%
JPA Legal					
Miscellaneous Expenses	41,000	41,000	43,050	2,050	5%
Total General & Administrative Expenses	<u>2,741,148</u>	<u>2,741,148</u>	<u>3,023,848</u>	<u>282,701</u>	<u>10%</u>
Total Operating Expenses	<u>125,668,041</u>	<u>133,414,525</u>	<u>132,434,452</u>	<u>6,766,411</u>	<u>5%</u>
Non-Operating Revenues					
Investment Income	650,000	3,380,808	649,341	-659	0%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>650,000</u>	<u>3,380,808</u>	<u>649,341</u>	<u>-659</u>	<u>0%</u>
Net Surplus (Deficit)	<u>-2,665,332</u>	<u>-1,902,464</u>	<u>-1,347,088</u>	<u>1,318,244</u>	<u>-49%</u>
Beginning Retained Earnings	38,634,280	34,785,020	32,882,556	-5,751,724	-15%
Ending Retained Earnings	42,043,473	32,882,556	31,535,469	-10,508,004	-25%

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

TOTAL: CAMPUS PROGRAMS

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	<u>Difference</u> <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
Operating Revenues					
Contributions	144,019,936	144,134,782	150,239,684	6,219,748	4%
Reinsurance Premiums	-34,375,357	-30,082,344	-33,473,854	901,503	-3%
Total Operating Revenues	<u>109,644,579</u>	<u>114,052,438</u>	<u>116,765,830</u>	<u>7,121,251</u>	<u>6%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	71,925,564	72,800,339	75,427,574	3,502,011	5%
Deductible Recoveries	-8,143,674	-7,198,379	-7,990,547	153,127	-2%
Claims Administrators	3,706,574	4,189,142	4,105,858	399,284	11%
Management Information System	177,164	177,164	373,683	196,519	111%
Program Administrators	1,598,876	1,598,876	1,638,848	39,972	3%
Brokerage Commissions & Fees	3,777,079	3,615,836	3,905,474	128,395	3%
Insurance Premiums (net of brokerage)	61,914,441	59,403,234	62,832,262	917,821	1%
Taxes, Assessments & Fees	0	0	160,000	160,000	0%
Actuarial Services	16,300	44,439	17,029	729	4%
Claims Audit	0	0	16,000	16,000	0%
Coverage Counsel	10,000	10,000	10,000	0	0%
Program Legal	22,000	22,000	22,000	0	0%
Miscellaneous Program Services	8,531	8,531	8,492	-39	0%
Workshop/Training Expenses	747,803	747,803	746,092	-1,711	0%
Loss Control Expenses	854,208	854,208	1,127,556	273,348	32%
Placeholder					
Appraisals	117,500	285,800	0	-117,500	-100%
Excess/Reinsurance Recoveries	-22,671,664	-22,645,056	-22,995,243	-323,579	1%
Program Committee (AIME & AORMA Only)	10,000	10,000	10,000	0	0%
Dividend Distributions	-2,000,000	4,901,163	-5,000,000	-3,000,000	150%
Placeholder					
Total Direct Program Expenses	<u>112,070,701</u>	<u>118,825,099</u>	<u>114,415,078</u>	<u>2,344,377</u>	<u>2%</u>

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

TOTAL: CAMPUS PROGRAMS

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
General & Administrative Expenses					
Financial Audit	34,006	34,006	33,879	-127	0%
Executive Committee & Board Expenses	8,502	8,502	8,470	-32	0%
JPA Insurance	62,507	62,507	68,502	5,995	10%
Memberships, Associations & Dues	55,260	55,260	57,807	2,547	5%
Chancellor's Office Overhead Costs	2,135,238	2,135,238	2,356,034	220,795	10%
JPA Accreditation	0	0	0	0	0%
JPA Legal					
Miscellaneous Expenses	34,856	34,856	36,463	1,607	5%
Total General & Administrative Expenses	<u>2,330,369</u>	<u>2,330,369</u>	<u>2,561,154</u>	<u>230,785</u>	<u>10%</u>
Total Operating Expenses	<u>114,401,070</u>	<u>121,155,468</u>	<u>116,976,232</u>	<u>2,575,162</u>	<u>2%</u>
Non-Operating Revenues					
Investment Income	582,070	2,803,547	567,957	-14,113	-2%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>582,070</u>	<u>2,803,547</u>	<u>567,957</u>	<u>-14,113</u>	<u>-2%</u>
Net Surplus (Deficit)	<u>-4,174,421</u>	<u>-4,299,483</u>	<u>357,555</u>	<u>4,531,976</u>	<u>-109%</u>
Beginning Retained Earnings	27,498,358	18,972,136	14,672,653	-12,825,705	<u>-47%</u>
Ending Retained Earnings	30,940,945	14,672,653	15,030,208	-15,910,738	<u>-51%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS LIABILITY PROGRAM

(Fund 10) G

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	41,629,955	41,787,389	45,763,648	4,133,692	10%
Reinsurance Premiums	-2,838,634	-2,548,944	-3,197,344	-358,710	13%
Total Operating Revenues	<u>38,791,321</u>	<u>39,238,445</u>	<u>42,566,304</u>	<u>3,774,982</u>	<u>10%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	22,412,819	22,139,959	22,912,641	499,823	2%
Deductible Recoveries	-8,143,674	-7,198,379	-7,990,547	153,127	-2%
Claims Administrators	0	0	0	0	0%
Management Information System	74,037	74,037	77,740	3,703	5%
Program Administrators	303,786	303,786	311,381	7,595	3%
Brokerage Commissions & Fees	2,836,265	2,619,167	2,849,545	13,280	0%
Insurance Premiums (net of brokerage)	21,200,491	19,785,156	22,370,925	1,170,434	6%
Taxes, Assessments & Fees	0	0	160,000	160,000	0%
Actuarial Services	5,100	33,008	5,500	400	8%
Claims Audit	0	0	5,000	5,000	0%
Coverage Counsel	10,000	10,000	10,000	0	0%
Program Legal	22,000	22,000	22,000	0	0%
Miscellaneous Program Services	2,512	2,512	2,658	146	6%
Workshop/Training Expenses	495,974	495,974	535,551	39,577	8%
Loss Control Expenses	507,666	507,666	777,335	269,669	53%
Placeholder					
Appraisals	0	0	0	0	0%
Excess/Reinsurance Recoveries	0	0	0	0	0%
Program Committee (AIME & AORMA Only)	0	0	0	0	0%
Dividend Distributions	-5,000,000	-5,000,000	-5,000,000	0	0%
Placeholder					
Total Direct Program Expenses	<u>34,726,977</u>	<u>33,794,887</u>	<u>37,049,729</u>	<u>2,322,753</u>	<u>7%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS LIABILITY PROGRAM

(Fund 10) G

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
General & Administrative Expenses					
Financial Audit	10,013	10,013	10,604	590	6%
Executive Committee & Board Expenses	2,503	2,503	2,651	148	6%
JPA Insurance	18,406	18,406	21,440	3,035	16%
Memberships, Associations & Dues	16,272	16,272	18,093	1,821	11%
Chancellor's Office Overhead Costs	628,739	628,739	737,411	108,672	17%
JPA Accreditation	1,627	1,627	0	-1,627	-100%
JPA Legal					
Miscellaneous Expenses	10,264	10,264	11,412	1,149	11%
Total General & Administrative Expenses	<u>687,824</u>	<u>687,824</u>	<u>801,611</u>	<u>113,787</u>	<u>17%</u>
Total Operating Expenses	<u>35,414,800</u>	<u>34,482,711</u>	<u>37,851,340</u>	<u>2,436,540</u>	<u>7%</u>
Non-Operating Revenues					
Investment Income	194,428	814,343	235,122	40,694	21%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>194,428</u>	<u>814,343</u>	<u>235,122</u>	<u>40,694</u>	<u>21%</u>
Net Surplus (Deficit)	<u>3,570,949</u>	<u>5,570,077</u>	<u>4,950,085</u>	<u>1,379,136</u>	<u>39%</u>
Beginning Retained Earnings	-14,456,055	-20,519,303	-14,949,226	-493,171	3%
Ending Retained Earnings	-8,088,676	-14,949,226	-9,999,141	-1,910,465	224%

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS WORKERS' COMPENSATION PROGRAM

(Fund 11) H

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	34,298,930	34,298,930	34,940,364	641,434	2%
Reinsurance Premiums	0	0	0	0	0%
Total Operating Revenues	<u>34,298,930</u>	<u>34,298,930</u>	<u>34,940,364</u>	<u>641,434</u>	<u>2%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	23,321,389	23,059,726	23,940,912	619,523	3%
Deductible Recoveries	0	0	0	0	0%
Claims Administrators	3,366,574	3,550,855	3,467,571	100,997	3%
Management Information System	72,237	72,237	264,234	191,997	266%
Program Administrators	831,416	831,416	852,201	20,785	2%
Brokerage Commissions & Fees	0	0	0	0	0%
Insurance Premiums (net of brokerage)	31,815,458	32,164,747	32,432,621	617,163	2%
Taxes, Assessments & Fees	0	0	0	0	0%
Actuarial Services	5,100	5,211	5,500	400	8%
Claims Audit	0	0	0	0	0%
Coverage Counsel	0	0	0	0	0%
Program Legal	0	0	0	0	0%
Miscellaneous Program Services	2,070	2,070	2,029	-40	-2%
Workshop/Training Expenses	169,756	169,756	157,611	-12,145	-7%
Loss Control Expenses	282,936	282,936	279,912	-3,024	-1%
Placeholder					
Appraisals	0	0	0	0	0%
Excess/Reinsurance Recoveries	-22,171,664	-22,145,056	-22,995,243	-823,579	4%
Program Committee (AIME & AORMA Only)	0	0	0	0	0%
Dividend Distributions	3,000,000	7,587,762	0	-3,000,000	-100%
Placeholder					
Total Direct Program Expenses	<u>40,695,271</u>	<u>45,581,659</u>	<u>38,407,347</u>	<u>-2,287,924</u>	<u>-6%</u>

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS WORKERS' COMPENSATION PROGRAM

(Fund 11) H

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	Difference <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses					
Financial Audit	8,250	8,250	8,096	-154	-2%
Executive Committee & Board Expenses	2,063	2,063	2,024	-39	-2%
JPA Insurance	15,164	15,164	16,369	1,205	8%
Memberships, Associations & Dues	13,406	13,406	13,814	408	3%
Chancellor's Office Overhead Costs	518,018	518,018	563,010	44,992	9%
JPA Accreditation	1,341	1,341	0	-1,341	-100%
JPA Legal					
Miscellaneous Expenses	8,456	8,456	8,713	257	3%
Total General & Administrative Expenses	<u>566,698</u>	<u>566,698</u>	<u>612,027</u>	<u>45,329</u>	<u>8%</u>
Total Operating Expenses	<u>41,261,969</u>	<u>46,148,357</u>	<u>39,019,374</u>	<u>-2,242,595</u>	<u>-5%</u>
Non-Operating Revenues					
Investment Income	207,896	1,574,864	152,867	-55,029	-26%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>207,896</u>	<u>1,574,864</u>	<u>152,867</u>	<u>-55,029</u>	<u>-26%</u>
Net Surplus (Deficit)	<u>-6,755,143</u>	<u>-10,274,563</u>	<u>-3,926,143</u>	<u>2,829,000</u>	<u>-42%</u>
Beginning Retained Earnings	23,803,935	26,192,579	15,918,016	-7,885,919	-33%
Ending Retained Earnings	15,466,333	15,918,016	11,991,873	-3,474,460	-22%

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses

Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS IDL NDL UI PROGRAM *

(Fund 12) I

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	Difference <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
Operating Revenues					
Contributions	14,572,325	14,572,325	14,991,757	419,432	3%
Reinsurance Premiums	0	0	0	0	0%
Total Operating Revenues	<u>14,572,325</u>	<u>14,572,325</u>	<u>14,991,757</u>	<u>419,432</u>	<u>3%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	14,006,865	13,735,211	14,421,971	415,106	3%
Deductible Recoveries	0	0	0	0	0%
Claims Administrators	100,000	100,000	100,000	0	0%
Management Information System	0	0	0	0	0%
Program Administrators	191,865	191,865	196,662	4,797	3%
Brokerage Commissions & Fees	0	0	0	0	0%
Insurance Premiums (net of brokerage)	0	0	0	0	0%
Taxes, Assessments & Fees	0	0	0	0	0%
Actuarial Services	0	0	0	0	0%
Claims Audit	0	0	0	0	0%
Coverage Counsel	0	0	0	0	0%
Program Legal	0	0	0	0	0%
Miscellaneous Program Services	879	879	871	-9	-1%
Workshop/Training Expenses	19,680	19,680	12,968	-6,712	-34%
Loss Control Expenses	0	0	0	0	0%
Placeholder					
Appraisals	0	0	0	0	0%
Excess/Reinsurance Recoveries	0	0	0	0	0%
Program Committee (AIME & AORMA Only)	0	0	0	0	0%
Dividend Distributions	0	2,313,401	0	0	0%
Placeholder					
Total Direct Program Expenses	<u>14,319,289</u>	<u>16,361,036</u>	<u>14,732,471</u>	<u>413,182</u>	<u>3%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS IDL NDL UI PROGRAM *

(Fund 12) I

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	Difference <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses					
Financial Audit	3,505	3,505	3,474	-31	-1%
Executive Committee & Board Expenses	876	876	868	-8	-1%
JPA Insurance	6,443	6,443	7,024	581	9%
Memberships, Associations & Dues	5,696	5,696	5,927	231	4%
Chancellor's Office Overhead Costs	220,086	220,086	241,569	21,483	10%
JPA Accreditation	570	570	0	-570	-100%
JPA Legal					
Miscellaneous Expenses	3,593	3,593	3,739	146	4%
Total General & Administrative Expenses	<u>240,769</u>	<u>240,769</u>	<u>262,601</u>	<u>21,832</u>	<u>9%</u>
Total Operating Expenses	<u>14,560,058</u>	<u>16,601,805</u>	<u>14,995,072</u>	<u>435,014</u>	<u>3%</u>
Non-Operating Revenues					
Investment Income	107,733	189,116	83,946	-23,787	-22%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>107,733</u>	<u>189,116</u>	<u>83,946</u>	<u>-23,787</u>	<u>-22%</u>
Net Surplus (Deficit)	<u>120,000</u>	<u>-1,840,364</u>	<u>80,631</u>	<u>-39,369</u>	<u>-33%</u>
Beginning Retained Earnings	12,778,238	9,253,602	7,413,238	-5,365,000	-42%
Ending Retained Earnings	10,042,596	7,413,238	7,493,869	-2,548,727	-25%

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS PROPERTY PROGRAM

(Fund 13) J

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	45,864,402	45,821,814	45,718,188	-146,214	0%
Reinsurance Premiums	-31,536,723	-27,533,400	-30,276,510	1,260,213	-4%
Total Operating Revenues	<u>14,327,679</u>	<u>18,288,414</u>	<u>15,441,678</u>	<u>1,113,999</u>	<u>8%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	7,850,492	9,638,861	10,000,000	2,149,508	27%
Deductible Recoveries	0	0	0	0	0%
Claims Administrators	0	298,287	298,287	298,287	0%
Management Information System	30,889	30,889	31,709	819	3%
Program Administrators	255,820	255,820	262,216	6,396	3%
Brokerage Commissions & Fees	938,958	993,790	1,052,762	113,804	12%
Insurance Premiums (net of brokerage)	4,860,009	3,411,055	3,978,429	-881,580	-18%
Taxes, Assessments & Fees	0	0	0	0	0%
Actuarial Services	1,000	1,000	529	-471	-47%
Claims Audit	0	0	0	0	0%
Coverage Counsel	0	0	0	0	0%
Program Legal	0	0	0	0	0%
Miscellaneous Program Services	2,767	2,767	2,655	-112	-4%
Workshop/Training Expenses	61,939	61,939	39,545	-22,394	-36%
Loss Control Expenses	63,606	63,606	70,309	6,703	11%
Placeholder					
Appraisals	117,500	285,800	0	-117,500	-100%
Excess/Reinsurance Recoveries	-500,000	-500,000	0	500,000	-100%
Program Committee (AIME & AORMA Only)	0	0	0	0	0%
Dividend Distributions	0	0	0	0	0%
Placeholder					
Total Direct Program Expenses	<u>13,682,981</u>	<u>14,543,815</u>	<u>15,736,441</u>	<u>2,053,460</u>	<u>15%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS PROPERTY PROGRAM

(Fund 13) J

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	Difference <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses					
Financial Audit	11,032	11,032	10,593	-439	-4%
Executive Committee & Board Expenses	2,758	2,758	2,648	-110	-4%
JPA Insurance	20,278	20,278	21,419	1,141	6%
Memberships, Associations & Dues	17,927	17,927	18,075	148	1%
Chancellor's Office Overhead Costs	692,692	692,692	736,678	43,987	6%
JPA Accreditation	1,793	1,793	0	-1,793	-100%
JPA Legal					
Miscellaneous Expenses	11,308	11,308	11,401	93	1%
Total General & Administrative Expenses	<u>757,787</u>	<u>757,787</u>	<u>800,815</u>	<u>43,028</u>	<u>6%</u>
Total Operating Expenses	<u>14,440,768</u>	<u>15,301,602</u>	<u>16,537,256</u>	<u>2,096,488</u>	<u>15%</u>
Non-Operating Revenues					
Investment Income	45,264	75,091	74,513	29,249	65%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>45,264</u>	<u>75,091</u>	<u>74,513</u>	<u>29,249</u>	<u>65%</u>
Net Surplus (Deficit)	<u>-67,825</u>	<u>3,061,903</u>	<u>-1,021,065</u>	<u>-953,240</u>	<u>1405%</u>
Beginning Retained Earnings	6,868,144	4,333,828	7,395,731	527,587	8%
Ending Retained Earnings	12,373,043	7,395,731	6,374,666	-5,998,377	-48%

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OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses

Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS ATHLETIC INJURY MEDICAL EXPENSE

(Fund 14) K

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	5,012,472	5,012,472	4,801,258	-211,214	-4%
Reinsurance Premiums	0	0	0	0	0%
Total Operating Revenues	<u>5,012,472</u>	<u>5,012,472</u>	<u>4,801,258</u>	<u>-211,214</u>	<u>-4%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	4,333,999	4,226,582	4,152,050	-181,949	-4%
Deductible Recoveries	0	0	0	0	0%
Claims Administrators	240,000	240,000	240,000	0	0%
Management Information System	0	0	0	0	0%
Program Administrators	15,989	15,989	16,388	399	2%
Brokerage Commissions & Fees	1,856	2,879	3,167	1,311	71%
Insurance Premiums (net of brokerage)	14,014	17,807	25,818	11,804	84%
Taxes, Assessments & Fees	0	0	0	0	0%
Actuarial Services	5,100	5,220	5,500	400	8%
Claims Audit	0	0	11,000	11,000	0%
Coverage Counsel	0	0	0	0	0%
Program Legal	0	0	0	0	0%
Miscellaneous Program Services	302	302	279	-24	-8%
Workshop/Training Expenses	454	454	418	-35	-8%
Loss Control Expenses	0	0	0	0	0%
Placeholder					
Appraisals	0	0	0	0	0%
Excess/Reinsurance Recoveries	0	0	0	0	0%
Program Committee (AIME & AORMA Only)	10,000	10,000	10,000	0	0%
Dividend Distributions	0	0	0	0	0%
Placeholder					
Total Direct Program Expenses	<u>4,621,714</u>	<u>4,519,233</u>	<u>4,464,620</u>	<u>-157,094</u>	<u>-3%</u>

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS ATHLETIC INJURY MEDICAL EXPENSE

(Fund 14) K

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	Difference <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses					
Financial Audit	1,206	1,206	1,112	-93	-8%
Executive Committee & Board Expenses	301	301	278	-23	-8%
JPA Insurance	2,216	2,216	2,249	33	1%
Memberships, Associations & Dues	1,959	1,959	1,898	-61	-3%
Chancellor's Office Overhead Costs	75,704	75,704	77,365	1,661	2%
JPA Accreditation	196	196	0	-196	-100%
JPA Legal					
Miscellaneous Expenses	1,236	1,236	1,197	-38	-3%
Total General & Administrative Expenses	<u>82,818</u>	<u>82,818</u>	<u>84,100</u>	<u>1,283</u>	<u>2%</u>
Total Operating Expenses	<u>4,704,532</u>	<u>4,602,051</u>	<u>4,548,721</u>	<u>-155,811</u>	<u>-3%</u>
Non-Operating Revenues					
Investment Income	32,757	150,133	39,095	6,337	19%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>32,757</u>	<u>150,133</u>	<u>39,095</u>	<u>6,337</u>	<u>19%</u>
Net Surplus (Deficit)	<u>340,698</u>	<u>560,554</u>	<u>291,632</u>	<u>-49,066</u>	<u>-14%</u>
Beginning Retained Earnings	1,063,494	1,646,376	2,206,930	1,143,436	108%
Ending Retained Earnings	2,437,635	2,206,930	2,498,562	60,928	2%

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS AUTO LIABILITY PROGRAM

(Fund 15) L

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	2,641,852	2,641,852	4,024,469	1,382,617	52%
Reinsurance Premiums	0	0	0	0	0%
Total Operating Revenues	<u>2,641,852</u>	<u>2,641,852</u>	<u>4,024,469</u>	<u>1,382,617</u>	<u>52%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	0	0	0	0	0%
Deductible Recoveries	0	0	0	0	0%
Claims Administrators	0	0	0	0	0%
Management Information System	0	0	0	0	0%
Program Administrators	0	0	0	0	0%
Brokerage Commissions & Fees	0	0	0	0	0%
Insurance Premiums (net of brokerage)	4,024,469	4,024,469	4,024,469	0	0%
Taxes, Assessments & Fees	0	0	0	0	0%
Actuarial Services	0	0	0	0	0%
Claims Audit	0	0	0	0	0%
Coverage Counsel	0	0	0	0	0%
Program Legal	0	0	0	0	0%
Miscellaneous Program Services	0	0	0	0	0%
Workshop/Training Expenses	0	0	0	0	0%
Loss Control Expenses	0	0	0	0	0%
Placeholder					
Appraisals	0	0	0	0	0%
Excess/Reinsurance Recoveries	0	0	0	0	0%
Program Committee (AIME & AORMA Only)	0	0	0	0	0%
Dividend Distributions	0	0	0	0	0%
Placeholder					
Total Direct Program Expenses	<u>4,024,469</u>	<u>4,024,469</u>	<u>4,024,469</u>	<u>0</u>	<u>0%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

CAMPUS AUTO LIABILITY PROGRAM

(Fund 15) L

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
General & Administrative Expenses					
Financial Audit	0	0	0	0	0%
Executive Committee & Board Expenses	0	0	0	0	0%
JPA Insurance	0	0	0	0	0%
Memberships, Associations & Dues	0	0	0	0	0%
Chancellor's Office Overhead Costs	0	0	0	0	0%
JPA Accreditation	0	0	0	0	0%
JPA Legal					
Miscellaneous Expenses	0	0	0	0	0%
Total General & Administrative Expenses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0%</u>
Total Operating Expenses	<u>4,024,469</u>	<u>4,024,469</u>	<u>4,024,469</u>	<u>0</u>	<u>0%</u>
Non-Operating Revenues					
Investment Income	-6,008	0	-17,585	-11,576	193%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>-6,008</u>	<u>0</u>	<u>-17,585</u>	<u>-11,576</u>	<u>193%</u>
Net Surplus (Deficit)	<u>-1,388,625</u>	<u>-1,382,617</u>	<u>-17,585</u>	<u>1,371,041</u>	<u>-99%</u>
Beginning Retained Earnings	-1,270,564	-1,934,946	-3,317,563	-2,046,999	161%
Ending Retained Earnings	-1,289,985	-3,317,563	-3,335,148	-2,045,163	159%

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

TOTAL: AORMA PROGRAMS

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	24,351,282	25,338,049	25,963,215	1,611,933	7%
Reinsurance Premiums	-12,736,117	-12,344,553	-13,430,606	-694,489	5%
Total Operating Revenues	<u>11,615,165</u>	<u>12,993,496</u>	<u>12,532,609</u>	<u>917,444</u>	<u>8%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	6,376,576	7,182,442	7,286,994	910,418	14%
Deductible Recoveries	-200,000	-200,000	-200,000	0	0%
Claims Administrators	365,934	376,888	475,420	109,486	30%
Management Information System	20,497	20,497	23,270	2,773	14%
Program Administrators	1,518,752	1,518,752	1,556,720	37,968	2%
Brokerage Commissions & Fees	855,464	878,560	989,983	134,519	16%
Insurance Premiums (net of brokerage)	4,928,920	4,987,720	5,238,294	309,374	6%
Taxes, Assessments & Fees	82,855	82,855	86,998	4,143	5%
Actuarial Services	11,600	12,020	11,298	-302	-3%
Claims Audit	0	0	6,500	6,500	0%
Coverage Counsel	5,000	5,000	5,000	0	0%
Program Legal	2,500	2,500	2,500	0	0%
Miscellaneous Program Services	1,469	1,469	1,508	39	3%
Workshop/Training Expenses	161,950	161,950	114,874	-47,076	-29%
Loss Control Expenses	172,901	172,901	226,899	53,998	31%
Placeholder					
Appraisals	14,500	14,500	0	-14,500	-100%
Excess/Reinsurance Recoveries	-1,562,361	-1,652,962	-1,656,790	-94,429	6%
Program Committee (AIME & AORMA Only)	8,000	8,000	8,000	0	0%
Dividend Distributions	-3,000,000	-3,000,000	-561,725	2,438,275	-81%
Placeholder					
Total Direct Program Expenses	<u>9,764,559</u>	<u>10,573,093</u>	<u>13,615,743</u>	<u>3,851,185</u>	<u>39%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

TOTAL: AORMA PROGRAMS

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	Difference <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses					
Financial Audit	5,857	5,857	6,016	159	3%
Executive Committee & Board Expenses	1,464	1,464	1,504	40	3%
JPA Insurance	10,766	10,766	12,164	1,397	13%
Memberships, Associations & Dues	9,518	9,518	10,265	747	8%
Chancellor's Office Overhead Costs	367,778	367,778	418,357	50,579	14%
JPA Accreditation	0	0	0	0	0%
JPA Legal					
Miscellaneous Expenses	6,004	6,004	6,475	471	8%
Total General & Administrative Expenses	<u>401,388</u>	<u>401,388</u>	<u>454,780</u>	<u>53,392</u>	<u>13%</u>
Total Operating Expenses	<u>10,165,947</u>	<u>10,974,481</u>	<u>14,070,523</u>	<u>3,904,577</u>	<u>38%</u>
Non-Operating Revenues					
Investment Income	62,894	572,625	76,747	13,853	22%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>62,894</u>	<u>572,625</u>	<u>76,747</u>	<u>13,853</u>	<u>22%</u>
Net Surplus (Deficit)	<u>1,512,113</u>	<u>2,591,640</u>	<u>-1,461,167</u>	<u>-2,973,280</u>	<u>-197%</u>
Beginning Retained Earnings	8,593,050	8,010,763	10,601,451	2,008,401	<u>23%</u>
Ending Retained Earnings	8,422,695	10,602,403	9,140,284	717,588	<u>9%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

AORMA LIABILITY PROGRAM

(Fund 21) M

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	8,351,066	8,366,524	11,787,359	3,436,293	41%
Reinsurance Premiums	-3,464,338	-3,682,533	-4,419,039	-954,701	28%
Total Operating Revenues	<u>4,886,728</u>	<u>4,683,991</u>	<u>7,368,320</u>	<u>2,481,592</u>	<u>51%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	2,616,812	3,298,525	3,444,937	828,125	32%
Deductible Recoveries	-200,000	-200,000	-200,000	0	0%
Claims Administrators	17,000	17,000	18,000	1,000	6%
Management Information System	5,624	5,624	8,175	2,551	45%
Program Administrators	713,813	713,813	731,658	17,845	2%
Brokerage Commissions & Fees *	571,000	596,657	702,477	131,477	23%
Insurance Premiums (net of brokerage)	1,441,529	1,495,798	1,774,200	332,671	23%
Taxes, Assessments & Fees	0	0	0	0	0%
Actuarial Services	5,100	5,220	5,220	120	2%
Claims Audit	0	0	6,500	6,500	0%
Coverage Counsel	5,000	5,000	5,000	0	0%
Program Legal	2,500	2,500	2,500	0	0%
Miscellaneous Program Services	504	504	685	181	36%
Workshop/Training Expenses	68,961	68,961	50,472	-18,489	-27%
Loss Control Expenses	110,973	110,973	185,824	74,850	67%
Placeholder					
Appraisals	0	0	0	0	0%
Excess/Reinsurance Recoveries	0	0	0	0	0%
Program Committee (AIME & AORMA Only)	2,744	2,744	3,632	888	32%
Dividend Distributions	0	0	-2,700,000	-2,700,000	0%
Placeholder					
Total Direct Program Expenses	<u>5,361,560</u>	<u>6,123,319</u>	<u>4,039,280</u>	<u>-1,322,280</u>	<u>-25%</u>

General & Administrative Expenses

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

AORMA LIABILITY PROGRAM

(Fund 21) M

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Financial Audit	2,009	2,009	2,731	723	36%
Executive Committee & Board Expenses	502	502	683	181	36%
JPA Insurance	3,692	3,692	5,522	1,830	50%
Memberships, Associations & Dues	3,264	3,264	4,660	1,396	43%
Chancellor's Office Overhead Costs	126,126	126,126	189,935	63,809	51%
JPA Accreditation	326	326	0	-326	-100%
JPA Legal					
Miscellaneous Expenses	2,059	2,059	2,939	881	43%
Total General & Administrative Expenses	<u>137,979</u>	<u>137,979</u>	<u>206,471</u>	<u>68,492</u>	<u>50%</u>
Total Operating Expenses	<u>5,499,539</u>	<u>6,261,298</u>	<u>4,245,751</u>	<u>-1,253,788</u>	<u>-23%</u>
Non-Operating Revenues					
Investment Income	39,323	226,080	32,118	-7,205	-18%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>39,323</u>	<u>226,080</u>	<u>32,118</u>	<u>-7,205</u>	<u>-18%</u>
Net Surplus (Deficit)	<u>-573,488</u>	<u>-1,351,227</u>	<u>3,154,687</u>	<u>3,728,175</u>	<u>-650%</u>
Beginning Retained Earnings	2,319,028	-1,073,721	-2,424,948	-4,743,976	-205%
Ending Retained Earnings	5,150,182	-2,424,948	729,740	-4,420,442	-86%

* Brokerage Commission corrected to reflect current contract fee.

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses

Fiscal Year July 1, 2025 to June 30, 2026

AORMA WORKERS' COMPENSATION PROGRAM

(Fund 22) N

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	Difference <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
Operating Revenues					
Contributions	3,496,681	3,496,681	2,265,731	-1,230,950	-35%
Reinsurance Premiums	0	0	0	0	0%
Total Operating Revenues	<u>3,496,681</u>	<u>3,496,681</u>	<u>2,265,731</u>	<u>-1,230,950</u>	<u>-35%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	1,672,920	1,841,552	1,701,746	28,826	2%
Deductible Recoveries	0	0	0	0	0%
Claims Administrators	332,030	222,555	341,991	9,961	3%
Management Information System	7,364	7,364	8,071	707	10%
Program Administrators	440,438	440,438	451,449	11,011	3%
Brokerage Commissions & Fees	0	0	0	0	0%
Insurance Premiums (net of brokerage)	2,733,505	2,900,744	2,814,736	81,231	3%
Taxes, Assessments & Fees	82,855	82,855	86,998	4,143	5%
Actuarial Services	5,500	5,550	5,550	50	1%
Claims Audit	0	0	0	0	0%
Coverage Counsel	0	0	0	0	0%
Program Legal	0	0	0	0	0%
Miscellaneous Program Services	211	211	132	-79	-38%
Workshop/Training Expenses	29,971	29,971	17,314	-12,658	-42%
Loss Control Expenses	46,466	46,466	25,502	-20,964	-45%
Placeholder					
Appraisals	0	0	0	0	0%
Excess/Reinsurance Recoveries	-1,562,361	-1,652,962	-1,656,790	-94,429	6%
Program Committee (AIME & AORMA Only)	1,149	1,149	698	-451	-39%
Dividend Distributions	0	0	2,138,275	2,138,275	0%
Placeholder					
Total Direct Program Expenses	<u>3,790,048</u>	<u>3,925,893</u>	<u>5,935,672</u>	<u>2,145,623</u>	<u>57%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses

Fiscal Year July 1, 2025 to June 30, 2026

AORMA WORKERS' COMPENSATION PROGRAM

(Fund 22) N

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	Difference <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses					
Financial Audit	841	841	525	-316	-38%
Executive Committee & Board Expenses	210	210	131	-79	-38%
JPA Insurance	1,546	1,546	1,061	-484	-31%
Memberships, Associations & Dues	1,367	1,367	896	-471	-34%
Chancellor's Office Overhead Costs	52,811	52,811	36,509	-16,302	-31%
JPA Accreditation	137	137	0	-137	-100%
JPA Legal					
Miscellaneous Expenses	862	862	565	-297	-34%
Total General & Administrative Expenses	<u>57,773</u>	<u>57,773</u>	<u>39,687</u>	<u>-18,086</u>	<u>-31%</u>
Total Operating Expenses	<u>3,847,822</u>	<u>3,983,666</u>	<u>5,975,359</u>	<u>2,127,537</u>	<u>55%</u>
Non-Operating Revenues					
Investment Income	18,217	142,702	25,620	7,403	41%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>18,217</u>	<u>142,702</u>	<u>25,620</u>	<u>7,403</u>	<u>41%</u>
Net Surplus (Deficit)	<u>-332,923</u>	<u>-344,283</u>	<u>-3,684,008</u>	<u>-3,351,084</u>	<u>1007%</u>
Beginning Retained Earnings	4,297,773	5,942,772	5,598,489	1,300,716	30%
Ending Retained Earnings	2,444,874	5,598,489	1,914,481	-530,393	-22%

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

AORMA PROPERTY PROGRAM

(Fund 23) O

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	11,148,850	11,932,881	10,126,487	-1,022,363	-9%
Reinsurance Premiums	-9,271,779	-8,662,020	-9,011,567	260,212	-3%
Total Operating Revenues	<u>1,877,071</u>	<u>3,270,861</u>	<u>1,114,920</u>	<u>-762,151</u>	<u>-41%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	851,433	618,350	629,542	-221,891	-26%
Deductible Recoveries	0	0	0	0	0%
Claims Administrators	0	99,429	99,429	99,429	0%
Management Information System	7,509	7,509	7,023	-485	-6%
Program Administrators	288,563	288,563	295,777	7,214	2%
Brokerage Commissions & Fees	255,424	254,156	256,992	1,568	1%
Insurance Premiums (net of brokerage)	493,187	341,259	375,385	-117,802	-24%
Taxes, Assessments & Fees	0	0	0	0	0%
Actuarial Services	1,000	1,250	528	-472	-47%
Claims Audit	0	0	0	0	0%
Coverage Counsel	0	0	0	0	0%
Program Legal	0	0	0	0	0%
Miscellaneous Program Services	673	673	588	-85	-13%
Workshop/Training Expenses	58,688	58,688	43,360	-15,328	-26%
Loss Control Expenses	15,462	15,462	15,573	111	1%
Placeholder					
Appraisals	14,500	14,500	0	-14,500	-100%
Excess/Reinsurance Recoveries	0	0	0	0	0%
Program Committee (AIME & AORMA Only)	3,663	3,663	3,120	-542	-15%
Dividend Distributions	-3,000,000	-3,000,000	0	3,000,000	-100%
Placeholder					
Total Direct Program Expenses	<u>-1,009,899</u>	<u>-1,296,499</u>	<u>1,727,318</u>	<u>2,737,217</u>	<u>-271%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

AORMA PROPERTY PROGRAM

(Fund 23) O

	<u>FY 24/25</u> <u>Adopted</u>	<u>FY 24/25</u> <u>Anticipated</u>	<u>FY 25/26</u> <u>Proposed</u>	Difference <u>Adopted to</u> <u>Proposed</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses					
Financial Audit	2,682	2,682	2,346	-335	-13%
Executive Committee & Board Expenses	670	670	587	-84	-13%
JPA Insurance	4,929	4,929	4,744	-185	-4%
Memberships, Associations & Dues	4,358	4,358	4,004	-354	-8%
Chancellor's Office Overhead Costs	168,381	168,381	163,173	-5,209	-3%
JPA Accreditation	436	436	0	-436	-100%
JPA Legal					
Miscellaneous Expenses	2,749	2,749	2,525	-223	-8%
Total General & Administrative Expenses	<u>184,205</u>	<u>184,205</u>	<u>177,379</u>	<u>-6,826</u>	<u>-4%</u>
Total Operating Expenses	<u>-825,694</u>	<u>-1,112,294</u>	<u>1,904,697</u>	<u>2,730,391</u>	<u>-331%</u>
Non-Operating Revenues					
Investment Income	-7,250	51,087	6,184	13,434	-185%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>-7,250</u>	<u>51,087</u>	<u>6,184</u>	<u>13,434</u>	<u>-185%</u>
Net Surplus (Deficit)	<u>2,695,515</u>	<u>4,434,242</u>	<u>-783,593</u>	<u>-3,479,108</u>	<u>-129%</u>
Beginning Retained Earnings	-94,332	1,006,764	5,441,006	5,535,338	-5868%
Ending Retained Earnings	46,735	5,441,006	4,657,412	4,610,677	9866%

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

AORMA CRIME PROGRAM

(Fund 24) P

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	477,981	467,714	497,437	19,456	4%
Reinsurance Premiums	0	0	0	0	0%
Total Operating Revenues	<u>477,981</u>	<u>467,714</u>	<u>497,437</u>	<u>19,456</u>	<u>4%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	150,000	150,000	150,000	0	0%
Deductible Recoveries	0	0	0	0	0%
Claims Administrators	0	0	0	0	0%
Management Information System	0	0	0	0	0%
Program Administrators	30,375	30,375	31,134	759	2%
Brokerage Commissions & Fees *	28,967	27,674	30,441	1,474	5%
Insurance Premiums	260,699	249,919	273,973	13,274	5%
Taxes, Assessments & Fees *	0	0	0	0	0%
Actuarial Services	0	0	0	0	0%
Claims Audit	0	0	0	0	0%
Coverage Counsel	0	0	0	0	0%
Program Legal	0	0	0	0	0%
Miscellaneous Program Services	29	29	29	0	0%
Workshop/Training Expenses	2,516	2,516	2,130	-386	-15%
Loss Control Expenses	0	0	0	0	0%
Placeholder					
Appraisals	0	0	0	0	0%
Excess/Reinsurance Recoveries	0	0	0	0	0%
Program Committee (AIME & AORMA Only)	157	157	153	-4	-2%
Dividend Distributions	0	0	0	0	0%
Placeholder					
Total Direct Program Expenses	<u>472,743</u>	<u>460,670</u>	<u>487,860</u>	<u>15,117</u>	<u>3%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

AORMA CRIME PROGRAM

(Fund 24) P

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
General & Administrative Expenses					
Financial Audit	115	115	115	0	0%
Executive Committee & Board Expenses	29	29	29	0	0%
JPA Insurance	211	211	233	22	10%
Memberships, Associations & Dues	187	187	197	10	5%
Chancellor's Office Overhead Costs	7,219	7,219	8,015	796	11%
JPA Accreditation	19	19	0	-19	-100%
JPA Legal					
Miscellaneous Expenses	118	118	124	6	5%
Total General & Administrative Expenses	<u>7,897</u>	<u>7,897</u>	<u>8,713</u>	<u>816</u>	<u>10%</u>
Total Operating Expenses	<u>480,640</u>	<u>468,567</u>	<u>496,573</u>	<u>15,933</u>	<u>3%</u>
Non-Operating Revenues					
Investment Income	3,628	11,939	5,329	1,701	47%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>3,628</u>	<u>11,939</u>	<u>5,329</u>	<u>1,701</u>	<u>47%</u>
Net Surplus (Deficit)	<u>969</u>	<u>11,086</u>	<u>6,193</u>	<u>5,224</u>	<u>539%</u>
Beginning Retained Earnings	635,012	829,812	840,898	205,886	32%
Ending Retained Earnings	594,804	840,898	847,091	252,287	42%

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses

Fiscal Year July 1, 2025 to June 30, 2026

AORMA UNEMPLOYMENT INSURANCE PROGRAM

(Fund 25) Q

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
Operating Revenues					
Contributions	876,704	1,074,249	1,286,201	409,497	47%
Reinsurance Premiums	0	0	0	0	0%
Total Operating Revenues	<u>876,704</u>	<u>1,074,249</u>	<u>1,286,201</u>	<u>409,497</u>	<u>47%</u>
Operating Expenses					
<i>Direct Program Expenses</i>					
Claims Payments & Legal Expenses	1,085,411	1,274,015	1,360,769	275,358	25%
Deductible Recoveries	0	0	0	0	0%
Claims Administrators	16,904	37,904	16,000	-904	-5%
Management Information System	0	0	0	0	0%
Program Administrators	45,563	45,563	46,702	1,139	2%
Brokerage Commissions & Fees	73	73	73	0	0%
Insurance Premiums (net of brokerage)	0	0	0	0	0%
Taxes, Assessments & Fees	0	0	0	0	0%
Actuarial Services	0	0	0	0	0%
Claims Audit	0	0	0	0	0%
Coverage Counsel	0	0	0	0	0%
Program Legal	0	0	0	0	0%
Miscellaneous Program Services	53	53	75	22	41%
Workshop/Training Expenses	1,814	1,814	1,598	-216	-12%
Loss Control Expenses	0	0	0	0	0%
Placeholder					
Appraisals	0	0	0	0	0%
Excess/Reinsurance Recoveries	0	0	0	0	0%
Program Committee (AIME & AORMA Only)	288	288	396	108	38%
Dividend Distributions	0	0	0	0	0%
Placeholder					
Total Direct Program Expenses	<u>1,150,106</u>	<u>1,359,710</u>	<u>1,425,613</u>	<u>275,507</u>	<u>24%</u>

CSURMA

OPERATING BUDGET

Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2025 to June 30, 2026

AORMA UNEMPLOYMENT INSURANCE PROGRAM

(Fund 25) Q

	<u>FY 24/25 Adopted</u>	<u>FY 24/25 Anticipated</u>	<u>FY 25/26 Proposed</u>	<u>Difference Adopted to Proposed</u>	<u>Percent Change</u>
General & Administrative Expenses					
Financial Audit	211	211	298	87	41%
Executive Committee & Board Expenses	53	53	75	22	41%
JPA Insurance	388	388	603	215	55%
Memberships, Associations & Dues	343	343	509	166	48%
Chancellor's Office Overhead Costs	13,241	13,241	20,725	7,484	57%
JPA Accreditation	34	34	0	-34	-100%
JPA Legal					
Miscellaneous Expenses	216	216	321	105	48%
Total General & Administrative Expenses	<u>14,485</u>	<u>14,485</u>	<u>22,530</u>	<u>8,044</u>	<u>56%</u>
Total Operating Expenses	<u>1,164,591</u>	<u>1,374,195</u>	<u>1,448,143</u>	<u>283,552</u>	<u>24%</u>
Non-Operating Revenues					
Investment Income	8,976	140,817	7,495	-1,480	-16%
Miscellaneous Fee Revenue	0	0	0	0	0%
Interest Expense	0	0	0	0	0%
Transfer In (Out)					
Total Non-Operating Revenues	<u>8,976</u>	<u>140,817</u>	<u>7,495</u>	<u>-1,480</u>	<u>-16%</u>
Net Surplus (Deficit)	<u>-278,911</u>	<u>-159,129</u>	<u>-154,446</u>	<u>124,465</u>	<u>-45%</u>
Beginning Retained Earnings	1,618,633	1,305,136	1,146,007	-472,626	-29%
Ending Retained Earnings	918,337	1,146,007	991,561	73,223	8%

		Campus Liability (Fund 10)	Campus WC (Fund 11)	Campus IDL/NDI/UI (Fund 12)	Campus Property (Fund 13)	Campus AIME (Fund 14)	Campus AL (Fund 15)	AORMA Liability (Fund 21)	AORMA WC (Fund 22)	AORMA Property (Fund 23)	AORMA Crime (Fund 24)	AORMA UIP (Fund 25)	PIP (Fund 20)	OCIP (Fund 18)	CSIP (Fund 17)	TOTAL
	Contributions	45,763,648	34,940,364	14,991,757	45,718,188	4,801,258	4,024,469	11,787,359	2,265,731	10,126,487	497,437	1,286,201	687,750	0	451,835	177,342,483
	Contributions w/o Campus Auto Liability	45,763,648	34,940,364	14,991,757	45,718,188	4,801,258	0	11,787,359	2,265,731	10,126,487	497,437	1,286,201	0	0	451,835	172,630,264
FY 25/26	Contributions (%) used to allocated expenses	27%	20%	9%	26%	3%	0%	7%	1%	6%	0%	1%	0%	0%	0%	100%
10,000	AlME Committee					10,000										10,000
8,000	AORMA Committee							3,632	698	3,120	153	396				8,000
18,000	Program Committee	0	0	0	0	10,000	0	3,632	698	3,120	153	396	0	0	0	18,000
10,000	Misc Program Services (Website)	2,658	2,029	871	2,655	279		685	132	588	29	75				10,000
46,000	CMIS (Ventiv)	46,000														46,000
104,453	RMIS (Ventiv) Exp 6/01/26	31,740	24,234		31,709			8,175	1,571	7,023						104,453
246,500	Sedgwick viaOne / OSHA Basic and Advanced		240,000						6,500							246,500
396,953	Management Information Systems	77,740	264,234	0	31,709	0	0	8,175	8,071	7,023	0	0	0	0	0	396,953
28,557	Actuarial Services	5,500	5,500	0	529	5,500		5,500	5,500	528						28,557
22,500	Claims Audit	5,000	0	0	0	11,000	0	6,500	0	0	0	0				22,500
0	Appraisals				0					0						0
3,195,568	Program Administration	311,381	852,201	196,662	262,216	16,388		731,658	451,449	295,777	31,134	46,702				3,195,568
4,191,562	Claims Administrator (Update Claims Admin Tab)		3,467,571	100,000		240,000		18,000	341,991			16,000			8,000	4,191,562
0	CSU / UC WC Summit		0													0
15,000	OGC Training	3,987	3,044	1,306	3,983	418		1,027	197	882	43	112				15,000
30,000	CO SPD - Compliance Training CAMPUS	9,708	7,412	3,180	9,699											30,000
40,000	CO SPD - Skillssoft Online Training CAMPUS	12,945	9,883	4,241	12,932											40,000
75,000	CO SPD - Compliance Training & Skillssoft AORMA							35,825	6,886	30,777	1,512					75,000
125,000	Systemwide LMS Position (NEW)		117,388						7,612							125,000
10,000	Alta WC Training		10,000													10,000
50,000	EC Professional Devel / P&P #12	50,000														50,000
0	CSU Concussion Management Training							0								0
7,500	Youth Protection Summit	7,500														7,500
15,000	SW Emergency Mgmt Training & Exercises (EC approved 5/05/22)	15,000														15,000
5,500	The Culture People	5,500														5,500
30,000	AOA Conference							13,620	2,618	11,701	575	1,486				30,000
40,000	WERSC Training (odd fiscal years - 25/26)	12,945	9,883	4,241	12,932											40,000
0	FTPT Conference (even fiscal years - 24/25)	0	0	0	0			0	0	0	0	0				0
443,000	Workshop / Training Expenses	117,585	157,611	12,968	39,545	418	0	50,472	17,314	43,360	2,130	1,598	0	0	0	443,000

		Campus Liability (Fund 10)	Campus WC (Fund 11)	Campus IDL/NDI/UI (Fund 12)	Campus Property (Fund 13)	Campus AIME (Fund 14)	Campus AL (Fund 15)	AORMA Liability (Fund 21)	AORMA WC (Fund 22)	AORMA Property (Fund 23)	AORMA Crime (Fund 24)	AORMA UIP (Fund 25)	PIP (Fund 20)	OCIP (Fund 18)	CSIP (Fund 17)	TOTAL
	Contributions	45,763,648	34,940,364	14,991,757	45,718,188	4,801,258	4,024,469	11,787,359	2,265,731	10,126,487	497,437	1,286,201	687,750	0	451,835	177,342,483
	Contributions w/o Campus Auto Liability	45,763,648	34,940,364	14,991,757	45,718,188	4,801,258	0	11,787,359	2,265,731	10,126,487	497,437	1,286,201	0	0	451,835	172,630,264
FY 25/26	Contributions (%) used to allocated expenses	27%	20%	9%	26%	3%	0%	7%	1%	6%	0%	1%	0%	0%	0%	100%

10,000	AIME Committee					10,000										10,000
8,000	AORMA Committee							3,632	698	3,120	153	396				8,000
18,000	Program Committee	0	0	0	0	10,000	0	3,632	698	3,120	153	396	0	0	0	18,000
50,000	Witt O'Brien	50,000														50,000
45,000	Praesidium	21,733	16,593					5,598	1,076							45,000
85,882	Agility Recovery (EC approved 1/07/24) Exp 7/15/25				70,309					15,573						85,882
0	Theater Safety (UC)															0
100,000	CalOSHA Repeat Violations (EC approved 3/04/21)		100,000													100,000
0	UC RSS subscription (EC approved 12/04/20) Exp 5/07/26															0
50,000	UC Lab Safety Training Consortium - Continuous	50,000														50,000
259,510	Evident ID	206,358						53,152								259,510
125,000	Alliant Risk Control Consulting							104,847	20,153							125,000
34,500	Black Swan Solutions (EC approved 5/7/21) Exp 6/30/27	34,500														34,500
26,500	Employers Group							22,227	4,273							26,500
150,000	Risk Reduction Funding Grants	85,058	64,942													150,000
78,756	EHS Grant \$150k for SW Student Training (rollover from FY 20 21)	44,659	34,097													78,756
0	South Tech System (Conflict of Interest Code)	0						0								0
0	Fall Protection Project	0														0
0	Security Awareness Trng (SAT)	0														0
10,333	Campus Safety, Health and Environmental Mgmt Assoc Fee		10,333													10,333
66,400	AXA Assistance	66,400														66,400
100,000	Terra Dotta, LLC (FTIP)	100,000														100,000
107,894	VEOCI - Emergency Mgmt Software	53,947	53,947													107,894
64,680	Descartes Visual Compliance (EC approved 9/6/24) Exp 12/31/28	64,680														64,680
1,354,455	Loss Control Expenses	777,335	279,912	0	70,309	0	0	185,824	25,502	15,573	0	0	0	0	0	1,354,455

CHANCELLOR'S OFFICE OVERHEAD COSTS FOR FY 25/26

ISSUE: The CSU Chancellor's Office System Budget Office finished the cost allocation analysis for FY 25/26 and the total overhead cost for CSURMA is \$3,392,400, this represents a 10.8% increase. 16% or \$610,728 of the total Overhead Costs are allocated directly to the Campus Liability Program as OGC's legal expenses.

RECOMMENDATION: It is recommended that the Executive Committee approve the final Chancellor's Office Overhead Costs memo for FY 25/26.

FISCAL IMPACT: The Chancellor's Office overhead costs of \$3,392,400 are included in the draft FY 25/26 CSURMA Budget.

BACKGROUND: The Program Administrator will be on hand at the meeting to answer questions.

PUBLICATION: None.

ATTACHMENT(S):

- a. FY 25/26 Overhead Costs CSURMA Memo Dated April 8, 2025

Date: April 8, 2025
To: CSURMA Executive Committee
From: Steve Relyea 
Executive Vice Chancellor and Chief Financial Officer
Subject: **FY 2025/26 Overhead Costs CSU Risk Management Authority**

On an annual basis, the Chancellor's Office reviews the methodology to allocate state-funded costs to non-state funded activities, to be in compliance with policy and State regulations. It is the policy of the CSU that costs incurred by the CSU Operating Fund for providing services, products, and facilities to CSU enterprise programs/activities/funds, auxiliary organizations, and entities external to the university are properly and consistently recovered with cash and/or a documented exchange of value.

The Chancellor's Office's (CO) approved Cost Allocation Plan (CAP) methodology for allocation of indirect costs is based on a pro-rata share of the auxiliary or enterprise fund's revenues to the total revenues received by the Chancellor's Office as a whole. The resulting percentage is then applied to the CO departments' most recent full-year actual personnel expenses for those departments providing services. The resulting amount will be the cost recovery amount for indirect costs incurred.

In accordance with this policy, \$3,392,400 needs to be recovered from the CSURMA and will be divided into quarterly installments of \$848,100. This cost allocation plan is effective for the fiscal period beginning July 1, 2025, through June 30, 2026.

Typical Services (Costs) Allocated to the Programs as Applicable:

Chancellor's Office Administration

- Provide guidance and oversight of audit and legal services.
- Provide advocacy, communications, and marketing services.
- Provide executive leadership and guidance.

Academic and Student Affairs

- Provide leadership and support of academic programs and student success initiatives.

Financial Services

- Fiscal management and reporting oversight, certification of compliance with CSU policies, procedures, and regulations.
- Process disbursements for vendor payments through the Accounts Payable department.
- Produce financial reporting packages; annual external audit; bond audited financial statement; and on demand reporting requests.
- Accounts payable, accounts receivable, audit reporting, banking, financial transactions, reconciliation, and information.
- Financial reporting for legal and GAAP-basis requirements.
- Guidance and oversight on tax issues.

Financing & Treasury

- Financing of capital projects including the analysis of projects, the preparation & presentation of items to the board for approval and issuance of debt.
- Management of banking and investment of funds.

Budget Operations

- Monitor and advise on the availability of revenues, provide management for compliance with state laws and statutes.
- Management of funding requests and related budget allocations.

Contract Services and Procurement

- Acquisition of goods and services
- Contracting, scope of work, and purchase order dissemination.

Building and Facilities

- Office Space, equipment usage, utilities, telecommunications.
- Janitorial services, mailroom, and print services.
- Public safety, building and ground maintenance.

Information Technology

- IT safety, maintenance, upgrades, and systems assistance.
- Provide user access and resolve access issues/error.

Human Resources

- Provide employee relations, labor laws, and staffing assistance.
- Process payroll & related taxes for staff.
- Provide and maintain employee benefit plans.

Overhead Costs for CSURMA

April 8, 2025

Page 3 of 3

If you have any questions, please contact Jeni Kitchell, Assistant Vice Chancellor/Controller at jkitchell@calstate.edu or Paul Avedissian, Chancellor's Office Budget Director at pavedissian@calstate.edu.

SR:jk/pa

cc: Jeni Kitchell, Assistant Vice Chancellor/Controller, Finance and Budget Administration
Paul Avedissian, Chancellor's Office Budget Director
Lisa Kasten, Director, Financial Services Accounting
Alice Kim, Senior Manager, Enterprise & CO Reporting

FY 2025/26 LONG RANGE ACTION PLAN

ISSUE: The Executive Committee held its long-range planning session on March 6-7, 2025. The planning session consisted of a review of the FY 24/25 Long Range Action Plan, a report on its status, an evaluation on where efforts should be focused for the next one to three years, and development of new long-range goals for FY 25/26 and beyond. Based on the discussions during the long-range planning session, the Program Administrator drafted the FY 25/26 Long Range Action Plan summarizing goals to be accomplished in the next fiscal year for the Committee's review and approval.

RECOMMENDATION: The Executive Committee is asked to approve the draft FY 25/26 Long Range Action Plan.

FISCAL IMPACT: No fiscal impact is expected from action at today's meeting.

BACKGROUND: The Executive Committee establishes a Long-Range Action Plan every year. The planning session is held in March to consider how CSURMA may be refined to improve member services and to evaluate areas of coverage in response to emerging risk.

PUBLICATION: The Long-Range Action Plan will be included in every agenda packet.

ATTACHMENT(S):

- a. FY 25/26 Long Range Action Plan

FY 2025/26 CSURMA LONG RANGE ACTION PLAN					
GOAL	ACTION / TASK		STAFF	DEADLINE	STATUS
LRP-1	Energized Equipment				
SRM - Amy to Manage	1.	Develop SOP for Mechanical, Medium, High Volt, Look/Tag – Consultant Bids	PA, SRM	Aug-24	In Process
	2.	Work on MEA to Resource Consultants	PA, SRM	Oct-24	In Process
	3.	Student Project Safety Manual for Same	PA, SRM	Aug-25	
LRP-2	Create Acceptance of Risk / Informed Consent Document to be Use When Students are Engaged in Experiential Learning				
SRM - Amy to Manage	1.	Review the use of the CSU liability waiver and provide clarification between (1) voluntary experiential learning with lack of CSU oversight, and (2) course required internships at the direction and control of faculty.	PA, SRM	Jun-21	Completed
	2.	Review Executive Order 1064 and provide clarification as to the statement included, "if the internship placement is not required as part of the student's academic program, the student must complete the liability waiver form..."	PA, SRM	Jul-21	In Process
	3.	Provide guidance at the campus level.	PA, SRM	Sep-22	Pending
	4.	Create acceptance of risk / informed content document to use when students are engaged in experiential learning.	PA, SRM	Oct-24	Pending
	5.	Update the CSU Waiver Handbook.	PA, SRM	Oct-25	
	6.	Provide guidance at the campus level either in person or via announcement of updated resources available.	PA, SRM	Oct-25	
LRP-3	Evident ID				
Mimi	1.	Present proposal to EC for final approval	PA, EC	May-25	Completed
	2.	Introduce Evident ID services to the BOD	PA, BOD	May-25	Completed
	3.	Begin the implementation process	PA, SRM	May-25	
	4.	Roll out and monitor services	PA, SRM	Jun-25	
LRP-4	Combat Sports				
Amy	1.	Send survey to all Campuses and Auxiliaries to gather information (tournaments, for-profit, 3rd party sponsorship, etc.)	PA	Apr-25	
	2.	Analyze the data	PA, SRM	May-25	
	3.	Evaluate coverage options, available or otherwise	PA	Jun-25	
	4.	Review with Rating Plans Task Group	PA, SRM	Jul-25	
LRP-5	AI Campus Security Survey				
Amy	1.	Poll all campuses for existing AI security	PA, SRM	May-25	
	2.	Share information between campuses	PA, SRM	Jun-25	
	3.				
LRP-6	Process for Identifying Complex Claims Process				
	1.	Create a flow chart for each coverage program outlining the claims process	PA	Jul-25	

FY 2025/26 CSURMA LONG RANGE ACTION PLAN					
GOAL	ACTION / TASK		STAFF	DEADLINE	STATUS
Mini	2.	Identify within the flow chart the appropriate "claims service champion" for each coverage program	PA, SRM	Jul-25	
	3.	Add to the CSURMA Service Calendar	PA	Jul-25	
	4.	Distribute, annually, the flow chart to all Campuses and Auxiliaries	PA, SRM	Aug-25	
PARKING LOT - ONGOING OR FUTURE PROJECTS					
GOAL	ACTION / TASK		STAFF	DEADLINE	STATUS
PL-1	Systemwide Roof Assessment and Fall Protection / Prevention - Development of Resource Guide				
Zachary	1.	In exchange for funding CSU Sacramento's roof assessment and fall protection, the inspector will be asked to create a resource guide to be available to all CSU Campuses.	SRM	N/A	Ongoing
BOD: CSURMA Board of Directors CABO: CSU Chief Administrators and Business Officers CO: Chancellor's Office CPDC: CO Capital Planning Design & Construction EC: CSURMA Executive Committee OGC: CSU Office of General Counsel PA: CSURMA Program Administrator SRM: CSU Systemwide Risk Management					

EXCESS INSURANCE RENEWALS AND UNDERWRITER MEETINGS REPORT

ISSUE: Most of CSURMA's coverage programs renew on July 1. The Chancellor's Office and Program Administrator staff will be actively marketing the programs and negotiating terms early in 2025 which will include underwriter meetings with our various partners.

RECOMMENDATION: No action is requested at today's meeting; however, the Executive Committee may take action or provide direction to staff based on the report of the meetings.

FISCAL IMPACT: The cost of the insurance programs will be included in the proposed budget as projected in the rates published to the CSURMA Board and AORMA Committee.

BACKGROUND: CSURMA representatives will meet with CSURMA's various program underwriters, in person and via zoom, in the lead up to the renewals and we will report out details of those meetings. CSURMA will be represented by Robert Eaton, CSU Assistant Vice Chancellor, Financing, Treasury and Risk Management, Zachary Gifford, Senior Director of Systemwide Risk Management, Jody Van Leuven EdD, Director of Systemwide Risk Management, Daniel Howell, CSURMA Program Director, and Amy Lightner, CSURMA Program Administrator. The main goals of underwriter meetings are:

- Demonstration of CSU leadership's commitment to risk management;
- Update on CSU's financial and operational outlook;
- Evaluation of the state of the insurance market and how changes may impact CSURMA's placements;
- Discussion of pending claims matters; and,
- Discussion on technical points of insurance placements and renewal expectations.

PUBLICATION: This item is for information in the agenda packet and no further publication is anticipated.

ATTACHMENT(S): None.

PRISM WORKERS' COMPENSATION RENEWAL

ISSUE: CSURMA has been participating in the PRISM Primary Workers' Compensation program since January 1, 2015. CSURMA accepted terms last year to renew both the Campus and AORMA workers' compensation programs for a new two-year period (*i.e.*, FY 24/25 and FY 25/26) in return for lower rates. Upon review of CSURMA's collective loss experience and the actuary's projections for both the Campus and AORMA workers' compensation programs, staff asked PRISM to revise its renewal terms for FY 25/26, and to extend the two-year plan through FY 26/27. PRISM's rates are not keeping pace with CSURMA's actuarial rates, which continue to decrease.

The table below shows a comparison of the PRISM Workers' Compensation renewal costs using the current rate compared to CSURMA risk pool costs. As of the agenda mailing date, updated PRISM rates have not been received.

FY 25/26 CSURMA Workers' Compensation - Campus

FY 25/26 Payroll 5,035,511,000

PRISM	Current Rate	Proposed Rate	2nd Yr of 2Yr Commitment / Premium		Proposed Premium	
PRISM Primary	0.4046	TBD	20,372,572		TBD	
PRISM Excess	0.1657	TBD	8,343,842		TBD	
Safety National	0.0738	TBD	3,716,207		TBD	
Total PRISM Costs	0.6441	0.0000	32,432,621		0	
CSURMA	Expected Rate	70% Rate	Expected Premium	70% Premium	Expected Premium	70% Premium
Pooled Layer	0.5287	0.5630	26,621,541	28,351,942	26,621,541	28,351,942
Safety National	0.0738	0.0738	3,716,207	3,716,207	3,716,207	3,716,207
Total CSURMA Costs			30,337,749	32,068,150	30,337,749	32,068,150
Cost Savings / Cost Increase			2,094,872	364,471		

FY 25/26 CSURMA Workers' Compensation - AORMA

Payroll			FY 25/26 Payroll		480,761,115	
PRISM	Current Rate	Proposed Rate	2nd Yr of 2Yr Commitment / Premium		Proposed Premium	
PRISM Primary	0.3154	TBD	1,516,187		TBD	
PRISM Excess	0.1301	TBD	625,483		TBD	
Safety National	0.1400	TBD	673,066		TBD	
Total PRISM Costs	0.5855	0.0000	2,814,736		0	
CSURMA	Expected Rate	70% Rate	Expected Premium	70% Premium	Expected Premium	70% Premium
Pooled Layer	0.3383	0.3755	1,626,458	1,805,368	1,626,458	1,805,368
Safety National	0.1400	0.1400	673,066	673,066	673,066	673,066
Total CSURMA Costs			2,299,524	2,478,434	2,299,524	2,478,434
Cost Savings / Cost Increase			515,212	336,302		

RECOMMENDATION: As FY 25/26 is the second year of a two-year rate agreement with PRISM, the above rates are final unless the Committee approves a new two-year commitment. The Program Administrator recommends that the Committee delegate authority to the Treasurer and Secretary-Auditor to make the final decision after reviewing the final PRISM renewal pricing.

FISCAL IMPACT: See the table above. The PRISM workers' compensation deposit premiums (using the current rate) are included in the FY 25/26 CSURMA Budget.

BACKGROUND: Staff will be on hand to answer questions during the meeting.

PUBLICATION: None.

ATTACHMENT(S):

- a. PRISM Proposal for FY 25/26 and FY 26/27 (*handout*)

EVIDENT ID

ISSUE: Recently, there has been increased interest across campuses for an automated insurance verification and tracking platform. Evident ID is a Certificate of Insurance (COI) tracking platform. The Evident ID platform is designed to take the hassle out of collecting, verifying, and tracking COI's. PRISM, CSURMA's workers' compensation reinsurer, entered into a partnership with Evident ID, allowing CSURMA members to take advantage of discounted pricing.

Attached for the Committee's review is the Evident ID proposal for services.

RECOMMENDATION: The Executive Committee will be asked to review, and if appropriate, approve services with Evident ID. If services are approved, it is recommended that the Committee delegate authority to the Treasurer and Secretary-Auditor, in coordination with General Counsel, to finalize and execute the agreement.

FISCAL IMPACT: \$259,510 has been added to the FY 25/26 CSURMA Budget. \$206,358 is allocated to the Campus Liability Program, and \$53,152 is allocated to the AORMA Liability Program. If approved by the Executive Committee, CSURMA will pay for the first year of services.

BACKGROUND: The link below provides additional information as well as a short demonstration of the platform.

<https://evidentid.teamaligned.com/room/67508aca0e486bceb281180e/overview?avk=c4ae3ecb>

PUBLICATION: If the service is approved, members will be notified, and virtual trainings will be scheduled.

ATTACHMENT(S):

- a. Evident ID Proposal dated March 25, 2025



Your One Stop
Risk Verification Solution

Proposal for CSU

March 25, 2025

Executive Summary

Evident is your trusted partner in today's dynamic and evolving business environment. We unite legal, finance, and risk management teams, harnessing the power of AI and benchmark data to streamline your credentialing process, and more importantly, elevate your risk decision-making capabilities.

While we have a proven track record of reducing compliance admin by 85%, this is only one, small benefit of a business credentialing solution. The real value comes into play with our data-driven insights, that help you sidestep avoidable expenditures, guarantee comprehensive coverage, and maintain your competitive edge against your peers.

Whether dealing with a network of 500 or 50,000+ third-party entities, Evident's platform remains adaptable and efficient, striking a balance between thorough credentialing and accelerated business results. With a proven track record and a commitment to elevating risk decision-making capabilities, Evident is at the forefront of transforming business credentialing into a strategic advantage for enterprises worldwide.

The Evident Advantage

4 million+
Members

Guaranteed
Verifications

Unlimited
Verifications

<24 hour
Turnaround Time

Example Evident Customers and Partners





March 25, 2025

From: Bryan Cogliano, *Director | Strategic Accounts*
bcogliano@evidentid.com | (949)432-1986

For: **California State University/CSURMA**

Evident is pleased to offer California State University System our Risk Verification Solution to reduce third-party risk, a subscription service that verifies that your network complies with the CSU's contractual requirements.

We collaborate with customers and partners to innovate our software across four categories:

Deep Visibility

Thorough reporting and in-depth analysis of your third-party exposure

Max Automation

Collection, verification, analysis, decisioning, storage, and monitoring

Get to "Yes"

Significant resources and tools to increase compliance levels.

Optimize Risk/Spend

Reduce risk and spend on risk across stakeholders. Deliver high ROI.

Evident's offers the following proposed pricing options to CSU/CSURMA (valid through May 30, 2025): This represents a 5-year term.

Option 1: Insurance Verification - Fully Automated

Annual Platform Fee	\$249,509.98
Insureds (unique 3Ps) Included in Platform Fee	25,001
Price per Insured above Included	\$9.98
Full Service Onboarding Fee (one-time)	\$10,000.00
Year 1 Total	\$259,509.98

Option 2: Insurance Verification - Fully Automated + Managed Service

Annual Platform Fee	\$512,020.48
Insureds (unique 3Ps) Included in Platform Fee	25,001
Price per Insured above Included	\$20.48
Full Service Onboarding Fee (one-time)	\$10,000.00
Year 1 Total	\$522,020.48

INCLUDED IN THE SERVICE

Option 1 and 2

- Custom Branding and Communications
- Configurable Decisioning Engine
- Unlimited Coverage Types and Groups
- Unlimited Verifications
- International/Multi-Language Coverage

- Custom Reporting & Analytics
- Unlimited Admin Users
- Embedded Insurance for Vendors
- Historic COI Management
- Dedicated Customer Success Manager

Managed Services

In addition to everything offered in the Insurance Verification solution, Managed Services provides additional human support that may be valuable to the CSU University system. Many of our clients choose this option if they prefer to fully offload the management of the process, ensuring a completely hands-off experience.

Insured Support

Evident will manage inbound inquiries from CSU Universities Insureds, addressing questions related to insurance requirements and technical issues.

Proactive Outreach for No Response

Evident will complete phone outreach to Insureds who have not responded, ensuring timely compliance with insurance requirements.

Noncompliant Broker Outreach

Evident will initiate proactive outreach to brokers who submit non-compliant insurance documents after two noncompliant submission attempts.

Exceptions Request Report

Evident will generate a regular Exceptions Request Report for review with CSU Universities, facilitating discussions to determine whether requested exceptions should be approved.

Actions Review

Evident will regularly review and validate any additional Insureds, Insured names, or other details that do not automatically align with system records.

Insured List Maintenance

Evident will manage the Insured list, adding new Insureds or adjusting data for existing Insureds as required with data provided by CSU Universities.

The Managed Services Advantage

**Comprehensive
Management**

**Proactive
Risk Management**

**Expert
Support**

**Complete
Admin Reduction**

CSURMA BYLAWS

ISSUE: The Executive Committee will be asked to review the recommended changes to the CSURMA Bylaws. As noted on the attached Notice of Proposed Amendments to the CSURMA Bylaws, the following sections include revisions:

- Article IV, Section 4.3(b) – Item ix was added which allows the Treasurer to approve inter-fund borrowing between CSURMA’s coverage programs, as well as allowing the Treasurer to approve member loans.
- Article VI, Section 6.2 (a) – Changed to conform to Policies and Procedures adopted by the AORMA Committee as detailed below.
 - Effective December 10, 2015, the composition of the AORMA Committee was changed to remove the Past Chair and Ex Officio alternate seats. The Vice Chair seat name was changed to First Vice Chair and a Second Vice Chair officer seat was added. The term limit for the three officer seats (Chair, First Vice Chair and Second Vice Chair) was changed from one-year to two two-year terms per officer seat.
 - Effective May 4, 2023, the term limit for the at-large AORMA Committee members was removed.

RECOMMENDATION: The Executive Committee is asked to review the revisions to the CSURMA Bylaws, and if appropriate, recommend approval to the Board.

FISCAL IMPACT: The suggested revisions to the Bylaws will allow the Treasurer to approve inter-fund borrowing which will not impact the total CSURMA fund balance but could have an impact on the interest earned that is allocated to each fund within CSURMA.

BACKGROUND: None.

PUBLICATION: The approved Bylaws will be uploaded to the CSURMA website.

ATTACHMENT(S):

- a. Notice of Proposed Amendments to the CSURMA Bylaws
- b. CSURMA Bylaws - Draft



MEMORANDUM

Date: April 1, 2025

To: CSURMA Board of Directors

From: Daniel Howell, CSURMA Program Director

CC: Zachary Gifford, CSURMA Secretary-Auditor
William Hsu, CSURMA General Counsel

RE: Notice of Proposed Amendments to CSURMA Bylaws

A thorough review of CSURMA's Bylaws was recently completed and has resulted in recommended amendments as described below.

Pursuant to Article X of the Bylaws, we are providing notice that the proposed amendments will be presented for action at the CSURMA Board of Directors meeting on May 2, 2025 at 10:30 PM in Long Beach, CA. This memorandum includes a brief summary of the significant changes. Please refer to the attached document which includes the complete text of the Bylaws including proposed amendments.

Changes to the Bylaws include:

- Article IV, Section 4.3(b) – Item ix was added which allows the Treasurer to approve inter-fund borrowing between CSURMA's coverage programs, as well as allowing the Treasurer to approve member loans.
- Article VI, Section 6.2 (a) – Changed to conform to Policies and Procedures adopted by the AORMA Committee as detailed below.
 - Effective December 10, 2015, the composition of the AORMA Committee was changed to remove the Past Chair and Ex Officio alternate seats. The Vice Chair seat name was changed to First Vice Chair and a Second Vice Chair officer seat was added. The term limit for the three officer seats (Chair, First Vice Chair and Second Vice Chair) was changed from one-year to two two-year terms per officer seat.
 - Effective May 4, 2023, the term limit for the at-large AORMA Committee members was removed.

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

BYLAWS

AS AMENDED AND RESTATED

EFFECTIVE ~~April 27, 2015~~ May 2, 2025

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BYLAWS of the CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

PREAMBLE

These Bylaws are adopted, amended and restated effective ~~October 28, 2014~~ May 2, 2025 pursuant to the “Joint Exercise of Powers Agreement” of the California State University Risk Management Authority (the “Agreement”).

ARTICLE I - THE AUTHORITY

SECTION 1.1. Name of Entity. The name of the Entity created by the Agreement shall be the California State University Risk Management Authority (the “Entity”).

SECTION 1.2. Office of Entity. The principal office of the Entity shall be c/o CSU –Office of Risk Management, 401 Golden Shore Ave., Long Beach, CA, 90802, or at such other location as the Board of Directors may designate by resolution.

SECTION 1.3. Fiscal Year. The fiscal year for the Entity shall commence July 1 of each calendar year and end June 30 of the following calendar year.

ARTICLE II - DEFINITIONS

The following definitions shall apply to the provisions of these Bylaws:

(a) “Agreement” shall mean the joint exercise of powers agreement creating the Entity.

(b) “Auxiliary Organization” shall mean an organization described in California Education Code § 89901 *et seq.*, which is on the approved list of Auxiliary Organizations of the University’s Chancellor’s Office.

© “Auxiliary Organization Risk Management Alliance” or “AORMA” shall mean those Coverage Programs and associated services which are directed primarily at serving the Auxiliary Organization Members.

(d) “Board of Directors” or “Board” shall mean the principal governing body of the Entity.

(e) “Bylaws” shall mean the adopted Bylaws of the Entity as amended in their latest approved form.

(f) “Coverage Program” shall mean the Entity’s programs as defined herein.

(g) “Entity” shall mean the California State University Risk Management Authority created by and existing under the Agreement.

(h) “Executive Committee” shall mean the Executive Committee of the Entity’s Board of Directors.

(i) “Member” shall mean a party to the Agreement. For purposes of the Agreement, each University campus and the Chancellor’s Headquarters shall be considered separate Members, but such University campuses and the Chancellor’s Headquarters shall not be considered parties to the Agreement separate from the University.

(j) “Pooled Coverage Programs” shall consist of Coverages Programs provided directly by the Entity under a Risk Pooling Program pursuant to a Memorandum of Coverage and/or provided by a purchased Coverage Program. These may include, but are not limited to, Property, Workers’ Compensation, Liability, and Athletic Injury coverages as may be determined by the Board of Directors.

(k) “Program Director” shall mean the individual or firm retained by the Board of Directors to administer the Entity.

(l) “Purchased Insurance Programs” shall mean those Coverage Programs in which members do not share risk of loss.

(m) “Risk Pooling Programs” shall mean those Coverage Programs in which participating members share risk of loss.

(n) “University” shall mean the Board of Trustees of the California State University.

ARTICLE III - BOARD OF DIRECTORS

SECTION 3.1. Membership. The Entity shall be governed by a Board of Directors as set forth in the Agreement. It shall be composed of up to thirty (30) Directors appointed by or as delegated by the University Executive Vice Chancellor/Chief Financial Officer; and up to ten (10) Directors elected by the Auxiliary Organizations which become members of the Entity. Directors appointed by the University serve at the pleasure of the University Executive Vice Chancellor/Chief Financial Officer or his/her delegate, and may be replaced at any time. Should the Executive Vice Chancellor/Chief Financial Officer appoint fewer than 30 Directors, the voting power for unfilled appointments shall be retained by the Executive Vice Chancellor/Chief Financial Officer and may be delegated by the Executive Vice Chancellor/Chief Financial Officer to a duly appointed Director(s). Directors elected by the Auxiliary Organizations shall serve subject to terms and conditions of a policy and procedure duly adopted by the Auxiliary Organizations Risk Management Alliance Committee for election and replacement of same. Each Director of the Entity must be an officer, director or employee of the University or of an Auxiliary Organization.

All Directors shall comply with the provisions of California law which require certain public officials to file a Statement of Economic Interests, and with any applicable conflict of interest laws.

SECTION 3.2. Powers. The powers of the Board shall be as set forth in Section 9 of the Agreement.

(a) The Board of Directors shall retain overall responsibility for governance of the Entity, including the right to exercise all powers of the Entity not reserved to other persons or bodies of the Entity.

(b) The Board of Directors shall have reserved to itself the following express powers, duties and responsibilities:

i. Election of certain Entity officers and the members of its Executive Committee.

ii. Approval of the annual budget of the Entity.

iii. Approval of amendments to the Agreement and the Bylaws.

iv. Approval of new Coverage Programs of the Entity.

v. Amendment or modification of any prior actions or resolution of the Board of Directors.

vi. The exercise of powers of the Entity, including promulgation of policies, procedures and rules, with respect to all matters reserved to the Board of Directors by this Agreement, the Bylaws or otherwise.

SECTION 3.3. Meetings.

(a) Regular Meetings. A regular meeting of the Board shall be held at least once each year at a time and place to be set by the Board. Except as otherwise provided in Section 27 of the Agreement, the notice of the meeting and agenda for each regular meeting of the Board shall be posted in accordance with the applicable public meeting laws in effect at the time of the meeting.

(b) Special Meetings. Special meetings may be called relating to pending litigation with notice of the meeting and an agenda be provided to each Director at least forty-eight (48) hours in advance of the meeting.

(c) Public Meeting. All meetings of the Board shall be open to the public, except as provided by law, and may include closed sessions where permitted by law. Meetings will be held in compliance with the Bagley-Keene Open Meeting Act, California Government Code §11120, *et seq.*

(d) Quorum. The presence of a majority of the Directors of the Board shall constitute a quorum for the transaction of business. Except as otherwise provided in the Agreement, the Bylaws or by law, no action may be taken by the Board except by affirmative vote of not less than a majority of the votes held by those Directors of the Board present and voting. A smaller number may adjourn a meeting.

(e) Order of Business. At the regular meetings of the Board, the following shall be the order of business:

- i. Roll Call.
- ii. Approval of Minutes of the previous meeting.
- iii. Agenda Items.
- iv. Adjournment

(f) Manner of Voting. Voting shall be by acclamation; however a roll call may be requested by a majority of the Directors present, and the ayes and noes, abstentions, and members absent shall be entered in the minutes of the meeting.

(g) Action by the Board. All resolutions of the Board shall be in writing, signed by the Chair and attested to by the Secretary-Auditor. All other actions of the Board shall be by motion recorded in written minutes.

ARTICLE IV - EXECUTIVE COMMITTEE

SECTION 4.1. Membership.

(a) The membership of the Executive Committee shall be as set forth in Section 12 of the Agreement.

(b) The members of the Executive Committee shall be appointed or elected as individuals and not merely as representatives of a specific Member.

SECTION 4.2. Term. The Chair and Vice Chair of the Board, and the Treasurer of the Entity shall serve as Executive Committee members during their tenure as such officers. Terms of office are as set forth in Sections 11 and 12 of the Agreement.

SECTION 4.3. Powers, Duties and Responsibilities.

(a) The Executive Committee shall conduct, direct and supervise the day-to-day business of the Entity and in doing so shall exercise the powers expressly granted to it by the Agreement, these Bylaws and as otherwise delegated by the Board of Directors.

(b) The following duties and responsibilities shall be assumed and carried out by the Executive Committee, which shall have all powers necessary for those purposes:

- i. Provide general supervision and direction to the Program Director.
- ii. Authorize payment of claims against the Entity; provided, however, that with respect to claims arising under Coverage Programs operated by the Entity, claim settlement authority shall be in accordance with the policies and procedures governing the particular Coverage Program.
- iii. Enter into contracts, within budget limits.
- iv. Make payments pursuant to previously authorized contracts, within budget limits; this authority includes the power to authorize and reimburse expenses incurred for budgeted activities, within budget limits.
- v. Review and recommend a budget to the Board
- vi. Act as Program Director in the absence of the Program Director.
- vii. Establish policies and procedures to implement the Agreement, the Bylaws and the operation of specific programs.
- viii. Appoint a nominating committee for each election of officers and Members of the Executive Committee.
- ix. Upon recommendation of the Treasurer, approve inter-fund borrowing among the Entity's programs and loan surplus funds to members of the Entity subject to written terms approved and duly adopted by resolution of the Executive Committee.

(c) Subject only to such limitations as are expressly stated in the Agreement, these Bylaws or a resolution of the Board of Directors, the Executive Committee shall have and be entitled to exercise all powers which may be reasonably implied from powers expressly granted and which are reasonably necessary to conduct, direct and supervise the business of the Entity.

SECTION 4.4. Meetings.

(a) Regular Meetings. Regular meetings of the Executive Committee shall be held at least twice a year and at other times as the Executive Committee deems appropriate. The time and place of regular meetings shall be set by the Executive Committee, and the Board of Directors shall be notified of the meeting schedule. The notice of the meeting and agenda for each regular meeting of the Executive Committee shall be posted in accordance with the applicable public meeting laws in effect at the time of the meeting.

(b) Special Meetings. Special meetings may be called relating to pending litigation with notice of the meeting and an agenda to be provided to each Director at least forty-eight (48) hours in advance of the meeting.

(c) Public Meetings. All meetings of the Executive Committee shall be open to the public, except as provided by law, and may include closed sessions where permitted by law. Meetings will be held in compliance with the Bagley-Keene Open Meeting Act, California Government Code §11120, *et seq.*

(d) Quorum. Five (5) members of the Executive Committee shall constitute a quorum for the transaction of business. Except as otherwise provided, no action may be taken by the Executive Committee except by affirmative vote of not less than a majority of those Executive Committee members present and voting. A smaller number may adjourn a meeting.

(e) Manner of Voting. Voting shall be by acclamation; however a roll call may be requested by a majority of the Executive Committee members present, and the ayes and noes, abstentions, and members absent shall be entered in the minutes of the meeting.

(f) Action by the Executive Committee. All resolutions of the Executive Committee shall be in writing, signed by the Chair and attested to by the Secretary-Auditor. All other actions of the Executive Committee shall be by motion recorded in written minutes.

(g) Removal From Executive Committee. A member may be removed from the Executive Committee in the following ways:

i. Death of an Executive Committee member.

ii. Voluntary resignation; an Executive Committee member will be considered to have resigned if no longer qualified to be a Director under Section 3.1.

iii. Absence from three (3) consecutive meetings unless excused by the Chair or his or her designee.

iv. Removal of the Chair or Vice Chair from the Executive Committee shall also constitute removal from office.

(h) Replacements. Upon removal of an Executive Committee member, an interim Executive Committee member may be appointed by the Chair, and the Board of Directors may hold an election to fill the vacancy for the remainder of the unexpired term, following the procedures set forth in Section 11 and Section 12 of the Agreement.

ARTICLE V - OFFICERS

SECTION 5.1. Principal Officers.

The principal officers of the Entity are the Chair, Vice Chair, Secretary-Auditor and Treasurer, as provided in Section 11 of the Agreement.

SECTION 5.2. Other Officers.

The Executive Committee may create such other officers and appoint such other officers as it deems necessary and advisable. Officers so appointed shall serve at the pleasure of the Executive Committee and shall exercise such powers, perform such duties and assume such responsibilities as set forth in a resolution duly adopted by the Executive Committee for that purpose.

SECTION 5.3. Powers.

The Chair, and Vice Chair in the Chair's absence, shall execute and implement directives of the Board of Directors and Executive Committee. They shall have the following duties and responsibilities:

- (a) Direct employees, agents and consultants.
- (b) Negotiate contracts for services on behalf of the Executive Committee that are not specifically delegated to a committee.
- (c) Authorize work assignments under existing contracts that are within the amount budgeted.
- (d) Sign documents on behalf of the Executive Committee and/or the Entity.
- (e) Recommend agenda topics for meetings of the Board of Directors and Executive Committee.
- (f) Coordinate and review progress in attaining the Entity's annual goals and objectives.

ARTICLE VI - OTHER STANDING COMMITTEES

SECTION 6.1. Establishment of Committees.

Pursuant to Section 13 of the Agreement, the Entity shall have standing committees as may be appointed from time-to-time by the Board of Directors, Executive Committee or the Chair.

SECTION 6.2. AORMA Committee.

(a) The "Auxiliary Organizations Risk Management Alliance Committee" or "AORMA Committee" shall be a standing committee of the Entity. The committee shall consist of all Directors elected by Auxiliary Organizations. The term "Officers" shall be used to designate the following seats on the AORMA Committee: Chair, First Vice-Chair and Second Vice-Chair. The Chair, First Vice-Chair and Second Vice-Chair shall be elected from among the AORMA members. and shall assume the seat of the Chair in the following year. Officers shall may serve onetwo, onetwo-year terms in each Officer seat. An officer completing a partial term shall be eligible to serve a subsequent full term. Term limits do not apply to at-large AORMA

Committee members. If the Chair is unable to complete his/her term, the First Vice-Chair shall assume the role of the Chair and shall appoint an interim First Vice-Chair. ~~from the remaining members of the committee until such time that the committee can meet to elect a new Vice-Chair. If the Vice-Chair is unable to complete his/her term, the Chair shall appoint an interim Vice-Chair from the remaining members of the committee until such time that the committee can meet to elect a new Vice-Chair. An officer completing a partial term shall be eligible to serve a subsequent full term. The AORMA Committee may also appoint alternates in accordance with the Policy & Procedure developed for the committee and adopted by the Board of Directors.~~

~~Effective July 1, 2003, the AORMA Committee members may serve a maximum of three consecutive two-year terms with half of the members' terms expiring in the odd years and the other half expiring in the even years. After accruing AORMA Committee service of three two-year terms on the AORMA Committee or serving in Officer and alternate roles, an AORMA Committee member shall not be eligible to serve on the Committee for one year, after which time the member will be eligible for re-election.~~

(b) The purpose of the AORMA Committee shall be to advise the Executive Committee and the Board of Directors of all operational aspects of those Coverage Programs in which Auxiliary Organizations participate and to execute and implement the directions of the Executive Committee with regard to matters within the committee's powers, duties and responsibilities, which shall be as follows:

(c) Underwriting

i. Advise and report to the Executive Committee on matters relating to prospective new Auxiliary Organization Members.

ii. Solicit information necessary to evaluate Auxiliary Organization membership applications.

iii. Determine adequacy of information provided by prospective Auxiliary Organization Members.

(d) Coverage

i. Make recommendations to the Executive Committee regarding those Coverage Programs in which Auxiliary Organizations participate.

ii. Review and advise on memorandum of coverage matters.

iii. Make recommendations to the Executive Committee concerning coverage issues.

SECTION 6.3. Meetings of Standing Committees. Standing committees shall meet on the call of their respective committee chairs. Minutes of committee meetings shall be recorded. Activities of committees shall be reported upon as directed by the Executive Committee. Meetings of committees shall be conducted in accordance with the applicable open meeting law, except that meetings of the AORMA Committee, shall be conducted in accordance with California Education Code § 89920 *et. seq.*

ARTICLE VII - PROGRAM DIRECTOR

SECTION 7.1. Appointment. The Board shall appoint a Program Director in accordance with Section 14 of the Agreement.

SECTION 7.2. Powers. In accordance with Section 14 of the Agreement, the Program Director shall administer the business and activities of the Entity. The Program Director shall have such powers, duties and responsibilities as set forth in the Agreement, these Bylaws and as may be provided by agreement between the Program Director and the Entity or as otherwise delegated to the Program Director by the Board of Directors or the Executive Committee.

ARTICLE VIII - REIMBURSEMENT FOR TRAVEL EXPENSES

Subject to the provisions of Article III, Section 3.2(b) ii. of these Bylaws, members of the Executive Committee, principal staff designated by the Executive Committee and duly appointed members of standing committees may be reimbursed for all reasonable and necessary travel expenses when required or incurred by those persons in attending meetings of the Executive Committee or a standing committee of the Entity. Reimbursable expenses may include charges for meals, lodging, air fare and costs of travel by automobile at the rate per mile allowed as a business expense by the Internal Revenue Service. If the Board determines that travel expenses shall be reimbursed, the Executive Committee shall adopt a policy and procedure in accordance with this Article VIII. The Treasurer, upon presentation by the Secretary-Auditor, shall be authorized to pay all such expenses deemed reasonable and necessary.

Article IX - TERMINATION OF MEMBERSHIP

A Member may be terminated from membership in the Entity or from participation in a program of the Entity, in accordance with Section 23 and Section 24 of the Agreement. The procedures for terminating a Member are as follows:

SECTION 9.1. Initiation. Proceedings for termination of a Member as a participant in a program of the Entity or as a Member of the Entity may be initiated by the Program Director, by any Officer, Director or standing committee of the Entity or by any Member. The person initiating termination proceedings shall do so by a written report and recommendation to the Board of Directors, setting forth in detail the grounds upon which the recommendation is made.

SECTION 9.2. Notice and Hearing by Board. Upon receipt of the report and recommendation, the Board shall hold a hearing on the matter of the termination, at which hearing the affected Member shall have the right to offer written and oral testimony subject to reasonable time constraints. The Board shall give the Member at least thirty (30) days prior written notice of the hearing, and shall provide the Member with a copy of the report and recommendations required to initiate the termination proceedings.

SECTION 9.3. Action of Board. At the close of the hearing on the matter of termination, the Board shall determine whether or not the Member will be terminated. If the Board decides to terminate the Member's participation, it will set the effective date of termination as well.

ARTICLE X - AMENDMENT

These Bylaws may be amended from time to time by resolution of the Board of Directors duly adopted upon the majority vote of those members present and voting at a regular or special meeting of the Board; provided, however, that no such amendment shall be adopted unless noticed to the members of the Board of Directors under the open meeting law applicable at the time of the proposed meeting. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

ARTICLE XI - COVERAGE DOCUMENTS

Each Member participating in a program of the Entity shall be provided with either a Memorandum of Coverage or an insurance policy, as the case may be, which shall describe in detail the nature of the applicable coverage, including dollar amounts, together with any deductibles, exclusions, limitations or other provisions of the coverage.

ARTICLE XII - RECORDS RETENTION

All records and documents of the Entity shall be retained in accordance with a records retention policy and procedure adopted by the Board of Directors.

ARTICLE XIII - LIABILITY AND INDEMNIFICATION

SECTION 13.1 - INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES - The Entity shall defend and indemnify its Directors, officers and employees to the same extent as any public agency of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code § 825 *et seq.* or other applicable provisions of law for actions taken for or on behalf of the Entity.

SECTION 13.2 - INSURANCE - The Entity may insure itself to the extent deemed necessary by the Board of Directors against loss, liability and claims arising out of or connected to the conduct of the Entity's activities.

SECTION 13.3 - INDEMNIFICATION BY MEMBERS- To the extent any Member's intentional or negligent acts or omissions are the cause of an injury for which other Members may be, or are sought to be, held liable pursuant to Government Code § 895 *et seq.*, the Member which is legally responsible for the injury shall, at its own expense, defend, indemnify and hold harmless such other Member or Members from any and all legal consequences of the intentional or negligent acts or omissions. Nothing in this Section shall be deemed to preclude a Member having the duty to defend, indemnify and hold harmless, from resorting to any insurance or other form of coverage for losses available to the Member, including insurance or coverage for losses procured through the Entity.

CSURMA LIABILITY MEMORANDUM OF COVERAGE (MOC)

ISSUE: Both the Campus and AORMA Liability Memorandum of Coverage (MOC) define an “occurrence” as;

“An accident, act, error, offense, omission or event Media Wrongful Act or Wrongful Act during the Coverage Period, including continuous or repeated exposure, which results in damages, neither expected nor intended by the Member. An occurrence taking place over more than one Coverage Period shall be deemed to have taken place during the Coverage Period when the occurrence ended and shall be treated as a single occurrence in that Coverage Period.”

The \$5M excess of \$10M reinsurance agreement includes the following definition of “occurrence”.

Occurrence shall mean an accident, event, or continuous or repeated exposure which results in Bodily Injury or Property Damage during the Memorandum Period, neither expected nor intended by you.

A recent court case found the term “occurrence” was ambiguous and agreed that each injury-causing bullet shot by the shooter constituted a separate occurrence, potentially leading to multiple risk pool limits paid by CSURMA and reinsurance / policy limits paid by excess insurers. In response to this court finding, the following limitation of liability wording was added to all three MOCs:

“Regardless of the number of claimants, Members, Claims, or locations involved, all Ultimate Net Loss suffered by one or more persons, which arises out of the operation, use, misuse, manipulation, handling, brandishing, possession, control, or discharge of one or more Weapons, and which has a common nexus of fact or circumstance, or is otherwise the result of a series of causally connected or interrelated events, the most we will pay for all Ultimate Net Loss will be subject to the highest single limit applicable. This limitation applies even if the Claims against any Member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member or negligence or other wrongdoing in the monitoring or securing of any premises, site or location by that Member.”

The definition of Weapon was also added.

The above wording groups all injuries into one occurrence, which helps protect the risk pools from multiple occurrence limit payouts should a mass shooting occur on campus or within an auxiliary organization’s location.

RECOMMENDATION: The Program Administrator recommends that the Committee approve the revisions to its Liability MOCs as presented. The Program Administrator also recommends that the Committee delegate authority to conform the MOCs as required by the reinsurance panel, subject to CSURMA counsel review and approval by the Secretary-Auditor.

FISCAL IMPACT: The revision to the MOC's, group all damage and injuries from a single mass shooting incident into one occurrence, which means, the total payout for the incident should be limited to the risk pool's per occurrence limit of liability.

BACKGROUND: None.

PUBLICATION: The approved MOC will be posted on the CSURMA website.

ATTACHMENT(S):

- a. FY 25/26 Campus Liability MOC *(draft)*
- b. FY 25/26 AORMA Liability MOC *(draft)*
- c. \$5M xs \$10M Liability MOC *(draft)*



CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY MEMORANDUM OF LIABILITY COVERAGE

DECLARATIONS

Item 1: Named Covered Party:

- California State University Risk Management Authority (CSURMA)
- The State of California as respects the Trustees of the California State University
- The California State University (CSU)
- All campuses of the CSU as listed in Item 5

Item 2: Coverage Period:

July 1, 2024⁵ to July 1, 2025⁶ at 12:01AM

Item 3: Limits of Liability:

\$10,000,000	Ultimate Net Loss - Each Occurrence or Wrongful Act
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Item 4: Sublimits of Liability (*provided by Campus Liability Risk Pool*):

\$5,000,000	Medical Malpractice (<i>for Medical Doctors and the Student Health Centers</i>)
\$1,000,000	Funds, Grants or Appropriations (<i>defense only</i>)
\$1,000,000	Land Use (<i>defense only</i>)
\$1,000,000	Nuclear Materials (limited coverage)
\$500,000 excess of \$5,000,000 underlying coverage \$10,000,000	Automobile Liability – non-salaried drivers only, e.g., student volunteers. See Endt. #1. <i>Note: \$500,000 excess of \$5,000,000 is retained by the Campus Liability Risk Pool. The underlying coverage of \$5,000,000 is provided through (1) the State Motor Vehicle Liability Self-Insurance Program (VELSIP) administered by the State of California Office of Risk Management (ORIM) and (2) Reinsurance is purchased via the CSURMA AORMA Liability Program.</i>
\$250,000	Intellectual Property Infringement (<i>defense only</i>)

Item 5: Member Deductibles (Ultimate Net Loss - Each Occurrence or Wrongful Act):

\$0	The State of California as respects the Trustees of the California State University
\$0	California State University Risk Management Authority (CSURMA)
\$50,000	California State University, Bakersfield
\$100,000	California State University, Channel Islands
\$250,000	California State University, Chico
\$250,000	California State University, Dominguez Hills
\$750,000	California State University, East Bay

\$250,000	California State University, Fresno
\$750,000	California State University, Fullerton
\$100,000	California State Polytechnic University, Humboldt
\$250,000	California State University, Long Beach
\$250,000	California State University, Los Angeles
\$50,000	California State University Maritime Academy
\$50,000	California State University, Monterey Bay
\$750,000	California State University, Northridge
\$500,000	California State Polytechnic University, Pomona
\$500,000	California State University, Sacramento
\$50,000	California State University, San Bernardino
\$900,000	San Diego State University
\$750,000	San Francisco State University
\$1,000,000	San Jose State University
\$500,000	California Polytechnic State University, San Luis Obispo
\$100,000	California State University, San Marcos
\$250,000	Sonoma State University
\$100,000	California State University, Stanislaus
\$100,000	California State University, Chancellor's Office

Item 6: Liability Claims Administrator:

The California State University
Office of Systemwide Risk Management
Attn: Director of Systemwide Risk Management
562-951-4568 – Direct
562-951-4859 – Fax
zgifford@calstate.edu – email

Authorized Signature



CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY Campus Liability Coverage Program Memorandum of Coverage

Various provisions in this Memorandum restrict coverage. Read the entire Memorandum carefully to determine Member rights, duties and what is and is not covered.

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

The California State University Risk Management Authority (hereinafter called CSURMA) is an intergovernmental agency, risk sharing, joint powers authority, duly formed pursuant to California Government Code Sections 6500 *et seq.*

This Memorandum does not provide insurance, but instead provides for pooled self-insurance. This Memorandum is a negotiated agreement among the **Members** of the CSURMA, and none of the parties to the document are entitled to rely on any contract interpretation principles which require interpretation of ambiguous language against the drafter of such agreement. This document shall be applied according to the principles of contract law, giving full effect to the intent of the **Members** of the CSURMA, acting through the Board of Directors in adopting this document. As the CSURMA is not an insurer, it has no obligation to issue reservation of rights letters, nor does it have an obligation to provide “*Cumis*” counsel to a **Covered Party** in disputed coverage situations under Civil Code 2860. Finally, failure to provide notice to a **Covered Party** of any coverage dispute shall not operate to waive any of the provisions of this document.

SECTION I – COVERAGES

Subject to the **Member’s Deductible(s)**, CSURMA agrees:

To pay on behalf of the **Member** those sums for **Ultimate Net Loss** in excess of the **Member’s Deductible(s)** which the **Member** becomes obligated to pay as **Damages**;

1. By reason of liability assumed by the **Member** by contract because of **Bodily Injury** or **Property Damage, Personal Injury, Errors and Omissions, Employee Benefits Liability, Employment Practices Liability** or **Media Wrongful Acts** arising from operations of the **Member** to which this Memorandum applies, caused by an **Occurrence** or **Wrongful Act**, or
2. By reason of liability imposed by law because of **Bodily Injury, Property Damage, Personal Injury, Errors and Omissions, Employment Practices Liability** or **Media Wrongful Acts** arising from operations of the **Member** to which this Memorandum applies, caused by an **Occurrence** or **Wrongful Act**.
3. By reason of liability imposed by law because of **Employee Benefits Liability** claims made during the **Coverage Period** to which this Memorandum applies, caused by an **Occurrence** or **Wrongful Act**.

SECTION II - DEFINITIONS

1. **Additional Covered Party** means any person(s), entity(ies) or organization(s) to whom the **Member** is obligated by virtue of a written contract to provide coverage solely with respect to **bodily injury, property damage and personal injury** arising out of and during the **Member's** operations or premises owned, rented or used by 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 evidencing their status as an **additional covered party** under this coverage.

The limit and scope of coverage afforded to the **Additional Covered Party** shall be no broader than that which is required by such contract and shall in no event be broader than the coverage afforded by this Memorandum.

The coverage does not extend, either with respects to defense or indemnity, to the sole negligence or to the willful misconduct of any **Additional Covered Party**.

2. **Administration**, with respect to **Employee Benefits Liability**, means:
 - A. Providing information to **Employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **Employee Benefit Programs**;
 - B. Handling records in connection with the **Employee Benefit Program**; or
 - C. Effecting, continuing or terminating any **Employees'** participation in any benefit included in the **Employee Benefit Program**.

However, **Administration** does not include handling payroll deductions.

3. **Aircraft** means a vehicle designed for the transport of persons or property principally in the air.
4. **Automobile** means a licensed land motor vehicle or semi-trailer designed for travel on public roads, including any attached machinery, trailer or equipment.
5. **Bodily Injury** means **Bodily Injury**, sickness, disease or death, including but not limited to shock, mental anguish, mental injury and humiliation sustained by any person that occurs during the **Coverage Period**. **Bodily Injury** includes **Damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
6. **Claim** means:
 - A. A civil proceeding against a **Member** in which **Damages** are sought on account of
 - 1) **Bodily Injury or Property Damage**,
 - 2) **Personal Injury**,
 - 3) **Errors and Omissions**,
 - 4) **Employee Benefits Liability**,
 - 5) **Employment Practices Liability**, or
 - 6) **Media Wrongful Acts**,

arising from an **Occurrence** or a **Wrongful Act** for which this coverage may apply, including an arbitration or other alternative dispute resolution proceeding in which monetary **Damages** are sought and to which the **Member** must or does submit with our written consent.

7. **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 **Member**. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following time:

- A. When all operations to be performed by or on behalf of the **Additional Covered Party** at the site of the operations have been completed.
- B. When all operations to be performed by or on behalf of the **Additional Covered Party** under the contract have been completed; or
- C. 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 working on the same project

Operations which 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 **Personal Injury** or **Property Damage** arising out of:

- A. Operations in connection with the transportation of property unless the **Personal Injury** or **Property Damage** arises out of a condition in or on a vehicle created by the loading or unloading of that vehicle by any **Member**; or
- B. The existence of tools, uninstalled equipment or abandoned or unused materials.

8. **Coverage Period** means the period of coverage provided under this Memorandum as shown on the Declarations Page.

9. **Covered Individual(s)** means persons who are past or present elected or appointed officials, **Employees**, whether or not compensated, or authorized volunteers of the **Member**, while acting within the scope of their duties, office or employment for or on behalf of the **Member**, including while acting on outside boards at the direction of the **Member**. **Covered Individuals** do not include **Employees** of nonmember organizations, including, but not limited to alumni associations and volunteer university support groups.

10. **Dam** means any artificial barrier together with appurtenant works which:

- A. Is twenty-five feet (25) or more in height from the foot of a natural bed of stream or watercourse at the downstream toe of the barrier or from the lowest elevation of the outside limit of the barrier, if it is not across a stream, channel or watercourse, to the maximum possible water storage elevation; or
- B. Has water impounding capacity of fifty (50) acre feet or more.

Except, any such barrier which is not in excess of twenty-five (25) feet in height regardless of storage capacity, or which has a storage capacity not in excess of fifteen (15) acre feet regardless of height, shall not be considered a **Dam**; and, no structure specifically exempted from jurisdiction by the applicable state agency overseeing **Dams** shall be considered a **Dam**, unless such structure is under the jurisdiction of any agency of the federal government.

11. **Damages** means compensation in money which a **Covered Party** is legally obligated to pay as a result of a **Claim**.

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, severance payments, 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 also not include any wages, salary or benefits owed for work actually performed.

Damages with respect to **Employment Practices Liability** shall not include amounts awarded under a labor grievance or arbitration pursuant to a collective bargaining agreement.

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.

Damages shall not include fines, penalties, sanctions, taxes or fees assessed against any **Covered Party**.

12. **Deductible** means the amount of each **Ultimate Net Loss** which the Member has to pay irrespective of the amount of the **Ultimate Net Loss** as shown on the Declarations page of this document.

13. **Discrimination**, as respects **Employment Practices Liability**, means the actual or alleged failure to employ, failure to promote, or the demotion, transfer, suspension, 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. **Discrimination**, other than as respects **Employment Practices Liability**, means **Bodily Injury**, **Personal Injury** and/or **Errors and Omissions** arising from alleged acts, errors or omissions showing favor, prejudice or bias for or against a person because of race, color, creed, national origin, sex, sexual orientation or preference, religion, age, gender, disability or handicap or pregnancy.

14. **Employee** means:

- A. Any person who has an assigned work schedule for the **Member** and is on the **Member's** regular payroll; and
- B. Any person who is leased to the **Member** through a staffing or temporary agency and is working for the **Member** under the **Member's** supervision, including a **Leased Worker**.
- C. **Employee** does not include independent contractors.
- D. As respects **Employment Practices Liability** and **Employee Benefits Liability** and when appearing in boldface type in this Memorandum, means any present or former **Employee** of the **Member**; and

- E. Solely as respects **Employment Practices Liability** arising from alleged **Discrimination** with respect to negligent hiring, only, **Employee** includes an applicant for employment.
- F. Solely as respects **Employment Practices Liability**, independent contractors and/or persons working on retainer, while acting for or on behalf of the Member.

An **Employee's** status as a **Covered Party** will be determined as of the date of the **Occurrence** or **Wrongful Act** upon which a **Claim** involving the **Employee** is based.

- 15. **Employee Benefits Liability** means liability for actual or alleged Errors and Omissions in the Administration of a Member's Employee Benefit Program.
- 16. **Employee Benefits Program** means a program providing some or all of the following benefits to Employees:
 - A. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts;
 - B. Profit sharing plans, Employee savings plans, Employee stock ownership plans, pension plans, and stock subscription plans; and
 - C. Unemployment insurance, social security benefits, workers' compensation, and disability benefits.
- 17. **Employment Practices Liability** means any circumstance relating to a past, present or prospective **Employee** of the **Member** (and the child, parent, brother or sister of that person) as a consequence of the following **Wrongful Acts** or alleged **Wrongful Acts**: 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** evaluation; **Sexual or Workplace Harassment** or humiliation of any kind, including, but not limited to, the alleged operation of a harassing workplace environment; negligence resulting in **Damages** to a person that is a whistle-blower; unlawful **Discrimination**, whether direct, indirect, intentional or unintentional; failure to provide adequate **Employee** policies and procedures. **Employment Practices Liability** 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 thereunder:
 - A. Americans With Disabilities Act of 1992 (ADA)
 - B. Civil Rights Act of 1991
 - C. Age **Discrimination** Empowerment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990
 - D. Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy **Discrimination** Act of 1978;
 - E. Civil Rights Act of 1866, Section 1981; and
 - F. Fifth and Fourteenth Amendments of the U.S. Constitution.

18. **Errors and Omissions** means a **Wrongful Act** by **Covered Individuals** individually or collectively in the discharge of their duties for the **Member**, or any matter claimed against them solely by reason of their being or having been public officials.
19. **Intellectual Property Infringement** means the unauthorized use, duplication, or sale of materials or products that are legally regarded as protected intellectual property. Intellectual property includes, but is not limited to, copyrights, patents, trademarks, service marks, industrial designs, domain names, literary and artistic works, product designs, symbols, commercial names and images, and trade secrets, whether registered or not.
20. **Land Subsidence** means the movement of land or earth, including, but not limited to, sinking or settling of land, earth movement, earth expansion, and/or contraction, landslide, slipping, falling away, caving in, eroding, earth sinking, and earth rising or shifting or tilting.
21. **Leased Worker** means any **Employee** who is under contract to the **Member** while performing duties defined under the contract with the Member.
22. **Loss Adjustment Expense** means all costs and expenses incurred by the **Member** in connection with the investigation, appraisal, negotiation, adjustment, settlement, litigation, defense or appeal of a specific **Claim** or loss covered hereunder, including but not limited to CSURMA approved defense attorney fees, court costs, costs of supersedes and appeal bonds, monitoring counsel expenses, subrogation, salvage and recovery expense. **Loss Adjustment Expense** shall include any allocated **Claims** expenses, salaries or overhead incurred by attorneys who are **Employees** of the California State University's Office of General Counsel. However, such expenses shall be limited at \$250 per hour. **Loss Adjustment Expense** shall also include fees and expenses of outside adjusters and others associated with specific **Claims**, but excluding any **Loss Adjustment Expense** and fees paid that are not allocable to a specific **Claim**. **Loss Adjustment Expense** does not include salaries and expense of **Member's Employees** except as provided above, as well as office and other overhead expenses.

Additionally, CSURMA may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** similar to the one against the **Member** and to require that independent counsel have errors and omissions coverage. The **Member** agrees to instruct counsel, whether independent or in-house, to respond to CSURMA request(s) for information regarding the **Claim** in a timely manner.
23. **Media Wrongful Act** means any error or omission arising out of the gathering, recording, collection, writing, editing, advertising, publication, dissemination, exhibition, broadcast, display on an internet site, or release, including but not limited to any actual or alleged:
 - A. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
 - B. Wrongful entry or eviction, trespass, eavesdropping, or other invasion of the right of private occupancy;
 - C. Libel, slander, disparagement, or publicity, false light, public disclosure or private facts, appropriation of name, persona or likeness, or any other form of defamation or harm to the character or reputation of any person or entity;
 - D. Outrage, infliction of emotional distress or prima facie tort;

- E. Infringement or dilution of trademark, trade name, trade dress, title, slogan, service mark or service name, domain name, deep linking or framing, including unfair competition in connection with such conduct;
 - F. Copyright infringement, plagiarism, piracy, breach of implied contract, or misappropriation of property rights, information or ideas;
 - G. Breach of a promise of confidentiality or anonymity;
 - H. Error or omission in content;
 - I. Unfair competition or conspiracy, but only when the allegation of unfair competition or conspiracy is based entirely upon one or more Media Wrongful Acts falling within sections A-H above;
 - J. Breach of an indemnification or hold harmless agreement relating to **Claims** arising out of the media, but only when such **Claims** allege a **Media Wrongful Act** falling within sections 1-9 above; solely when committed or allegedly committed by a **Covered Party** in is, her or its capacity as such and in connection with the creation or dissemination of media, or in connection with the creation or dissemination of advertising materials relating to media.
24. **Member** means the **Member** named on the Declarations Page.
25. **Mold(s)** means any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores, bacterial pathogens, or any biogenic aerosols to include, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produces **Molds**.
26. **Occurrence** means an accident, act, error, offense, omission or event **Media Wrongful Act** or **Wrongful Act** during the **Coverage Period**, including continuous or repeated exposure, which results in damages, neither expected nor intended by the **Member**. An **Occurrence** taking place over more than one **Coverage Period** shall be deemed to have taken place during the **Coverage Period** when the **Occurrence** ended and shall be treated as a single **Occurrence** in that **Coverage Period**.
26. **Personal Injury** means any of the following offenses:
- A. False arrest, detention or imprisonment, or malicious prosecution;
 - B. Publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right of privacy;
 - C. Wrongful entry or eviction or other invasion of the right of private occupancy;
 - D. **Discrimination** or violation of civil rights other than **Employment Practices Liability**, not intentionally committed by or at the direction of the **Member**; and
 - E. Assault and battery not committed by or at the direction of, or with consent of the **Member**. However, this does not apply if committed or directed for the purpose of protecting persons from injury or death, or property from damage.

27. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **Waste**. **Waste** includes materials, which are intended to be or have been recycled, reconditioned or reclaimed. The term **Pollutant** as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users. Pollutants includes any material defined as hazardous in Sections 66261.10 through 66261.126 of Title 22 of the California Code of Regulations.
28. **Products Hazard** includes **Bodily Injury** and **Property Damage** arising out of **your** products or reliance upon a representation or warranty with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs away from premises owned by or rented to **you** and after physical possession of **your** product (s) has been relinquished to others.
29. **Property Damage** means:
- A. Physical injury to or destruction of tangible property which occurs during the Coverage Period, including the loss of use thereof at any time resulting therefrom;
 - B. Loss of use of tangible property, which has not been physically injured or destroyed, provided such loss of use is caused by an Occurrence or Wrongful Act during the Coverage Period.
30. **Sexual or Workplace Harassment** shall mean any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or person acting in concert, which causes physical and/or mental injuries. **Sexual or Workplace Harassment** also includes the above conduct when:
- A. Submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment, or a basis for employment decisions affecting a person; or
 - B. Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
- Sexual or Workplace Harassment** does NOT include **Sexual Misconduct** as defined in this Memorandum.
31. **Sexual Misconduct** means:
- A. The actual, attempted or alleged abuse or molestation of a person by another person, or persons acting in concert which causes physical and/or mental injuries. Sexual molestation includes: sexual abuse, sexual assault, sexual exploitation or sexual injury; or
 - B. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to report the above of a Covered Person.
32. **Territory** means an **Occurrence** or a **Wrongful Act** that takes place during the **Coverage Period** anywhere in the world, as well as **Claims** brought anywhere in the world.
33. **Ultimate Net Loss** means the amount of paid **Claims** liability for **Damages** for which the **Member** is liable on a per **Occurrence** or **Wrongful Act** basis, either by (1) adjudication, or (2) compromise with the prior written consent of CSURMA, and which the **Member** actually pays in cash, after making proper deduction for all recoveries and salvages collectible. **Ultimate Net Loss** includes **Loss Adjustment Expenses**. **Ultimate Net Loss** shall not include any of the above-described

expenses for **Damages** against a **Member** or defense expenses incurred because of liability excluded by this Memorandum.

34. **Weapon** means any instrument, object, device, material, or substance that is capable of being used to inflict **Bodily Injury**, including, but not limited to, an **Unconventional Weapon** and/or a **Firearm**.

A. **Firearm** means any manual, semiautomatic, or automatic pistol, rifle, gun, shotgun, revolver, or other device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, or compressed air.

A.B. **Unconventional Weapon** means a chemical, radiological, or biological agent, organism, or toxin.

33.35. **Wrongful Act** means any actual or alleged error, misstatement, omission, negligent act, or breach of duty, including misfeasance and nonfeasance by covered individuals individually or collectively in the discharge of their duties for the **Member**, or any matter claimed against them solely by reason of their being or having been public officials.

34.36. **Wrongful Termination** means the actual, alleged or constructive termination of an employment relationship between an **Employee** and a **Member** in a manner and/or a reason which is contrary to applicable law.

35.37. The following definitions are applicable only to **Exclusion 15 – Nuclear Material**:

- A. **Hazardous Properties** include radioactive, toxic or explosive properties;
- B. **Nuclear Material** means source material, special **Nuclear Material** or byproduct material;
- C. 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;
- D. **Spent Fuel** means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**;
- E. **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;
- F. **Nuclear Facility** means:
 - 1) Any **Nuclear Reactor**;
 - 2) 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**;
 - 3) 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

- 4) 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.

G. **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 III - DEFENSE AND SETTLEMENT

1. **CSURMA** has the right and duty to defend any **Claim** or **Suit** against the **Member** seeking **Damages** arising out of any **Occurrence** or **Wrongful Act** to which this coverage applies even if the **Claim** or **Suit** is groundless, false or fraudulent when the **Deductible** has been exhausted by the payment of **Damages** including **Loss Adjustment Expenses** to which this coverage applies and provided further that no insurer has a duty to defend or is defending such **Claim**.
2. **CSURMA** has no duty to defend the **Member** against any **Claim** or **Suit** seeking **Damages** arising out of any **Occurrence** or **Wrongful Act** to which this coverage does not apply.
3. When **CSURMA** assumes the defense of any **Claim** or **Suit** on the Member's behalf, **CSURMA** will:
 - A. Investigate, negotiate and settle the **Claim** or suit as **CSURMA** may deem expedient; and
 - B. Pay the following to the extent that they are not covered by any other coverage:
 - 1) Premiums on bonds to release attachments for amounts not exceeding our Limits of Coverage, but **CSURMA** is not obligated to apply for or furnish any such bond;
 - 2) Premiums on appeal bonds required by law to appeal any **Claim** or suit which **CSURMA** defends, but **CSURMA** is not obligated to apply for or furnish any such bond;
 - 3) All reasonable costs taxed against the **Member** in any **Claim** or suit that **CSURMA** defends;
 - 4) Pre-judgment interest awarded against the **Member** on that part of the judgment **CSURMA** pays. If **CSURMA** makes an offer to pay the applicable Limit(s) of Liability, then **CSURMA** will not pay any pre-judgment interest accrued for that period of time after the offer;
 - 5) All interest that accrues after entry of judgment and before **CSURMA** has paid, offered to pay or deposited in court the part of the judgment that is within

CSURMA's applicable Limit(s) of Liability; or

- 6) Reasonable **Member** expenses incurred with **CSURMA's** consent or at **CSURMA's** request.
 - 7) Attorney fees awarded against the Member and Additional Covered Party, provided the fees are attributable to a claim for compensatory damages covered by the Memorandum and not based on any contract.
4. **CSURMA** will not defend any **Claim** or **Suit** after our applicable Limit(s) of Liability has been exhausted by payments of judgments or settlements including **Loss Adjustment Expenses**.
 5. Except as provided in Paragraph A above, **CSURMA** will have no duty to defend any **Claim** or **Suit** against the **Member**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any **Claim** to which this Memorandum may apply, and the **Member** shall cooperate fully with us in such participation. If **CSURMA** chooses to exercise this right, **CSURMA** will do so at **CSURMA's** own expense.
 6. All expenses **CSURMA** may incur in the defense of any **Claim** or **Suit** are included in the Limit of Liability and are not paid in addition to the Limit of Liability.
 7. If **CSURMA** assumes the control of the handling of a claim, the Member shall be obligated to pay at the direction of **CSURMA** any sum necessary for the settlement of a claim, or to satisfy liability imposed by law, up to the applicable **Deductible**.

SECTION IV - LIMITATIONS UPON CSURMA'S LIABILITY

Regardless of the number of (1) persons or entities covered under this Memorandum, or (2) persons or organizations who sustain injury or damage, or (3) **Claims** made or suits brought because of injury or damage, the **CSURMA's** liability for **Damages** is limited as follows:

The **CSURMA's** liability for **Damages** shall be only for the **Ultimate Net Loss** less the **Member's Deductible(s)** not to exceed the Limits of Liability shown in the Declarations, as the result of any one **Occurrence** or **Wrongful Act** or the amount shown in the Declarations because of all **Occurrences** for any one **Member** during each **Coverage Period**. There is no limit to the number of **Occurrences** or **Wrongful Acts** during the **Coverage Period** for which **Claims** may be made.

The **Member's Deductible(s)** as shown in the Declarations applies to each such **Occurrence** or **Wrongful Act** without regard to exclusions, limitations or exhaustion of aggregate limits in underlying or contributing coverage, insolvency of any insurance carrier or insurance pool, or any circumstances wherein underlying or contributing coverage is uncollectible.

This Memorandum applies to **Occurrences** or **Wrongful Acts**, which take place anywhere in the world during the specified **Coverage Period** stated in the Declarations of this Memorandum.

The term **Covered Party** is used severally and not collectively. The Limit of Liability and **Member's Deductible(s)** as stated in the Declarations apply separately to each **Covered Party**. In the event of an **Occurrence** for which more than one **Covered Party** is or may be held liable, one **Member** Deductible

and one Limit of Liability coverage will apply to all **Covered Parties**. CSURMA's liability for all **Covered Parties** shall not exceed the Limit of Liability set forth in Declarations. An **Occurrence** or **Wrongful Act** involving more than more than one **Member** shall be treated as a single **Occurrence** or **Wrongful Act**, and a single Limit of Liability and a single **Member's Deductible(s)** will apply to the **Occurrence** or **Wrongful Act**.

For the purpose of determining the CSURMA Limit of Liability and the **Member's Deductible(s)**, all **Damages** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence** or **Wrongful Act**. An **Occurrence** or **Wrongful Act** with a duration of more than one **Coverage Period** shall be treated as a single **Occurrence** or **Wrongful Act** arising during the **Coverage Period** when the **Occurrence** or **Wrongful Act** ends, and under no circumstances shall the fact that said **Occurrence** or **Wrongful Act** have a duration of more than one **Coverage Period** entitle a **Covered Party** to more than one Limit of Liability or to coverage under more than one Memorandum.

Bodily Injury or **Personal Injury** damages resulting from **Sexual Misconduct** will be deemed to have occurred at the time of the last **Sexual Misconduct** and all such **Bodily Injury** or **Personal Injury** will be deemed to be a single occurrence whether committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of (1) incidents of **Sexual Misconduct** taking place thereafter, (2) victims of **Sexual Misconduct**, or (3) locations where the **Sexual Misconduct** took place. Only the Memorandum of Coverage in effect during which such **Sexual Misconduct** last occurred will apply to such single **Occurrence** of **Sexual Misconduct**. Coverage does not apply to any **Covered Party** who is found by a court of law to have committed a criminal act of **Sexual Misconduct**.

Regardless of the number of claimants, **Members**, **Claims**, or locations involved, all **Ultimate Net Loss** suffered by one or more persons, which arises out of the operation, use, misuse, manipulation, handling, brandishing, possession, control, or discharge of one or more **Weapons**, and which has a common nexus of fact or circumstance, or is otherwise the result of a series of causally connected or interrelated events, the most we will pay for all **Ultimate Net Loss** will be subject to the highest single limit provided by the underlying insurance applicable. This limitation applies even if the **Claims** against any **Member** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Member** or negligence or other wrongdoing in the monitoring or securing of any premises, site or location by that **Member**.

SECTION V - COVERED PARTIES

The parties covered by the CSURMA:

1. The **Member**.
2. The following individually and collectively, when acting solely within the scope of their duties, office, or employment for the **Member**:
 - A. Governing Board.
 - B. Officers.
 - C. **Employees**.

- D. Non-compensated individuals, while acting for or on behalf of the **Member**. This includes individuals appointed and acting as volunteers. Volunteers include students who are enrolled in community service programs, but only while such students are performing services for credit that are valid for the student to meet the university's requirements for college graduation.
- 3. **Additional Covered Parties** as defined in Section II, 1. of this document.
- 4. **Covered Individuals** as defined in Section II, 9. of this document.

SECTION VI – EXCLUSIONS

This Memorandum shall not apply to, and CSURMA shall not be obligated to make any payment or defend any lawsuit in connection with any **Claim** or liability or **Damages**, with respect to:

- 1. Aircraft
The ownership, maintenance, loading or unloading, use or operation of any **Aircraft** capable of flight. This exclusion does not apply to static **Aircraft**.
- 2. Assault and Battery
Arising out of assault and battery, except for assault and battery committed by or directed for the purpose of protecting persons or property or where same are not committed by or at the direction of the **Member**.
- 3. Automobile
For any liability arising out of the use or entrustment to others of any **Automobile** owned or operated by or rented or loaned to any **Member**, but this exclusion does not apply to parking an **Automobile** on or on the ways next to premises the **Member** owns or rents, provided the **Automobile** is not owned by or rented or loaned to the **Member**.
- 4. Automobile Physical Damage
For any liability for damages to or destruction of any **Automobile** owned by, rented to, leased to or in charge of the **Member**.
- 5. Aviation Activities
The ownership, maintenance, loading or unloading, use or operation of any:
 - A. **Aircraft**
 - B. Airfields;
 - C. Runways;
 - D. Hangars; or
 - E. Buildings of other properties in connection with aviation activities.
 - F. Liability for **Damages** arising out of in-flight operations of **Aircraft** by or in the interest of the **Covered Party** except with respect to operations performed by scheduled common carriers or operations of **Aircraft** owned or operated by the United States government or

the State of California. The term in-flight as used in the foregoing means the period of time the **Aircraft** moves forward in taking off or in an attempt to take off until it has completed its landing run.

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.

6. Bid Specifications / Cost Overruns

Claims arising out of:

- A. Estimates of probable cost or cost estimates being exceeded or faulty preparation of bid specifications or plans including architectural plans.
- B. Mechanic's lien claims, stop notice claims, change order claims, or similar claims by contractors for the value of services or materials provided; this exclusion extends to such claims however denominated, including claims of breach of oral or written contract, third-party beneficiary claims, *quantum meruit* claims, and/or open count claims.

7. Bodily Injury

To **Bodily Injury** to any of the **Member's Employees** arising out of and in the course of employment by the **Member**, but this exclusion does not apply to Workers' Compensation Coverage B, Employers Liability, or Stop Gap Liability, as defined by the National Council on Workers' Compensation Insurance, or Employment Practices Liability.

With respect to **Employment Practices Liability, 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.

8. CSU Managed Construction Projects

For any liability for damages assumed by the **Covered Parties** under any construction project contracts managed by the Chancellor's Office of the California State University or managed by a campus of the California State University, or both. However, CSURMA shall defend any actions or suits brought against any Member for such causes of action.

9. Contractual Obligations

The actual or alleged failure to perform or breach of any contract, agreement or other guarantee or promise, except this exclusion does not apply to any employment related contracts as provided under **Employment Practices Liability**. This exclusion does not apply to liability for **Damages** that the **Member** would have in the absence of the contract or agreement, or contractually assumed liability arising from the **Member's** operations; however, the agreement must arise out of or be incidental to the Member's operations and must be in place before the Occurrence and does not extend to professional liability of engineers.

10. Eminent Domain, Condemnation Proceedings or Inverse Condemnation

The **Claims** for loss or **Damage** or any liability arising out of or in connection with the principles of eminent domain, condemnation proceedings or inverse condemnation, or by whatever name used

whether such **Claims** are made directly against you or by virtue of any agreement entered into, by or on **your** behalf.

11. Employee Benefits Liability

- A. Arising out of an insufficiency of funds to meet any obligations under any plan included in the Employee Benefits Program
- B. Failure of any investment to perform;
- C. Errors in providing information on past performance of investment vehicles; or
- D. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the Employee Benefits Program.
- E. For any **Employee Benefits Liability Claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **Covered Party**, from the applicable funds accrued or other collectible insurance.
- F. For taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

12. Funds, Grants or Appropriations

For the actual or alleged use, misuse, mismanagement or loss of funds, grants, or appropriations for the return of such funds, grants, or appropriations for any reason. However, CSURMA 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.

13. Intellectual Property Infringement

For any liability for **Damages**, fines, penalties, sanctions, taxes, fees, contract damages, or any other costs or expenses arising from any **Claim**, suit, or proceeding arising from allegations related to **Intellectual Property Infringement**. However, CSURMA shall defend the **Member** up to an amount not exceeding \$250,000 **Ultimate Net Loss** for such liability. Nothing herein shall act to increase the limit of liability. CSURMA AORMA shall not pay any expenses related to a **Member's** (or any other entity's) pursuit of **Damages**; or for abatement, enforcement, or other remedies, for its own **Intellectual Property Infringement** claims.

14. Intentional Conduct

- A. For any liability based on the **Member's** obtaining of financial gain to which the **Member** was not legally entitled.
- B. For any liability arising out of the willful violation of a penal code or ordinance committed by or with the knowledge or consent of any **Member, Covered Individual or Additional Covered Party**; except that any act pertaining to any one **Member** shall not be imputed to any other **Member** for the purpose of determining the application of this exclusion.

15. Lack of Occurrence or Wrongful Act

For injuries or **Damages** which do not arise out of an **Occurrence** or **Wrongful Act** as defined in this Memorandum;

16. 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 shall defend the **Covered Party** up to an amount not exceeding \$1,000,000 **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 Limits of Liability stated in the Declarations page.

17. Member vs. Member

Claims by any **Member** against its own past or present elected or appointed officials, employees or volunteers, where such claim seeks damages or restitution payable to the **Member**.

18. Non-Compensatory Amounts and/or Damages

For any non-monetary equitable redress or form of relief other than the payment of monetary **Damages**, including but not limited to, declaratory, injunctive or administrative relief or specific performance award, or any cost to defend or cost or expense to comply with any declaratory, injunctive or administrative relief or specific performance award.

19. Nuclear Material

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

A. For any loss or liability accruing to the **Covered Party** as a Member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such Member, subscriber or association.

1) It is agreed that this Memorandum does not apply under any liability coverage, to injury, sickness, disease, death or destruction, **Bodily Injury** or **Property Damage** with respect to which a **Member** under the Memorandum is also a **Covered Party** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability. 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.

B. Resulting from the **Hazardous Properties** of **Nuclear Material**, if:

1) 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;

2) 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

- 3) 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 3 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** or California State University.

20. Pollution

For any loss, cost, or expense:

- A. 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** at any time, however, wherever or whenever occurring and by whomever caused or alleged to have been caused;
- B. Arising out of any **Claim**, suit, governmental direction or request, request, demand or order, whether by or on behalf of a governmental authority or not, 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**:
 - 1) At any premises owned, rented or occupied by the **Covered Party**;
 - 2) At or from any site or location used by or for the **Covered Party** or others for the handling, storage, dispersal, processing or treatment of **Waste**;
 - 3) Which are at any time transported, handled, stored, treated or disposed of; or processed as **Waste** by or for the **Covered Party** or any person or organization for whom the **Covered Party** may be legally responsible; or
 - 4) At or from any site or location on which the **Covered Party** or any contractors or subcontractors working directly or indirectly on the **Covered Party's** behalf are performing operations:
 - a) If the **Pollutants** are brought on or to the site or location in connection with such operation; or
 - b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **Pollutants**.

Subparagraph (A) and (B.1) do not apply to **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one, which becomes uncontrollable or breaks out from where it was intended to be.

Provided, however, that this exclusion does not apply to:

- A. Discharge, dispersal, release or escape directly caused by hostile fire, explosion, lightning, windstorm, vandalism or malicious mischief; or

- B. **Bodily Injury or Property Damage** which is within the **Product Hazard** of the **Completed Operations Hazard**; or
- C. Loss or Damage caused by the collision, upset or overturn of any **Automobile**; or
- D. A discharge, dispersal, release or escape of **Pollutants** that meets all of the following conditions:
 - 1) It was accidental and was neither expected nor intended by the **Covered Party**.
 - 2) It was instantaneous and was demonstrable as having commenced at a specific time and date during the term of this coverage.
 - 3) Its commencement became known to the Risk Manager or Executive Director of the **Covered Party** within ten (10) calendar days.
 - 4) Its commencement was reported in writing within forty (40) calendar days of becoming known to the Risk Manager or Executive Director of the **Covered Party**.
 - 5) Reasonable effort was expended by the **Covered Party** to terminate the situation as soon as conditions permitted.

Nothing contained in this exclusion shall operate to provide any coverage with respect to:

- A. Any site or location used by others on the **Covered Party's** behalf, principally for the handling, storage, disposal, dumping, processing or treatment of **Waste** material.
- B. Any fines, penalties or exemplary **Damages**.
- C. Any clean-up costs ordered by the Superfund program, or any federal, state or local governmental authority. However, this specific exclusion (3) shall not serve to deny coverage for third party clean-up costs otherwise covered by this endorsement 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** currently owns, rents or occupies or owned, rented or occupied at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**; or
- F. Water pollution caused by oil or by its derivatives.

21. Property Damage

For the cost to modify any building or property in order to make said building or property more accessible or accommodating to any disabled or incapacitated person.

Arising from **Property Damage** to:

- A. Property owned by a **Covered Party**; or

- B. Property rented or leased to a **Covered Party** where the **Covered Party** had assumed liability for damage to or destruction of such property, unless the **Covered Party** would have been liable in the absence of such assumption of liability or contractual liability

22. Watercraft

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 **Covered Party**, but this exclusion does not apply to:

- A. Watercraft while ashore on premises owned or rented by **Covered Party**;
- B. Watercraft less than fifty-one (51) feet in length at the waterline.
- C. Watercraft with no self-propulsion capabilities, regardless of length.
- D. Rowing or sculling shells regardless of length.

23. Under Errors and Omissions Liability:

- A. Based on **Covered Party's** obtaining of financial gain to which the **Covered Party** was not legally entitled.
- B. Arising out of the willful violation of a penal code or ordinance committed by or with knowledge of consent of any **Covered Party**; except that any act pertaining to any one **Covered Party** shall not be imputed to any other **Covered Party** for the purpose of determining the application of this exclusion.
- C. Refund or restitution of taxes, fees, or assessments.

24. Under Media Wrongful Acts:

- A. Based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any actual or alleged infringement, contributing to the infringement, or inducing the infringement of any patent.
- B. Actual or alleged violation of any federal, state or local statute, law or regulation regarding the dissemination of unsolicited communications, including but not limited to unsolicited telephone calls, facsimiles and electronic mail; or
- C. 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;
- D. 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.
- E. Arising out of oral or written publication of material, if done by or at the direction by **you** with knowledge of its falsity.

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**;

SECTION VII – CONDITIONS

1. Action Against CSURMA - No action shall lie against CSURMA unless, as a condition precedent thereto, the **Covered Party** shall have fully complied with all the terms of this Memorandum nor 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. Said judgment shall not be deemed final, if an appeal be prosecuted therefrom, until the suit shall have been finally determined on appeal. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this document to the extent of the coverage afforded by this document. Nothing contained in this document shall give any person or organization any right to join CSURMA as a co-defendant in any action against the **Covered Party** to determine such **Covered Party's** liability. Under no circumstances shall CSURMA be liable for consequential damages, “bad faith” damages, or any sums beyond the amounts due under Section I - Coverages, plus interest at the same rate as the CSURMA earned on investments for the time period involved.
2. Arbitration:
 - A. In the event that a question or dispute arises between CSURMA and a **Covered Party** concerning the applicability of the coverage provided by this document to an **Occurrence** or **Wrongful Act** or **Claim** against the **Covered Party**, either the **Covered Party** or CSURMA may make a written request for arbitration. Where such a request is made, arbitration shall be a condition precedent to the filing of any civil action concerning, or in any way arising out of, such question or dispute.
 - B. If a **Covered Party** and CSURMA fail to agree upon an arbitrator, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, either may request selection by a judge of a court having jurisdiction. Each party will bear the expense it incurs, and the two parties will bear the expense of the third arbitrator equally. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will constitute a determination of the matter in question or dispute.
 - C. Except as otherwise provided above, arbitration hereunder shall be conducted as provided in Title 9 of the California Code of Civil Procedure (Code of Civil Procedure Section 1280, *et seq.*).
3. Assignment: No assignment of interest under this Memorandum shall bind CSURMA without its written consent and endorsed hereon.
4. Cancellation and Termination:

Coverage provided under this Memorandum may be terminated at any time in accordance with the terms set forth in the CSURMA Joint Powers Agreement, the Bylaws and the Policies and Procedures.
5. Changes to the Memorandum: 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 CSURMA, unless and until a written endorsement which expressly amends this Memorandum or waives a provision thereof has been duly issued by CSURMA and made a part of this Memorandum, unless the

CSURMA Policies and Procedures regarding claims reporting and claims administration and litigation management have been amended by CSURMA.

6. Claims Settlement: As stated in the CSURMA Policy and Procedures regarding Claims Reporting and Claims Administration and Litigation Management.
7. 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's rules and rates. CSURMA shall not be required to perform any obligations under this Memorandum if contributions are not paid.
8. Duties in the Event of Occurrence, Wrongful Act, Claim or Suit: The following provisions and the provisions of the CSURMA 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.
 - A. 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 CSURMA as soon as practicable.
 - B. When the **Member** submits the first claim report, the following information shall be included, if available and applicable:
 - 1) How, when and where the **Occurrence** or offense took place;
 - 2) The names and addresses of any injured persons and witnesses;
 - 3) The nature and location of any injury or damage arising out of the **Occurrence** or offense;
 - 4) Incident reports;
 - 5) Investigation reports;
 - 6) Police reports;
 - 7) Claim notices and **Member** and any other involved **Covered Party** response(s);
 - 8) Medical reports; and
 - 9) Other information helpful to CSURMA.
 - C. 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 CSURMA Claims Administrator and authorize CSURMA to obtain records and other information;

- D. The **Member** and any other involved **Covered Party** will cooperate with CSURMA in the investigation or settlement of the claim, suit or proceeding or defense against and assist CSURMA, 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.
9. Inspection and Audit: CSURMA shall have the right, but not the obligation, to inspect the **Member's** property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf or benefit of the **Member** or others, to determine or warrant that such property or operations are safe or healthy.
- The **Member** shall maintain records of such information as is necessary for premium computation, and shall send copies of such record to CSURMA at the end of the **Coverage Period** and at such times during the **Coverage Period** as we may direct. CSURMA may examine and audit **Member's** books and records as they relate to this Memorandum at any time during the **Coverage Period** and extensions thereof and within three (3) years after the final termination of this Policy.
10. 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.
- With respect to **Employment Practices Liability**, as stated in CSURMA Policy and Procedure on Claims Reporting, in no event shall any payments be made by CSURMA 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 CSURMA.
- Moreover, no settlement of any **Claim** shall be paid by CSURMA without prior written authorization of CSURMA.
- As requested, CSURMA shall be entitled to complete access to the **Member's** claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The **Member** shall be responsible to report on the progress of the litigation and any significant developments at least quarterly to CSURMA, and to provide CSURMA with simultaneous copies of all correspondence provided to the covered party by its defense attorneys and/or agents.
11. Other Coverage: It being recognized that similar coverage contracts contain Other Insurance Clauses, it is therefore intended, understood and agreed that:
- A. Notwithstanding the terms and conditions of any Other Insurance Clause of Clauses in any policy or policies where other coverage is available to the **Covered Party** (whether such policy is issued to the **Covered Party** or extends to it as employer, employee or agent in any other capacity), the coverage afforded hereunder is intended to be, and shall be, excess coverage; and under no circumstances shall the coverage afforded hereunder be considered pro-rata, concurring or co-existent.
- B. If any other coverage is available to the **Covered Party**, whether such coverage is called excess over, or pro-rata with other valid and collectible insurance or not, the coverage afforded hereunder shall not apply until such other coverage has been exhausted, provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this document.

12. Separation of Covered Parties: Except with respect to the Section III – Limitations Upon CSURMA's Liability, and any rights or duties specifically assigned to this Memorandum, this coverage applies:
 - A. As if each **Covered Party** were the only **Covered Party**; and
 - B. Separately to each **Covered Party** against whom the **Claim** is made or suit is brought.
13. 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.
14. Subrogation/Transfer of Rights of Recovery Against Others to CSURMA: CSURMA shall be subrogated to the extent of any payment hereunder, to all of **Member's** rights of recovery and **Member** shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. **Member** may elect to waive their rights to subrogation prior to a loss. To the extent that **Member** elects to waive such rights, CSURMA shall have no right of subrogation. Any amount recovered shall be apportioned as follows:

Any interest, including yours, having paid an amount in excess of **Member's Deductible(s)** plus the Limit of Liability hereunder shall be reimbursed first to the extent of actual payment. CSURMA shall be reimbursed next, to the extent of actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Member. The expense of all such recovery proceedings shall be apportioned in the ratio of the respective recoveries. If there is no recovery in proceedings conducted solely by **Member**, then **Member** shall bear the expenses thereof.



Endorsement No.: 1
Forms a part of MOC No.: CSURMA Memorandum of Liability Coverage
Coverage Term: July 1, 2024⁵ to July 1, 2025⁶
Issued to (Member): CSU Member Campuses
Issued by: California State University Risk Management Authority (CSURMA)

This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.

NON-SALARIED STATE EMPLOYEE AUTO LIABILITY

COVERAGE LIMIT: \$500,000 Per Occurrence / Accident

UNDERLYING LIMITS OF COVERAGE:

1. State Motor Vehicle Self-Insurance Program \$1,000,000
2. Great American \$4,000,000 excess of \$1,000,000

CAMPUS DEDUCTIBLE: \$0

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

As respects motor vehicles operated by a Non-Salaried **Employee** of the California State University, coverage is provided 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 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 3/14)

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. With the exception of peace officers as defined in Insurance Code Section 557.5, 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.

All other terms and conditions in the Memorandum of Liability Coverage remain unchanged.

Signed: _____

Date: July 1, 2024⁵

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
LIABILITY PROGRAM**

**MEMORANDUM OF COVERAGE
MOC # AORMALIAB24252526**

DECLARATIONS

This Memorandum of Coverage is issued under and pursuant to the terms, conditions, covenants and stipulations of the California State University Risk Management Authority (CSURMA) Joint Powers Agreement, Bylaws, and CSURMA and CSURMA Auxiliary Organizations Risk Management Alliance (CSURMA AORMA) Policies and Procedures. All terms and conditions of these documents are incorporated herein by reference. In the event that any provision of this Memorandum of Liability Coverage is in conflict with or is inconsistent with these documents, the terms and conditions of such documents shall prevail and take precedence to the extent of such conflict or inconsistency. CSURMA AORMA agrees with the **Member**, in consideration of the payment of contribution and in reliance upon statements in the Declarations and subject to the limits of liability, exclusions, conditions, and other terms of this memorandum and the abovementioned documents, to provide the coverage as stated in this memorandum.

Item 1: Member

See the **Member** listing attached.

Item 2: Coverage Period

July 1, 2025 to July 1, 2026

Item 3: AORMA Liability Risk Pool – Limits of Liability *(limits include risk pool retentions):*

- a. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts\$10,000,000
- b. Each Occurrence, Non-Salaried Employees (of the California State University) Auto Liability\$10,000,000
- c. Each Occurrence, Mold\$600,000
- d. Annual Aggregate, Mold\$850,000

Item 4: AORMA Liability Risk Pool - Retention:

- a. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences of Wrongful Acts *(Inclusive of Item 6 Member Deductibles):*\$1,000,000

- b. Non-Salaried Employees (of the California State University) Auto Liability, each occurrence \$1,000,000
- c. Mold, each occurrence..... \$500,000

Item 5: Reinsurance Limits of Liability (*excess of Item 4 retention*):

- a. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts \$8,500,000
- b. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences of Wrongful Acts (*AORMA Liability Risk Pool retains 16.67% or \$500,000 of the \$3,000,000 excess of \$5,000,000 reinsurance layer*): \$500,000
- c.** Each Occurrence, Non-Salaried Employees (of the California State University) Auto Liability \$8,500,000
- d. Aggregate Policy Limit during each Policy Period \$34,000,000
- e. Mold, per occurrence / each member (*within and part of the \$4M xs \$1M layer, subject to the group aggregate of \$16M*) \$100,000

Note: Various aggregates are included by layer as per the reinsurance contracts. The reinsurance will not drop-down in the event the Aggregate Reinsurance Limit is eroded. See the Reinsurance Certificates / Contracts for Details.

Item 6: AORMA Liability Risk Pool - Sub-Limits / Coverage Extensions:

- a. Medical Payments, per person..... \$5,000
- b. California Uninsured or Underinsured Motorists (bodily injury only), bodily injury only..... \$250,000
- c. Domestic Hired Automobile Physical Damage, each accident \$50,000
- d. Fiduciary Liability Coverage (Claims Made Basis), each occurrence..... \$350,000
- e. Funds, Grants or Appropriations (defense only), each occurrence \$250,000
- f. Land Use (defense only), each occurrence..... \$250,000
- g. Nuclear Materials (limited coverage), each occurrence \$250,000
- h. Organic Pathogen (limited coverage), each occurrence \$50,000
- i. Organic Pathogen (limited coverage), aggregate \$250,000
- j. Intellectual Property Infringement (defense only), each occurrence..... \$250,000

Item 7: Member Deductibles:

- a. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences of Wrongful Acts (*except Employment Practices Liability*): \$0
- b. Employment Practices Liability, each occurrence, all Member except;..... \$25,000
 - ~~Chico State Enterprises~~ ~~\$100,000~~
 - San Diego State University Research Foundation..... \$100,000
 - Associated Students of San Francisco State University ~~\$50~~75,000

- c. Domestic Hired Automobile Physical Damage Comprehensive and Collision, each accident..... \$1,000
- d. Domestic Hired Automobile Physical Damage Comprehensive and Collision (*when the use of the hired vehicle on a non-paved road violates the rental car agreement*), each accident \$5,000

Note: Member Deductibles are included within the limits of liability.

Item 8. Retroactive Dates:

Fiduciary Liability, including Employee Benefits Liability Coverage:

- a. Associated Students of California State University, Chico..... July 1, 2005
- b. California State University, Long Beach Research Foundation..... July 1, 2008
- c. Associated Students of California State University, Los Angeles, Inc. July 1, 2007
- d. The University Corporation, CSU Northridge-..... October 1, 1991
- e. University Student Union of California State University, Northridge October 1, 1999
- f. Capital Public Radio, Inc., CSU Sacramento April 14, 2010
- g. San Jose State University Research Foundation July 1, 2002
- h. Spartan Shops, Inc., San Jose State University February 1, 1998
- i. Auxiliaries Multiple Employer VEBA..... July 1, 2010
- j. All other Named Members July 1, 2010

Item 9: Claims Administrator:

Carl Warren & Company
csurma@carlwarren.com

and/or

Beth Tavares
btavares@carlwarren.com
 657-622-4215

To be valid, this agreement must be signed by the CSURMA Secretary-Auditor.

Authorized Signature

Item 1: Member

Member Listing

Campus	Auxiliary Organization
Bakersfield	Associated Students, California State University, Bakersfield, Inc.
Bakersfield	California State University, Bakersfield Auxiliary for Sponsored Programs and Administration
Bakersfield	California State University, Bakersfield Foundation
Bakersfield	California State University, Bakersfield Student Union
Chancellor's Office	California State University Foundation
Chancellor's Office	California State University Institute
Channel Islands	Associated Students of California State University, Channel Islands, Inc.
Channel Islands	California State University Channel Islands Foundation
Channel Islands	CI University Auxiliary Services, Inc.
Chico	Associated Students of California State University, Chico
Chico	Chico State Enterprises
Chico	The University Foundation, California State University, Chico
Dominguez Hills	Associated Students, California State University, Dominguez Hills
Dominguez Hills	California State University, Dominguez Hills Toro Auxiliary Partners
Dominguez Hills	Donald P. and Katherine B. Loker University Student Union, Incorporated
Dominguez Hills	California State University, Dominguez Hills Philanthropic Foundation
East Bay	Associated Students Incorporated of California State University, East Bay
East Bay	Cal State East Bay Educational Foundation
East Bay	California State University, East Bay Foundation, Inc.
Fresno	Associated Students, Inc. of California State University, Fresno
Fresno	California State University, Fresno Association, Inc.
Fresno	California State University, Fresno Foundation
Fresno	Fresno State Programs for Children, Inc.
Fresno	The Agricultural Foundation of California State University, Fresno
Fresno	The California State University, Fresno Athletic Corporation
Fullerton	Associated Students, Inc. California State University, Fullerton
Fullerton	Cal State Fullerton Philanthropic Foundation
Fullerton	CSU Fullerton Auxiliary Services Corporation
Humboldt	Associated Students of Cal Poly Humboldt
Humboldt	Cal Poly Humboldt Foundation
Humboldt	Humboldt State University Center Board of Directors
Humboldt	Cal Poly Humboldt Sponsored Programs Foundation
Long Beach	Associated Students, California State University, Long Beach
Long Beach	California State University, Long Beach Research Foundation

Campus	Auxiliary Organization
Long Beach	CSULB 49er Foundation
Long Beach	Forty-Niner Shops, Inc. <i>dba Beach Shops</i>
Los Angeles	Associated Students of California State University, Los Angeles, Inc.
Los Angeles	Cal State L.A. University Auxiliary Services, Inc.
Los Angeles	California State University, Los Angeles Foundation
Los Angeles	University-Student Union Board, California State University, Los Angeles
Maritime Academy	California Maritime Academy Foundation, Inc.
Maritime Academy	The Associated Students of the California Maritime Academy
Maritime Academy	Cal Maritime Corporation
Monterey Bay	Foundation of California State University, Monterey Bay
Monterey Bay	University Corporation at Monterey Bay
Monterey Bay	Otter Student Union at CSU Monterey Bay
Northridge	Associated Students, California State University, Northridge, Inc.
Northridge	California State University, Northridge Foundation
Northridge	North Campus University Park Development Corporation
Northridge	The University Corporation
Northridge	University Student Union of California State University, Northridge
Pomona	Associated Students Inc., California State Polytechnic University, Pomona
Pomona	Cal Poly Pomona Foundation, Inc. <i>dba Cal Poly Pomona Enterprises</i>
Pomona	Cal Poly Pomona Philanthropic Foundation
Sacramento	Associated Students of California State University, Sacramento
Sacramento	Capital Public Radio, Inc.
Sacramento	The University Foundation at Sacramento State
Sacramento	University Enterprises, Inc.
Sacramento	University Union Operation of CSUS, Inc.
San Bernardino	Associated Students, California State University, San Bernardino
San Bernardino	CSUSB Philanthropic Foundation
San Bernardino	Santos Manuel Student Union of California State University, San Bernardino
San Bernardino	University Enterprises Corporation at CSUSB
San Diego	Associated Students, San Diego State University
San Diego	Aztec Shops, Ltd.
San Diego	San Diego State University Research Foundation
San Diego	The Campanile Foundation
San Diego	SDSU Mission Valley Enterprises
San Francisco	Associated Students of San Francisco State University
San Francisco	San Francisco State University Foundation, Inc.
San Francisco	The University Corporation, San Francisco State
San Jose	Associated Students San Jose State University
San Jose	San Jose State University Research Foundation

Campus	Auxiliary Organization
San Jose	Spartan Shops, Inc.
San Jose	The Student Union of San Jose State University
San Jose	The Tower Foundation of San Jose State University
San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo
San Luis Obispo	Cal Poly Corporation
San Luis Obispo	California Polytechnic State University Foundation
San Marcos	The California State University San Marcos Foundation
San Marcos	Associated Students, Inc. of California State University San Marcos
San Marcos	California State University San Marcos Corporation
Sonoma	Associated Students of Sonoma State University
Sonoma	Sonoma State Enterprises, Inc.
Sonoma	Sonoma State University Foundation
Stanislaus	Associated Students Incorporated of California State University, Stanislaus
Stanislaus	California State University, Stanislaus Auxiliary and Business Services
Stanislaus	California State University, Stanislaus Foundation
Stanislaus	University Student Center of California State University, Stanislaus
N/A	Auxiliary Organization Associations
N/A	Auxiliaries Multiple Employer VEBA
N/A	Cal Poly Humboldt Real Estate Holdings
N/A	Cal Poly Foundation, LLC

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
COVERAGE TERMS AND CONDITIONS FOR
CSURMA AORMA LIABILITY PROGRAM**

Throughout this Memorandum, words and phrases that appear in boldface type have special meanings. They are defined in SECTION I – DEFINITIONS and/or with respect to Covered Parties in SECTION IV – COVERED PARTIES.

The California State University Risk Management Authority is an intergovernmental agency, risk sharing, joint powers authority, duly formed pursuant to California Government Code Sections 6500 *et seq.* The Auxiliary Organizations Risk Management Alliance (hereinafter called AORMA) is a group of programs that operate within the California State University Risk Management Authority representing the California State University Auxiliary Organizations. Within this Memorandum the California State University Risk Management Authority will be called CSURMA AORMA recognizing that this is an AORMA Liability Program document with separate terms and conditions.

This Memorandum does not provide insurance, but instead provides for pooled self-insurance. This Memorandum is a negotiated agreement among the **Members** of the CSURMA AORMA, and none of the parties to the document is entitled to rely on any contract interpretation principles which require interpretation of ambiguous language against the drafter of such agreement. This document shall be applied according to the principles of contract law, giving full effect to the intent of the **Members** of the CSURMA AORMA, acting through the Board of Directors in adopting this document. As the CSURMA AORMA is not an insurer, it has no obligation to issue reservation of rights letters, nor does it have an obligation to provide “*Cumis*” counsel to a **Covered Party** in disputed coverage situations under Civil Code 2860. Finally, failure to provide notice to a **Covered Party** of any coverage dispute shall not operate to waive any of the provisions of this document.

SECTION I – COVERAGES

Subject to the **Member’s Deductible**, CSURMA AORMA agrees:

To pay on behalf of the **Member** those sums for **Ultimate Net Loss** in excess of the **Member’s Deductible** which the **Member** shall become obligated to pay as **Damages**;

1. By reason of liability assumed by the **Member** by contract because of **Bodily Injury or Property Damage, Personal Injury, Errors and Omissions, Employee Benefits Liability, Employment Practices Liability or Media Wrongful Acts** arising from operations of the **Member** to which this Memorandum applies caused by an **Occurrence or Wrongful Act**, or
2. By reason of liability imposed by law because of **Bodily Injury, Property Damage, Personal Injury, Errors and Omissions, Employment Practices Liability or Media Wrongful Acts** arising from operations of the **Member** to which this Memorandum applies caused by an **Occurrence or Wrongful Act**.

3. By reason of liability imposed by law because of **Employee Benefits Liability** claims made during the **Coverage Period** to which this Memorandum applies caused by an Occurrence or **Wrongful Act**.

SECTION II - DEFINITIONS

1. **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 and during the **Member's** operations or premises owned, rented or used by 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 covered party** under this coverage.

The limit and scope of coverage afforded to the **Additional Covered Party** shall be no broader than that which is required by such contract and shall in no event be broader than the coverage afforded by this Memorandum.

The coverage does not extend, either with respects to defense or indemnity to the sole negligence, or to the willful misconduct of any **Additional Covered Party**.

2. **Administration**, with respect to **Employee Benefits Liability**, means:
 - A. Providing information to **Employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **Employee Benefit Programs**;
 - B. Handling records in connection with the **Employee Benefit Program**; or
 - C. Effecting, continuing or terminating any **Employees'** participation in any benefit included in the **Employee Benefit Program**.

However, **Administration** does not include handling payroll deductions.

3. **Aircraft** means a vehicle designed for the transport of persons or property principally in the air, but including **Unmanned Aerial Vehicle**.
4. **Automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
5. **Bodily Injury** means **Bodily Injury**, sickness, disease or death, including but not limited to shock, mental anguish, mental injury and humiliation sustained by any person that occurs during the **Coverage Period**. **Bodily Injury** includes **Damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
6. **Claim** means:
 - A. A civil proceeding against a **Member** in which **Damages** are sought on account of
 - 1) **Bodily Injury or Property Damage**,

- 2) **Personal Injury,**
- 3) **Errors and Omissions,**
- 4) **Employee Benefits Liability,**
- 5) **Employment Practices Liability**
- 6) **Media Wrongful Acts,**

arising from an **Occurrence** or **Wrongful Act** to which this insurance applies, including an arbitration or other alternative dispute resolution proceeding in which monetary **Damages** are sought and to which the **Member** must or does submit with our written consent.

7. **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 **Member**. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following time:

- A. When all operations to be performed by or on behalf of the **Additional Covered Party** at the site of the operations have been completed.
- B. When all operations to be performed by or on behalf of the **Additional Covered Party** under the contract have been completed; or
- C. 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 working on the same project

Operations which 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 **Personal Injury** or **Property Damage** arising out of:

- A. Operations in connection with the transportation of property unless the **Personal Injury** or **Property Damage** arises out of a condition in or on a vehicle created by the loading or unloading of that vehicle by any **Member**; or
- B. The existence of tools, uninstalled equipment or abandoned or unused materials.
8. **Coverage Period** means the period of coverage provided under this Memorandum as shown on the Declarations Page.
9. **Covered Individual(s)** means persons who are past or present elected or appointed officials, **Employees, whether or not compensated**, or authorized volunteers of the **Member**, while acting within the scope of their duties, office or employment for or on

behalf of the **Member**, including while acting on outside boards at the direction of the **Member**. **Covered Individuals** do not include **Employees** of nonmember organizations, including, but not limited to alumni associations and volunteer university support groups.

10. **Dam** means any artificial barrier together with appurtenant works which:
 - A. Is twenty-five feet or more in height from the foot of a natural bed of stream or watercourse; or
 - B. Has water impounding capacity of fifty acre feet or more.

Except, any such barrier which is not in excess of twenty-five (25) feet in height regardless of storage capacity, or which has a storage capacity not in excess of fifteen (15) acre feet regardless of height, shall not be considered a **Dam**; and, no structure specifically exempted from jurisdiction by the applicable state agency overseeing **Dams** shall be considered a **Dam**, unless such structure is under the jurisdiction of any agency of the federal government.

11. **Damages** means compensation in money which a **Covered Party** is legally obligated to pay as a result of a **Claim**. **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, severance payments 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 also not include any wages, salary or benefits owed for work actually performed.

Damages with respect to **Employment Practices Liability** shall not include amounts awarded under a labor grievance or arbitration pursuant to a collective bargaining agreement.

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.

Damages shall not include fines, penalties, sanctions, taxes or fees assessed against any **Covered Party**.

12. **Deductible** means the amount of each **Ultimate Net Loss** which the **Member** is obligated to pay. The deductible is stated in the Declarations. Any deductible amount paid by CSURMA AORMA shall be promptly reimbursed to CSURMA AORMA by the **Member**.
13. **Discrimination**, as respects **Employment Practices Liability**, means the actual or alleged failure to employ, failure to promote, or the demotion, transfer, suspension, 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. **Discrimination**, other than as respects **Employment Practices Liability**, means **Bodily Injury**, **Personal Injury** and/or **Errors and Omissions** arising from alleged acts, errors or omissions

showing favor, prejudice or bias for or against a person because of race, color, creed, national origin, sex, sexual orientation or preference, religion, age, gender, disability or handicap or pregnancy.

14. **Employee** means:

- A. Any person who has an assigned work schedule for the **Member** and is on the **Member's** regular payroll; and
- B. Any person who is leased to the **Member** through a staffing or temporary agency and is working for the **Member** under the **Member's** supervision, including a **Leased Worker**.
- C. **Employee** does not include independent contractors.
- D. As respects **Employment Practices Liability** and **Employee Benefit Liability** and when appearing in boldface type in this Memorandum, means any present or former **Employee** of the **Member**; and
- E. Solely as respects **Employment Practices Liability** arising from alleged **Discrimination** with respect to negligent hiring, only, **Employee** includes an applicant for employment.
- F. Solely as respects **Employment Practices Liability**, independent contractors and/or persons working on retained, while acting for or on behalf of the Member.

An **Employee's** status as a **Covered Party** will be determined as of the date of the **Occurrence** or **Wrongful Act** upon which a **Claim** involving the **Employee** is based.

15. **Employee Benefits Liability** means liability for actual or alleged Errors and Omissions in the Administration of a Member's Employee Benefit Program.

16. **Employee Benefit Program** means a program providing some or all of the following benefits to Employees:

- A. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts;
- B. Profit sharing plans, Employee savings plans, Employee stock ownership plans, pension plans and stock subscription plans; and
- C. Unemployment insurance, social security benefits, workers' compensation and disability benefits.

17. **Employment Practices Liability** means any circumstance relating to a past, present or prospective **employee** of the Member (and the child, parent, brother or sister of that person) as a consequence of the following **Wrongful Acts** or alleged **Wrongful Acts**: 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** evaluation; **Sexual or Workplace Harassment** or humiliation of any kind, including, but not limited to, the alleged operation of a harassing workplace environment; negligence resulting in **Damages** to a person that is a whistle-blower; unlawful **Discrimination**, whether direct, indirect, intentional or unintentional; failure to provide adequate **Employee** policies and procedures. **Employment Practices Liability** 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 thereunder:

- A. Americans With Disabilities Act of 1992 (ADA)
 - B. Civil Rights Act of 1991
 - C. Age **Discrimination** In Empowerment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990
 - D. Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy **Discrimination** Act of 1978;
 - E. Civil Rights Act of 1866, Section 1981; and
 - F. Fifth and Fourteenth Amendments of the U.S. Constitution.
- 18. **Errors and Omissions** means a **Wrongful Act** by **Covered Individuals** individually or collectively in the discharge of their duties for the **Member**, or any matter claimed against them solely by reason of their being or having been public officials.
 - 19. **Intellectual Property Infringement** means the unauthorized use, duplication, or sale of materials or products that are legally regarded as protected intellectual property. Intellectual property includes, but is not limited to, copyrights, patents, trademarks, service marks, industrial designs, domain names, literary and artistic works, product designs, symbols, commercial names and images, and trade secrets, whether registered or not.
 - 20. **Land Subsidence** means the movement of land or earth, including, but not limited to, sinking or settling of land, earth movement, earth expansion, and/or contraction, landslide, slipping, falling away, caving in, eroding, earth sinking, and earth rising or shifting or tilting.
 - 21. **Leased Worker** means any **Employee** who is under contract to the **Member** while performing duties defined under the contract with the Member.
 - 22. **Loss Adjustment Expense** means all costs and expenses incurred by the **Member** in connection with the investigation, appraisal, negotiation, adjustment, settlement, litigation, defense or appeal of a specific **Claim** or loss, including but not limited to CSURMA AORMA approved defense attorney fees, court costs, costs of supersedes and appeal bonds, monitoring counsel expenses, subrogation, salvage and recovery expense. Loss Adjustment Expense shall include any allocated **Claims** expenses, salaries or overhead incurred by attorneys who are **Employees** of the California State University's Office of

General Counsel. However, such expenses shall be limited at \$250 per hour. **Loss Adjustment Expense** shall also include fees and expenses of outside adjusters, including Third Party Administrators (TPA), associated with specific **Claims**, but excluding any **Loss Adjustment Expense** and fees paid to a TPA that are not allocable to a specific **Claim**. **Loss Adjustment Expense** does not include salaries and expense of **Member's Employees** except as provided above as well as office and other overhead expenses.

23. **Member** means the **Member** named on the Declarations Page.
24. **Media Wrongful Act Occurrence** means any error or omission arising out of the gathering, recording, collection, writing, editing, advertising, publication, dissemination, exhibition, broadcast, display on an internet site, or release, including but not limited to any actual or alleged:
 - A. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
 - B. Wrongful entry or eviction, trespass, eavesdropping, or other invasion of the right of private occupancy;
 - C. Libel, slander, disparagement, or publicity, false light, public disclosure or private facts, appropriation of name, persona or likeness, or any other form of defamation or harm to the character or reputation of any person or entity;
 - D. Outrage, infliction of emotional distress or prima facie tort;
 - E. Infringement or dilution of trademark, trade name, trade dress, title, slogan, service mark or service name, domain name, deep linking or framing, including unfair competition in connection with such conduct;
 - F. Copyright infringement, plagiarism, piracy, breach of implied contract, or misappropriation of property rights, information or ideas;
 - G. Breach of a promise of confidentiality or anonymity;
 - H. Error or omission in content;
 - I. Unfair competition or conspiracy, but only when the allegation of unfair competition or conspiracy is based entirely upon one or more Media Wrongful Acts falling within sections A-H above;
 - J. Breach of an indemnification or hold harmless agreement relating to **Claims** arising out of the media, but only when such **Claims** allege a **Media Wrongful Act** falling within sections A-I above;

solely when committed or allegedly committed by a **Covered Party** in is, her or its capacity as such and in connection with the creation or dissemination of media, or in connection with the creation or dissemination of advertising materials relating to media.

25. **Mold(s)** means any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores, bacterial pathogens, or any biogenic aerosols to include, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produces **Molds**.
26. **Occurrence** means an accident, act, error, offense, omission or event **Media Wrongful Act** or **Wrongful Act** during the **Coverage Period**, including continuous or repeated exposure, which results in damages, neither expected nor intended by the **Member**. An **occurrence** taking place over more than one **Coverage Period** shall be deemed to have taken place during the **Coverage Period** when the **occurrence** ended and shall be treated as a single **occurrence** in that **Coverage Period**.
27. **Organic Pathogen** means any;
 - A. Infectious and/or contagious disease or condition including, but not limited to any pandemic, epidemic or other spread of pathogen, howsoever styled and whether or not declared or acknowledged as such by any government or competent authority,
 - B. Viruses or other pathogens (whether or not a microorganism), or
 - C. Colony or group of any of the foregoing.
28. **Perfluoroalkyl or polyfluoroalkyl substances (PFAS)** means any of the following:
 - A. Perfluorooctanoic acid (PFOA), a chemical compound described as;
 - 1) $C_8H_9F_{17}O_2$,
 - 2) $F-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-C(=O(O))-H$, or
 - 3) 2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-pentadecafluorooctanoic acid-PFOA;
 - B. Perfluorooctane sulfonic acid (PFOS), a chemical compound described as;
 - 1) $C_8H_9F_{17}O_3S$,
 - 2) $F-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-S(=O(=O)(O))-H$, or
 - 3) 1,1,2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-heptafluorooctanesulfonic acid-PFOS;
 - C. Any PFAS replacement related materials, including but not limited to Gen-X, a chemical compound described as;
 - 1) $C_6H_4F_{11}NO_3$,
 - 2) Ammonium perfluoro (2-methyl-3-oxahexanoate),
 - 3) C3 Dimer Acid,
 - 4) hexafluoropropylene oxide dimer acid, or

- 5) HFPO Dimer Acid;
 - D. PFOA or PFOS salts, PFAS-related compounds, or any substances which degrade to PFOA or PFOS; or
 - E. Any PFAS, PFOA, or PFOS identified at any time as a Persistent Organic Pollutant (POP) in Annex A (Elimination), Annex B (Restriction), or Annex C (Unintentional production) in the Stockholm Convention on Persistent Organic Pollutants as ratified by the United States of America and administered by the United States Environmental Protection Agency (USEPA) by whatever name manufactured, formulated, sold or distributed.
29. **Personal Injury** means any of the following offenses:
- A. False arrest, detention, or imprisonment or malicious prosecution;
 - B. Publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right of privacy;
 - C. Wrongful entry or eviction or other invasion of the right of private occupancy;
 - D. **Discrimination** or violation of civil rights other than **Employment Practices Liability**, not intentionally committed by or at the direction of the **Member**;
30. **Pollutant** means 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 **Pollutant** as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users. Pollutants includes any material defined as hazardous in Sections 66261.10 through 66261.126 of Title 22 of the California Code of Regulations.
31. **Property Damage** means:
- A. Physical injury to or destruction of tangible property which occurs during the Coverage Period, including the loss of use thereof at any time resulting therefrom;
 - B. Loss of use of tangible property, which has not been physically injured or destroyed, provided such loss of use is caused by an Occurrence or Wrongful Act during the Coverage **Period**.
32. **Sexual or Workplace Harassment** shall mean any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or person acting in concert, which causes physical and/or mental injuries. **Sexual or Workplace Harassment** also includes the above conduct when:
- A. Submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment, or a basis for employment decisions affecting a person; or

- B. Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Sexual or Workplace Harassment does NOT include **Sexual Misconduct** as defined in this Memorandum.

33. **Sexual Misconduct** means:

- A. The actual, attempted or alleged abuse or molestation of a person by another person, or persons acting in concert which causes physical and/or mental injuries. Sexual molestation includes: sexual abuse, sexual assault, sexual exploitation or sexual injury; or
- B. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to report the above of a Covered Person.

34. **Territory** means an **Occurrence** or a **Wrongful Act** that takes place during the **Coverage Period**, anywhere in the world as well as **Claims** brought anywhere in the world.

35. **Ultimate Net Loss** means the amount of paid **Claims** liability for **Damages** for which the **Member** is liable on a per **Occurrence** or **Wrongful Act** 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. **Ultimate Net Loss** includes **Loss Adjustment Expenses**. **Ultimate Net Loss** shall not include any of the above-described expenses for **Damages** against a **Member** or defense expenses incurred because of liability excluded by this Memorandum.

36. The following definitions are applicable only to **Exclusion T – Nuclear Material**:

- A. **Hazardous Properties** include radioactive, toxic or explosive properties;
- B. **Nuclear Material** means source material, special **Nuclear Material** or byproduct material;
- C. 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;
- D. **Spent Fuel** means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**;
- E. **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;
- F. **Nuclear Facility** means:
 - 1) Any **Nuclear Reactor**;

- 2) 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**;
- 3) 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
- 4) 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.

G. **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.

37. **Unmanned Aerial Vehicle** means any vehicle without a human pilot aboard capable of flight principally in the air that is designed for the transport of equipment.

38. **Weapon** means any instrument, object, device, material, or substance that is capable of being used to inflict **Bodily Injury**, including, but not limited to, an **Unconventional Weapon** and/or a **Firearm**.

A. **Firearm** means any manual, semiautomatic, or automatic pistol, rifle, gun, shotgun, revolver, or other device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, or compressed air.

A.B. **Unconventional Weapon** means a chemical, radiological, or biological agent, organism, or toxin

37.39. **Wrongful Act Occurrence** means any actual or alleged error, misstatement, omission, negligent act, or breach of duty, including misfeasance and nonfeasance by the **Member**.

38.40. **Wrongful Termination** means the actual, alleged or constructive termination of an employment relationship between an **Employee** and a **Member** in a manner and/or a reason which is contrary to applicable law.

SECTION III - 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 **deductible**, without the prior written consent of the CSURMA AORMA.

SECTION IV - LIMITATIONS UPON CSURMA AORMA'S LIABILITY

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

The CSURMA AORMA's liability for **Damages** shall be only for the **Ultimate Net Loss** less the **Member's Deductible** not to exceed the Limits of Liability shown in the Declarations, as the result of any one **Occurrence** or **Wrongful Act** or the amount shown in the Declarations because of all occurrences for any one **Member** during each **Coverage Period**. There is no limit to the number of **Occurrences** or **Wrongful Acts** during the **Coverage Period** for which **Claims** may be made.

The **Member's Deductibles** as shown in the Declarations applies to each such **Occurrence** or **Wrongful Act** without regard to exclusions, limitations or exhaustion of aggregate limits in underlying or contributing coverage, insolvency of any insurance carrier or insurance pool, or any circumstances wherein underlying or contributing coverage is uncollectible.

This Memorandum applies to **Occurrences** or **Wrongful Acts**, which take place anywhere in the world during the specified **Coverage Period** stated in the Declarations of this Memorandum.

The term **Covered Party** is used severally and not collectively. The Limit of Liability and **Member's Deductibles** as stated in the Declarations apply separately to each **Covered Party**. In the event of an **Occurrence** for which more than one **Covered Party** is or may be held liable, one **Member** Deductible and one Limit of Liability coverage will apply to all **Covered Parties**. CSURMA AORMA's liability for all Covered Parties shall not exceed the Limit of Liability set forth in Declarations. An **Occurrence** or **Wrongful Act** involving more than more than one **Member** shall be treated as a single **Occurrence** or **Wrongful Act** and a single Limit of Liability and a single **Member's Deductible** will apply to the **Occurrence** or **Wrongful Act**.

For the purpose of determining the CSURMA AORMA Limit of Liability and the Member's Deductible, all Damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence or Wrongful Act. An **Occurrence** or **Wrongful Act** with a duration of more than one **Coverage Period** shall be treated as a single **Occurrence** or **Wrongful Act** arising during the **Coverage Period** when the **Occurrence** or **Wrongful Act** ends and under no circumstances shall the fact that said **Occurrence** or **Wrongful Act** have a duration of more than one **Coverage Period** entitle a **Covered Party** to more than one Limit of Liability or to coverage under more than one Memorandum.

Bodily Injury or **Personal Injury** damages resulting from **Sexual Misconduct** will be deemed to have occurred at the time of the last **Sexual Misconduct** and all such **Bodily Injury** or **Personal Injury** will be deemed to be a single occurrence whether committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of (1) incidents of **Sexual Misconduct** taking place thereafter, (2) victims of **Sexual Misconduct**, or (3) locations where the **Sexual Misconduct** took place. Only the Memorandum of Coverage in effect during which such **Sexual Misconduct** last occurred will apply to such single occurrence of **Sexual Misconduct**. Coverage does not apply to any **Covered Party** who is found by a court of law to have committed a criminal act of **Sexual Misconduct**.

Regardless of the number of claimants, **Members**, **Claims**, or locations involved, all **Ultimate Net Loss** suffered by one or more persons, which arises out of the operation, use, misuse, manipulation, handling, brandishing, possession, control, or discharge of one or more **Weapons**, and which has a common nexus of fact or circumstance, or is otherwise the result of a series of causally connected or interrelated events, the most we will pay for all **Ultimate Net Loss** will be subject to the highest single limit applicable. This limitation applies even if the **Claims** against any **Member** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Member** or negligence or other wrongdoing in the monitoring or securing of any premises, site or location by that **Member**

SECTION V - COVERED PARTIES

The parties covered by the CSURMA AORMA:

1. The **Member**.
2. The following individually and collectively, when acting solely within the scope of their duties, office, or employment for the **Member**:
 - A. Governing Board.
 - B. Officers.
 - C. **Employees**.
 - D. Non-compensated individuals, while acting for or on behalf of the **Member**.
3. Additional Covered Parties as defined in Section II, 1. of this document.
4. **Covered Individuals** as defined in Section II, 9. of this document.
5. Any person while using an owned **Automobile**, or non-owned **Automobile**, or a hired **Automobile**, or mobile equipment 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 **Member**.

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

- A. 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** or **Wrongful Act** 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;
 - B. 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.
6. 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**.
 7. Attorney fees awarded against the Member and Additional Covered Party, provided the fees are attributable to a claim for compensatory damages covered by the Memorandum and not based on any contract.

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 VI – EXCLUSIONS

This Memorandum shall not apply to and CSURMA AORMA shall not be obligated to make any payment or defend any lawsuit in connection with any **Claim** or liability or **Damages with respect to:**

1. Aircraft

The ownership, maintenance, loading or unloading, use or operation of any **Aircraft** or **Unmanned Aerial Vehicle** capable of flight. This exclusion does not apply to static **Aircraft**.

2. Asbestos

The presence of, or installation or removal of, asbestos or any product containing asbestos material.

3. Assault and Battery

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

4. Aviation Activities

The ownership, maintenance, loading or unloading, use or operation of any:

A. **Aircraft**

B. **Unmanned Aerial Vehicle;**

C. Airfields;

D. Runways;

E. Hangars; or

F. 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.

5. Bid Specifications / Cost Overruns

Claims arising out of:

- A. Estimates of probable cost of cost estimates being exceeded or faulty preparation of bid specifications or plans including architectural plans.
- B. Mechanic's lien claims, stop notice claims, change order claims, or similar claims by contractors for the value of services or materials provided; this exclusion extends to such claims however denominated, including claims or breach of oral written contract, third-party beneficiary claims, *quantum meruit* claims, and/or open count claims.

6. Bodily Injury

To **Bodily Injury** to any of the **Member's Employees** arising out of and in the course of employment by the **Member**, but this exclusion does not apply to Workers' Compensation Coverage B, Employers Liability, or Stop Gap Liability, as defined by the National Council on Workers' Compensation Insurance or Employment Practice Liability.

With respect to **Employment Practices Liability, 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.

7. Contractual Obligations

The actual or alleged failure to perform or breach of any contract, agreement or other guarantee or promise, except this exclusion does not apply to any employment related contracts as provided under **Employment Practices Liability**. This exclusion does not apply to liability for **damages** that the **Member** would have in the absence of the contract or agreement or contractually assumed liability from the **Member's** operations; however, the agreement must arise out of or be incidental to the **Member's** operations and must be in place before the **Occurrence** and does not extend to professional liability of engineers.

8. Eminent Domain, Condemnation Proceedings or Inverse Condemnation

The **Claims** for loss or **Damage** or any liability arising out of or in connection with the principles of eminent domain, condemnation proceedings or inverse condemnation, or by whatever name used whether such **Claims** are made directly against you or by virtue of any agreement entered into, by or on your behalf.

9. Dams

To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete failure of any **Dam**.

10. Employee Benefits Liability

- A. Arising out of an insufficiency of funds to meet any obligations under any plan included in the Employee Benefits Program
- B. Failure of any investment to perform;

- C. Errors in providing information on past performance of investment vehicles; or
- D. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the Employee Benefits Program.
- E. For any **Employee Benefits Liability** Claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **Covered Party**, from the applicable funds accrued or other collectible insurance.
- F. For taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

Except as provided within the Fiduciary Liability Coverage endorsement.

11. ERISA

For the violation of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, and any rules or regulations of the foregoing promulgated thereunder, and amendments thereto, or any similar federal, state, local, or foreign statutory law or common law; provided, however, this exclusion shall not apply to **Employment Practices Liability** for an alleged violation of the Equal Pay Act.

Except as provided within the Fiduciary Liability Coverage endorsement.

12. Fiduciary Liability

To liability arising out of;

- A. The purchase, or sale, or offer of sale, or solicitation of any security, or decline in price or value of any security, debt, bank deposit or financial interest or instrument;
- B. 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
- C. 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.

13. Funds, Grants or Appropriations

For the actual or alleged use, misuse, mismanagement or loss of funds, grants, or appropriations for the return of such funds, grants, or appropriations for any reason. 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 sublimit of \$250,000 per **Occurrence**.

14. Insolvency

Arising by contract, operation of law, or otherwise, from **Covered Party's** participation or membership, whether voluntary or involuntary, in any insolvency fund. "Insolvency Fund" includes any guaranty fund, insolvency fund, plan, pool, association, fund or other arrangement, howsoever denominated, established or governed, which provides for any assessment of or payments or assumption by CSURMA AORMA or any **Covered Party** of part or all of any **Claim**, debt, charge, fee or other obligation of an insurer, or its successors or assigns, which has been declared by any competent authority to be insolvent, or which is otherwise deemed unable to meet any **Claim**, debt, charge, fee or other obligation in whole or in part.

15. Intellectual Property Infringement

For any liability for **Damages**, fines, penalties, sanctions, taxes, fees, contract damages, or any other costs or expenses arising from any **Claim**, suit, or proceeding arising from allegations related to **Intellectual Property Infringement**. However, CSURMA AORMA shall defend the **Member** up to an amount not exceeding \$250,000 **Ultimate Net Loss** for such liability. Nothing herein shall act to increase the limit of liability. CSURMA AORMA shall not pay any expenses related to a **Member's** (or any other entity's) pursuit of damages; or for abatement, enforcement, or other remedies, for its own **Intellectual Property Infringement** claims.

16. Intentional Conduct

For any liability based on the Member's obtaining of financial gain to which to Member was not legally entitled.

Arising out of any intentional, dishonest, fraudulent, criminal or malicious act, committed by any **Covered Party**, including the willful or reckless violation of any statute.

This exclusion shall not apply to any vicarious liability that any **Member** has with regards to the managerial, advisory, supervisory, or controlling obligations over the action of another.

Defense coverage will be provided until a **Covered Party** is proven to have engaged in fraudulent, criminal or dishonest conduct, through final adjudication or judgment.

17. Lack of Occurrence or Wrongful Act

For injuries or **Damages** which do not arise out of an **Occurrence** or **Wrongful Act** as defined in this Memorandum;

18. 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.

19. Member vs. Member

Claims by any **Member** against its own past or present elected or appointed officials, employees or volunteers, where such claim seeks damages or restitution payable to the **Member**.

20. Lead

Arising out of, resulting as a consequence of, or related to lead whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

21. Medical Malpractice

To any liability arising out of the operation of any hospital, clinic, or health care facility, owned or operated by any **Member**. This includes, but is not limited to:

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

This exclusion does not apply to liability arising out of;

- A. Ambulance operations, occupational physical examinations, student nursing programs, infirmaries, on-clinic nursing services or services of the Insured's **Employees** who are nurses, physician assistants, paramedics, emergency medical technicians, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, phlebotomist or physical therapists;
- B. **Employment Practices Liability;**
- C. First aid to any person. For the purposes of this exception, first aid means the immediate and emergency care given to an ill or injured person before regular medical aid can be obtained.
- D. Any medical services clinic that does not perform invasive surgery of any kind; or
- E. Operations performed by coroners.

- F. Volunteer medical personnel while attending an activity sponsored by the Member or while on school premises under the **Member's** control.

22. Mold

Arising from **Mold**, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity. This includes, but is not limited to, the cost for investigation, testing, and remediation services. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Except as provided as a sub-limit and aggregate limit per **Member**, as shown on the Declarations Page.

23. Non-Compensatory Amounts and/or Damages

For any non-monetary equitable redress or form of relief other than the payment of monetary **Damages**, including but not limited to, declaratory, injunctive or administrative relief or specific performance award, or any cost to defend or cost or expense to comply with any declaratory, injunctive or administrative relief or specific performance award.

24. Nuclear Material

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

- A. For any loss or liability accruing to the **Covered Party** as a **Member** of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such **Member**, subscriber or association.

- 1) It is agreed that this Memorandum does not apply under any liability coverage, to Injury, sickness, disease, death or destruction, **Bodily Injury** or **Property Damage** with respect to which a **Covered Party** under the Memorandum is also an **Covered Party** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability. 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.

- B. Resulting from the **Hazardous Properties** of **Nuclear Material**, if:

- 1) 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;

- 2) 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
- 3) 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**.

25. Office of Foreign Assets Control (OFAC)

For any liability for premium or loss under this Memorandum if it would result in a violation of any mandatory sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America that are applicable to either party.

26. Organic Pathogen

For any liability arising out of:

- A. Any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any **Organic Pathogen**;
- B. Claim, suit, request, demand, order or statutory or regulatory requirement for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any **Organic Pathogen**.

Paragraphs A. and B. above apply only to **Damages** and/or **Loss Adjustment Expenses** in excess of \$50,000 per **Occurrence**.

However, this exclusion does not apply to bodily injury liability caused by any Organic Pathogen in or on any food or beverages sold, distributed, served or handled by any **Member**.

27. Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)

- A. Ultimate Net Loss arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened discharge, disposal, escape, seepage, migration, release, or existence, ingestion, inhalation, absorption, exposure to, contact with, consumption or absorption of **perfluoroalkyl or polyfluoroalkyl substances (PFAS)** or materials containing **perfluoroalkyl or polyfluoroalkyl substances (PFAS)**.

- B. Any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:
- 1) Claim, suit, request, demand, directive, statutory or regulatory requirement, or order by or on behalf of any person, entity, or governmental authority that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **perfluoroalkyl or polyfluoroalkyl substances (PFAS)** or materials containing **perfluoroalkyl or polyfluoroalkyl substances (PFAS)**; or
 - 2) Claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **perfluoroalkyl or polyfluoroalkyl substances (PFAS)** or materials containing **perfluoroalkyl or polyfluoroalkyl substances (PFAS)**.

28. Pollution

For any loss, cost, or expense:

- A. 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** at any time, however, wherever or whenever occurring and by whomever caused or alleged to have been caused;
- B. Arising out of any **Claim**, suit, governmental direction or request, request, demand or order, whether by or on behalf of a governmental authority or not, 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**:
- 1) At any premises owned, rented or occupied by the **Covered Party**;
 - 2) At or from any site or location used by or for the **Covered Party** or others for the handling, storage, dispersal, processing or treatment of **Waste**;
 - 3) Which are at any time transported, handled, stored, treated or disposed of; or processed as **Waste** by or for the **Covered Party** or any person or organization for whom the **Covered Party** may be legally responsible; or
 - 4) At or from any site or location on which the **Covered Party** or any contractors or subcontractors working directly or indirectly on the **Covered Party's** behalf are performing operations:
 - a) If the **Pollutants** are brought on or to the site or location in connection with such operation; or

- b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **Pollutants**.

Subparagraph (A) and (B.1) do not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one, which becomes uncontrollable or breaks out from where it was intended to be.

Provided, however, that this exclusion does not apply to:

- A. Discharge, dispersal, release or escape directly caused by hostile fire, explosion, lightning, windstorm, vandalism or malicious mischief; or
- B. **Bodily Injury** or **Property Damage** which is within the product hazard of the **Completed Operations Hazard**; or
- C. Loss or Damage caused by the collision, upset or overturn of any **Automobile**; or
- D. A discharge, dispersal, release or escape of **Pollutants** that meets all of the following conditions:
 - 1) It was accidental and was neither expected nor intended by the **Covered Party**.
 - 2) It was instantaneous and was demonstrable as having commenced at a specific time and date during the term of this coverage.
 - 3) Its commencement became known to the Director of Risk Finance and Insurance Services, or Executive Director of the **Covered Party** within ten (10) calendar days.
 - 4) Its commencement was reported in writing within forty (40) calendar days of becoming known to the Director of Risk Finance and Insurance Services, or Executive Director of the **Covered Party**.
 - 5) Reasonable effort was expended by the **Covered Party** to terminate the situation as soon as conditions permitted.

Nothing contained in this exclusion shall operate to provide any coverage with respect to:

- A. Any site or location used by others on the **Covered Party's** behalf, principally for the handling, storage, disposal, dumping, processing or treatment of **Waste** material.
- B. Any fines, penalties or exemplary **Damages**.
- C. Any clean-up costs ordered by the Superfund program, or any federal, state or local governmental authority. However, this specific exclusion (3) shall not serve to deny coverage for third party clean-up costs otherwise covered by this endorsement 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** currently owns, rents or occupies or owned, rented or occupied at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**; or
- F. Water Pollution caused by oil or by its derivatives.

29. Property Damage

For the cost to modify any building or property in order to make said building or property more accessible or accommodating to any disable or incapacitated person.

Arising from **Property Damage** to:

- A. Property owned by a **Covered Party**; or
- B. Property rented or leased to a **Covered Party** where the **Covered Party** had assumed liability for damage to or destruction of such property unless the **Covered Party** would have been liable in the absence of such assumption of liability or contractual liability

30. Silica

Arising out of, in whole or in part, the injurious properties of silica or any product or material containing or composed of silica in any form, under any theory of liability whatsoever. "Silica" means silica occurring in any form, including silicon dioxide, silica particles, silica fibers, silica sand, silica dust or silica compounds, including a mixture or combination of any of the foregoing and any other mineral, dust, particle or any substance or material of any kind or origin.

31. Subsidence

For any **Property Damage** arising from or related to **Land Subsidence** for any reason whatsoever.

32. Terrorism

For any loss, damage, cost or expense directly or indirectly caused by, contributed by, resulting from, or arising out of: (i) an Act of Terrorism as defined under the Terrorism Risk Insurance Act of 2002 or any amendments, renewals or successor legislation thereto in connection with biological, chemical, radiological or nuclear explosion, pollution or contamination; and (ii) any act, whether or not related to terrorism or any act of terrorism in connection with biological, chemical, radiological or nuclear explosion, pollution, contamination; whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other manner.

33. War

Arising from war. War, as utilized herein, shall mean war whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority. This exclusion applies regardless of whether or not there is any other cause or event that in any way contributes concurrently or in any sequence to a loss, cost or expense.

34. Watercraft

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 **Covered Party**, but this exclusion does not apply to:

- A. Watercraft while ashore on premises owned or rented by **Covered Party**;
- B. Watercraft less than fifty-one (51) feet in length at the waterline.
- C. Watercraft with no self-propulsion capabilities, regardless of length.

35. Wrongful Acts

- A. Arising from any lockout, strike, picket line, replacement or other similar actions in connection with labor disputes or labor negotiations. This exclusion shall not apply to a **Claim** brought by (i) an **Employee** alleging **Wrongful Termination** or retaliation as a result of strike activity or union involvement, or (ii) a law enforcement officer responding within the scope of his or her duties to any lockout, strike, picket line, replacement or other similar actions in connection with labor disputes or labor negotiations.
- B. For injunctions, equitable relief, or any other form of relief other than the payment of money **Damages**.
- C. Liability arising out of an alleged willful commission of a crime by **Member** or other dishonest fraudulent, or malicious act. At CSURMA AORMA's discretion, however, CSURMA AORMA will pay for **Loss Adjustment Expense** until final adjudication, judgment, or settlement to which CSURMA AORMA have agreed. If the judgment or final adjudication is adverse to the **Member**, **Member** will reimburse CSURMA AORMA for all costs associated with the defense.
- D. Liability arising out of a **Member's Wrongful Act** for gain, profit, or advantage to which **Member** is not legally entitled. At CSURMA AORMA's discretion, however, CSURMA AORMA will pay **Loss Adjustment Expense** for any **Claim** or Suit arising from an alleged willful commission of a crime by a **Member** or other dishonor, fraudulent or malicious act, for any **Claim** or Suit arising out of the Members **Wrongful Act** for gain, profit, or advantage to which **Member** is not legally entitled until final adjudication, judgment, settlement to which CSURMA AORMA have agreed. If the judgment or final adjudication is adverse to the

Member, Member will reimburse CSURMA AORMA for all costs associated with the defense.

This exclusion shall not apply to any vicarious liability that any **Member** has with regards to the managerial, advisory, supervisory, or controlling obligations over the action of another **Member**.

36. Under Errors and Omissions Liability;

- A. Based on **Covered Party's** obtaining of financial gain to which the Covered Parts was not legally entitled.
- B. Arising out of the willful violation of a penal code or ordinance committed by or with knowledge of consent of any **Covered Party**; except that any act pertaining to any one **Covered Party** shall not be imputed to any other **Covered Party** for the purpose of determining the application of this exclusion.

37. Under Media Wrongful Acts;

- A. Based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any actual or alleged infringement, contributing to the infringement, or inducing the infringement of any patent.
- B. Actual or alleged violation of any federal, state or local statute, law or regulation regarding the dissemination of unsolicited communications, including but not limited to unsolicited telephone calls, facsimiles and electronic mail; or
- C. 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;
- D. 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.
- E. Refund or restitution of taxes, fees, or assessments.
- F. Arising out of oral written publication of material, if done by or at the direction by **you** with knowledge of its falsity.

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**;

38. Uninsured/Underinsured Motorists

For any **Claim** under any Uninsured Motorists, Underinsured Motorists, or No-Fault Law, or any similar federal, state, local or municipal law, and to any sums the **Covered Party** may be legally entitled to recover as **Damages** from the owner or operator of any uninsured or underinsured **Automobile** because of **Bodily Injury** or **Property Damage** sustained by any **Covered Party**.

SECTION VII - COVERAGE EXTENSIONS

Medical Payments - Subject to the limit of liability stated in the Declarations. CSURMA AORMA will pay medical expenses 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.
 - 1) 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:
 - a) First aid administered at the time of an accident;
 - b) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - c) Necessary ambulance, hospital, professional nursing and funeral services.
 - 2) The Program will not pay expenses for **Bodily Injury**:
 - a) To any **Member**;
 - b) To a person hired to do work for or on behalf of any **Member** or a tenant of any **Member**;

- c) To a person injured on that part of premises the **Member** owns or rents that the person normally occupies;
- d) 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;
- e) To a person injured while taking part in athletics;
- f) To a person who is a student of the California State University or a participant enrolled in a CSU sponsored program;
- g) Included with the products- **Completed Operations Hazard**; and
- h) Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

Domestic Hired Automobile Physical Damage - Subject to the limit of liability stated in the Declarations, CSURMA AORMA will pay for physical damage **Loss** to a **Hired Automobile** or its equipment. The coverage provided by this endorsement is excess over any other collectible coverage. CSURMA AORMA will pay expenses for which a **Covered Party** becomes legally responsible to pay for loss of use of a Hired Automobile 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 Page for towing and labor costs incurred each time a covered Hired Automobile of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

A **Hired Automobile** is defined as a land motor vehicle designed for travel on public roads that the **Covered Party** may hire, lease, rent or borrow for no more than thirty (30) days by execution of a contract within the Coverage **Territory**. **Hired Automobile** does not include;

1. Those types of **Hired Automobiles** excluded under Exclusions A and B below, or to Mobile Equipment.
2. A **Hired Automobile** a **Covered Party** may hire, lease, rent or borrow from a **Member** of his/her household.
3. A **Hired Automobile** a **Covered Party** may hire, lease, rent or borrow with a driver.

Loss as used in this extension means direct and accidental loss or damage.

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; or
3. \$50,000.

For each **Hired Automobile**, 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. A deductible of \$5,000 will apply to all losses covered subject to the add-back of coverage detailed in Exclusion F.

This coverage extensions applies to losses occurring in the United States of America; and the territories and possessions of the United States of America; and Puerto Rico.

CSURMA AORMA shall not be obligated to make any payments in connection with;

1. Loss to any Expensive, Exotic or Antique **Hired Automobile**; semi-trailer trucks; motorcycles, mopeds, or motorbikes. 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. Examples of excluded Expensive or Exotic vehicles 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.
2. Loss to any **Hired Automobile** 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 **Hired Automobile** while that covered **Hired Automobile** is being prepared for such contest or activity.
3. Loss caused by or resulting from any of the following unless caused by other Loss that is covered by this coverage:
 - A. Wear and tear, freezing or mechanical or electrical breakdown; or
 - B. Blowouts, punctures or other road damage to tires.
4. Loss to any of the following:
 - A. Tapes, records, discs, or other similar audio, visual data electronic devices designed for use with audio, visual or data electronic equipment.
 - B. 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.
 - C. 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.

- D. Any accessories used with the electronic equipment described in Exclusion C above do not apply to:
- 1) Equipment designed solely for the reproduction of sound and accessories, provided such equipment is permanently installed in the covered **Hired Automobile** at the time of the loss or such equipment is removable from a housing unit which is permanently installed in the covered **Hired Automobile** at the time of loss, and such equipment is designed to be solely operated by use of the power from the covered **Hired Automobile's** electrical system, in or upon the covered **Hired Automobile**.
 - 2) Any other electronic equipment that is:
 - a) Necessary for the normal operation of the covered **Hired Automobile** or the monitoring of the covered **Hired Automobile's** operating system
 - b) 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 **Hired Automobile** normally used by the manufacturer for installation of a radio.
- E. 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.
- F. Loss arising out of any violation of the rental car agreement. This exclusion does not apply to operation of a **Hired Automobile** on non-paved roads when the off-road operation is authorized by a **Covered Party** for an appropriate business operation and the **Hired Automobile** is appropriate for the conditions of the non-paved road.
- G. Damage to **Hired Automobile's** that are hired, rented or borrowed for more than thirty (30) consecutive days.
- H. Loss or theft of personal belongings.
- I. **Damages** resulting from any **Covered Party's** personal liability.
- J. 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.
- K. CSURMA AORMA will not pay for confiscation by authorities.
- L. CSURMA AORMA will not pay for losses reported more than forty-five (45) days from the date of loss.

SECTION VIII – CONDITIONS

1. 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 nor 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 be prosecuted therefrom, until the suit shall have been finally determined on appeal. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this document to the extent of the coverage afforded by this document. Nothing contained in this document 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. Under no circumstance shall CSURMA AORMA be liable for consequential damages, “bad faith” damages, or any sums beyond the amounts due under Section I – Coverages, plus interest at the same rate as the CSURMA earned on investments for the time period involved.
2. Arbitration:
 - A. In the event that a question or dispute arises between CSURMA AORMA and a **Covered Party** concerning the applicability of the coverage provided by this document to an **Occurrence** or **Wrongful Act** or **Claim** against the **Covered Party**, either the **Covered Party** or CSURMA AORMA may make a written request for arbitration. Where such a request is made, arbitration shall be a condition precedent to the filing of any civil action concerning, or in any way arising out of, such question or dispute.
 - B. If a **Covered Party** and CSURMA AORMA fail to agree upon an arbitrator, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request selection by a judge of a court having jurisdiction. Each party will bear the expense it incurs, and the two parties will bear the expense of the third arbitrator equally. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will constitute a determination of the matter in question or dispute.
 - C. Except as otherwise provided above, arbitration hereunder shall be conducted as provided in Title 9 of the California Code of Civil Procedure (Code of Civil Procedure Section 1280, *et seq.*).
3. Assignment: No assignment of interest under this Memorandum shall bind CSURMA AORMA without its written consent to endorse hereon.
4. Bankruptcy or Insolvency: Bankruptcy or insolvency of the **Member** or any **Covered Party** shall not relieve CSURMA AORMA of any of its obligations hereunder nor shall such bankruptcy or insolvency increase CSURMA AORMA'S obligations hereunder.

5. Cancellation and Termination:

Coverage provided under this Memorandum may be terminated at any time in accordance with the terms set forth in the CSURMA Joint Powers Agreement and Bylaws and the Policies and Procedures.

6. Changes to the Memorandum: 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 CSURMA AORMA, unless and until a written endorsement which expressly amends this Memorandum or waives a provision thereof has been duly issued by CSURMA AORMA and made a part of this Memorandum, unless the CSURMA AORMA policies and procedures regarding claims reporting and claims administration and litigation management have been amended by CSURMA AORMA.

7. Claims Settlement: As stated in the CSURMA AORMA Policy and Procedures regarding Claims Reporting and Claims Administration and Litigation Management:

8. 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.

9. Duties in the Event of Occurrence, Wrongful Act, Claim or Suit: 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.

A. 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.

B. When the **Member** submits the first claim report, the following information shall be included, if available and applicable:

- 1) How, when and where the **occurrence** or offense took place;
- 2) The names and addresses of any injured persons and witnesses;
- 3) The nature and location of any injury or damage arising out of the **occurrence** or offense;
- 4) Incident reports;

- 5) Investigation reports;
- 6) Police reports;
- 7) Claim notices and **Member** and any other involved **Covered Party** response(s);
- 8) Medical reports; and
- 9) Other information helpful to CSURMA AORMA.

C. 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;

- 1) Late Reporting Penalties
 - a) 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;
 - b) 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;
 - c) 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
 - d) 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**.

D. 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.

10. Inspection and Audit: CSURMA AORMA shall have the right, but not the obligation, to inspect the **Member's** property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf or benefit of the **Member** or others, to determine or warrant that such property or operations are safe or healthy.

The **Member** shall maintain records of such information as is necessary for premium computation, and shall send copies of such record to CSURMA AORMA at the end of the **Coverage Period** and at such times during the **Coverage Period** as we may direct. CSURMA AORMA may examine and audit **Member's** books and records as they related to this Policy at any time during the **Coverage Period** and extensions thereof and within three (3) years after the final termination of this Policy.

11. 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 **Employment Practices Liability**, 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 TPA.

As requested, CSURMA AORMA shall be entitled to complete access to the **Member's** claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The **Member** shall be responsible to report on the progress of the litigation and any significant developments at least quarterly to CSURMA AORMA, and to provide CSURMA AORMA with simultaneous copies of all correspondence provided to the **Covered Party** by its defense attorneys and/or agents.

12. 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:

- A. 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.

- B. Excess Coverage:

- 1) 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 deductible 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 deductible, 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.

- 2) 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.
- 3) 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.

C. Method of Sharing:

- 1) 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
- 2) 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.

13. Contribution: The Contribution designated in the Declarations Page is flat and not adjustable, unless:

- A. A material exposure is added;
- B. The Limits of Liability are increased or decreased;
- C. Coverage is restricted or broaden by endorsement; or
- D. The **Coverage Period** is increased or shortened

14. Separation of Covered Parties: 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:

- A. As if each **Covered Party** were the only **Covered Party**; and
- B. Separately to each **Covered Party** against whom the **Claim** is made or suit is brought.

15. 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.
16. Subrogation/Transfer of Rights of Recovery Against Others to CSURMA AORMA: CSURMA AORMA shall be subrogated to the extent of any payment hereunder, to all of **Member's** rights of recovery and **Member** shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. **Member** may elect to waive their rights to subrogation prior to a loss. To the extent that **Member** elects to waive such rights, CSURMA AORMA shall have no right of subrogation. Any amount recovered shall be apportioned as follows:

Any interest, including yours, having paid an amount in excess of **Member's Deductible** plus the Limit of Liability hereunder shall be reimbursed first to the extent of actual payment. CSURMA AORMA shall be reimbursed next, to the extent of actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Member. The expense of all such recovery proceedings shall be apportioned in the ratio of the respective recoveries. If there is no recovery in proceedings conducted solely by **Member**, then **Member** shall bear the expenses thereof.

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

**CALIFORNIA UNINSURED OR UNDERINSURED MOTORISTS COVERAGE
BODILY INJURY
AMENDATORY ENDORSEMENT - #1**

***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 **Automobile** 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 **Automobile** 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 Page.

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:
 - i. 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;
 - ii. 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
 - iii. 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:
 - i. 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
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE FOR
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
(CSURMA AORMA)**

**NON-SALARIED STATE EMPLOYEE AUTO LIABILITY
AMENDATORY ENDORSEMENT - #2**

***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 CSURMA 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 3/14)

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. With the exception of peace officers as defined in Insurance Code Section 557.5, 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
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE FOR
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
(CSURMA AORMA)**

**FIDUCIARY LIABILITY
AMENDATORY ENDORSEMENT - #3**

***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 **Member** those sums for loss including expenses incurred in the defense and settlement of any **Claim** first made against the **Member** and reported during the **Coverage 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: (As shown on the Declarations Page)

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

C. EXCLUSIONS

Exclusion 7 - Employee Benefits Liability Claim, Exclusion 9 – Employee Retirement Income Security Act (ERISA) and Exclusion 10 - 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 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 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; however, this exclusion shall not apply unless a judgment or other final adjudication adverse to such Insured 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**:
 - 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. Elected/Appointed Officials: all past, present and future, including the **Member's** Designated Professional Fiduciary
 - c. **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. 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

9. 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**.
10. **Wrongful Act** means:
- 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;
 - 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
 - Any actual or alleged negligent act, error or omission solely in the **Administration** of any Employee Benefit Plan or Trust, and
 - 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.

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY LIABILITY PROGRAM MEMORANDUM OF COVERAGE

DECLARATIONS

1. **Memorandum Number:** CSURMA.2024~~5~~.07.01
2. **Named Covered Party:**

California State University Risk Management Authority (CSURMA)
California State University (CSU) - Per Endt. 2
Auxiliary Organizations Risk Management Alliance (AORMA) - Per Endt. 3
3. **Mailing Address:**

California State University, Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802-4210
4. **Memorandum Period:** July 1, 2024~~5~~ to July 1, 2025~~6~~
5. **Retained Limit:** \$10,000,000 any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts. **Defense Costs** erode the Retained Limit.
6. **Limits of Liability:**
 - A. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts excess of Retained Limits\$5,000,000
 - B. Aggregate Limit during each **Memorandum Period** as a result of Completed Operations Hazards\$5,000,000
 - C. Aggregate Limit during each **Memorandum Period** as a result of Wrongful Acts arising out of **Public Officials' Errors and Omissions** LiabilityN/A
 - D. Aggregate Limit during each **Memorandum Period** as a result of: **Employment Practices** Liability N/A
 - E. Aggregate Limit during each **Memorandum Period** as a result of: Employee Benefits Liability N/A
7. **Program Administrator:**

Alliant Insurance Services, Inc.

560 Mission Street, 6th Floor
San Francisco, CA 94105

8. Self-Insured Claims Servicing Organizations:

Campus: Office of the Chancellor (Self-Administered)
AORMA: Carl Warren & Company

9. Premium:

These Declarations together with the coverage form and endorsements issued to form a part of the Memorandum thereof, complete the above numbered Memorandum.

Countersigned:

Zachary Gifford
CSURMA Secretary-Auditor

Date:

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE

Various provisions in this Memorandum restrict coverage. Read the entire Memorandum carefully to determine **your** rights, duties and what is and is not covered.

Throughout this Memorandum the words **you** and **your** refer to the **Named Covered Party(s)** shown in the **DECLARATIONS** and any other person(s) or organization(s) qualifying as a **Covered Party** under this Memorandum. The words **we**, **us**, and **our** refer to the entity providing this coverage, namely **CSURMA**. Other words and phrases that appear in boldface have special meaning. Refer to **SECTION VII DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the statements in the **DECLARATIONS** made a part hereof and subject to all of the terms of this Memorandum, **we** agree with **you** as follows:

SECTION I - COVERAGE AGREEMENT

We will pay on **your** behalf the **Ultimate Net Loss** in excess of **your Retained Limit** hereinafter stated which **you** become legally obligated to pay as **Damages** because of:

Personal Injury;
Property Damage;
Public Officials Errors and Omissions;
Employment Practices Claims; or
Employee Benefits Wrongful Act

to which this Memorandum applies caused by an **Occurrence** or a **Wrongful Act** that takes place during the **Memorandum Period**.

SECTION II - DEFENSE AND DEFENSE COSTS

1. **We** will have the right and duty to defend any **Claim** or **Suit** against the **Covered Party** seeking **Damages** arising out of any **Occurrence** or **Wrongful Act** to which this coverage applies even if the **Claim** or **Suit** is groundless, false or fraudulent when the **Retained Limit** has been exhausted by the payment of **Damages** including **Defense Costs** to which this coverage applies and provided further that no other insurer has a duty to defend or is defending such **Claim** or **Suit**.
2. **We** will have no duty to defend the **Covered Party** against any **Claim** or **Suit** seeking **Damages** arising out of any **Occurrence** or **Wrongful Act** to which this coverage does not apply.
3. When **we** assume the defense of any **Claim** or **Suit** on **your** behalf, **we** will:
 - A. Investigate, negotiate and settle the **Claim** or **Suit** as **we** deem expedient; and
 - B. Pay the following to the extent that they are not covered by any other coverage:

- 1) Premiums on bonds to release attachments for amounts not exceeding **our** Limits of Coverage, but **we** are not obligated to apply for or furnish any such bond;
 - 2) Premiums on appeal bonds required by law to appeal any **Claim** or **Suit** **we** defend, but **we** are not obligated to apply for or furnish any such bond;
 - 3) All reasonable costs taxed against **you** in any **Claim** or **Suit** that **we** defend;
 - 4) Pre-judgment interest awarded against **you** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable Limit(s) of Liability, **we** will not pay any pre-judgment interest accrued for that period of time after the offer;
 - 5) All interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court the part of the judgment that is within **our** applicable Limit(s) of Liability; or
 - 6) **Your** reasonable expenses incurred with **our** consent or at **our** request.
4. **We** will not defend any **Claim** or **Suit** after **our** applicable Limit(s) of Liability has been exhausted by payments of judgments or settlements including **Defense Costs**.
 5. Except as provided in Paragraph 1 above, **we** will have no duty to defend any **Claim** or **Suit** against the **Covered Party**. **We** will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any **Claim** to which this Memorandum may apply, and the **Covered Party** shall cooperate fully with **us** in such participation. If **we** exercise this right, **we** will do so at **our** own expense.
 6. All expenses **we** incur in the defense of any **Claim** or **Suit** are included in our Limit of Liability and are not paid in addition to **our** Limit of Liability.

SECTION III - YOUR RETAINED LIMIT - OUR LIMIT OF LIABILITY

Regardless of the number of (1) **Covered Parties** under this Memorandum, (2) persons or organizations who sustain **injury** or **Damage**, or (3) **Claims** made or **Suits** brought on account of **Personal Injury** Liability, **Property Damage** Liability, **Public Officials Errors & Omissions** Liability, **Employment Practices** Liability or **Employee Benefit** Liability, **our** liability is limited as follows:

With respect to **Personal Injury**, **Property Damage**, **Public Officials Errors & Omissions**, **Employment Practices** or **Employee Benefit Wrongful Act**, or any combination thereof, **our** liability shall be only for the **Ultimate Net Loss** in excess of **your Retained Limit** as specified in Item 5. **Retained Limit** section of the **DECLARATIONS** as the result of any one **Occurrence** or **Wrongful Act**, and then for an amount not exceeding the amount specified in Item 6.A. of the Limit of Liability section of the **DECLARATIONS** as the result of any one **Occurrence** or **Wrongful Act**.

This Memorandum is subject to aggregate Limits of Liability as stated in the **DECLARATIONS**

as stated in Items 6.B., 6.C., 6.D., and 6.E. These aggregate Limits of Liability are the maximum amount that will be paid under this Memorandum for all **Occurrences, Wrongful Acts, Employee Benefit Wrongful Act or Related Employee Benefit Wrongful Acts**, as the case may be, during the **Memorandum Period** applying separately to:

**Completed Operations Hazard;
Public Officials' Errors and Omissions;
Employment Practices Claims
Employee Benefit Claims**

In the event the **Named Covered Party** is an entity established pursuant to a Joint Powers Authority or Joint Coverage Fund, by whatever name called, and there are multiple **Named Covered Parties** shown on the respective **Named Covered Party** endorsement under this Memorandum, the CSURMA's each **Occurrence** or **Wrongful Act** Limit of Liability and the **Named Covered Party's Retained Limit** under this Memorandum shall apply separately to each **Named Covered Party**.

However, an **Occurrence** or **Wrongful Act** involving more than one **Named Covered Party** shall be treated as a single **Occurrence** or **Wrongful Act**. A single CSURMA each **Occurrence** or **Wrongful Act** Limit of Liability and a single **Retained Limit** shall apply.

It is understood and agreed that nothing will be construed to increase **our** Limit of Liability. It is further understood and agreed that the Aggregate Limits of Liability as set forth in the **DECLARATIONS** shall be applied separately to each **Named Covered Party**.

For the purpose of determining the limit of **our** liability, the **Ultimate Net Loss** arising from **Damages for Personal Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Claims** or **Employee Benefit Wrongful Act** arising out of continuous, repeated, or related exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence** or **Wrongful Act**.

Personal Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Claims or **Employee Benefit Wrongful Act** taking place over more than one **Memorandum Period** covered by **us** shall be deemed to have taken place during the last **Memorandum Period** and only that limit shall apply.

As respects **Claims** of **Bodily Injury** and/or **Wrongful Act** arising from sexual abuse or sexual molestation, regardless of the number of claimants, number of instances or abuse per claimant, and number of locations where abuse occurs, all sexual abuse or sexual molestation by one **Covered Party**, or multiple **Covered Parties** acting together will be a single **Occurrence**. The date of the **Occurrence** shall be the date of the last act of sexual abuse or sexual molestation occurring during the **Memorandum Period**. Only the Memorandum of Coverage in effect during which such sexual abuse or sexual molestation last occurred will apply to such single **Occurrence** of sexual abuse or sexual molestation; and only one Limit of Liability applies.

Regardless of the number of claimants, **Members, Claims**, or locations involved, all **Ultimate Net Loss** suffered by one or more persons, which arises out of the operation, use, misuse, manipulation, handling, brandishing, possession, control, or discharge of one or more **Weapons**,

and which has a common nexus of fact or circumstance, or is otherwise the result of a series of causally connected or interrelated events, the most we will pay for all **Ultimate Net Loss** will be subject to the highest single limit applicable. This limitation applies even if the **Claims** against any **Member** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Member** or negligence or other wrongdoing in the monitoring or securing of any premises, site or location by that **Member**.

SECTION IV - MEMORANDUM PERIOD - EXPANDED COVERAGE TERRITORY

The **Memorandum Period** commences on the effective date shown in the **DECLARATIONS**. The **Memorandum Period** ends on the earlier of either the expiration date or the effective date of cancellation of this Memorandum. If a person or organization becomes a **Covered Party** under this Memorandum after the effective date, the **Memorandum Period** for that person or organization begins on the date the person or organization became a **Covered Party**.

This Memorandum applies to **Personal Injury, Property Damage, Public Official's Errors and Omissions, Employment Practices Claims, or Employee Benefits Wrongful Acts** arising out of an **Occurrence** or a **Wrongful Act** that takes place during the **Memorandum Period**, in the Expanded Coverage Territory, subject to the following:

1. If a **Claim** is made and a **Suit** is brought for such **Occurrence** or **Wrongful Act** in the United States of America, **we** will pay on **your** behalf the **Ultimate Net Loss** in excess of **your Retained Limit** hereinafter stated, which **you** become legally obligated to pay as **Damages**, to which this Memorandum applies caused by an **Occurrence** or a **Wrongful Act** that takes place during the **Memorandum Period**.
2. If a **Claim** is made and a **Suit** is brought for such **Occurrence** or **Wrongful Act** that is within the Expanded Coverage Territory but outside the United States of America, the **Covered Party** will initiate a defense of the **Claim** or **Suit** and **we** will indemnify the **Covered Party** for **Ultimate Net Loss** in excess of **your Retained Limit** hereinafter stated, which **you** become legally obligated to pay as **Damages**, to which this Memorandum applies caused by an **Occurrence** or a **Wrongful Act** that takes place during the **Memorandum Period**. **We** will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any **Claim** to which this Memorandum may apply, and the **Covered Party** shall cooperate fully with **us** in such participation. If **we** exercise this right, **we** will do so at **our** own expense.
3. All payments or reimbursements **we** make for **Damages** because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the **Covered Party** became legally obligated to pay such sums.
4. The **Covered Party** must fully maintain any coverage required by law, regulation or other governmental authority during the **Memorandum period**, except for reduction of the aggregate limits due to payment of **Damages**.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this coverage. However, this coverage will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V - PERSONS OR ENTITIES COVERED

The following are **Covered Parties**;

1. The **Named Covered Party** as designated in the **DECLARATIONS**.
2. Commissions, boards, districts, authorities, committees, agencies, not-for-profit corporations or other entities under the direction or control of the **Named Covered Party**, while acting solely within the course and scope of their duties with and for the direct benefit or on behalf of the **Named Covered Party**.
3. Past or present employees, directors, officers, trustees or any equivalent position, volunteers, elected or appointed officials of the **Named Covered Party**, including **Contract Employees** of the **Covered Party**, while acting within the course and scope of their employment or under the direction and control for or on behalf of the **Named Covered Party**. This does not include any person working on retainer or as an independent contractor.
4. Any person:
 - A. Designated in paragraphs 1, 2, and 3 above, with respect to any **Automobile** not owned by **you** that is used in **your** operations as a public entity; and
 - B. Using any **Automobile** owned by the **Named Covered Party** or hired **Automobile** or any person legally responsible for the use thereof, provided that the **Automobile** is being used with **your** permission and while acting on **your** behalf.

The coverage granted by this provision, however does not apply to:

- A. Any person operating an **Automobile** while working in a business that sells, services, repairs, delivers, tests, parks, or stores **Automobiles** unless it is **your** business; or
- B. The owner or lessee of any hired **Automobile**, other than you or any agent or employee of such owner or lessee.

However, with respect to California State University owned, hired or non-owned **Automobiles**, coverage afforded under **Section V. Persons or Entities Covered** item 4. only applies to **Non-Employee Drivers**.

Non-Employee Drivers means any volunteer, student, or any individual who is not an employee of the **Named Covered Party** while driving an **Automobile** and acting for or on behalf of the **Named Covered Party**.

5. Student Organizations including those involved with radio, television and publishing, but only those organizations formally recognized by the **Named Covered Party** as student organizations.
6. Students, but only with respect to liability arising out of service by the student as a teaching assistant or student teacher; while serving in a supervised internship program in satisfaction of course requirements; while participating in activities required to complete nurse training

or similar allied health courses; while participating in teacher certification programs; while serving or acting under the direction of an entity included as a **Named Covered Party**.

7. All special districts governed by the entity's board and all other districts or agencies named on the Memorandum.
8. Police Officers currently employed by **you** as respects secondary employment specifically authorized by **your** Police Department (commonly referred to as "moonlighting"); however:
 - A. This coverage would only apply to extent that **you** were joined in any **Suit** naming said Police Officers; and
 - B. This coverage is excess over any other valid and collectible coverage covering any loss for which this coverage would otherwise be applicable; and
 - C. Nothing provided hereunder would serve to increase any Limits of Liability of this Memorandum.

SECTION VI - EXCLUSIONS

This Memorandum does not apply:

1. To any obligation for which **you** or any carrier as the insurer for **you** may be held liable under any workers' compensation, occupational disease, unemployment compensation or disability benefits law, or under any similar federal, state or local law.
2. To **Bodily Injury** to any of **your** employees arising out of and in the course of employment by **you**, but this exclusion does not apply to Workers' Compensation Coverage B, Employers Liability, or Stop Gap Liability, as defined by the National Council on Workers' Compensation Coverage or **Employment Practice Liability**.
3. To any liability for **Property Damage** to:
 - A. Real property owned, occupied by or leased to **you**, **your** agents or subcontractors;
 - B. Real or personal property in **you**, **your** agents or subcontractors care, custody or control or as to which **you**, **your** agents or subcontractors are for any purpose exercising physical control;

The above exclusions 3.A. and 3.B. do not apply to:

- 1) Real and personal property, including **Automobiles** and mobile equipment, in **your** custody as part of the operations of impound lots or seizure activities, as well as personal property in **your** care, custody and control at the time of arrest or incarceration;
- 2) Non-owned **Automobiles** that are in **your** care, custody or control;
- 3) Real property that is leased or rented by **you** for losses arising out of fire, smoke or resulting water damage.

Items 1), 2) and 3) above are subject to a maximum limit of coverage of \$1,000,000 per Occurrence.

4. As respects liability assumed by **you** under any contract:
 - A. To any **Claim**, judgment or agreement from any arbitration proceeding wherein **we** are not entitled to exercise **your** rights in the choice of arbitrators, and in the conduct of such proceedings;
 - B. If the indemnitee of the **Covered Party** is an architect, engineer or surveyor, for the liability of the indemnitee, his agents or employees, arising out of:
 - 1) The preparation or approval of contracts, maps, plans, drawings, opinions, reports, tests, inspections, surveys, change orders, designs or specifications;
 - 2) The giving or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give results in **Personal Injury** or **Property Damage**.
5. To liability arising out of the ownership, maintenance, **Loading** or **Unloading**, use of, or operation of any **Aircraft**, airfields, runways, hangars, buildings, or other properties in connection with aviation activities.

This exclusion shall not apply to:

- A. **Loading** or **Unloading** of **Aircraft** by paramedics, nurses or emergency medical technicians employed by **you** in the course of medical treatment.
 - B. Static **Aircraft** used for instructional **Aircraft** maintenance training, and classroom or travel activity associated with an **Aircraft** program or curriculum (non-flight purposes only).
 - C. Those areas open to the public for the purpose of entering, leaving, or using the airport facilities (including parking lots, and garages) or to liability arising out of the ownership, operation, rental, or loan of vehicles licensed for highway use while being operated away from the premises of any airfield.
 - D. Class 1. Amateur Rockets, as defines by the U.S. Department of Transportation, Federal Aviation Administration, Procedures for Handling Airspace Matters, Order JO 7400.2K, Effective Date: April 3, 2014, Chapter 31. Amateur Rocket and Commercial Space Operations, Section 1. General, 31-1-5. DEFINITIONS, c. Amateur Rocket Class 1 a model rocket that uses no more than 125 grams (4.4 ounces) of propellant; uses a slow-burning propellant; is made of paper, wood, or breakable plastic; contains no substantial metal parts; and weighs no more than 1,500 grams (53 ounces) including the propellant.
6. To any liability arising out of the operation of any hospital, clinic, or health care facility, owned or operated by any **Covered Party**. This includes, but is not limited to:

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

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

- A. Ambulance operations, occupational physical examinations, student nursing programs, infirmaries, non-clinic nursing services or services of the **Covered Party's** employees who are nurses, physician assistants, paramedics, emergency medical technicians, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, or physical therapists;
 - B. **Employment Practices Liability;**
 - C. First aid to any person. For the purposes of this exception, first aid means the immediate and emergency care given to an ill or injured person before regular medical aid can be obtained;
 - D. Any nursing services clinic that does not perform invasive surgery of any kind;
 - E. Operations performed by coroners; or
 - F. Volunteer medical personnel while attending an activity sponsored by the **Covered Party** or while on school premises under the **Covered Party's** control.
- 7. To **Claims** for loss or **Damage** or any liability arising out of or in connection with the principles of eminent domain, condemnation proceedings or inverse condemnation, or by whatever name used whether such **Claims** are made directly against **you** or by virtue of any agreement entered into, by or on **your behalf**.
 - 8. To liability arising out of the failure to adequately supply electrical power, fuel or water or to liability arising out of the interruption of the electrical power, fuel or water supply.
However, this exclusion does not apply to the failure to supply water if:
 - A. Such failure is caused by an **Occurrence** or **Wrongful Act** as defined in this Memorandum; and
 - B. The combined capacity of **your** installed production facilities and contractual supply arrangements is equal to or greater than one hundred (100) percent of the water demand on **your** water system.
 - 9. To **Personal Injury** or **Property Damage** arising out of out of the ownership, maintenance,

operations, use, **Loading or Unloading** of (1) any **Watercraft** owned or operated by or rented or loaned to **you**, or (2) Watercraft operated by any person in the course of employment by **you**.

However, this exclusion shall not apply to: (1) any owned and/or non-owned **Watercraft** less than fifty-one (51) feet in length, (2) any **Watercraft** while ashore or on premises owned or controlled by **you**, or (3) rowing or sculling shells regardless of length.

10. **To Personal Injury, Property Damage or Public Officials' Errors and Omissions:**

- A. With respect to which **you** are also an Insured under a nuclear energy policy issued by the Nuclear Energy Liability-Property Coverage Association, Mutual Atomic Energy Liability Underwriters or Nuclear Coverage Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion or its limit of liability; or
- B. Resulting from the hazardous properties of **nuclear material** and with respect to which (1) any person or any organizations required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; (2) **you** are, or had this Memorandum not been available 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;
- C. Under any liability coverage, to **Bodily Injury** or Property Damage, resulting from hazardous properties of **nuclear material**, if:
 - 1) The **nuclear material** (1) is at any **nuclear facility** owned by, or operated by or on **your** behalf, or (2) has been discharged or dispensed therefrom;
 - 2) 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 **your** behalf;
 - 3) **Bodily Injury or Property Damage** arising out of the furnishing by **you** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operating 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 exclusion 3) applies only to **Property Damage** to such **nuclear facility** and any property thereat.
- D. As used in this exclusion:
 - 1) **hazardous properties** includes radioactive, toxic or explosive properties;
 - 2) **nuclear material** means "source material", special "**nuclear material**" or "byproducts material";
 - 3) **source material**, "**special nuclear material**" and "by-products

material" have the meaning given them in the Atomic Energy Act of 1954 or any law amendatory thereof;

- 4) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
- 5) **waste** means any waste material (1) containing "by-products material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** contents, and (2) resulting from the operation by any person or organization of a **nuclear facility** included within the first two paragraphs of the definition of **nuclear facility** below;
- 6) **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 **wastes**;
 - 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 **your** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grains of uranium 235;
 - d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, including the site on which any of the foregoing is located and all operations conducted on such site and all premises used for such operations;
- 7) **nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- 8) With respect to **Property Damage**, the words injury or destruction includes all forms of radioactive contamination of property.

11. As respects to any liability arising out of **Pollutants**:

- A. To any **Claim** for **Personal Injury**, or **Property Damage**, or **Public Officials' Errors and Omissions** arising out of the actual or alleged generation, storage, transportation, discharge, dispersal, escape, treatment, removal of, disposal of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, waste materials or other irritants, contaminants or **Pollutants** into or upon the land, atmosphere or water, to include ground water;

- B. To any obligation to defend any **Claim** or **Suit** against **you** alleging **Personal Injury**, or **Property Damage**, or **Public Officials' Errors and Omissions**, if such **Claim** or **Suit** arose from **Personal Injury**, or **Property Damage**, or **Public Officials' Errors and Omissions** arising out of the discharge, dispersal, release or escape of **Pollutants**, anywhere in the world;
- C. To any loss, cost or expense arising out of any governmental demand, direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- D. To any loss, cost or expense arising out of the arranging to dispose of, the transporting of, or disposing of **Pollutants**;
- E. To any loss, cost or expense incurred by a governmental unit or other third party, including but not limited to costs of investigation and monitoring, and attorneys' fees, relating to activities in connection with efforts to test for, monitor, clean up, remove, contain, trace, detoxify or neutralize **Pollutants**;
- F. To any loss, cost or expense arising from any **Underground Storage Tank** unless satisfactory documentation is received and approved by, and are on file with, the **CSURMA**.

However, this exclusion shall not apply to the following:

- A. Loss or **Damage** arising out of **Pollution Conditions** caused by heat, smoke or fumes from a **Hostile Fire** involving a property which is owned, rented or occupied by the **Covered Party** or upon which operations are being performed by or on **your** behalf;
- B. Loss or **Damage** arising out of **Pollution Conditions** caused by **your** firefighting activities or on **your** behalf, including fires intentionally set for training, intentional demolition or fires intentionally set for the purpose of limiting or controlling a fire;
- C. Loss or **Damage** arising out of **Pollution Conditions** caused by the collision, upset, or overturn of any **Automobile** or mobile equipment;
- D. Loss or **Damage** arising out of **Pollution Conditions** caused by chemicals used in weed abatement or tree spraying activities conducted by **you**;
- E. Loss or **Damage** arising out of **Pollution Conditions** caused by classroom activities conducted by or on **your** Behalf;

However, exceptions A - E above do not apply to loss or **Damage** due to asbestos, silica or lead, including but not limited to lead based paint.

- F. Loss or **Damage** arising out of **Pollution Conditions** caused by the use of pepper sprays, mace, or other chemicals designed to temporarily incapacitate persons as long as the use is deemed to be reasonable force;

- G. **Personal Injury or Property Damage** which is within the **Products Hazard** or the Completed Operations Hazard;
- H. Loss or Damage arising out of **Pollution Conditions** caused by water, whether recycled, reconditioned or reclaimed;
- I. Loss or Damage arising out of **Pollution Conditions** caused by explosion, lightening, windstorm, vandalism and malicious mischief, riot and civil commotion, flood;
- J. Loss or Damage arising out of **Pollution Conditions** that meet the following conditions:
 - 1) It was accidental and neither expected nor intended by the **Covered Party**; and
 - 2) It was demonstrable as having commenced on a specific date during the term of this Memorandum; and
 - 3) Its commencement became known to the **Covered Party** within ten (10) calendar days; and was further reported to the person responsible for Risk Management within a reasonable timeframe; and
 - 4) Its commencement was reported in writing to the CSURMA within forty (40) calendar days of becoming known to the person responsible for Risk Management; and
 - 5) Reasonable effort was expended by the **Covered Party** to terminate the discharge, dispersal, release or escape of **pollutants** as soon as conditions permitted; and
 - 6) Its termination was within seventy-two (72) hours of its commencement.

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

- 1) Any site or location principally used by any **Covered Party**, or others on the **Covered Party's** behalf for the handling, storage, disposal, dumping, processing or treatment of waste material;
- 2) Any fines or penalties;
- 3) 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 exception to this exclusion simply because of the involvement of a governmental authority;
- 4) Acid rain;
- 5) Clean-up, removal, containment, treatment, detoxification or neutralization

of **pollutants** situated on premises the **Covered Party** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **pollutants**; or

- 6) Water pollution caused by oil or its derivatives.

As used herein loss or **Damage** means **Ultimate Net Loss** as defined in the **DEFINITIONS** section of this Memorandum.

12. As respects any liability arising out of asbestos and/or silica:
 - A. To any liability arising out of the manufacture, mining, use, sale, installation, removal, storage, disposal, distribution, or exposure to asbestos products, asbestos fibers, silica or asbestos dust.
 - B. To any liability to indemnify any party because of **Damage** arising out of **Personal Injury** or loss due to a **Wrongful Act** at any time as a result of the manufacture, sale installation, removal, distribution, transportation or exposure to asbestos, asbestos products, asbestos fibers, silica or asbestos dust.
 - C. To any liability to defend any **Claim** or **Suit** against **you** seeking **Damages** arising out of **Personal Injury** or **Property Damage** or **Public Officials' Errors and Omissions** due to an **Occurrence** or loss due to a **Wrongful Act**, if such **Claim** or **Suit** results from any of the following: manufacture, mining, use, sale, installation, removal, distribution, transportation, or exposure to asbestos, asbestos products, asbestos fibers, silica or asbestos dust.
13. As respects any liability imposed upon **you** under the Employee Retirement Income Security Act of 1974 and any amendatory law thereof.
14. To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete failure of any **Dam**.
15. **Public Officials' Errors and Omissions** Liability, for:
 - A. **Personal Injury** or **Property Damage**, as defined, that does not arise out of a **Claim** or **Suit** for **Public Officials' Errors and Omissions**;
 - B. Refund of taxes, fees or assessments;
 - C. **Your** liability arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of plans or failure to award contracts in accordance with any statute or ordinance which under law must be submitted for bids;
 - D. Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;
 - E. Failure to perform or breach of a contractual obligation except employment contracts;

- F. Liability arising from the deliberate violation of any statute, law, act, ordinance, rural, or regulation whether federal, state, city, county, district, or local committed by or with the knowledge or consent of any **Covered Party**.

We shall not pay any cost that results from the defense, investigation, and settlement of any **Occurrence** or **Wrongful Act** arising out of any losses excluded herein.

16. It is agreed that the following exclusions are hereby included in the Memorandum only or **Wrongful Acts** resulting from **your Employment Practices Claims**:
- A. **Strikes and Lockouts.** This Memorandum does not apply to any **Claim** or **Claims** for loss arising out of a lockout, strike, picket line, replacement or similar actions in connection with labor disputes or labor negotiations.
 - B. **W.A.R.N. Act.** This Memorandum does not apply to any **Claim** or **Claims** for loss arising out of the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto or any similar federal, state or local law
 - C. This Memorandum does not apply to any **Claim** or **Claims** for any costs incurred by **you** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person.
17. To any **Claims** or **Suits** arising from all pending or prior litigation or hearing as well as future **Claims** or **Suits** arising out of said pending or prior litigation or hearing, and arising out of, based upon or attributable to the facts alleged, or to the same or related **Wrongful Acts**, alleged or contained in any **Claim** or **Suit** arising out of any **Wrongful Act** prior to the inception of this Memorandum.
18. For **Personal Injury, Property Damage, or Bodily Injury** or any other loss, cost or expense arising in whole or part, out of the installation, repair, removal, encapsulation, abatement, replacement or handling of, presence, ingestion, inhalation, absorption of or exposure to, or testing for, lead in any form or products containing lead.
19. For any loss, injury, **Damage**, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:
- A. Any **fungus(i), mold(s)**, mildew or yeast;
 - B. Any **spore(s)** or toxins created or produced by or emanating from such **fungus(i), mold(s)**, mildew or yeast;
 - C. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising from any **fungus(i), mold(s)**, mildew or yeast; or
 - D. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product,

building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i), mold(s), yeast, or spore(s)** or toxins emanating therefrom.

Regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, **Damage**, cost or expense.

20. For injunctions, equitable relief, or any other form of relief other than the payment of money **Damages**.
21. Liability arising out of an alleged willful commission of a crime by **you** or other dishonest fraudulent, or malicious act. At **our** discretion, however, **we** will pay for **Defense Costs** until final adjudication, judgment, or settlement to which **we** have agreed. If the judgment or final adjudication is adverse to **you**, **you** will reimburse **us** for all costs associated with the defense.

This exclusion shall not apply to any vicarious liability that any **Covered Party** has with regard to the managerial, advisory, supervisory, or controlling obligations over the actions of another **Covered Party**.

22. Liability arising out of **your Wrongful Act** for gain, profit, or advantage to which **you** are not legally entitled. At **our** discretion, however, **we** will pay for **Defense Costs** for any **Claim** or **Suit** arising from an alleged willful commission of a crime by **you** or other dishonor, fraudulent or malicious act, for any **Claim** or **Suit** arising out of **your Wrongful Act** for gain, profit, or advantage to which **you** are not legally entitled until final adjudication, judgment, or settlement to which **we** have agreed. If the judgment or final adjudication is adverse to **you**, **you** will reimburse **us** for all costs associated with the defense.

This exclusion shall not apply to any vicarious liability that any **Covered Party** has with regard to the managerial, advisory, supervisory, or controlling obligations over the actions of another **Covered Party**.

23. Liability arising out of a **Wrongful Act** by **you** or on **your** behalf in the handling of **Claims** or **Suits** within **your Retained Limit** whenever **you** investigate, defend, or settle such **Claims** or **Suits** or elect a third party to investigate, defend or settle such **Claims** or **Suits**.
24. To **Personal Injury, Property Damage** or **Wrongful Acts** arising, directly or indirectly, out of:
 - A. War, including undeclared or civil war; or
 - 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 or other agents; or
 - C. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against of these.

25. To liability arising out of or in connection with any transit authority, transit system, or public transportation system owned, operated, or regulated by **you**. This exclusion shall not apply to transit or public transportation systems operating over non-fixed routes, including, but not limited to, Dial-a-Ride, senior citizen transportation, or handicapped persons transportation, or to contingent liability coverage where such services are contracted. This exclusion also shall not apply to public transportation owned or operated by **you** operating over fixed routes; i.e., “campus shuttles services.”
26. For any **Property Damage** arising out of **Land Subsidence** for any reason whatsoever.
27. For **Personal Injury**:
 - A. Arising out of oral or written publication of material, if done by or at the direction by **you** with knowledge of its falsity; or
 - B. Arising out of oral or written publication of material whose first publication took place before the beginning of the **Memorandum Period**. All **Personal Injury** arising out of publication of the same or similar material subsequent to the beginning of the **Memorandum Period** is also excluded.
28. For any **Claim** or **Suit** under any Uninsured Motorists or Underinsured Motorists or any similar law, and to any sums **you** may be legally entitled to recover as **Damages** from the owner or operator of any uninsured or underinsured **Automobile** because of **Bodily Injury** and **Property Damage** sustained by any **Covered Party**, caused by an Occurrence and arising out of the ownership, maintenance, operation, use, **Loading** or **Unloading** of such **Automobile**.
29. To any liability arising out of the operation of an **Automobile** by an employee of the **Named Covered Party** as designated in the **DECLARATIONS** of this Memorandum; however, this exclusion only applies to California State University owned, hired or non-owned **Automobiles**.
30. Under **Employee Benefit Liability**, for **Claims**:
 - A. Arising out of any **Claims** or part thereof which may be alleged as covered under this Coverage Part if **we** have accepted coverage or coverage has been held to apply for such **Claim** or part thereof under any other Coverage Part(s) of this Memorandum.
 - B. Arising out of any representations made at any time in relation to the price or value of any security, bank, bank deposit or financial interest or instrument, including, but not limited to, advice given to any person to participate in any plan included in the **Employee Benefit Program**.
 - C. Arising out of any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.
 - D. Arising out of any insufficiency of funds to meet any obligation under any **Employee Benefit Program**.

- E. Arising out of an act, error, or omission by **you** to effect or maintain coverage or bonding for plan property or assets of **Employee Benefit Program**.
 - F. Arising out of failure of performance or performance under any contract by an insurer of benefits subject to the **Employee Benefit Program**.
 - G. Arising from any **Employee Benefit Wrongful Act** or Related **Employee Benefit Wrongful Act** of which **you** were aware prior to the **Memorandum Period** if such **Employee Benefit Wrongful Act** or Related **Employee Benefit Wrongful Act** could reasonably be expected to give rise to a **Claim**.
 - H. For **Damages** arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by **you**, including the willful or reckless violation of any statute.
 - I. For **Damages** arising out of **Bodily Injury, Property Damage, or Personal Injury**.
 - J. For **Damages** arising out of wrongful termination of employment, discrimination, or other employment related practices.
 - K. For any **Claim** arising out of **your** failure to comply with the mandatory provisions of any Workers' Compensation, Unemployment Compensation Coverage, Social Security or Disability Benefits Law or any similar law.
 - L. For **Damages** for which **you** are liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974 as now or hereafter amended, or by any similar Federal, State or Local laws.
 - M. For any **Claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation by **you**, from the applicable funds accrued or other collectible coverage
31. To any liability arising out of the purchase, sale, or offer of sale, or solicitation, or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

SECTION VII - DEFINITIONS

When used in this Memorandum (including endorsements forming a part hereof):

- 1. **Aircraft** means any machine supported in the air by buoyancy or by dynamic action of air on its surfaces including airplanes, helicopters, gliders, **Unmanned Aerial Vehicles** (aka "Drones"), rockets, satellites, and missiles.
- 2. **Automobile** means any licensed land motor vehicle, trailer, or semi-trailer.
- 3. **Bodily Injury** means **Bodily Injury**, sickness, disease or death, including but not limited to shock, mental anguish, mental injury and humiliation, sexual abuse, or sexual molestation sustained by any person that occurs during the Memorandum Period.
- 4. **Claim(s)** means a demand for money

5. **CSURMA** means the insurer(s) specified in the **DECLARATIONS**.
6. **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 **you**. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following time:
 - A. When all operations to be performed by or on behalf of **you** at the site of the operations have been completed;
 - B. When all operations to be performed by or on behalf of **you** under the contract have been completed; or
 - C. When the portion of the work out of which the **Injury or Damage** arises has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Operations which 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 **Personal Injury** or **Property Damage** arising out of:

 - A. Operations in connection with the transportation of property unless the **Personal Injury** or **Property Damage** arises out of a condition in or on a vehicle created by the Loading or Unloading of that vehicle by any **Covered Party**; or
 - B. The existence of tools, uninstalled equipment, or abandoned or unused materials.
7. **Contract Employee** means:
 - A. Any employee who is under contract to **you** one hundred (100) percent of the time; or,
 - B. Whose only contract of employment is with **you**.
8. **Dam** means any artificial barrier together with appurtenant works, which does or may impound or divert water, and which either:
 - A. Is twenty five (25) feet or more in height from the natural bed of the stream or water course at the downstream toe of the barrier or from the lowest elevation of the outside limit of the barrier, if it is not across a stream channel or watercourse, to the maximum possible water storage elevation; or
 - B. Has an impounding capacity of fifty (50) acre-feet or more.
9. **Damages** includes **Damages** for death and for care and loss of services resulting from **Personal Injury** and **Damages** for loss of use of property resulting from **Property Damage**, and losses for **Wrongful Acts** as defined in this Memorandum.

10. **Defense Costs** means attorney's fees, costs and expenses and other fees, costs and expenses incurred in connection with the investigation, settlement, adjustment, defense and appeal of a **Claim** or **Suit** covered hereunder. However, **Defense Costs** do not include **our** office expenses, **your** office expenses or the salaries of **our** employees or officers or **your** employees or officers.

Additionally, **we** may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or **Suits** similar to the one against **you**, and to require that independent counsel have errors and omissions coverage. **You** agree to instruct counsel, whether independent or in-house, to respond to **our** request(s) for information regarding the **Claim** or **Suit** in a timely manner.

11. **Employee Benefit Program** includes any employee benefit plan including, but not limited to, the following: Group life coverage, group accident or life coverage, profit sharing plans, pension plans and stock subscription plans provided that no one other than an employee may subscribe to such coverage plans, unemployment coverage, Social Security Benefits, workers' compensation and disability benefits.
12. **Employee Benefit Wrongful Act** means an actual or alleged negligent act, or omission that arises solely from **your** administration of **your Employee Benefit Program**
13. **Employment Practices** means: Wrongful termination or discrimination arising out of or due to:
- A. The refusal to employ any person who is an applicant for employment;
 - B. The termination of any person's employment; or
 - C. Employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - D. The spouse, child, parent, brother or sister of that person or persons as a consequence of any of the employment-related practices described in paragraphs A, B or C above is directed;

It is agreed that this Memorandum shall apply to a **Wrongful Act** that **you** become legally obligated to pay or compensate others for an **Occurrence** resulting from **your Employment Practices Claims**. An **Employment Practice Claim** must arise out of the conduct of **your** operations.

14. **Employment Practices Claim** means any **Wrongful Act** relating to a past, present, or prospective employee of **yours** and arising out of an actual or alleged wrongful dismissal, discharge or termination, either actual or constructive, of employment, employment related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity, wrongful discipline, failure to grant tenure or negligent employee evaluation or sexual or workplace harassment of any kind, including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful

discrimination, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures. **Employment Practices Claim** shall not include any severance, separation wages or payouts, or front or back pay or any amounts owed under any contractual employment agreements.

Employment Practices Claim shall include **Wrongful Acts** 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 laws, as amended, including regulations promulgated thereunder:

- A. Americans with Disabilities Act of 1992 (ADA);
 - B. Civil Rights Act of 1991;
 - C. Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
 - D. Title VII of the Civil Rights Law of 1974, as amended (1983), including the Pregnancy Discrimination Act of 1978; and
 - E. Fifth and Fourteenth amendments of the United States Constitution.
15. **Expanded Coverage Territory** means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
 16. **Fungus** includes, but is not limited to, any of the plants or organisms belonging to the major group **fungi**, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.
 17. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
 18. **Injury or Damage** means any **Injury or Damage** covered under this Memorandum and includes but is not limited to **Bodily Injury, Property Damage, Personal Injury or Wrongful Acts** as may be defined under this Memorandum.
 19. **Covered Party** means the **Named Covered Party** designated in Item 2. of the **DECLARATIONS** and any person or organization qualifying as an **Covered Party** under **SECTION V. PERSONS OR ENTITIES COVERED** of this Memorandum.
 20. **Joint Powers Authority (ies)** means two or more public agencies joined together by a joint agreement in order to jointly exercise any power common to the contracting parties, including but not limited to the power to create risk pooling and joint purchase of private coverage.
 21. **Land Subsidence** means the movement of land or earth, including, but not limited to, sinking or settling of land, earth movement, earth expansion, and/or contraction, landslide, slipping, falling away, caving in, eroding, earth sinking, and earth rising or shifting or tilting.

22. **Loading or Unloading** means the handling of property:
- A. After it is moved from the place where it is accepted for movement into or onto an **Aircraft, Watercraft or Automobile**;
 - B. While it is in or on an **Aircraft, Watercraft or Automobile**; or
 - C. While it is being moved from an **Aircraft, Watercraft or Automobile** to the place where it is finally delivered;
- but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **Aircraft, Watercraft or Automobile**.
23. **Mold(s)** means to include, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.
24. **Municipality** means a legally incorporated or duly authorized association of inhabitants of a limited area limited to the following: city, town, county, village, township, borough, hamlet, burg, or state.
25. **Named Covered Party** means the entity(ies) listed in Item 2 of the **DECLARATIONS** including endorsements thereto.
26. **Occurrence** shall mean an accident, event, or continuous or repeated exposure which results in **Bodily Injury or Property Damage** during the **Memorandum Period**, neither expected nor intended by **you**.
27. **Personal Injury** means:
- A. **Bodily Injury**, including disability, shock, mental anguish, mental injury, or death resulting from any of the foregoing;
 - B. False arrest, false imprisonment, wrongful detention, or malicious prosecution;
 - C. Wrongful entry into, or eviction of any person from, a room, dwelling or premises that a person occupies, or other invasion of the right of private occupancy;
 - D. A publication or utterance that slanders or libels a person or organization or disparages a person's or an organization's good, products or services;
 - E. A publication or utterance that violates a person's right to privacy;
 - F. Assault and battery not committed by or at the direction of, or with **your** consent. However, this limitation does not apply if committed or directed for the purpose of protecting persons from injury or death, or property from **Damage**; and
 - G. Discrimination other than as a result of **Employment Practices**.
- All of the above seven (7) items which occur during the **Memorandum Period**.

28. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials, which are intended to be, or have been, recycled, reconditioned or reclaimed.
29. **Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment.
30. **Products Hazard** includes **Bodily Injury** and **Property Damage** arising out of **your** products or reliance upon a representation or warranty with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs away from premises owned by or rented to **you** and after physical possession of **your** product (s) has been relinquished to others.
31. **Property Damage** means (1) physical injury to or destruction of tangible property which occurs during the **Memorandum Period**, including the loss of use thereof at any time resulting therefrom, 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 **Memorandum Period**.
32. **Public Entity** refers to that **municipality**, governmental body, department, or unit, which is a **Named Covered Party** in the **DECLARATIONS**.
33. **Public Officials' Errors and Omissions** means losses from **Wrongful Acts** committed by **you**.
34. **Retained Limit** refers to the amount stated on the **DECLARATIONS**. The **Retained Limit** shall be comprised of **Damages** and **Defense Costs**. **You** shall be responsible for all **Damages** and **Defense Costs** incurred without right to indemnification in accordance with the Memorandum's terms and conditions until the **Retained Limit** is exhausted as a result of **Damages** and **Defense Costs**.
35. **Spore(s)** means any dormant or reproductive body produced by or arising or emanating out of any **fungus (i)**, **mold(s)**, mildew, plants organisms or microorganisms.
36. **Suit** means a civil proceeding in which **Damages** are alleged because of **Bodily Injury** or **Property Damage**, or **Wrongful Act** to which this Memorandum applies. **Suit** includes:
 - A. An arbitration proceeding in which such **Damages** are claimed and to which **you** must submit or do submit with **our** consent; or
 - B. Any other alternative dispute resolution in which such **Damages** are claimed and to which **you** submit with **our** consent.
37. **Ultimate Net Loss** means the total amount of **Damages** including **Defense Costs** we are legally obligated to pay because of **Bodily Injury**, **Personal Injury**, **Property Damage**, **Wrongful Acts**, **Employment Practices Wrongful Acts** or **Employee Benefits Wrongful Acts**. **Ultimate Net Loss** shall be established after a contested **Suit** or by

compromise settlement to which **we** have previously agreed in writing. **Ultimate Net Loss** shall be reduced by any recoveries or salvages which have been paid to or collected by **us**. **Ultimate Net Loss** includes **Defense Costs** incurred in the defense of an **Occurrence** or **Wrongful Act** to which this coverage applies.

38. **Underground Storage Tank** means any tank, including associated underground piping connected to the tank that has at least ten (10) percent of its volume below ground.
39. **Underlying Coverage** refers to the policies listed in the Schedule of **Underlying Coverage** and includes:
 - A. Any renewal or replacement of such policies;
 - B. Any other coverage available to the **you**; and
 - C. Any other valid and collectible risk financing mechanism provided under a **Joint Powers Authority**.
40. **Unmanned Manned Aerial Vehicle** (aka: “Drone”) means any vehicle designed to fly in the air with no onboard pilot or crew used principally for the transport of equipment that has a flight weight of 100 lbs. or less (flight weight includes the Aircraft itself, fuel and other fluids, and all payload), and is used for research and/or educational purposes.
41. **Watercraft** means a vehicle designed for the transport of persons or property principally on water.
42. **Weapon** means any instrument, object, device, material, or substance that is capable of being used to inflict Bodily Injury, including, but not limited to, an **Unconventional Weapon** and/or a **Firearm**.
 - A. **Firearm** means any manual, semiautomatic, or automatic pistol, rifle, gun, shotgun, revolver, or other device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, or compressed air.
 - B. **Unconventional Weapon** means a chemical, radiological, or biological agent, organism, or toxin.
43. **Wrongful Act** means any actual or alleged error, misstatement, omission, negligent act, or breach of duty, including misfeasance, and nonfeasance by the **Covered Party**.

SECTION VIII – CONDITIONS

1. **Action Against Us.** No person or entity has a right under this Memorandum to join **us** as a party to a lawsuit or to sue **us** under this Memorandum. **You** acknowledge and agree that this Memorandum was issued to **you** based upon the representations in **your** application for coverage that this Memorandum provides **you** with benefits unique to **your** needs for coverage, based upon **your** stated coverage requirements and decisions as to what coverage **you** decided to purchase; and that this coverage Memorandum is unique to **you**. **You** agree that there are no other persons or entities who have a unity of interest with **you** for any issues that may arise in connection with any dispute that **you**

may have with **us** in connection with any aspect of this Memorandum, including but not limited to its issuance and the coverage that it provides **you**. **You** agree that **your** right to bring any action against **us** in connection with any dispute is limited to arbitration or submission to small claims court, as per the provisions of **SECTION VIII. CONDITIONS**, Item 3, Arbitration.

2. Appeals. In the event **you** elect not to appeal a judgment in excess of **your Retained Limit**, we may elect to do so at **our** own expense, but in no event shall **our** liability for **Ultimate Net Loss** exceed the applicable amount specified in the Limit of Liability section of the **DECLARATIONS** plus all **Defense Costs** necessary and incident to such appeal.
3. Arbitration. All controversy or **claim** of any nature, including the validity or formation of this Memorandum, that arise out of or relates to this agreement involving two or more parties to this agreement, which cannot be settled among the disputing parties, shall be resolved by submission to a three person panel arbitration in accordance with the then current rules of the California Code of Civil Procedure, and judgment upon the award may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to decide all disputes between the parties, including but not limited to, the validity, formation, application or interpretation of the agreement, the amount of funds due, if any, and the award of **Damages** only as provided for within this agreement. The arbitrator shall have no power to change, or add to the provisions of this agreement. The arbitrator shall provide a written opinion with his decision and findings of fact and law in accord with the laws in effect in the state in which the **Named Covered Party** is domiciled. In the event the arbitrator's findings are contrary to the laws of the state whose laws are applicable to the dispute, either party shall be entitled to appeal the arbitrator's ruling, at their own expense.

We will pay the cost of administering the arbitration. **We** will not pay the fees of **your** legal representative or the costs incurred in proving **your** case, unless such fees and costs are included in an arbitration award against **us**.

Notwithstanding the foregoing, all disputes between **you** and **us** shall be submitted to Small Claims Court procedure if the amount in dispute provides jurisdiction of the Small Claims Court or, at the option of the **Covered Party** only, disputes involving less than \$25,000 may be subject to arbitration.

The provisions of this paragraph, and the obligation to arbitrate as provided herein, applies to all persons or entities who are a **Covered Party** under the Memorandum and to any other persons or entities who may be otherwise entitled to the recovery of any Memorandum benefits under state or federal law.

4. Assignment. Assignment of interest under this Memorandum shall not bind **us** until **our** consent is endorsed hereon; however, if **you** die, such coverage as is afforded by this Memorandum shall apply (1) to **your** legal representative, as the **Named Covered Party**, but only while acting within the scope of his/her duties as such and (2) with respect to **your** property, to the person having temporary custody thereof as the **Covered Party**, but only until the appointment and qualification of the legal representative.

5. Bankruptcy and Insolvency. **Your** bankruptcy, insolvency or inability to pay shall not relieve **us** of any of **our** obligations under this Memorandum.

But under no circumstances will such bankruptcy, insolvency, or inability to pay require **us** to drop down or in any way replace **your Retained Limit** or assume any obligation associated with **your Retained Limit**.

6. Cancellation. This Memorandum may be canceled by the **Named Covered Party** by surrender thereof to **us** or any of **our** authorized agents or by mailing to **us** written notice stating when thereafter the cancellation shall be effective. The Memorandum may be canceled by **us** by mailing to the **Named Covered Party**, at the address shown in this Memorandum, written notice stating when not less than ninety (90) days thereafter such cancellation shall be effective. If **you** fail to discharge when due any of **your** obligations in connection with the payment of premium for the Memorandum or any installment thereof, whether payable directly to **us** or **our** agent or indirectly under a premium finance plan or extension of credit, this Memorandum may be canceled by **us** by mailing to the **Named Covered Party** at the address shown in this Memorandum, written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Memorandum Period**. Delivery of such written notice either by the **Named Covered Party** or by **us** shall be equivalent to mailing.

If **you** cancel, earned premium shall be computed in accordance with the customary short rate table and procedure. If **we** cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

7. Changes. Notice of any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this Memorandum or stop **us** from asserting any right under the terms of this Memorandum, nor shall the terms of this Memorandum be waived or changed, except by endorsement issued and made a part of this Memorandum.
8. First Named Covered Party. The **Covered Party** first named in Item 2. in the **DECLARATIONS** is authorized to act on behalf of all **Named Covered Parties** and other **Covered Parties** with respect to the giving and receiving of notice of cancellation and to receiving any returned premium that may become payable under this Memorandum. The **Covered Party** first name in Item 2. in the **DECLARATIONS** is responsible for the payment of all premiums, but the other **Named Covered Parties** jointly and severally agree to make such premium payments in full if the first **Named Covered Party** in Item 2 fails to pay the amount due within thirty (30) days after **we** give written demand for payment to the first **Named Covered Party** in Item 2.
9. Inspection and Audit. **We** shall have the right, but not the obligation, to inspect **your** property and operations at any time. Neither **our** right to make inspections, nor the making

thereof, nor any report thereon shall constitute an undertaking, on behalf or benefit of **you** or others, to determine or warrant that such property or operations are safe or healthy.

The **Named Covered Party** shall maintain records of such information as is necessary for premium computation, and shall send copies of such record to **us** at the end of the **Memorandum Period** and at such times during the **Memorandum Period** as **we** may direct. **We** may examine and audit **your** books and records as they related to this Memorandum at any time during the **Memorandum Period** and extensions thereof and within three (3) years after the final termination of this Memorandum.

10. Liberalization Clause. If within sixty (60) days prior to or during the **Memorandum Period** **we** adopt any revision which would broaden coverage under this Memorandum without additional premium, such broadened coverage will immediately apply to this Memorandum.
11. Other Coverage. If other valid and collectible coverage with any other insurer is available to **you** covering a loss also covered hereunder, whether on a primary, excess or contingent basis, the coverage hereunder shall be in excess of, and shall not contribute with such other coverage; provided, however, this clause does not apply with respect to excess coverage purchased specifically to be in excess of this Memorandum, or to other coverage which is intended to provide the remainder of the Limit of Liability stated in the **DECLARATIONS** of the Memorandum when the coverage afforded under this Memorandum provides less than one hundred (100) percent of the limit set forth on the **DECLARATIONS**.
12. Premium. The premium designated in the Memorandum **DECLARATIONS** is flat and not adjustable, unless:
 - A. A material exposure is added under the Memorandum;
 - B. The Limits of Liability are increased or decreased;
 - C. The Memorandum is restricted or broaden by endorsement; or
 - D. The **Memorandum Period** is increased or shortened.
13. Subrogation. **We** shall be subrogated to the extent of any payment hereunder, to all of **your** rights of recovery and **you** shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. **You** may elect to waive **your** right to subrogation prior to a loss. To the extent the **Named Covered Party** elects to waive such rights, **we** shall have no right of subrogation. Any amount recovered shall be apportioned as follows:

Any interest, including **yours**, having paid an amount in excess of **your Retained Limit** plus the Limit of Liability hereunder shall be reimbursed first to the extent of actual payment. **We** shall be reimbursed next, to the extent of **our** actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse **you**. The expenses of all such recovery proceedings shall be apportioned in the ratio of the respective recoveries. If there is no recovery in proceedings conducted solely by **you**, then **you** shall bear the

expenses thereof.

14. Violation of Economic or Trade Sanctions. If coverage for a **Claim** or “**Suit**” under this Memorandum is in violation of any United States of America’s economic or trade sanctions, laws, or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) then coverage for that **Claim** or “**Suit**” shall be null and void.
15. **Your Duties in the Event of Occurrence, Wrongful Act, Claim or Suit.**
 - A. In the event of an **Occurrence** or **Wrongful Act** that is reasonably likely to involve **us**, written notice containing particulars sufficient to identify **you** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of any injured persons and witnesses, shall be given by or for **you** to **us** or any of **our** authorized agents as soon as practicable after **your** Risk Manager, Chief Risk Officer, Assistant Vice Chancellor for Risk Management or a Chief Executive Officer of the **Named Covered Party** has knowledge of the **Occurrence** or **Wrongful Act**.
 - B. If **Claim** is made or **Suit** is brought against **you** that is reasonably likely to involve **us**, **you** shall immediately forward to **us** every demand, notice, summons or other process received by **you** or **your** representatives.
 - C. **You** shall cooperate with **us** and upon **our** request assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **you** because of **Personal Injury, Property Damage** or **Public Official's Errors and Omissions** with respect to which coverage is afforded under this Memorandum; and **you** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. **You** will not, except at **your** own cost, voluntarily make any payment, assume any obligation or incur any expense; however, in the event that the amount of **Ultimate Net Loss** becomes certain either through trial court judgment or agreement among **you**, the claimant and **us**, **you** may pay the amount of **Ultimate Net Loss** to the claimant to effect settlement and upon submission of due proof thereof, **we** shall indemnify **you** for that part of such payment which is in excess of **your Retained Limit**, or upon **your** request, make such payment to the claimant on **your** behalf.
 - D. In the event of an **Occurrence** or **Wrongful Act**, which is reserved at greater than or equal to fifty (50) percent of **your** retention, **you** shall:
 - 1) Report said **Occurrence** or **Wrongful Act**; or
 - 2) Regardless of the reserve amount, report losses without regard to liability falling within the following classifications:
 - a) Fatalities;

- b) Spinal cord or brain injuries;
- c) Amputations;
- d) Loss of sight;
- e) Severe burns;
- f) Serious head injury;
- g) Psycho-neurotic disorders;
- h) Serious loss of use of any body functions;
- i) Long term hospitalization;
- j) Paralysis;
- k) Civil Rights Allegations, including allegations involving police and law enforcement; or
- l) Sexual Abuse or Molestation.

E. Whenever **you** have information from which **you** may reasonably conclude that an **Occurrence** or **Wrongful Act** covered hereunder involves injuries or **Damages**, which in the event that **you** shall be held liable, are likely to involve this Memorandum, notice shall be sent to **us** as soon as practicable; provided, however, that failure to give notice of any **Occurrence** or **Wrongful Act** which at the time of its happening did not appear to involve this Memorandum, but which at a later date would appear to give rise to **Claims** hereunder, shall not prejudice such **Claims**.

Such notice is to be sent with all pertinent facts as respects Item 15. **Your** Duties in the Event of Occurrence, Wrongful Act, **Claim** or **Suit** section of **VIII CONDITIONS** to:

Campus Liability:

Systemwide Risk Management
Office of the Chancellor California State University
401 Golden Shore, 5th Floor Long Beach, CA 90802-4210

Key Contact:

Zachary Gifford, Director-Systemwide Risk Management
(T): 561-951-4568
(E): zgifford@calstate.edu

AORMA Liability:

Carl Warren & Company
csurma@carlwarren.com

and/or

Beth Tavares
btavares@carlwarren.com
657-622-4215

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE**

**SCHEDULE OF ENDORSEMENTS
ENDORSEMENT # 1**

Memorandum Number: CSURMA.2024⁵.07.01

Coverage Period: July 1, 2024⁵ to July 1, 2025⁶

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

SCHEDULE OF ENDORSEMENTS

(Attached to the Memorandum of Coverage at Inception)

1. Schedule of Endorsements
2. Named **Covered Party** Endorsement - CAMPUSES
3. Named **Covered Party** Endorsement - AUXILIARIES
4. Amendatory Endorsement – Automatic Additional **Covered Party** Required Contract by Written Contract
5. Amendment - Reporting Requirement - CSU Sacramento Capital Public Radio

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Countersigned:

Zachary Gifford
CSURMA Secretary-Auditor

Date:

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE**

**NAMED COVERED PARTY - CAMPUSES
ENDORSEMENT # 2**

Memorandum Number: CSURMA.2024~~5~~.07.01
Coverage Period: July 1, 2024~~5~~ to July 1, 2025~~6~~

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

Item 2. Named Covered Party, as shown on the Declarations, is completed to read as follows:

California State University Risk Management Authority (CSURMA)
The State of California as respects the Trustees of the California State University
The California State University (CSU)
Auxiliary Organizations Risk Management Alliance (AORMA)

In addition, the following persons, entities, and organizations (members) are included as **Named Covered Party** under this Memorandum:

1. California State University, Office of the Chancellor
2. California State University, Bakersfield
3. California State University, Channel Islands
4. California State University, Chico
5. California State University, Dominguez Hills
6. California State University, East Bay
7. California State University, Fresno
8. California State Polytechnic University, Humboldt
9. California State University, Fullerton
10. California State University, Long Beach
11. California State University, Los Angeles
12. California State University Maritime Academy
13. California State University, Monterey Bay
14. California State University, Northridge
15. California State Polytechnic University, Pomona
16. California State University, Sacramento
17. California State University, San Bernardino
18. San Diego State University
19. San Francisco State University
20. San Jose State University
21. California Polytechnic State University, San Luis Obispo

22. California State University, San Marcos
23. Sonoma State University
24. California State University, Stanislaus

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE**

Memorandum Number: CSURMA.2024⁵.07.01
Coverage Period: July 1, 2024⁵ to July 1, 2025⁶

**NAMED COVERED PARTY – AUXILIARY ORGANIZATIONS
ENDORSEMENT # 3**

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

Item 2. Named Covered Party, as shown on the Declarations, is completed to read as follows:

California State University Risk Management Authority (CSURMA)
The State of California as respects the Trustees of the California State University
The California State University (CSU)
Auxiliary Organizations Risk Management Alliance (AORMA)

In addition, the following persons, entities, and organizations (members) are included as **Named Covered Party** under this Memorandum:

In addition, the following persons, entities, and organizations (members) are included as **Named Covered Party** under this Policy:

Campus	Auxiliary Organization
Bakersfield	Associated Students, California State University, Bakersfield, Inc.
Bakersfield	California State University, Bakersfield Auxiliary for Sponsored Programs and Administration
Bakersfield	California State University, Bakersfield Foundation
Bakersfield	California State University, Bakersfield Student Union
Chancellor's Office	California State University Foundation
Chancellor's Office	California State University Institute
Channel Islands	Associated Students of California State University, Channel Islands, Inc.
Channel Islands	California State University Channel Islands Foundation
Channel Islands	CI University Auxiliary Services, Inc.
Chico	Associated Students of California State University, Chico
Chico	Chico State Enterprises
Chico	The University Foundation, California State University, Chico
Dominguez Hills	Associated Students, California State University, Dominguez Hills
Dominguez Hills	California State University, Dominguez Hills Toro Auxiliary Partners
Dominguez Hills	Donald P. and Katherine B. Loker University Student Union, Incorporated
Dominguez Hills	California State University, Dominguez Hills Philanthropic Foundation
East Bay	Associated Students Incorporated of California State University, East Bay
East Bay	Cal State East Bay Educational Foundation
East Bay	California State University, East Bay Foundation, Inc.

Campus	Auxiliary Organization
Fresno	Associated Students, Inc. of California State University, Fresno
Fresno	California State University, Fresno Association, Inc.
Fresno	California State University, Fresno Foundation
Fresno	Fresno State Programs for Children, Inc.
Fresno	The Agricultural Foundation of California State University, Fresno
Fresno	The California State University, Fresno Athletic Corporation
Fullerton	Associated Students, Inc. California State University, Fullerton
Fullerton	Cal State Fullerton Philanthropic Foundation
Fullerton	CSU Fullerton Auxiliary Services Corporation
Humboldt	Associated Students of Cal Poly Humboldt
Humboldt	Cal Poly Humboldt Foundation
Humboldt	Humboldt State University Center Board of Directors
Humboldt	Cal Poly Humboldt Sponsored Programs Foundation
Long Beach	Associated Students, California State University, Long Beach
Long Beach	California State University, Long Beach Research Foundation
Long Beach	CSULB 49er Foundation
Long Beach	Forty-Niner Shops, Inc. <i>dba Beach Shops</i>
Los Angeles	Associated Students of California State University, Los Angeles, Inc.
Los Angeles	Cal State L.A. University Auxiliary Services, Inc.
Los Angeles	California State University, Los Angeles Foundation
Los Angeles	University-Student Union Board, California State University, Los Angeles
Maritime Academy	California Maritime Academy Foundation, Inc.
Maritime Academy	The Associated Students of the California Maritime Academy
Maritime Academy	Cal Maritime Corporation
Monterey Bay	Foundation of California State University, Monterey Bay
Monterey Bay	University Corporation at Monterey Bay
Monterey Bay	Otter Student Union at CSU Monterey Bay
Northridge	Associated Students, California State University, Northridge, Inc.
Northridge	California State University, Northridge Foundation
Northridge	North Campus University Park Development Corporation
Northridge	The University Corporation
Northridge	University Student Union of California State University, Northridge
Pomona	Associated Students Inc., California State Polytechnic University, Pomona
Pomona	Cal Poly Pomona Foundation, Inc. <i>dba Cal Poly Pomona Enterprises</i>
Pomona	Cal Poly Pomona Philanthropic Foundation
Sacramento	Associated Students of California State University, Sacramento
Sacramento	Capital Public Radio, Inc.
Sacramento	The University Foundation at Sacramento State
Sacramento	University Enterprises, Inc.
Sacramento	University Union Operation of CSUS, Inc.
San Bernardino	Associated Students, California State University, San Bernardino
San Bernardino	CSUSB Philanthropic Foundation
San Bernardino	Santos Manuel Student Union of California State University, San Bernardino
San Bernardino	University Enterprises Corporation at CSUSB
San Diego	Associated Students, San Diego State University
San Diego	Aztec Shops, Ltd.

Campus	Auxiliary Organization
San Diego	San Diego State University Research Foundation
San Diego	The Campanile Foundation
San Diego	SDSU Mission Valley Enterprises
San Francisco	Associated Students of San Francisco State University
San Francisco	San Francisco State University Foundation, Inc.
San Francisco	The University Corporation, San Francisco State
San Jose	Associated Students San Jose State University
San Jose	San Jose State University Research Foundation
San Jose	Spartan Shops, Inc.
San Jose	The Student Union of San Jose State University
San Jose	The Tower Foundation of San Jose State University
San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo
San Luis Obispo	Cal Poly Corporation
San Luis Obispo	California Polytechnic State University Foundation
San Marcos	The California State University San Marcos Foundation
San Marcos	Associated Students, Inc. of California State University San Marcos
San Marcos	California State University San Marcos Corporation
Sonoma	Associated Students of Sonoma State University
Sonoma	Sonoma State Enterprises, Inc.
Sonoma	Sonoma State University Foundation
Stanislaus	Associated Students Incorporated of California State University, Stanislaus
Stanislaus	California State University, Stanislaus Auxiliary and Business Services
Stanislaus	California State University, Stanislaus Foundation
Stanislaus	University Student Center of California State University, Stanislaus
N/A	Auxiliary Organization Associations
N/A	Auxiliaries Multiple Employer VEBA
N/A	Cal Poly Humboldt Real Estate Holdings
N/A	Cal Poly Foundation, LLC

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE**

Memorandum Number: CSURMA.2024~~5~~.07.01
Coverage Period: July 1, 2024~~5~~ to July 1, 2025~~6~~

**AUTOMATIC ADDITIONAL COVERED PARTY REQUIRED BY WRITTEN
CONTRACT
ENDORSEMENT #4**

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

This endorsement modifies coverage provided under the following:

Schedule of Additional Covered Party
WHERE REQUIRED BY WRITTEN CONTRACT

SPECIAL NOTE: THIS MEMORANDUM PROVIDES COVERAGE IN EXCESS OF A **RETAINED LIMIT**. THE ADDITIONAL **COVERED PARTY(S)** LISTED ABOVE WILL BE SUBJECT TO THE SAME MEMORANDUM TERMS, CONDITIONS AND LIMITATIONS PROVIDED TO THE **NAMED COVERED PARTY**.

This Memorandum is amended as follows:

- Any person(s), entity (ies) or organization(s) listed in the Schedule of this endorsement to whom the **Named Covered Party** is obligated by virtue of a written contract to provide coverage solely with respect to **Personal Injury** and **Property Damage** is an Additional **Covered Party** with regard to liability and defense of **claims** or **suits** arising from the operations and uses performed by or on behalf of the **Named Covered Party**.
- The Limits of Coverage afforded under this endorsement to such person(s), entity (ies) or organization(s) will be limited to the limits of coverage required within the terms of the written contract or the limit of coverage of this Memorandum, whichever is less. **We** will not be obligated for limits of coverage indicated in the written contract that are greater than the limits of coverage of this Memorandum.
- With respect to **claims** arising out of the operations and uses performed by or on behalf of the **Named Covered Party**, such coverage coverages afforded the Above-Named Additional **Covered Party** under the Memorandum shall be considered the primary coverage, but will apply in excess of the **Named Covered Party's Retained Limit**. **We** shall not seek contribution from the other coverage held by the person(s), entity (ies), or

organization(s) named above for amounts payable under this coverage. This condition applies only with respect to liability for **Personal Injury** or **Property Damage** arising out of the negligent acts of the **Named Covered Party**.

4. Each coverage under the Memorandum shall apply separately to each Above-Named Additional **Covered Party** against whom **claim** is made or **suit** is brought except with respect to the limits of coverage afforded to the Additional **Covered Party** under the Memorandum procured by the **Named Covered Party**.
5. However, Paragraphs 1, 2, 3, and 4 above do not apply to a person(s), entity(ies), or organization(s) unless the **Named Covered Party** had a specific written contract from that person(s), entity(ies) or organization(s) that requires that:
 - A. This coverage be primary;
 - B. They be an Additional **Covered Party** under this Memorandum; and
 - C. The **Named Covered Party** received such request prior to the date that the **Named Covered Party's** operations for that person(s), entity (ies) or organization commenced.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE**

Memorandum Number: CSURMA.2024~~5~~.07.01
Coverage Period: July 1, 2024~~5~~ to July 1, 2025~~6~~

**REPORTING REQUIREMENT FOR CAPITAL PUBLIC RADIO, INC.
ENDORSEMENT #5**

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

This endorsement modifies the coverage provided under this Memorandum of Coverage.

Schedule	
Prior Acts Time Period:	November 1, 2002 to November 1, 2007
Report Due Date:	July 1, 2025 6

Only with respect to Capital Public Radio, Inc. the following is added to SECTION I - COVERAGE AGREEMENT:

This coverage applies to any **Personal Injury** Liability, **Property Damage** Liability, **Public officials' Errors and Omissions** Liability or **Employment Practices** Liability, in excess of the **Retained Limit**, occurring within the Prior Acts Time Period shown in the Schedule of this endorsement only if the **claim** or **suit** is reported to **us** by the Report Due Date shown in the Schedule of this endorsement. However, the coverage provided by this endorsement will not apply to such **Personal Injury** Liability, **Property Damage** Liability, **Public Officials' Errors and Omissions** Liability or **Employment Practices** Liability if:

1. The **claim** or **suit** has been reported to or otherwise known by **you** prior to inception of this Policy;
2. The **claim** or **suit** has been reported under any policy whose limits of insurance have been exhausted;
3. The **claim** or **suit** is within and subject to any deductible or self-insured retention under another policy; or
4. Coverage under another policy is impaired by the other carrier's bankruptcy or insolvency.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

CAMPUS PROPERTY MEMORANDUM OF COVERAGE (MOC)

ISSUE: The Campus Property Program coverage excess of the risk pool is written on a reinsurance form rather than a commercial property insurance policy. Our reinsurers require that the Campus Property Program Memorandum of Coverage (MOC) be modified to show the full program limits, rather than only the risk pool limits.

RECOMMENDATION: The Program Administrator recommends that the Committee delegate authority to conform the MOC as required by the reinsurance panel, subject to CSURMA counsel review and approval by the Secretary-Auditor.

FISCAL IMPACT: None; the revision to the MOC does not change the overall coverage limits. It simply documents the full program limits that are being reinsured.

BACKGROUND: None.

PUBLICATION: The approved MOC will be posted on the CSURMA website.

ATTACHMENT(S): None.

CSURMA RISK POOL FUNDING STATUS AND CASH FLOW OBLIGATIONS REPORT

ISSUE: In accordance with CSURMA's adopted funding policy for its programs with a self-insured risk pool, the Program Administrator has prepared an analysis of the risk pools' funding position relative to the actuary's projections in accordance with CSURMA's minimum funding requirements and expected cash expenditures as of December 31, 2024 projected to June 30, 2025. At its Long-Range Planning meeting the Executive Committee reviews the risk pools' funding position and determines if there are sufficient funds to meet anticipated needs, including a confidence margin for unexpected expenditures.

The risk pool funding analysis has been expanded to include the estimated risk pool cash flow obligations. The cash flow estimates include all current assets, current payables, and the remaining budgeted claim payments and expenses for FY 24/25. This first draft of the Cash Flow Obligations report relies on the actuary's estimate of total claims expected to be paid within the fiscal year. In the next version of this report, the Program Administrator will consult with Systemwide Risk Management and Carl Warren & Company for anticipated large claim payments from the liability risk pools that may not have been anticipated in the actuary's estimates. Because the workers' compensation programs are fully reinsured, claims payments from the risk pools are reimbursed, so estimating future large claim payments is not essential.

RECOMMENDATION: No action is requested. The Executive Committee is asked to review the projected risk pools' funding position, and cash flow obligations, providing direction as it deems appropriate.

FISCAL IMPACT: None.

BACKGROUND: At December 31, 2024, the Campus Workers' Compensation Program has a Cash deficit of \$6,772,828. The Campus Workers' Compensation Program is well funded and has an estimated fund balance of \$16,648,765. The cash deficit is due to the payment of dividends within FY 23/24 and 24/25.

PUBLICATION: None.

ATTACHMENT(S):

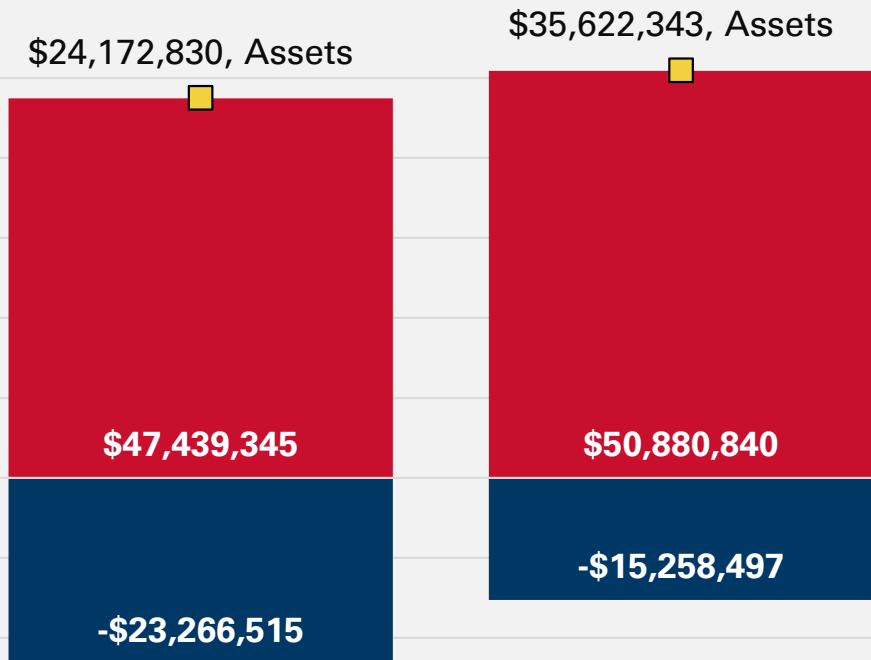
- a. Risk Pool Funding Status and Cash Flow Obligations Report - Projected to June 30, 2025

Campus Liability

Risk Pool Funding Status and Cash Flow Obligations Projected to June 30, 2025



Campus Liability Risk Pool Funding Status



Fund Balance @6/30/2024

Fund Balance @6/30/2025

■ Outstanding Losses ■ Estimated Balance ■ Assets

CSURMA's Cash Flow Obligations @ 12/31/24, Projected to 6/30/25

Cash & Investments	25,937,167
Accounts Receivables	1,321,014
Reinsurance Receivables	-
Prepaid Expenses	-
Contributions to be Collected 1/01/25 to 6/30/25	-
Accounts Payable	(50,000)
Unearned Revenue	-
Interest Payable	(11,833)
SBITA Current	(902,601)
Budgeted Claims and Expenses to be paid 1/01/25 to 6/30/25	(10,639,331)
ESTIMATED Cash Balance at 6/30/25	\$15,654,416

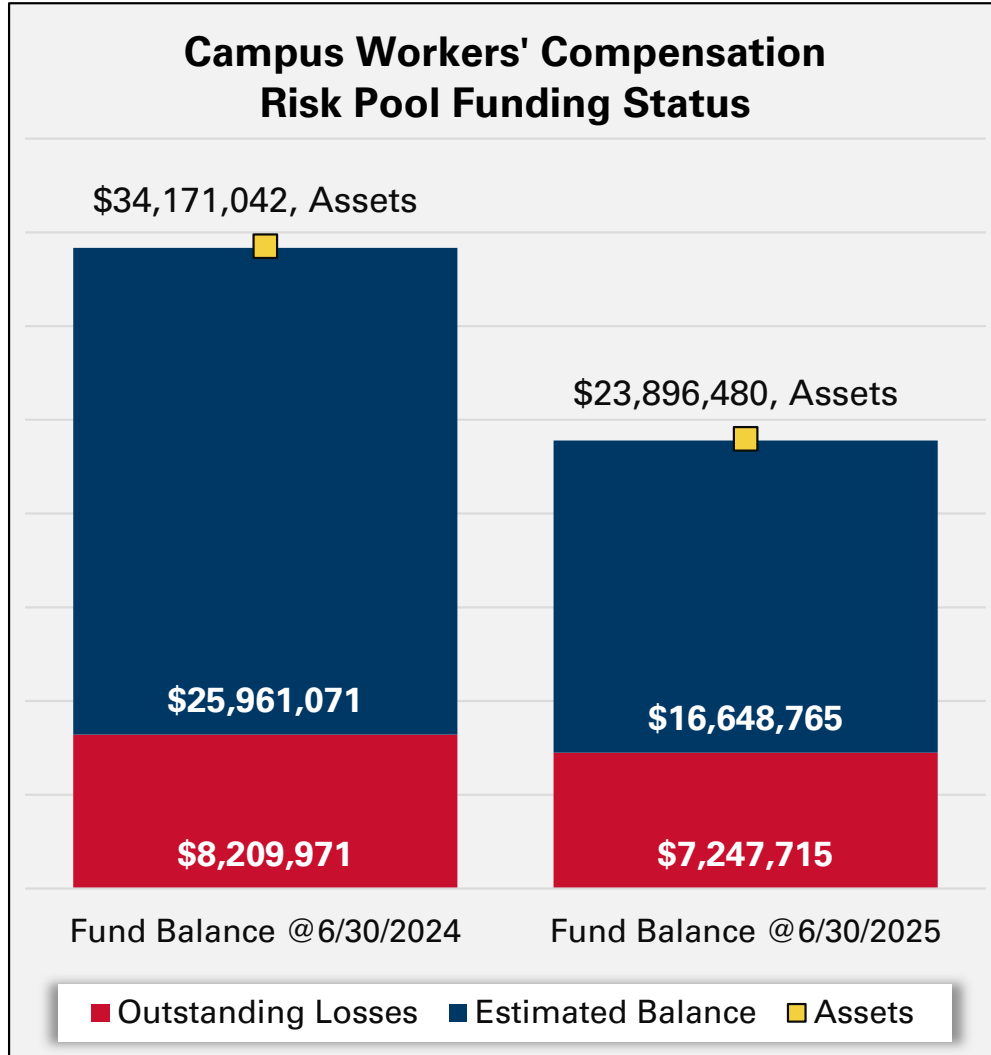
Outstanding Losses are Discounted, 70% Confidence Level, including ULAE

Assets are reduced by payables

Estimated Balance = Assets – Outstanding Losses

Campus Workers' Compensation

Risk Pool Funding Status and Cash Flow Obligations Projected to June 30, 2025



CSURMA's Cash Flow Obligations @ 12/31/24, Projected to 6/30/25	
Cash & Investments	(6,772,838)
Accounts Receivables	2,705,712
Reinsurance Receivables	10,005
Prepaid Expenses	1,623,633
Contributions to be Collected 1/01/25 to 6/30/25	-
Accounts Payable	(2,911,591)
Unearned Revenue	-
Interest Payable	-
SBITA Current	-
Budgeted Claims and Expenses to be paid 1/01/25 to 6/30/25	(6,371,400)
ESTIMATED Cash Balance at 6/30/25	(\$11,716,479)

Outstanding Losses are Discounted, 70% Confidence Level, including ULAE

Assets are reduced by payables

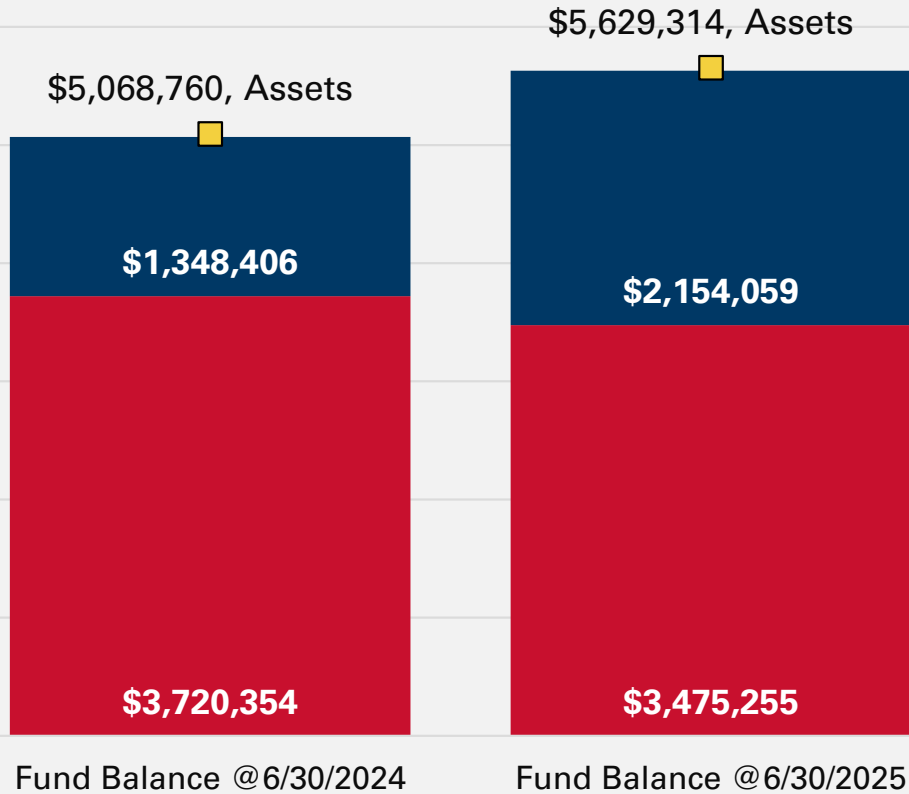
Estimated Balance = Assets – Outstanding Losses

Athletic Injury Medical Expense

Risk Pool Funding Status and Cash Flow Obligations Projected to June 30, 2025



Athletic Injury Medical Expense (AIME) Risk Pool Funding Status



Fund Balance @6/30/2024

Fund Balance @6/30/2025

■ Outstanding Losses ■ Estimated Fund Balance ■ Assets

CSURMA's Cash Flow Obligations @ 12/31/24, Projected to 6/30/25

Cash & Investments	3,980,181
Accounts Receivables	-
Reinsurance Receivables	-
Prepaid Expenses	798,677
Contributions to be Collected 1/01/25 to 6/30/25	-
Accounts Payable	(348,533)
Unearned Revenue	-
Interest Payable	-
SBITA Current	-
Budgeted Claims and Expenses to be paid 1/01/25 to 6/30/25	(2,196,469)
ESTIMATED Cash Balance at 6/30/25	\$2,233,856

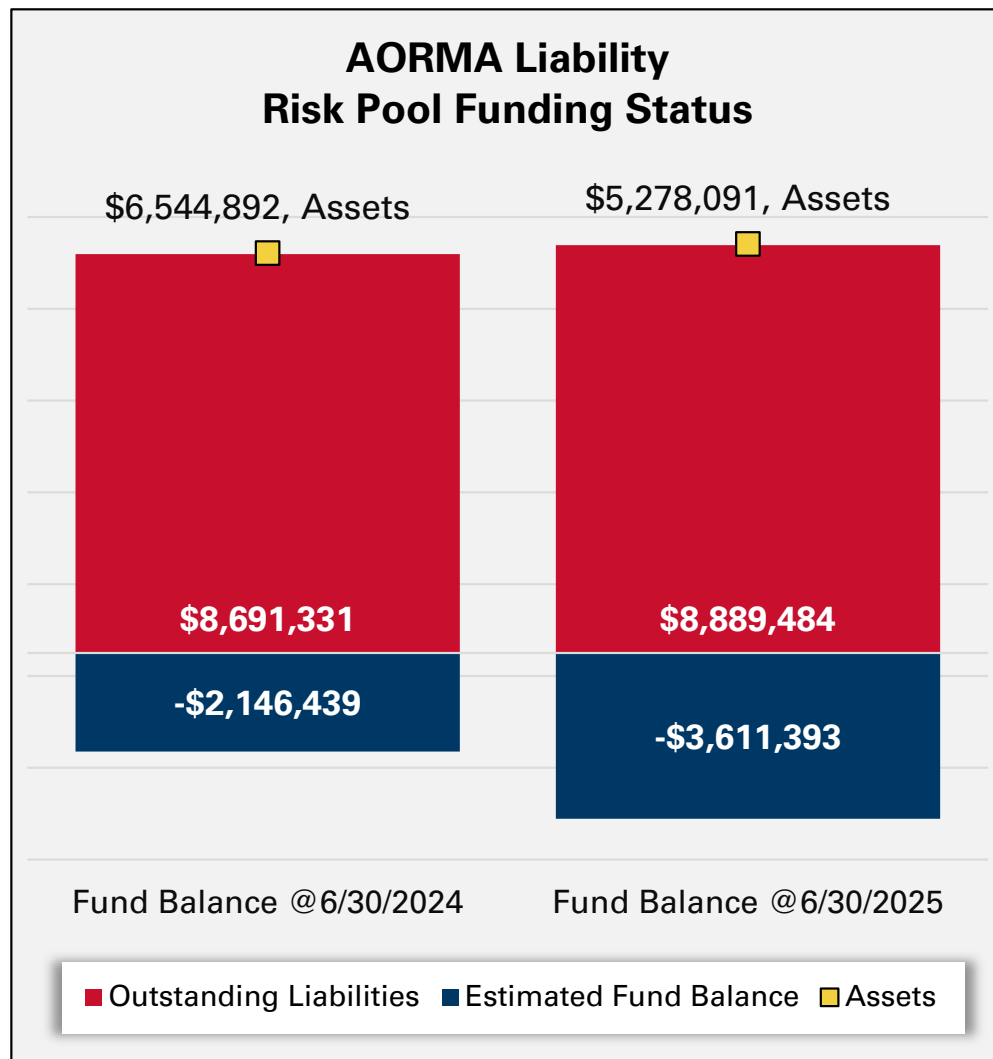
Outstanding Losses are Discounted, 70% Confidence Level, including ULAE

Assets are reduced by payables

Estimated Balance = Assets – Outstanding Losses

AORMA Liability

Risk Pool Funding Status and Cash Flow Obligations Projected to June 30, 2025



CSURMA's Cash Flow Obligations @ 12/31/24, Projected to 6/30/25	
Cash & Investments	946,171
Accounts Receivables	509,764
Reinsurance Receivables	-
Prepaid Expenses	150,000
Contributions to be Collected 1/01/25 to 6/30/25	-
Accounts Payable	(52,323)
Unearned Revenue	-
Interest Payable	-
SBITA Current	-
Budgeted Claims and Expenses to be paid 1/01/25 to 6/30/25	(1,388,836)
ESTIMATED Cash Balance at 6/30/25	\$164,776

Outstanding Losses are Discounted, 70% Confidence Level, including ULAE

Assets are reduced by payables

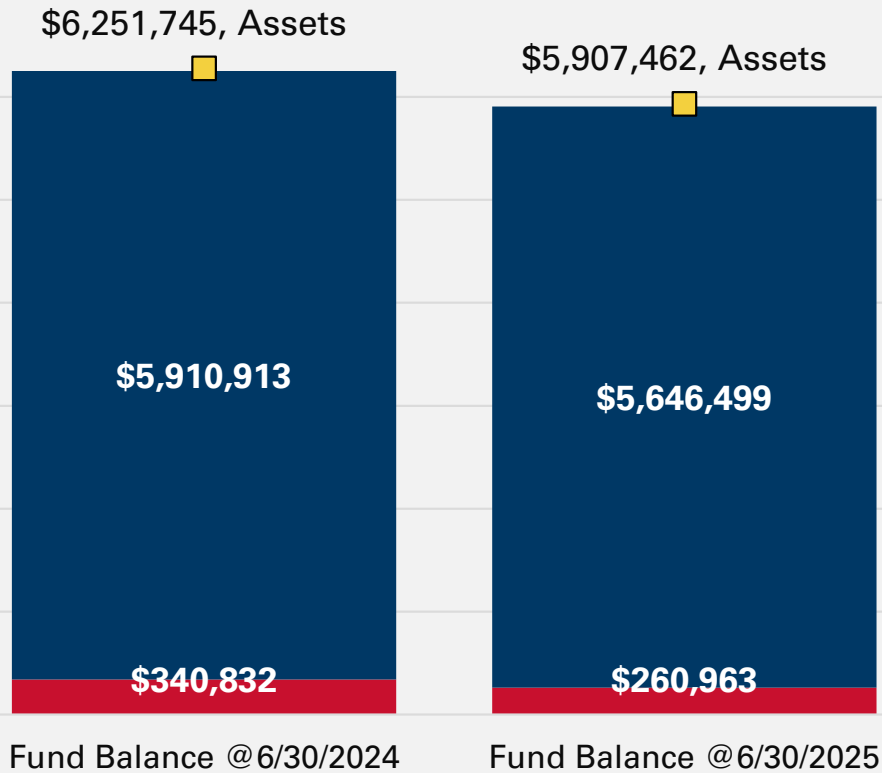
Estimated Balance = Assets – Outstanding Losses

AORMA Workers' Compensation

Risk Pool Funding Status and Cash Flow Obligations Projected to June 30, 2025



AORMA Workers' Compensation Risk Pool Funding Status



CSURMA's Cash Flow Obligations @ 12/31/24, Projected to 6/30/25

Cash & Investments	1,606,511
Accounts Receivables	330,474
Reinsurance Receivables	-
Prepaid Expenses	155,000
Contributions to be Collected 1/01/25 to 6/30/25	1,468,349
Accounts Payable	(297,719)
Unearned Revenue	-
Interest Payable	-
SBITA Current	-
Budgeted Claims and Expenses to be paid 1/01/25 to 6/30/25	(582,217)
ESTIMATED Cash Balance at 6/30/25	\$2,680,398

Outstanding Losses are Discounted, 70% Confidence Level, including ULAE

Assets are reduced by payables

Estimated Balance = Assets – Outstanding Losses

FORMATION OF THE INTERNATIONAL STUDENT HEALTH INSURANCE PROGRAM (iSHIP) COMMITTEE

ISSUE: The Executive Committee will be asked to discuss the formation of an advisory committee to assist in establishing the systemwide International Student Health Insurance Program.

RECOMMENDATION: The Committee will be asked to discuss, and if appropriate, approve the formation of an iSHIP advisory Committee. The Chair will also be asked to appoint the iSHIP Committee Liaison to the Executive Committee.

FISCAL IMPACT: Reimbursement of travel costs to attend the one annual in-person meeting is included in the FY 25/26 CSURMA Budget.

BACKGROUND: In January 2025, the iSHIP was launched with coverage available for the Academic Year 25/26.

PUBLICATION: If the new standing committee is approved, CSU Directors will be invited to join the Committee, and internal documents will be updated accordingly.

ATTACHMENT(S):

- a. Resolutions No. 01-25(EC) – Standing Committees
- b. CSURMA JPA Agreement
- c. CSURMA Bylaws

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

EXECUTIVE COMMITTEE RESOLUTION NO. 01-25 (EC)

CSURMA STANDING COMMITTEES

The Executive Committee of the California State University Risk Management Authority (“CSURMA”) finds and determines as follows:

1. CSURMA Joint Powers Agreement Sections 8, 12 and 13 and Bylaws Articles III and IV, and Sections 6.2 establish the Board of Directors, Executive Committee and Auxiliary Organizations Risk Management Alliance (AORMA) Committees.
2. CSURMA has established standing committees for the Athletic Injury Medical Expense Program (AIME), the AORMA Benefits Program and the Executive Committee of CSURMA now wishes to establish a CSURMA International Student Health Insurance Program (iSHIP) Committee.
3. Pursuant to Section 13 of the Joint Powers Agreement, and Section 6.1 of the Bylaws, CSURMA from time-to-time the Board of Directors, Executive Committee or the Chair may establish other standing committees, task groups and other advisory bodies as deemed necessary to further the purposes of CSURMA.

IT IS RESOLVED by the Executive Committee of the California State University Risk Management Authority as follows:

1. The Executive Committee does hereby establish the iSHIP Committee and affirms the AIME and AORMA Benefits Committees.
2. Unless specifically delegated certain authorities by the Board of Directors, the Executive Committee or the Chair, the iSHIP, AIME and AORMA Benefits Committees shall be advisory in nature and shall refer all actions to the Board of Directors, the Executive Committee or the AORMA Committee for further action.
3. This Resolution No. 01-25 (EC) shall not limit the authority of the Board of Directors, or the Executive Committee to establish other standing committees, task groups and advisory bodies as deemed necessary to further the purposes of CSURMA and the Board of Directors; and the Executive Committee may limit the activities, authorities or actions of the iSHIP, AIME, AORMA Benefits Committee or any other standing committee, task group or other advisory bodies established to serve CSURMA.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted and passed at a meeting of the Executive Committee of the California State University Risk Management Authority held on May 2, 2025, which was approved by the following vote:

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

AYES,

NOES, members: None

ABSTAIN, members: None

ABSENT, members:

Scott Apel, Chair

Zachary Gifford, Secretary-Auditor

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

BYLAWS

AS AMENDED AND RESTATED

EFFECTIVE ~~April 27, 2015~~ May 2, 2025

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BYLAWS of the CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

PREAMBLE

These Bylaws are adopted, amended and restated effective ~~October 28, 2011~~May 2, 2025 pursuant to the “Joint Exercise of Powers Agreement” of the California State University Risk Management Authority (the “Agreement”).

ARTICLE I - THE AUTHORITY

SECTION 1.1. Name of Entity. The name of the Entity created by the Agreement shall be the California State University Risk Management Authority (the “Entity”).

SECTION 1.2. Office of Entity. The principal office of the Entity shall be c/o CSU –Office of Risk Management, 401 Golden Shore Ave., Long Beach, CA, 90802, or at such other location as the Board of Directors may designate by resolution.

SECTION 1.3. Fiscal Year. The fiscal year for the Entity shall commence July 1 of each calendar year and end June 30 of the following calendar year.

ARTICLE II - DEFINITIONS

The following definitions shall apply to the provisions of these Bylaws:

(a) “Agreement” shall mean the joint exercise of powers agreement creating the Entity.

(b) “Auxiliary Organization” shall mean an organization described in California Education Code § 89901 *et seq.*, which is on the approved list of Auxiliary Organizations of the University’s Chancellor’s Office.

© “Auxiliary Organization Risk Management Alliance” or “AORMA” shall mean those Coverage Programs and associated services which are directed primarily at serving the Auxiliary Organization Members.

(d) “Board of Directors” or “Board” shall mean the principal governing body of the Entity.

(e) “Bylaws” shall mean the adopted Bylaws of the Entity as amended in their latest approved form.

(f) “Coverage Program” shall mean the Entity’s programs as defined herein.

(g) “Entity” shall mean the California State University Risk Management Authority created by and existing under the Agreement.

(h) “Executive Committee” shall mean the Executive Committee of the Entity’s Board of Directors.

(i) “Member” shall mean a party to the Agreement. For purposes of the Agreement, each University campus and the Chancellor’s Headquarters shall be considered separate Members, but such University campuses and the Chancellor’s Headquarters shall not be considered parties to the Agreement separate from the University.

(j) “Pooled Coverage Programs” shall consist of Coverages Programs provided directly by the Entity under a Risk Pooling Program pursuant to a Memorandum of Coverage and/or provided by a purchased Coverage Program. These may include, but are not limited to, Property, Workers’ Compensation, Liability, and Athletic Injury coverages as may be determined by the Board of Directors.

(k) “Program Director” shall mean the individual or firm retained by the Board of Directors to administer the Entity.

(l) “Purchased Insurance Programs” shall mean those Coverage Programs in which members do not share risk of loss.

(m) “Risk Pooling Programs” shall mean those Coverage Programs in which participating members share risk of loss.

(n) “University” shall mean the Board of Trustees of the California State University.

ARTICLE III - BOARD OF DIRECTORS

SECTION 3.1. Membership. The Entity shall be governed by a Board of Directors as set forth in the Agreement. It shall be composed of up to thirty (30) Directors appointed by or as delegated by the University Executive Vice Chancellor/Chief Financial Officer; and up to ten (10) Directors elected by the Auxiliary Organizations which become members of the Entity. Directors appointed by the University serve at the pleasure of the University Executive Vice Chancellor/Chief Financial Officer or his/her delegate, and may be replaced at any time. Should the Executive Vice Chancellor/Chief Financial Officer appoint fewer than 30 Directors, the voting power for unfilled appointments shall be retained by the Executive Vice Chancellor/Chief Financial Officer and may be delegated by the Executive Vice Chancellor/Chief Financial Officer to a duly appointed Director(s). Directors elected by the Auxiliary Organizations shall serve subject to terms and conditions of a policy and procedure duly adopted by the Auxiliary Organizations Risk Management Alliance Committee for election and replacement of same. Each Director of the Entity must be an officer, director or employee of the University or of an Auxiliary Organization.

All Directors shall comply with the provisions of California law which require certain public officials to file a Statement of Economic Interests, and with any applicable conflict of interest laws.

SECTION 3.2. Powers. The powers of the Board shall be as set forth in Section 9 of the Agreement.

(a) The Board of Directors shall retain overall responsibility for governance of the Entity, including the right to exercise all powers of the Entity not reserved to other persons or bodies of the Entity.

(b) The Board of Directors shall have reserved to itself the following express powers, duties and responsibilities:

i. Election of certain Entity officers and the members of its Executive Committee.

ii. Approval of the annual budget of the Entity.

iii. Approval of amendments to the Agreement and the Bylaws.

iv. Approval of new Coverage Programs of the Entity.

v. Amendment or modification of any prior actions or resolution of the Board of Directors.

vi. The exercise of powers of the Entity, including promulgation of policies, procedures and rules, with respect to all matters reserved to the Board of Directors by this Agreement, the Bylaws or otherwise.

SECTION 3.3. Meetings.

(a) Regular Meetings. A regular meeting of the Board shall be held at least once each year at a time and place to be set by the Board. Except as otherwise provided in Section 27 of the Agreement, the notice of the meeting and agenda for each regular meeting of the Board shall be posted in accordance with the applicable public meeting laws in effect at the time of the meeting.

(b) Special Meetings. Special meetings may be called relating to pending litigation with notice of the meeting and an agenda be provided to each Director at least forty-eight (48) hours in advance of the meeting.

(c) Public Meeting. All meetings of the Board shall be open to the public, except as provided by law, and may include closed sessions where permitted by law. Meetings will be held in compliance with the Bagley-Keene Open Meeting Act, California Government Code §11120, *et seq.*

(d) Quorum. The presence of a majority of the Directors of the Board shall constitute a quorum for the transaction of business. Except as otherwise provided in the Agreement, the Bylaws or by law, no action may be taken by the Board except by affirmative vote of not less than a majority of the votes held by those Directors of the Board present and voting. A smaller number may adjourn a meeting.

(e) Order of Business. At the regular meetings of the Board, the following shall be the order of business:

- i. Roll Call.
- ii. Approval of Minutes of the previous meeting.
- iii. Agenda Items.
- iv. Adjournment

(f) Manner of Voting. Voting shall be by acclamation; however a roll call may be requested by a majority of the Directors present, and the ayes and noes, abstentions, and members absent shall be entered in the minutes of the meeting.

(g) Action by the Board. All resolutions of the Board shall be in writing, signed by the Chair and attested to by the Secretary-Auditor. All other actions of the Board shall be by motion recorded in written minutes.

ARTICLE IV - EXECUTIVE COMMITTEE

SECTION 4.1. Membership.

(a) The membership of the Executive Committee shall be as set forth in Section 12 of the Agreement.

(b) The members of the Executive Committee shall be appointed or elected as individuals and not merely as representatives of a specific Member.

SECTION 4.2. Term. The Chair and Vice Chair of the Board, and the Treasurer of the Entity shall serve as Executive Committee members during their tenure as such officers. Terms of office are as set forth in Sections 11 and 12 of the Agreement.

SECTION 4.3. Powers, Duties and Responsibilities.

(a) The Executive Committee shall conduct, direct and supervise the day-to-day business of the Entity and in doing so shall exercise the powers expressly granted to it by the Agreement, these Bylaws and as otherwise delegated by the Board of Directors.

(b) The following duties and responsibilities shall be assumed and carried out by the Executive Committee, which shall have all powers necessary for those purposes:

- i. Provide general supervision and direction to the Program Director.
- ii. Authorize payment of claims against the Entity; provided, however, that with respect to claims arising under Coverage Programs operated by the Entity, claim settlement authority shall be in accordance with the policies and procedures governing the particular Coverage Program.
- iii. Enter into contracts, within budget limits.
- iv. Make payments pursuant to previously authorized contracts, within budget limits; this authority includes the power to authorize and reimburse expenses incurred for budgeted activities, within budget limits.
- v. Review and recommend a budget to the Board
- vi. Act as Program Director in the absence of the Program Director.
- vii. Establish policies and procedures to implement the Agreement, the Bylaws and the operation of specific programs.
- viii. Appoint a nominating committee for each election of officers and Members of the Executive Committee.
- ix. Upon recommendation of the Treasurer, approve inter-fund borrowing among the Entity's programs and loan surplus funds to members of the Entity subject to written terms approved and duly adopted by resolution of the Executive Committee.

(c) Subject only to such limitations as are expressly stated in the Agreement, these Bylaws or a resolution of the Board of Directors, the Executive Committee shall have and be entitled to exercise all powers which may be reasonably implied from powers expressly granted and which are reasonably necessary to conduct, direct and supervise the business of the Entity.

SECTION 4.4. Meetings.

(a) Regular Meetings. Regular meetings of the Executive Committee shall be held at least twice a year and at other times as the Executive Committee deems appropriate. The time and place of regular meetings shall be set by the Executive Committee, and the Board of Directors shall be notified of the meeting schedule. The notice of the meeting and agenda for each regular meeting of the Executive Committee shall be posted in accordance with the applicable public meeting laws in effect at the time of the meeting.

(b) Special Meetings. Special meetings may be called relating to pending litigation with notice of the meeting and an agenda to be provided to each Director at least forty-eight (48) hours in advance of the meeting.

(c) Public Meetings. All meetings of the Executive Committee shall be open to the public, except as provided by law, and may include closed sessions where permitted by law. Meetings will be held in compliance with the Bagley-Keene Open Meeting Act, California Government Code §11120, *et seq.*

(d) Quorum. Five (5) members of the Executive Committee shall constitute a quorum for the transaction of business. Except as otherwise provided, no action may be taken by the Executive Committee except by affirmative vote of not less than a majority of those Executive Committee members present and voting. A smaller number may adjourn a meeting.

(e) Manner of Voting. Voting shall be by acclamation; however a roll call may be requested by a majority of the Executive Committee members present, and the ayes and noes, abstentions, and members absent shall be entered in the minutes of the meeting.

(f) Action by the Executive Committee. All resolutions of the Executive Committee shall be in writing, signed by the Chair and attested to by the Secretary-Auditor. All other actions of the Executive Committee shall be by motion recorded in written minutes.

(g) Removal From Executive Committee. A member may be removed from the Executive Committee in the following ways:

i. Death of an Executive Committee member.

ii. Voluntary resignation; an Executive Committee member will be considered to have resigned if no longer qualified to be a Director under Section 3.1.

iii. Absence from three (3) consecutive meetings unless excused by the Chair or his or her designee.

iv. Removal of the Chair or Vice Chair from the Executive Committee shall also constitute removal from office.

(h) Replacements. Upon removal of an Executive Committee member, an interim Executive Committee member may be appointed by the Chair, and the Board of Directors may hold an election to fill the vacancy for the remainder of the unexpired term, following the procedures set forth in Section 11 and Section 12 of the Agreement.

ARTICLE V - OFFICERS

SECTION 5.1. Principal Officers.

The principal officers of the Entity are the Chair, Vice Chair, Secretary-Auditor and Treasurer, as provided in Section 11 of the Agreement.

SECTION 5.2. Other Officers.

The Executive Committee may create such other officers and appoint such other officers as it deems necessary and advisable. Officers so appointed shall serve at the pleasure of the Executive Committee and shall exercise such powers, perform such duties and assume such responsibilities as set forth in a resolution duly adopted by the Executive Committee for that purpose.

SECTION 5.3. Powers.

The Chair, and Vice Chair in the Chair's absence, shall execute and implement directives of the Board of Directors and Executive Committee. They shall have the following duties and responsibilities:

- (a) Direct employees, agents and consultants.
- (b) Negotiate contracts for services on behalf of the Executive Committee that are not specifically delegated to a committee.
- (c) Authorize work assignments under existing contracts that are within the amount budgeted.
- (d) Sign documents on behalf of the Executive Committee and/or the Entity.
- (e) Recommend agenda topics for meetings of the Board of Directors and Executive Committee.
- (f) Coordinate and review progress in attaining the Entity's annual goals and objectives.

ARTICLE VI - OTHER STANDING COMMITTEES

SECTION 6.1. Establishment of Committees.

Pursuant to Section 13 of the Agreement, the Entity shall have standing committees as may be appointed from time-to-time by the Board of Directors, Executive Committee or the Chair.

SECTION 6.2. AORMA Committee.

(a) The "Auxiliary Organizations Risk Management Alliance Committee" or "AORMA Committee" shall be a standing committee of the Entity. The committee shall consist of all Directors elected by Auxiliary Organizations. The term "Officers" shall be used to designate the following seats on the AORMA Committee: Chair, First Vice-Chair and Second Vice-Chair. The Chair, First Vice-Chair and Second Vice-Chair shall be elected from among the AORMA members. ~~and shall assume the seat of the Chair in the following year. Officers shall may serve onetwo, onetwo-year terms in each Officer seat. An officer completing a partial term shall be eligible to serve a subsequent full term. Term limits do not apply to at-large AORMA~~

Committee members. If the Chair is unable to complete his/her term, the First Vice-Chair shall assume the role of the Chair and shall appoint an interim First Vice-Chair. ~~from the remaining members of the committee until such time that the committee can meet to elect a new Vice-Chair. If the Vice-Chair is unable to complete his/her term, the Chair shall appoint an interim Vice-Chair from the remaining members of the committee until such time that the committee can meet to elect a new Vice-Chair. An officer completing a partial term shall be eligible to serve a subsequent full term. The AORMA Committee may also appoint alternates in accordance with the Policy & Procedure developed for the committee and adopted by the Board of Directors.~~

~~Effective July 1, 2003, the AORMA Committee members may serve a maximum of three consecutive two-year terms with half of the members' terms expiring in the odd years and the other half expiring in the even years. After accruing AORMA Committee service of three two-year terms on the AORMA Committee or serving in Officer and alternate roles, an AORMA Committee member shall not be eligible to serve on the Committee for one year, after which time the member will be eligible for re-election.~~

(b) The purpose of the AORMA Committee shall be to advise the Executive Committee and the Board of Directors of all operational aspects of those Coverage Programs in which Auxiliary Organizations participate and to execute and implement the directions of the Executive Committee with regard to matters within the committee's powers, duties and responsibilities, which shall be as follows:

(c) Underwriting

i. Advise and report to the Executive Committee on matters relating to prospective new Auxiliary Organization Members.

ii. Solicit information necessary to evaluate Auxiliary Organization membership applications.

iii. Determine adequacy of information provided by prospective Auxiliary Organization Members.

(d) Coverage

i. Make recommendations to the Executive Committee regarding those Coverage Programs in which Auxiliary Organizations participate.

ii. Review and advise on memorandum of coverage matters.

iii. Make recommendations to the Executive Committee concerning coverage issues.

SECTION 6.3. Meetings of Standing Committees. Standing committees shall meet on the call of their respective committee chairs. Minutes of committee meetings shall be recorded. Activities of committees shall be reported upon as directed by the Executive Committee. Meetings of committees shall be conducted in accordance with the applicable open meeting law, except that meetings of the AORMA Committee, shall be conducted in accordance with California Education Code § 89920 *et. seq.*

ARTICLE VII - PROGRAM DIRECTOR

SECTION 7.1. Appointment. The Board shall appoint a Program Director in accordance with Section 14 of the Agreement.

SECTION 7.2. Powers. In accordance with Section 14 of the Agreement, the Program Director shall administer the business and activities of the Entity. The Program Director shall have such powers, duties and responsibilities as set forth in the Agreement, these Bylaws and as may be provided by agreement between the Program Director and the Entity or as otherwise delegated to the Program Director by the Board of Directors or the Executive Committee.

ARTICLE VIII - REIMBURSEMENT FOR TRAVEL EXPENSES

Subject to the provisions of Article III, Section 3.2(b) ii. of these Bylaws, members of the Executive Committee, principal staff designated by the Executive Committee and duly appointed members of standing committees may be reimbursed for all reasonable and necessary travel expenses when required or incurred by those persons in attending meetings of the Executive Committee or a standing committee of the Entity. Reimbursable expenses may include charges for meals, lodging, air fare and costs of travel by automobile at the rate per mile allowed as a business expense by the Internal Revenue Service. If the Board determines that travel expenses shall be reimbursed, the Executive Committee shall adopt a policy and procedure in accordance with this Article VIII. The Treasurer, upon presentation by the Secretary-Auditor, shall be authorized to pay all such expenses deemed reasonable and necessary.

Article IX - TERMINATION OF MEMBERSHIP

A Member may be terminated from membership in the Entity or from participation in a program of the Entity, in accordance with Section 23 and Section 24 of the Agreement. The procedures for terminating a Member are as follows:

SECTION 9.1. Initiation. Proceedings for termination of a Member as a participant in a program of the Entity or as a Member of the Entity may be initiated by the Program Director, by any Officer, Director or standing committee of the Entity or by any Member. The person initiating termination proceedings shall do so by a written report and recommendation to the Board of Directors, setting forth in detail the grounds upon which the recommendation is made.

SECTION 9.2. Notice and Hearing by Board. Upon receipt of the report and recommendation, the Board shall hold a hearing on the matter of the termination, at which hearing the affected Member shall have the right to offer written and oral testimony subject to reasonable time constraints. The Board shall give the Member at least thirty (30) days prior written notice of the hearing, and shall provide the Member with a copy of the report and recommendations required to initiate the termination proceedings.

SECTION 9.3. Action of Board. At the close of the hearing on the matter of termination, the Board shall determine whether or not the Member will be terminated. If the Board decides to terminate the Member's participation, it will set the effective date of termination as well.

ARTICLE X - AMENDMENT

These Bylaws may be amended from time to time by resolution of the Board of Directors duly adopted upon the majority vote of those members present and voting at a regular or special meeting of the Board; provided, however, that no such amendment shall be adopted unless noticed to the members of the Board of Directors under the open meeting law applicable at the time of the proposed meeting. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

ARTICLE XI - COVERAGE DOCUMENTS

Each Member participating in a program of the Entity shall be provided with either a Memorandum of Coverage or an insurance policy, as the case may be, which shall describe in detail the nature of the applicable coverage, including dollar amounts, together with any deductibles, exclusions, limitations or other provisions of the coverage.

ARTICLE XII - RECORDS RETENTION

All records and documents of the Entity shall be retained in accordance with a records retention policy and procedure adopted by the Board of Directors.

ARTICLE XIII - LIABILITY AND INDEMNIFICATION

SECTION 13.1 - INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES - The Entity shall defend and indemnify its Directors, officers and employees to the same extent as any public agency of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code § 825 *et seq.* or other applicable provisions of law for actions taken for or on behalf of the Entity.

SECTION 13.2 - INSURANCE - The Entity may insure itself to the extent deemed necessary by the Board of Directors against loss, liability and claims arising out of or connected to the conduct of the Entity's activities.

SECTION 13.3 - INDEMNIFICATION BY MEMBERS- To the extent any Member's intentional or negligent acts or omissions are the cause of an injury for which other Members may be, or are sought to be, held liable pursuant to Government Code § 895 *et seq.*, the Member which is legally responsible for the injury shall, at its own expense, defend, indemnify and hold harmless such other Member or Members from any and all legal consequences of the intentional or negligent acts or omissions. Nothing in this Section shall be deemed to preclude a Member having the duty to defend, indemnify and hold harmless, from resorting to any insurance or other form of coverage for losses available to the Member, including insurance or coverage for losses procured through the Entity.

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

BYLAWS

AS AMENDED AND RESTATED

EFFECTIVE ~~April 27, 2015~~ May 2, 2025

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BYLAWS of the CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

PREAMBLE

These Bylaws are adopted, amended and restated effective ~~October 28, 2011~~May 2, 2025 pursuant to the “Joint Exercise of Powers Agreement” of the California State University Risk Management Authority (the “Agreement”).

ARTICLE I - THE AUTHORITY

SECTION 1.1. Name of Entity. The name of the Entity created by the Agreement shall be the California State University Risk Management Authority (the “Entity”).

SECTION 1.2. Office of Entity. The principal office of the Entity shall be c/o CSU –Office of Risk Management, 401 Golden Shore Ave., Long Beach, CA, 90802, or at such other location as the Board of Directors may designate by resolution.

SECTION 1.3. Fiscal Year. The fiscal year for the Entity shall commence July 1 of each calendar year and end June 30 of the following calendar year.

ARTICLE II - DEFINITIONS

The following definitions shall apply to the provisions of these Bylaws:

(a) “Agreement” shall mean the joint exercise of powers agreement creating the Entity.

(b) “Auxiliary Organization” shall mean an organization described in California Education Code § 89901 *et seq.*, which is on the approved list of Auxiliary Organizations of the University’s Chancellor’s Office.

© “Auxiliary Organization Risk Management Alliance” or “AORMA” shall mean those Coverage Programs and associated services which are directed primarily at serving the Auxiliary Organization Members.

(d) “Board of Directors” or “Board” shall mean the principal governing body of the Entity.

(e) “Bylaws” shall mean the adopted Bylaws of the Entity as amended in their latest approved form.

(f) “Coverage Program” shall mean the Entity’s programs as defined herein.

(g) “Entity” shall mean the California State University Risk Management Authority created by and existing under the Agreement.

(h) “Executive Committee” shall mean the Executive Committee of the Entity’s Board of Directors.

(i) “Member” shall mean a party to the Agreement. For purposes of the Agreement, each University campus and the Chancellor’s Headquarters shall be considered separate Members, but such University campuses and the Chancellor’s Headquarters shall not be considered parties to the Agreement separate from the University.

(j) “Pooled Coverage Programs” shall consist of Coverages Programs provided directly by the Entity under a Risk Pooling Program pursuant to a Memorandum of Coverage and/or provided by a purchased Coverage Program. These may include, but are not limited to, Property, Workers’ Compensation, Liability, and Athletic Injury coverages as may be determined by the Board of Directors.

(k) “Program Director” shall mean the individual or firm retained by the Board of Directors to administer the Entity.

(l) “Purchased Insurance Programs” shall mean those Coverage Programs in which members do not share risk of loss.

(m) “Risk Pooling Programs” shall mean those Coverage Programs in which participating members share risk of loss.

(n) “University” shall mean the Board of Trustees of the California State University.

ARTICLE III - BOARD OF DIRECTORS

SECTION 3.1. Membership. The Entity shall be governed by a Board of Directors as set forth in the Agreement. It shall be composed of up to thirty (30) Directors appointed by or as delegated by the University Executive Vice Chancellor/Chief Financial Officer; and up to ten (10) Directors elected by the Auxiliary Organizations which become members of the Entity. Directors appointed by the University serve at the pleasure of the University Executive Vice Chancellor/Chief Financial Officer or his/her delegate, and may be replaced at any time. Should the Executive Vice Chancellor/Chief Financial Officer appoint fewer than 30 Directors, the voting power for unfilled appointments shall be retained by the Executive Vice Chancellor/Chief Financial Officer and may be delegated by the Executive Vice Chancellor/Chief Financial Officer to a duly appointed Director(s). Directors elected by the Auxiliary Organizations shall serve subject to terms and conditions of a policy and procedure duly adopted by the Auxiliary Organizations Risk Management Alliance Committee for election and replacement of same. Each Director of the Entity must be an officer, director or employee of the University or of an Auxiliary Organization.

All Directors shall comply with the provisions of California law which require certain public officials to file a Statement of Economic Interests, and with any applicable conflict of interest laws.

SECTION 3.2. Powers. The powers of the Board shall be as set forth in Section 9 of the Agreement.

(a) The Board of Directors shall retain overall responsibility for governance of the Entity, including the right to exercise all powers of the Entity not reserved to other persons or bodies of the Entity.

(b) The Board of Directors shall have reserved to itself the following express powers, duties and responsibilities:

i. Election of certain Entity officers and the members of its Executive Committee.

ii. Approval of the annual budget of the Entity.

iii. Approval of amendments to the Agreement and the Bylaws.

iv. Approval of new Coverage Programs of the Entity.

v. Amendment or modification of any prior actions or resolution of the Board of Directors.

vi. The exercise of powers of the Entity, including promulgation of policies, procedures and rules, with respect to all matters reserved to the Board of Directors by this Agreement, the Bylaws or otherwise.

SECTION 3.3. Meetings.

(a) Regular Meetings. A regular meeting of the Board shall be held at least once each year at a time and place to be set by the Board. Except as otherwise provided in Section 27 of the Agreement, the notice of the meeting and agenda for each regular meeting of the Board shall be posted in accordance with the applicable public meeting laws in effect at the time of the meeting.

(b) Special Meetings. Special meetings may be called relating to pending litigation with notice of the meeting and an agenda be provided to each Director at least forty-eight (48) hours in advance of the meeting.

(c) Public Meeting. All meetings of the Board shall be open to the public, except as provided by law, and may include closed sessions where permitted by law. Meetings will be held in compliance with the Bagley-Keene Open Meeting Act, California Government Code §11120, *et seq.*

(d) Quorum. The presence of a majority of the Directors of the Board shall constitute a quorum for the transaction of business. Except as otherwise provided in the Agreement, the Bylaws or by law, no action may be taken by the Board except by affirmative vote of not less than a majority of the votes held by those Directors of the Board present and voting. A smaller number may adjourn a meeting.

(e) Order of Business. At the regular meetings of the Board, the following shall be the order of business:

- i. Roll Call.
- ii. Approval of Minutes of the previous meeting.
- iii. Agenda Items.
- iv. Adjournment

(f) Manner of Voting. Voting shall be by acclamation; however a roll call may be requested by a majority of the Directors present, and the ayes and noes, abstentions, and members absent shall be entered in the minutes of the meeting.

(g) Action by the Board. All resolutions of the Board shall be in writing, signed by the Chair and attested to by the Secretary-Auditor. All other actions of the Board shall be by motion recorded in written minutes.

ARTICLE IV - EXECUTIVE COMMITTEE

SECTION 4.1. Membership.

(a) The membership of the Executive Committee shall be as set forth in Section 12 of the Agreement.

(b) The members of the Executive Committee shall be appointed or elected as individuals and not merely as representatives of a specific Member.

SECTION 4.2. Term. The Chair and Vice Chair of the Board, and the Treasurer of the Entity shall serve as Executive Committee members during their tenure as such officers. Terms of office are as set forth in Sections 11 and 12 of the Agreement.

SECTION 4.3. Powers, Duties and Responsibilities.

(a) The Executive Committee shall conduct, direct and supervise the day-to-day business of the Entity and in doing so shall exercise the powers expressly granted to it by the Agreement, these Bylaws and as otherwise delegated by the Board of Directors.

(b) The following duties and responsibilities shall be assumed and carried out by the Executive Committee, which shall have all powers necessary for those purposes:

- i. Provide general supervision and direction to the Program Director.
- ii. Authorize payment of claims against the Entity; provided, however, that with respect to claims arising under Coverage Programs operated by the Entity, claim settlement authority shall be in accordance with the policies and procedures governing the particular Coverage Program.
- iii. Enter into contracts, within budget limits.
- iv. Make payments pursuant to previously authorized contracts, within budget limits; this authority includes the power to authorize and reimburse expenses incurred for budgeted activities, within budget limits.
- v. Review and recommend a budget to the Board
- vi. Act as Program Director in the absence of the Program Director.
- vii. Establish policies and procedures to implement the Agreement, the Bylaws and the operation of specific programs.
- viii. Appoint a nominating committee for each election of officers and Members of the Executive Committee.
- ix. Upon recommendation of the Treasurer, approve inter-fund borrowing among the Entity's programs and loan surplus funds to members of the Entity subject to written terms approved and duly adopted by resolution of the Executive Committee.

(c) Subject only to such limitations as are expressly stated in the Agreement, these Bylaws or a resolution of the Board of Directors, the Executive Committee shall have and be entitled to exercise all powers which may be reasonably implied from powers expressly granted and which are reasonably necessary to conduct, direct and supervise the business of the Entity.

SECTION 4.4. Meetings.

(a) Regular Meetings. Regular meetings of the Executive Committee shall be held at least twice a year and at other times as the Executive Committee deems appropriate. The time and place of regular meetings shall be set by the Executive Committee, and the Board of Directors shall be notified of the meeting schedule. The notice of the meeting and agenda for each regular meeting of the Executive Committee shall be posted in accordance with the applicable public meeting laws in effect at the time of the meeting.

(b) Special Meetings. Special meetings may be called relating to pending litigation with notice of the meeting and an agenda to be provided to each Director at least forty-eight (48) hours in advance of the meeting.

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(d) Quorum. Five (5) members of the Executive Committee shall constitute a quorum for the transaction of business. Except as otherwise provided, no action may be taken by the Executive Committee except by affirmative vote of not less than a majority of those Executive Committee members present and voting. A smaller number may adjourn a meeting.

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(g) Removal From Executive Committee. A member may be removed from the Executive Committee in the following ways:

i. Death of an Executive Committee member.

ii. Voluntary resignation; an Executive Committee member will be considered to have resigned if no longer qualified to be a Director under Section 3.1.

iii. Absence from three (3) consecutive meetings unless excused by the Chair or his or her designee.

iv. Removal of the Chair or Vice Chair from the Executive Committee shall also constitute removal from office.

(h) Replacements. Upon removal of an Executive Committee member, an interim Executive Committee member may be appointed by the Chair, and the Board of Directors may hold an election to fill the vacancy for the remainder of the unexpired term, following the procedures set forth in Section 11 and Section 12 of the Agreement.

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The Chair, and Vice Chair in the Chair's absence, shall execute and implement directives of the Board of Directors and Executive Committee. They shall have the following duties and responsibilities:

- (a) Direct employees, agents and consultants.
- (b) Negotiate contracts for services on behalf of the Executive Committee that are not specifically delegated to a committee.
- (c) Authorize work assignments under existing contracts that are within the amount budgeted.
- (d) Sign documents on behalf of the Executive Committee and/or the Entity.
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i. Advise and report to the Executive Committee on matters relating to prospective new Auxiliary Organization Members.

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Subject to the provisions of Article III, Section 3.2(b) ii. of these Bylaws, members of the Executive Committee, principal staff designated by the Executive Committee and duly appointed members of standing committees may be reimbursed for all reasonable and necessary travel expenses when required or incurred by those persons in attending meetings of the Executive Committee or a standing committee of the Entity. Reimbursable expenses may include charges for meals, lodging, air fare and costs of travel by automobile at the rate per mile allowed as a business expense by the Internal Revenue Service. If the Board determines that travel expenses shall be reimbursed, the Executive Committee shall adopt a policy and procedure in accordance with this Article VIII. The Treasurer, upon presentation by the Secretary-Auditor, shall be authorized to pay all such expenses deemed reasonable and necessary.

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SECTION 9.2. Notice and Hearing by Board. Upon receipt of the report and recommendation, the Board shall hold a hearing on the matter of the termination, at which hearing the affected Member shall have the right to offer written and oral testimony subject to reasonable time constraints. The Board shall give the Member at least thirty (30) days prior written notice of the hearing, and shall provide the Member with a copy of the report and recommendations required to initiate the termination proceedings.

SECTION 9.3. Action of Board. At the close of the hearing on the matter of termination, the Board shall determine whether or not the Member will be terminated. If the Board decides to terminate the Member's participation, it will set the effective date of termination as well.

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These Bylaws may be amended from time to time by resolution of the Board of Directors duly adopted upon the majority vote of those members present and voting at a regular or special meeting of the Board; provided, however, that no such amendment shall be adopted unless noticed to the members of the Board of Directors under the open meeting law applicable at the time of the proposed meeting. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

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ARTICLE XII - RECORDS RETENTION

All records and documents of the Entity shall be retained in accordance with a records retention policy and procedure adopted by the Board of Directors.

ARTICLE XIII - LIABILITY AND INDEMNIFICATION

SECTION 13.1 - INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES - The Entity shall defend and indemnify its Directors, officers and employees to the same extent as any public agency of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code § 825 *et seq.* or other applicable provisions of law for actions taken for or on behalf of the Entity.

SECTION 13.2 - INSURANCE - The Entity may insure itself to the extent deemed necessary by the Board of Directors against loss, liability and claims arising out of or connected to the conduct of the Entity's activities.

SECTION 13.3 - INDEMNIFICATION BY MEMBERS- To the extent any Member's intentional or negligent acts or omissions are the cause of an injury for which other Members may be, or are sought to be, held liable pursuant to Government Code § 895 *et seq.*, the Member which is legally responsible for the injury shall, at its own expense, defend, indemnify and hold harmless such other Member or Members from any and all legal consequences of the intentional or negligent acts or omissions. Nothing in this Section shall be deemed to preclude a Member having the duty to defend, indemnify and hold harmless, from resorting to any insurance or other form of coverage for losses available to the Member, including insurance or coverage for losses procured through the Entity.

AGILITY RECOVERY CONTRACT RENEWAL

ISSUE: The current contract with Agility Recovery, for continuity and recovery services is due to expire on July 15, 2025.

RECOMMENDATION: The Program Administrator recommends delegating authority to Systemwide Risk Management, Systemwide Emergency Management & Continuity, and CSURMA Legal Counsel to negotiate the terms of a renewal contract extension, or cancellation of the contract.

FISCAL IMPACT: The current cost for Agility Recovery is \$83,381; the renewal proposal contemplates a 4.3% increase, or a total annual cost of \$86,966. The FY 25/26 CSURMA Budget includes \$86,966 for the Agility Recovery services.

BACKGROUND: CSURMA services with Agility Recovery began on July 1, 2015.

PUBLICATION: If the contract is extended, Systemwide Emergency Management & Continuity will provide notification to the Campuses as appropriate.

ATTACHMENT(S):

- a. Agility Recovery Proposal
- b. Utilization Report – July, 2020 to March 2025
- c. Agility Recovery Agreement

2025 Renewal for CSURMA



This is an amendment (“Amendment”) to the Agility Recovery Product Terms (together with all schedules, exhibits, or statements of work thereto collectively the “Agreement”) between Agility Recovery Solutions, Inc. (“Agility”) and CSURMA (“Customer”) dated July 16th, 2021. Except as specifically amended below, the Agreement shall remain unmodified and in full force and effect.

The terms and conditions of the Agreement shall be modified as follows:

1. The Term of the Agreement shall be until July 15th, 2026. Thereafter the Agreement shall renew for like terms unless Agility or Customer provide the other with no less than sixty (60) days’ written notice.
2. The following table of services shall replace the services located in the Agreement:

Item Name	Description	Units	Seats
Enhanced Mobile Recovery	Mobile physical recovery solution providing office space, workstations, technology, communications equipment, and power. This solution includes coverage for the locations listed in the Agreement dated July 16 th , 2021.	-	48
Covered Locations	Number of locations covered in the event of an interruption.	114	-
Switches	Cisco ASA 5508-X	1	-
Firewalls	Cisco ASA 55XX model firewall(s)	1	-
Tape Drives	Tape drive(s) LTO 3 400/800 Gb SCSI LVD/SE	3	-
Simultaneous Mobile Declares	Number of sequential recoveries.	10	-
Generators	Emergency power generator up to 150kW in size and cables. Scheduling of fuel services can be provided upon request.	1	-
Satellite Bandwidth	Satellite connectivity up to 3Mbps. Bandwidth on demand (BOD) fees will apply at time of use. Alternatively, Agility can provide cellular 4 or 5G connectivity services billed at \$15/gb. Bandwidth speeds are dependent on carrier.	1	-
Laptops	Quick delivery of laptops with specifications equivalent or better: Intel i5 processor, 8GB RAM, 250 GB HDD in lieu of existing computers. WIFI capable, keyboard, monitor & mouse. Daily usage fees begin on day 31.	48	-
Printers	Quick delivery of a multi-function device (print/copy/scan/fax capabilities) or network printer. Daily usage fees begin on day 31.	1	-
Server	Quick delivery with specifications equivalent to or better than: Dell PowerEdge R430/HPE DL360 Gen9 or better Supports Windows Server 2019/2016/2012 Supports ESXi 7.0/6.7/6.5 16+ Processor Cores 1 TB 16 GB RAM 1 Gbps Ethernet. Daily usage fees begin on day 31.	4	-
Total Monthly Price (USD) – 12 Month Term		\$7,247.18	

3. The total monthly fee for the Agreement shall be \$7,247.18

The persons signing below on behalf of each party represent and warrant that they are duly authorized to execute this Amendment and bind their respective parties to the terms and conditions of the Agreement and those herein.

Agility Recovery Solutions, Inc.

CSURMA

Client

E-mail Address

Contact/Title

Signature

Date Signed



Micah Fallon

Sales Representative

Accepted and Approved By

Signature

Date Signed

Case	Type	Contact	Subject	Priority	Date Opened	Status	Owner
☐	230030 Member Test - Alert/Declare	Margaret Federico	Alert - CSU Channel Island - Hurricane Hilary - Aug 2023	High	8/21/2023 10:16	Case Closed	Jane Duford
☐	204929 Member Test - Alert/Declare	Jennifer Sorenson	Cal State USB - Mobile Units #5	High	10/26/2022 10:53	Case Closed	Greg Tillotson
☐	204928 Member Test - Alert/Declare	Jennifer Sorenson	Cal State USB - Mobile Units #4	High	10/26/2022 10:52	Case Closed	Greg Tillotson
☐	204927 Member Test - Alert/Declare	Jennifer Sorenson	Cal State USB - Mobile Units #3	High	10/26/2022 10:51	Case Closed	Greg Tillotson
☐	204926 Member Test - Alert/Declare	Jennifer Sorenson	Cal State USB - Mobile Units #2	High	10/26/2022 10:50	Case Closed	Greg Tillotson
☐	204925 Member Test - Alert/Declare	Jennifer Sorenson	Cal State USB - Mobile Units #1	High	10/26/2022 10:49	Case Closed	Greg Tillotson
☐	204101 Member Test - Alert/Declare	Zachary Gifford	Cal State USB - Mobile Units (Initial)	High	9/16/2022 16:24	Case Closed	Greg Tillotson

2024 Renewal for CSURMA



RENEWAL AMENDMENT No. 1

This is an amendment (“Amendment”) to the Agility Recovery Product Terms (together with all schedules, exhibits, or statements of work thereto collectively the “Agreement”) between Agility Recovery Solutions, Inc. (“Agility”) and CSURMA (“Customer”) dated July 16th, 2021. Except as specifically amended below, the Agreement shall remain unmodified and in full force and effect.

The terms and conditions of the Agreement shall be modified as follows:

1. The Term of the Agreement shall be until July 15th, 2025. Thereafter the Agreement shall renew for like terms unless Agility or Customer provide the other with no less than sixty (60) days’ written notice.

2. The following table of services shall replace the services located in the Agreement:

Item Name	Description	Units	Seats
Enhanced Mobile Recovery	Mobile physical recovery solution providing office space, workstations, technology, communications equipment, and power. This solution includes coverage for the locations listed in the Agreement dated July 16 th , 2021.	-	48
Covered Locations	Number of locations covered in the event of an interruption.	114	-
Switches	Cisco ASA 5508-X	1	-
Firewalls	Cisco ASA 55XX model firewall(s)	1	-
Tape Drives	Tape drive(s) LTO 3 400/800 Gb SCSI LVD/SE	3	-
Simultaneous Mobile Declares	Number of sequential recoveries.	10	-
Generators	Emergency power generator up to 150kW in size and cables. Scheduling of fuel services can be provided upon request.	1	-
Satellite Bandwidth	Satellite connectivity up to 3Mbps. Bandwidth on demand (BOD) fees will apply at time of use. Alternatively, Agility can provide cellular 4 or 5G connectivity services billed at \$15/gb. Bandwidth speeds are dependent on carrier.	1	-
Laptops	Quick delivery of laptops with specifications equivalent or better: Intel i5 processor, 8GB RAM, 250 GB HDD in lieu of existing computers. WIFI capable, keyboard, monitor & mouse. Daily usage fees begin on day 31.	48	-
Printers	Quick delivery of a multi-function device (print/copy/scan/fax capabilities) or network printer. Daily usage fees begin on day 31.	1	-
Server	Quick delivery with specifications equivalent to or better than: Dell PowerEdge R430/HPE DL360 Gen9 or better Supports Windows Server 2019/2016/2012 Supports ESXi 7.0/6.7/6.5 16+ Processor Cores 1 TB 16 GB RAM 1 Gbps Ethernet. Daily usage fees begin on day 31.	4	-
Total Monthly Price (USD) – 12 Month Term		\$6,948.40	

3. The total monthly fee for the Agreement shall be \$6,948.40

The persons signing below on behalf of each party represent and warrant that they are duly authorized to execute this Amendment and bind their respective parties to the terms and conditions of the Agreement and those herein.

Agility Recovery Solutions, Inc.

RENEWAL AMENDMENT No. 1



CSURMA

Client

zgifford@calstate.edu

E-mail Address

Zachary Gifford

CSURMA Secretary Auditor

Contact/Title

DocuSigned by:

Zachary Gifford

Signature

2/26/2024

Date Signed

Micah Fallon

Sales Representative

Kevin Fisher

General Manager

Accepted and Approved By

DocuSigned by:

Kevin Fisher

Signature

2/14/2024

Date Signed



36-Month Agreement Proposal Prepared for CSURMA (California State University Risk Management Authority)





Item Name	Description	Units	Seats
Enhanced Mobile Recovery	Mobile physical recovery solution providing office space, workstations, technology, communications equipment, and power. This solution includes coverage for the following location(s): 1. 100 Pine Street, 11th Floor, San Francisco, CA 94111 See 2021 CSURMA covered location summary.	-	48
Covered Locations	Number of locations covered in the event of an interruption.	114	-
Sequential Mobile Declares	Number of sequential recoveries.	10	-
Generators	Emergency power generator up to 150kW in size. Scheduling of fuel services can be provided upon request.	1	-
Satellite Bandwidth	Access to a satellite terminal capable of up to 3Mbps. Bandwidth on demand (BOD) fees will apply. Includes a router with 5G/LTE capabilities, based on coverage availability. Speed ranges from 5 to 40Mbps down and 2 to 5Mbps up. A data usage fee of \$15 per GB will apply.	1	-
Laptops	i3 Dual- Core processor 8GB RAM 120GB HDD WIFI capable, keyboard, monitor & mouse	48	-
Printers	Number of laser printers or multifunction printers.	1	-
Servers	Intel 64 bit (2) 2.33 GHz 4 Core 16 GB RAM 500 GB HDD RAID DVD-ROM 2 Ethernet Ports	4	-
Switches	Cisco ASA 5508-X	1	-
Firewalls	Cisco ASA 55XX model firewall(s)	1	-
Tape Drives	Tape drive(s) LTO 3 400/800 Gb SCSI LVD/SE	3	-
Preparis Recovery	A secure, Cloud-based platform for building a digital recovery profile and storing your business continuity plan to help facilitate your recovery. The digital recovery profile, accessible from a desktop or mobile device, provides an up-to-date outline of mission-critical assets that Agility can provide in the event of a business interruption, as well as a list of your essential contacts, and your business continuity plan.	-	Included
myAgility	myAgility is a secure online planning platform that serves as the backbone of your recovery strategy and allows you to easily send emergency alert notifications when every second counts. Within the planning platform, you can build a recovery profile, develop an internal communications strategy, and store critical documents to help facilitate your recovery.	-	Included
Total Monthly Price (USD)			\$6589

2021 CSURMA Covered Location Summary

Agility will provide coverage for location(s) identified below:

Campus	Organization	Address	City	Zip Code
Bakersfield	California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311-1022
Channel Islands	California State University, Channel Islands	One University Drive, Solano Hall 1122	Camarillo	93012-8599
Chico	California State University, Chico	First and Normal Streets	Chico	95929
Dominguez Hills	California State University, Dominguez Hills	1000 East Victoria Street Welch Hall, 4th Floor, B-470	Carson	90747
East Bay	California State University, East Bay	25800 Carlos Bee Blvd.	Hayward	94542
Fresno	California State University, Fresno	2311 East Bartstow, MS PO14	Fresno	93740-8022
Fullerton	California State University, Fullerton	2600 E. Nutwood Ave., Ste 700	Fullerton	92834-9480
Humboldt	Humboldt State University	1 Harpst Street	Arcata	95521
Long Beach	California State University, Long Beach	1250 Bellflower Blvd.	Long Beach	90840
Los Angeles	California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
Maritime Academy	California Maritime Academy	200 Maritime Academy Drive	Vallejo	94590

Monterey Bay	California State University, Monterey Bay	100 Campus Center, Ryan Ranch Physical Address: 8 Upper Ragsdale, Monterey, CA	Seaside	93955
Northridge	California State University, Northridge	18111 Nordhoff Street	Northridge	91330
Pomona	California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
Sacramento	California State University, Sacramento	6000 J Street	Sacramento	95819
San Bernardino	California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego	San Diego State University	5500 Campanile Drive, AD 100	San Diego	92182-1625
San Francisco	San Francisco State University	1600 Holloway Ave. ADM 252	San Francisco	94132
San Jose	San Jose State University	One Washington Square	San Jose	95192
San Luis Obispo	California Polytechnic State University, SLO	1 Grand Avenue Bldg 80 Rm 102	San Luis Obispo	93407-0140
San Marcos	California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma	Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
Stanislaus	California State University, Stanislaus	801 W. Monte Vista Avenue	Turlock	95382
Chancellor's Office	California State University, Office of the Chancellor	401 Golden Shore, 5th Floor	Long Beach	90802
Bakersfield	Associated Students, California State University, Bakersfield, Inc.	9001 Stockdale Highway	Bakersfield	93311-1022
Bakersfield	California State University, Bakersfield Auxiliary for Sponsored Programs and Administration	9001 Stockdale Highway, ADM 37	Bakersfield	93311-1022

Bakersfield	California State University, Bakersfield Foundation	9001 Stockdale Highway, ADM 37	Bakersfield	93311-1022
Bakersfield	California State University, Bakersfield Student Union	9001 Stockdale Highway, ADM 37	Bakersfield	93311-1022
Chancellor's Office	California State University Foundation	401 Golden Shore, 6th Floor	Long Beach	90802
Chancellor's Office	California State University Institute	401 Golden Shore, 5th Floor	Long Beach	90802
Channel Islands	Associated Students of California State University, Channel Islands	One University Drive, Solano Hall 1122	Camarillo	93012- 8599
Channel Islands	California State University, Channel Islands Foundation	One University Drive, Solano Hall 1122	Camarillo	93012- 8599
Channel Islands	CI University Auxiliary Services, Inc.	One University Drive	Camarillo	93012- 8599
Chico	Associated Students of California State University, Chico	Administration Office 757 400 W 1st St.	Chico	95929
Chico	Auxiliary Organization Associations	P.O. Box 2177	Chico	95927- 2177
Chico	The CSU, Chico Research Foundation	25 Main Street, Sutie 206	Chico	95928
Chico	The University Foundation, California State University, Chico	CSU Chico, Bldg 25 Ste 203	Chico	95929- 0246
Dominguez Hills	Associated Students, California State University, Dominguez Hills	1000 East Victoria Street	Carson	90747
Dominguez Hills	California State University, Dominguez Hills Foundation	1000 East Victoria Street	Carson	90747
Dominguez Hills	California State University, Dominguez Hills Philanthropic Foundation	1000 East Victoria Street	Carson	90747
Dominguez Hills	The Donald P. and Katherine B. Loker University Student Union, Inc.	1000 East Victoria Street	Carson	90747

East Bay	Associated Students, California State University, East Bay	25800 Carlos Bee Blvd.	Hayward	94542
East Bay	Cal State East Bay Educational Foundation	25800 Carlos Bee Blvd.	Hayward	94542
East Bay	California State University, East Bay Foundation, Inc.	25800 Carlos Bee Blvd.	Hayward	94542
Fresno	Associated Students, California State University, Fresno	2771 East Shaw Avenue, M/S OF33	Fresno	93710
Fresno	California State University, Fresno Association, Inc.	2771 East Shaw Avenue, M/S OF33	Fresno	93710
Fresno	California State University, Fresno Foundation	4910 N. Chestnut Avenue	Fresno	93726
Fresno	Fresno State Programs for Children, Inc.	2771 East Shaw Avenue, M/S OF33	Fresno	93710
Fresno	The Agricultural Foundation of California State University, Fresno	2771 East Shaw Avenue, M/S OF33	Fresno	93710
Fresno	The California State University, Fresno Athletic Corporation	5305 N Campus Drive #153	Fresno	93740
Fullerton	Associated Students California State University, Fullerton, Inc.	800 N. State College Boulevard, Titan Student Union 218	Fullerton	92834- 6828
Fullerton	Cal State Fullerton Philanthropic Foundation	2601 E. Nutwood Avenue, #850	Fullerton	92831- 3106
Fullerton	CSU Fullerton Auxiliary Services Corporation	1121 N. State College Blvd.	Fullerton	92831- 3104
Humboldt	Associated Students, Humboldt State University	1 Harpst Street	Arcata	95519
Humboldt	Humboldt State University Center	1 Harpst Street	Arcata	95521
Humboldt	Humboldt State University Foundation (Advancement Foundation)	1 Harpst Street	Arcata	95521

Humboldt	Humboldt State University Real Estate Holdings	HSUAF, 1 Harpst Street - NHW 208	Arcata	95521
Humboldt	Humboldt State University Sponsored Programs Foundation	1 Harpst Street	Arcata	95521
Long Beach	Associated Students, California State University, Long Beach	1212 Bellflower Blvd., Suite 313W	Long Beach	90840
Long Beach	California State University, Long Beach Research Foundation	6300 State University Drive, Suite 332	Long Beach	90815
Long Beach	CSULB 49er Foundation	6300 State University Drive, Suite 332	Long Beach	90815
Long Beach	Forty-Niner Shops, Inc., CSU Long Beach	6049 East 7th Street	Long Beach	90840
Los Angeles	Associated Students, California State University, Los Angeles, Inc.	5154 State University Drive, KHD 138	Los Angeles	90032- 8636
Los Angeles	Cal State L.A. University Auxiliary Services, Inc.	5154 State University Drive	Los Angeles	90032
Los Angeles	California State University, Los Angeles Foundation	5151 State University Drive 8th Flr., Admin. Bldg	Los Angeles	90032- 8502
Los Angeles	University-Student Union at California State University, Los Angeles	5154 State University Drive KH	Los Angeles	90032- 8636
Maritime Academy	California Maritime Academy Foundation, Inc.	200 Maritime Academy Drive	Vallejo	94590
Maritime Academy	The Associated Students of the California Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
Monterey Bay	Foundation of California State University, Monterey Bay	100 Campus Center, Ryan Ranch Physical Address: 8 Upper Ragsdale, Monterey, CA	Seaside	93955
Monterey Bay	The University Corporation at Monterey Bay	100 Campus Center, Ryan Ranch Physical Address: 8 Upper	Seaside	93955

		Physical Address: 8 Upper Ragsdale, Monterey, CA		
Monterey Bay	Otter Student Union (OSU)	100 Campus Center, Ryan Ranch	Seaside	93955
		Physical Address: 3116 Inter-Garrison Road, Seaside, CA		
Northridge	Associated Students, California State University, Northridge, Inc.	18111 Nordhoff Street Room 100	Northridge	91330-8260
Northridge	California State University, Northridge Foundation	18111 Nordhoff Street	Northridge	91330
Northridge	North Campus University Park Development Corporation	18111 Nordhoff Street	Northridge	91330-8309
Northridge	The University Corporation, CSU Northridge	18111 Nordhoff Street	Northridge	91330-8209
Northridge	University Student Union of California State University, Northridge	18111 Nordhoff St, Room A117	Northridge	91330-8272
Pomona	Associated Students Inc., California State Polytechnic University, Pomona	3801 West Temple Avenue, Building 35, Rm 2122	Pomona	91768
Pomona	The Cal Poly Pomona Foundation, Inc.	3801 West Temple Avenue, Building 55	Pomona	91768-4038
Pomona	The Cal Poly Pomona Philanthropic Foundation	3801 West Temple Avenue	Pomona	91768
Sacramento	Associated Students of California State University, Sacramento	6000 J Street	Sacramento	95819-6011
Sacramento	Capital Public Radio, Inc., CSU Sacramento	7055 Folsom Blvd.	Sacramento	95826
Sacramento	The University Foundation at Sacramento State	6000 J Street, MS 6030	Sacramento	95819-6026
Sacramento	University Enterprises, Inc., CSU Sacramento	6000 J Street, Bookstore Bldg., #3900	Sacramento	95819
Sacramento	University Union Operation of CSUS, Inc.	6000 J Street	Sacramento	95819-6017

San Bernardino	Associated Students Inc., California State University, San Bernardino	5500 University Parkway	San Bernardino	90806-2430
San Bernardino	CSUSB Philanthropic Foundation	5500 University Parkway	San Bernardino	92407
San Bernardino	Santos Manuel Student Union of California State University, San Bernardino	5500 University Parkway	San Bernardino	92407-2397
San Bernardino	University Enterprises Corporation at CSUSB	5500 University Parkway	San Bernardino	90806
San Diego	Associated Students, San Diego State University	5500 Campanile Drive	San Diego	92182
San Diego	Aztec Shops, Ltd.	5250 Campanile Drive	San Diego	92182-1942
San Diego	San Diego State University Research Foundation	Gateway Center, 5250 Campanile Drive	San Diego	92182
San Francisco	Associated Students, Inc., San Francisco State University	1650 Holloway Avenue C138	San Francisco	94132
San Francisco	San Francisco State University Foundation	1600 Holloway Avenue	San Francisco	94132
San Francisco	The University Corporation, San Francisco State	1600 Holloway Avenue, ADM 361	San Francisco	94132
San Jose	Associated Student, San Jose State University	One Washington Square	San Jose	95192-0128
San Jose	San Jose State University Research Foundation	210 N. Fourth Street, 4th Floor	San Jose	95112
San Jose	Spartan Shops, Inc., San Jose State University	One Washington Square	San Jose	95192-0153
San Jose	The Student Union of San Jose State University	290 South 7th Street	San Jose	95192-0201
San Jose	The Tower Foundation, San Jose State University	One Washington Square	San Jose	95112-3613

San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo	University Union Building 65, Room 212	San Luis Obispo	93407
San Luis Obispo	Cal Poly Corporation	Corporation Business Office, Bldg #15	San Luis Obispo	93407
San Luis Obispo	California Polytechnic State University Foundation	Heron Hall 117, Room 215	San Luis Obispo	93407
San Marcos	Associated Students of California State University, San Marcos	333 S. Twin Oaks Valley Rd., USU 2200	San Marcos	92078-4362
San Marcos	California State University San Marcos Corporation (UARSC)	Craven Hall 5111 333 S Twin Oaks Valley Road	San Marcos	92096-0001
San Marcos	The California State University San Marcos Foundation	435 E. Carmel Street	San Marcos	92078
Sonoma	Associated Students of Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
Sonoma	Sonoma State Enterprises, Inc.	1801 East Cotati Avenue	Rohnert Park	94928
Sonoma	Sonoma State University Foundation (Academic Foundation)	1801 East Cotati Avenue	Rohnert Park	94928
Stanislaus	Associated Students, Inc., California State University, Stanislaus	One University Circle	Turlock	95382
Stanislaus	California State University, Stanislaus Auxiliary and Business Services	One University Circle MSR 271	Turlock	95382
Stanislaus	California State University, Stanislaus Foundation	One University Circle - MSR 275	Turlock	95382
Stanislaus	University Student Union of California State University, Stanislaus	One University Circle	Turlock	95382



Terms and Conditions

The initial term of Agreement shall be 36 months from the effective date.

Execution of this Agreement shall terminate the Master Recovery Services Agreement dated July 01, 2019, between CSURMA and Agility Recovery Solutions, Inc. (Agility) together with all amendments, addenda and schedules thereto. Termination of the agreement described in this section shall not affect any amounts payable to Agility pursuant to such agreements. Fees incurred prior to the effective date of termination shall remain payable in full.

Agility shall invoice Monthly, in advance, all subscription fees for the services outlined. Agility shall invoice all other fees, charges, and expenses payable by CSURMA in arrears on a monthly basis. Payment shall be due Net 30 after the date of invoice.

By signing this Agreement, Agility Recovery Solutions, Inc. "Agility" and CSURMA ("Customer") agree to be bound by the "Agility Recovery Product Terms" found below as Exhibit A

This Agreement is subject to payment of the fees listed and adherence to the Agility Recovery Product Terms. Please sign this Agreement to signify your agreement and return a signed version to the Agility contact below.

Please note the pricing of this Agreement is only valid until June 30, 2021.



Service Level Agreements

Mobile

Agility shall maintain a support telephone service which the Customer shall use to declare that a disaster has occurred at a Customer location identified in this Agreement. Upon such declaration, Agility will provide an estimate of costs for approval by the Customer prior to any deployment. Agility shall deliver disaster recovery services for one (1) mobile unit within twenty-four (24) to seventy-two (72) hours of receiving cost approval from Customer (subject to the terms of the Agreement) and one (1) mobile unit every twenty-four (24) to forty-eight (48) hours thereafter.

QuickShip

Agility shall maintain a support telephone service which the Customer shall use to declare that a disaster has occurred at a Customer location identified in this Agreement. Upon such declaration, Agility will provide an estimate of costs for approval by the Customer prior to any deployment. Agility shall deliver disaster recovery services for up to one hundred (100) imaged personal computers within twenty-four (24) to thirty-six (36) hours of receiving cost approval from Customer (subject to the terms of the Agreement).

Power

Agility shall maintain a support telephone service which the Customer shall use to declare that a disaster has occurred at a Customer location identified in this Agreement. Upon such declaration, Agility will provide an estimate of costs for approval by the Customer prior to any deployment (subject to the terms of the Agreement). Agility shall deliver disaster recovery services for generators 300kW and below within six (6) to twelve (12) hours of receiving cost approval from Customer. Generators 500kW to 1mW will be delivered within twelve (12) to twenty-four (24) hours of receiving cost approval from Customer. Generators over 1mW will be delivered based on availability.

**CSURMA**

Name

Title Secretary-Auditor, CSURMA

Signature

DocuSigned by:

Zachary Gifford

EF2254FFCAE5404...

Signature date 7/16/2021

AGILITY RECOVERY SOLUTIONS, INC.Agility Sales
Representative

Rob Sarno

Accepted &
Approved ByStuart Bloj, Corporate
Secretary

Signature

A handwritten signature in black ink, appearing to read "S. Bloj", written over a light blue rectangular background.

Signature date

June 15, 2021

Exhibit A

Agility Recovery Product Terms

THESE TERMS TOGETHER WITH YOUR EXECUTED DOCUMENTATION INCORPORATING THESE TERMS BY REFERENCE (COLLECTIVELY THE "AGREEMENT") GOVERNS YOUR USE OF AGILITY PRODUCTS, EQUIPMENT AND/OR SERVICES (COLLECTIVELY THE "SERVICES"). BY ACCEPTING THIS AGREEMENT AND/OR BY USING THE SERVICES YOU AGREE TO THE TERMS OF THE AGREEMENT. IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. SERVICE FEES AND PAYMENTS

In addition to fees described in the Agreement, the Customer shall reimburse Agility for any applicable taxes (excluding taxes on income), customs, duties and government impositions and charges incurred in connection with the Agreement. Agility will provide a flat-rate for the initial term and reserves the right to increase Service fees by 5% annually thereafter. Should Customer fail to pay any invoice by its due date, Customer will be responsible for paying Agility all late payment and/or interest charges as outlined in such invoice.

2. TERM

After the initial term of the Agreement, the Agreement shall automatically renew for 12 (twelve) months and no more than two consecutive 12 (twelve) month renewals, unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term or the parties agree in writing to a different time period.

3. REPRESENTATIONS AND WARRANTIES

Agility warrants that the Services required to be performed hereunder will be performed in a competent and workmanlike manner. Equipment provided hereunder may be substituted by equivalent or better goods at Agility's discretion. Customer's sole remedy and Agility's sole obligation in the event of a breach of the foregoing warranty shall be for Agility, at Agility's option: (i) to re-perform the defective Services or (ii) to refund the amounts paid by Customer for the Services which were not as warranted. EXCEPT FOR THE WARRANTY IN THIS SECTION, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED

WARRANTY ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING, ARE HEREBY EXPRESSLY DISCLAIMED.

4. LIMITATION OF DAMAGES

Agility shall have no liability for damages resulting from personal injury, death or property damage, except to the extent such injury, death or property damages results from the negligence, gross negligence or willful misconduct of Agility employees. Under no circumstances shall a party be liable to the other for indirect, punitive, special, exemplary or consequential damages (including, but not limited to, lost profits, loss of business or other economic loss) in connection with or arising out of this Agreement or any of the Services rendered or equipment supplied under this Agreement.

5. INDEMNIFICATION

Agility and Customer (each an "Indemnifying Party") shall defend, indemnify and hold harmless (collectively "Indemnify") the other and its affiliates, and its and their officers, directors, employees, agents, affiliates, successors and assigns (the "Indemnitees"), from and against any and all costs, damages, liabilities, losses, fines, fees and expenses (including reasonable attorneys' fees) (collectively "Costs"), arising out of or related to any third-party claim, demand, or action (each, a "Claim") for (i) any alleged injury to or death of persons (including but not limited to third parties, employees of Customer or Agility) and any alleged loss of or damage to property (including but not limited to that of Customer or Agility and their respective employees) to the extent caused by the negligence, gross negligence or willful misconduct of the Indemnifying Party and its employees, and agents in connection with the performance of this Agreement; and (ii) any breach by the Indemnifying Party of any of its material obligations under this Agreement. The Indemnifying Party's obligation to Indemnify the other party's Indemnitees is contingent upon (i) the Indemnatee's providing the Indemnifying Party with prompt written notice of any Claim (provided, however, any failure to provide such prompt notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent materially prejudiced thereby) and (ii) the Indemnatee's providing the Indemnifying Party with reasonable cooperation and assistance (at the Indemnifying Party's cost and upon its request) in the defense and settlement of any such Claim. The Indemnifying Party will not enter into any settlement that requires it to admit any wrongdoing without the other party's prior written consent. The Indemnatee may, at its option, participate in the settlement or defense of any Claim with its own counsel at its own expense.

6. CONFIDENTIALITY

All non-public information that is designated as confidential shall be regarded as confidential information hereunder ("Confidential Information"). Each of the parties

(the "Receiving Party") shall not use any Confidential Information of the other party (the "Disclosing Party") for any purpose other than to perform its obligations hereunder. The Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to any third party other than its employees, agents and representatives who have a need to know such information in order to perform the Receiving Party obligations hereunder. Information, however, shall not be considered Confidential Information hereunder if it (i) is or becomes a part of the public domain through no breach of this Agreement by the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure; (iii) is lawfully disclosed to the Receiving Party by a third-party that had the right to make such disclosure without restriction on disclosure; or (iv) is independently developed by the Receiving Party without the use of any of the Disclosing Party's Confidential Information. The Receiving Party shall not be in violation of this Section for disclosure of the other party's Confidential Information that is required to be disclosed pursuant to law or governmental or judicial process (collectively, "Legal Process"), provided that (i) notice is promptly provided (if lawful) to the Disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure and/or seek a protective order; (ii) discloses only as much Confidential Information as is necessary to comply with the Legal Process; and (iii) identifies the information disclosed as being Confidential Information of the Disclosing Party. Any Legal Process disclosure shall not make the disclosed information non-confidential. Upon termination or expiration of this Agreement for any reason, all Confidential Information of the other party (including analyses, copies and extracts thereof) shall, at the Disclosing Party's written request, be promptly returned or destroyed.

7. TERMINATION

Either party may terminate this Agreement if the other party is in Default. "Default" shall mean when the party: (i) materially breaches this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach, or (ii) enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due, or ceases to carry on business.

8. DEFAULT

If Customer is in Default of this Agreement, Agility may pursue any one or more of the following remedies:

- Take immediate possession any Services or equipment in Customer's possession;
- Deny access to Agility facilities (either fixed or mobile);
- Not provide one or more Services in the event of a declared disaster;
- Suspend performance of any or all Services contracted for under this Agreement;
- Pursue any additional or alternative remedies available at law or in equity.

9. FORCE MAJEURE

"Force Majeure Event" means an event that is beyond the reasonable control of Agility (including, but not limited to, acts of God, acts of terrorism, strikes, lock-outs, wars and war operations, failures that result from equipment owned or operated by third parties not affiliated with Agility, restraints of government, lack or unavailability of the Internet or any communication systems, or severe inclement weather) which Agility believes will delay or prevent it from performing any obligation under this Agreement. Agility shall provide the Customer with reasonable notice of any Force Majeure Event, and to the extent and for the period of time that Agility is delayed or prevented from performing any obligation under this Agreement because of a Force Majeure Event such performance shall be excused. Agility shall be not liable to the Customer or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any Force Majeure Event. Agility will use commercially reasonable efforts to restore and provide contracted Services under this Agreement as soon as reasonably feasible after a Force Majeure Event.

10. DISPUTES

Each party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. This Agreement shall be governed in all respects by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). The seat or place of arbitration shall be Los Angeles County, California. The arbitrator's powers shall include the power to determine the scope of the arbitration, including the arbitrability of any issues raised by either party, the power to grant any relief which may be granted by a court of law or equity, including money damages, specific performance, injunctive relief, both temporary and permanent, or other equitable relief. The parties agree (i) to share equally the cost of the arbitration, except that each party shall pay and bear its own attorney's fees and attorney related costs and (ii) that the arbitrator shall not have the power to award costs or attorney's fees to the prevailing party. The award rendered by the arbitrator shall be final, non-reviewable and non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration, or in default thereof appointed by the AAA in accordance with the Commercial Rules. No action, regardless of form, arising out of transactions under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued. This limitation shall not apply to collection of any

accrued amounts owed by Customer to Agility.

11. TRADEMARKS

Except as expressly permitted in this Agreement, neither party hereto shall use any of the other party's trademarks, trade names or service marks in any manner, without the prior written consent of the other party. Notwithstanding the foregoing, Customer acknowledges that Agility may use Customer's name in written and spoken communication with prospective customers of the Services and general customer lists.

12. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement without consent in connection with the sale of all or substantially all of its business, provided such party provides the other party with prompt written notice of such sale and assignment. No assignment shall relieve Customer of its obligations with respect to payments that become due prior to the assignment. This Agreement shall be binding upon the parties' respective successors and assigns.

13. ENTIRE AGREEMENT

The Agreement constitutes the entire and integrated agreement, including any addendums that may be made to these terms, between Agility and Customer with respect to the subject matter herein. The Agreement may not be modified except by a written document signed by representatives of both parties. In the event of a conflict between this Agreement and the terms of written document modifying the terms of the Agreement, including a cost accounting summary for a disaster event, the terms of such additional document shall prevail. All terms and conditions set forth in any Customer-supplied document which are not agreed to by Agility in writing and conflict with or add to the terms of the Agreement shall not be binding on Agility and are hereby rejected.

Additional Terms and Conditions for Services where physical delivery to Customer is required:

1. EXPENSES

Customer shall be responsible for recovery or test event expenses incurred, including, but not limited to; setup or uninstall of the Services, travel and living expenses of Agility personnel, network engineering, satellite space segment charges, rental fees, usage fees, fuel charges, and transport of the Services to and from the Customer's recovery facility or test location. Upon request, Agility will provide an accounting of costs to Customer for approval prior to deployment.

The approved cost of recovery is considered to be a purchase order for billing purposes. For the purposes of approval pursuant to this section, each party (i) consents to the signing of the estimated cost of recovery via Docusign and (ii) agrees to obtain any necessary consent of, and give all necessary notice of such Docusign agreement to, its relevant personnel. In a disaster declaration where time may be of the essence and written approval impracticable, each party (i) consents to the recording of telephone conversations between the relevant personnel of the parties in connection with authorization of expenses, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recordings to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence for any dispute arising from the Agreement.

2. RISK OF LOSS OR EQUIPMENT DAMAGE

Customer shall bear the risk of loss and/or damage to all equipment from the time such equipment is delivered to Customer's premises (in accordance with Customer's instructions) until Agility retakes possession of such equipment. Notwithstanding the foregoing, Customer shall not be liable for loss or damage to deployed equipment caused by Agility employees or contractors.

3. MULTIPLE DISASTERS

A "Multiple Disaster" means a period when one (1) or more disasters are declared by Customer and one (1) or more disasters are declared by another customer of the Services; entitling Customer and such other customer access to use all of or part of the same Services for the same or an overlapping period of time. The availability of the Services during a Multiple Disaster shall be on a first-come, first-served basis and Agility shall not under any circumstance be liable to Customer for any lack of availability.

Additional Terms and Conditions for Professional Services

1. WORKING PRACTICE

Customer will designate a representative to be the project sponsor for the Services. This representative will be the focal point for all communications relative to the Services and will have the authority to act on Customer's behalf in matters regarding Agility's provision of such Services.

Customer will provide adequate working space at Customer's site for Agility to work if on site. Customer's employees will be made reasonably available to Agility for planned meetings, to answer questions, and to provide information concerning the project (existing plans, processes, procedures, recovery strategy, etc.) in a timely fashion. Customer will ensure participation of key personnel in meetings.

2. PROJECT ASSUMPTIONS

All work will be performed during normal business hours, Monday through Friday, except applicable holidays. Agility shall not have responsibility for any product that is not provided by nor any task that is not performed by Agility during the course of the engagement. Failure of Customer to provide accurate information regarding processes, recovery tasks, or business requirements may add time and cost to the project. Agility is not responsible for delays, errors, or omissions caused or incurred by other parties.

3. INDEPENDENT CONTRACTOR

The relationship created under this Agreement between Agility and Customer is that of independent contractors and nothing contained in this contract or the performance of any of the services hereunder shall be construed as creating an employee or partnership relationship. Neither Agility nor any of its employees, agents, subcontractors, or anyone working for or on behalf of Agility are an employee of Customer and are not entitled to the provision by Customer of any employee benefits. Customer shall not be responsible for payment of, and Agility shall not make a claim against Customer for worker's compensation, disability benefits, or unemployment insurance. Agility shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors.

AIME PROGRAMS UPDATE

ISSUE: The Athletic Injury Medical Expense (AIME) program continues to address the insurance and risk management needs of its members.

The Executive Committee Liaison for AIME, will report on the activities of the AIME Committee.

RECOMMENDATION: This item is for information only; no action is required on this item at today's meeting.

FISCAL IMPACT: None.

BACKGROUND: AIME is designed to cover medical expenses arising from injuries to student athletes while practicing or competing in inter-collegiate sports programs of the university.

PUBLICATION: None.

ATTACHMENT(S): None.

AORMA PROGRAMS UPDATE

ISSUE: The Auxiliary Organizations Risk Management Alliance (AORMA) continues to address the insurance and risk management needs of its members. All Auxiliary Organizations in Good Standing purchase insurance coverage through the AORMA.

The AORMA Chair, will report on the activities of the AORMA Committee.

RECOMMENDATION: No action is required on this item at today's meeting.

FISCAL IMPACT: None.

BACKGROUND: The AORMA was first marketed to CSU Auxiliary Organizations in 1998. Since that time, the program has grown from 12 members to 86 members, and represents 100% participation.

PUBLICATION: None.

ATTACHMENT(S): None.

CSURMA COMMITTEE MEMBER PROFESSIONAL DEVELOPMENT

ISSUE: Policy and Procedure No. 12 states, “it is in the best interest of the Authority that individuals who serve on the CSURMA Executive Committee are knowledgeable of the administrative workings of joint powers authorities and risk management practices, procedures, and insurance markets. It shall be the policy of the CSURMA to fund annually travel for Executive Committee Members who elect to attend professional development training and conferences ...” Eligible programs include risk management related courses and attendance at conferences such as PARMA, CAJPA, PRIMA, URMIA, or other similar professional conferences.

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

FISCAL IMPACT: If the Board of Directors adopts a budget that includes travel expenses for Executive Committee professional development, then travel during the applicable fiscal year will be approved and reimbursed. Allowable expenses include registration costs up to \$1,500 and travel expenses.

BACKGROUND: Additional information can be found directly on the associations’ websites.

- www.urmia.org - University Risk Management and Insurance Association
- www.parma.com - Public Agency Risk Management Risk Management Association
- www.primacentral.org - Public Risk Management Association
- www.cajpa.org - California Association of Joint Powers Authorities
- www.agrip.org - Association of Governmental Risk Pools
- www.cccworkcomp.org - California Coalition on Workers’ Compensation

PUBLICATION: None.

ATTACHMENT(S):

- a. Policy and Procedure No. 12 – CSURMA Committee Member Professional Development

CSURMA**POLICY AND PROCEDURE NO. 12**

ADOPTED: March 24, 2011, March 21, 2014, January 10, 2016, October 28, 2022

EFFECTIVE: March 24, 2011

SUBJECT: CSURMA COMMITTEE MEMBER PROFESSIONAL
DEVELOPMENT

Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.

POLICY:

It is in the best interest of the Authority that individuals who serve on the CSURMA Executive Committee are knowledgeable of the administrative workings of joint powers authorities and risk management practices, procedures, and insurance markets. It shall be the policy of the CSURMA to fund annually travel for Executive Committee Members who elect to attend professional development training and conferences as described in this Policy and Procedure.

PROCEDURE:

1. If the Board of Directors adopts a budget that includes travel expenses for Executive Committee professional development, then travel during the applicable fiscal year will be approved and reimbursed pursuant to this Policy and Procedure.
2. The Executive Committee member may submit to the Secretary-Auditor a written request to attend a professional development program. Eligible programs shall include risk management related courses and attendance at conferences such as PARMA, CAJPA, PRIMA, URMIA, NACUBO, WACUBO or other similar professional conferences.

Allowable Expenses

- a) Registration cost of registering for the Professional Development conference in the amount not to exceed 2,500.00, and
 - b) Travel Expenses pursuant to CSURMA Policy and Procedure No. 17 – Travel Reimbursement.
3. The Attendee will provide the Executive Committee or Board of Directors with a verbal or written report of information gained from the professional development program attended.

CSURMA MEETING CALENDARS

ISSUE: The Program Administrator includes a current copy of the CSURMA meeting calendars in every agenda.

RECOMMENDATION: No action is requested on this item.

FISCAL IMPACT: None.

BACKGROUND: None.

PUBLICATION: None.

ATTACHMENT(S):

- a. Meeting Calendars

FY 2024/25 CSURMA MEETING CALENDAR

JULY 2024				AUGUST 2024				SEPTEMBER 2024			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
				5-6	11:00 AM	AOA EC AORMA Officers Retreat	TBD Half Moon Bay	3	10:00 AM	NEW AORMA Member Orientation	Zoom
								3	11:00 AM	NEW EC Member Orientation	Zoom
								4	11:00 AM	AORMA	Irvine
								5	9:00 AM	AORMA LRP	Irvine
								6	8:30 AM	EC	Irvine
OCTOBER 2024				NOVEMBER 2024				DECEMBER 2024			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
7	8:30 AM	AIME	Zoom	AOA EC				5	10:00 AM	AORMA	Zoom
17	10:00 AM	New BOD Member Orientation	Zoom					6	8:30 AM	EC	CANCELED
25	8:30 AM	EC	CSULB								
25	10:30 AM	BOD	CSULB								
JANUARY 2025				FEBRUARY 2025				MARCH 2025			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
12-14		AOA Annual Conference	San Diego					6	2:30 PM	EC	Sacramento
13	3:00 PM	EC (AOA Conference)	San Diego					7	8:30 AM	EC LRP	Sacramento
21	8:30 AM	AIME	Zoom								
APRIL 2025				MAY 2025				JUNE 2025			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
14-18		Fitting the Pieces Together	Zoom	1	1:30 PM	AORMA	Long Beach	TBD		AOA EC	TBD
TBD	TBD	EC	@FTPT	2	8:30 AM	EC	Long Beach				
TBD	TBD	BOD	@FTPT	2	10:30 AM	BOD	Long Beach				
				12	8:30 AM	AIME	Zoom				

AORMA = Auxiliary Organizations Risk Management Alliance Committee

AIME = Athletic Injury Medical Expense Committee

AORMA LRP = AORMA Long Range Planning Meeting

AOA = CSU Auxiliary Organizations Association

BOD = CSURMA Board of Directors

EC = CSURMA Executive Committee

EC LRP = EC Long Range Planning Meeting

FY 2025/26 CSURMA MEETING CALENDAR

JULY 2025				AUGUST 2025				SEPTEMBER 2025			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
30-31	11:00 AM	AORMA Officers Retreat	Yorba Linda			AOA EC	TBD	2	10:00 AM	NEW AORMA Member Orientation	Zoom
								2	11:00 AM	NEW EC Member Orientation	Zoom
								3	2:00 PM	AORMA	Irvine
								4	9:00 AM	AORMA LRP	Irvine
								5	8:30 AM	EC	Irvine
OCTOBER 2025				NOVEMBER 2025				DECEMBER 2025			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
16	10:00 AM	New BOD Member Orientation	Zoom			AOA EC	TBD	4	10:00 AM	AORMA	Irvine
24	8:30 AM	EC	Long Beach					5	8:30 AM	EC	Irvine
24	10:30 AM	BOD	Long Beach								
27	8:30 AM	AIME	Zoom								
JANUARY 2026				FEBRUARY 2026				MARCH 2026			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
TBD	8:30 AM	AIME	Zoom					5	2:30 PM	EC	Irvine
11	3:30 PM	EC (AOA Conference)	Oakland					6	8:30 AM	EC LRP	Irvine
11-13		AOA Annual Conference	Oakland								
APRIL 2026				MAY 2026				JUNE 2026			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
				7	1:30 PM	AORMA	Long Beach	TBD		AOA EC	TBD
				8	8:30 AM	EC	Long Beach				
				8	10:30 AM	BOD	Long Beach				
					8:30 AM	AIME	Zoom				

AORMA = Auxiliary Organizations Risk Management Alliance Committee

AIME = Athletic Injury Medical Expense Committee

AORMA LRP = AORMA Long Range Planning Meeting

AOA = CSU Auxiliary Organizations Association

BOD = CSURMA Board of Directors

EC = CSURMA Executive Committee

EC LRP = EC Long Range Planning Meeting

CSURMA ADMINISTRATIVE SERVICE CALENDAR

ISSUE: This item is provided as information to advise the Executive Committee of the various recurring administrative activities and when they take place over the course of the year. It includes agenda items, noting when they appear before the Executive Committee and Board of Directors. It is to be provided for information with each agenda packet.

RECOMMENDATION: It is recommended that the Executive Committee review the CSURMA Administrative Service Calendar and provide direction to the Program Administrator as appropriate.

FISCAL IMPACT: No direct fiscal impact is expected.

BACKGROUND: None.

PUBLICATION: None.

ATTACHMENT(S):

- a. CSURMA Administrative Service Calendar

CSURMA SERVICE CALENDAR

DRAFT

CSURMA Administrative Service Calendar			
#	Task	Staff	Status
JANUARY 2025			
1	Executive Committee Nominations <i>Chair to appoint the EC Nominating Committee at January EC meeting</i> <i>EC election at the May BOD meeting</i>	Mimi Long	Completed
2	State Filing - Statement of Facts – Roster of Public Agencies - file with Secretary of State	Tevea Him	In Process
3	State Filing - Joint Powers Authority - file with Secretary of State - As Needed	Tevea Him	In Process
4	State Filing - Financial Statement to the County Auditor and State Controller	Tevea Him	Completed
5	Treasurers' Bond	Van Rin	Completed
6	Announce the new AORMA Committee open seats on the AORMA Committee at the AOA Conference	Mimi Long	Completed
7	FORM 700 - JPA ADMIN sends Form 700 to CSURMA FILERS	Tevea Him	Completed
8	AORMA Member Budget Letter (January Letter)	Mimi Long	Completed
	CSURMA AOA CONFERENCE	Mimi Long	
	CSURMA EC Meeting	Mimi Long	
	AIME Committee Meeting	Stacey Weeks	
FEBRUARY			
#	Task	Staff	Status
1	AORMA Liability Program - Reinsurance Recovery / EPL Deductible Recovery at Dec 31st	Mimi Long	Completed
MARCH			
#	Task	Staff	Status
1	Review of all CSURMA Policies and Procedures (odd in odd years / even in even years)	Mimi Long	Completed
2	Chancellor's Office Services Budget Proposals	Tevea Him	Completed
3	CSURMA Budget	Mimi Long	Completed
4	CSURMA Mid-Term Budget (Review Variance Report w/ EC)	Mimi Long	Completed
5	CSURMA Master Investment Policy	Tevea Him	Completed
6	Review and adoption of Applicable Integrated CSU Administrative Manual Policies	Tevea Him	Completed
7	Review and adoption of CSURMA's Data Security Policies	Tevea Him	Completed
8	CSU International Programs Funding	Amy Lightner	N/A
9	Campus Liability, AORMA Liability, AIME and Campus WC - Risk Pool claims audit (every odd year) <i>Req approval of auditor's proposal at the March, 2025 meeting (no approval required for WC)</i> <i>Complete the audit review June - August, 2025</i> <i>Present results at September, 2025 EC & AORMA meetings</i> <i>Present results at October, 2025 BOD meeting</i>	Mimi Long	Completed
10	Campus Risk Pools Funding Status Report (using 12/31 financials)	Mimi Long	Completed
11	Auxiliary Service Provider Report	Tevea Him	Completed
12	Campus Programs RPTG <i>Appoint RPTG committee at March, 2025 EC meeting;</i> <i>Schedule in-person RPTG meeting in July, 2025;</i> <i>Schedule follow-up virtual meeting in August, 2025;</i> <i>Present Results at September, 2025 EC meeting for FY 2026/2027 rating</i>	Mimi Long	Completed
13	Forward to the AOA EC the slate of nominees to fill the open seats on the AORMA Committee	Mimi Long	In Process
14	Completion of the Form 700 – Statement of Economic Interest	Tevea Him	Completed
15	Campus Benchmarking Report	Mimi Long	Completed
16	CSURMA Operational Review <i>Request approval to perform audit at September, 2026 EC meeting</i> <i>Present results at March, 2027 EC meeting</i> <i>Present results at May, 2027 BOD meeting</i> <i>Present results at May, 2027 AORMA Meeting</i>	Mimi Long	N/A
17	Property Appraisals, Begin the Process in 2028	Mimi Long	N/A

CSURMA SERVICE CALENDAR

DRAFT

#	Task	Staff	Status
	CSURMA EC Meeting	Mimi Long	
	CSURMA EC LRP Meeting	Mimi Long	
APRIL			
#	Task	Staff	Status
1	JPA ADMIN verifies BOD Campus Primary and Alternate representative remain in place by	Tevea Him	In Process
2	Election for AORMA Committee term beginning on July 1st (election closes April 30)	Tevea Him	Completed
3	Workers' Compensation Scorecard - Receive report from Sedgwick and distribute	Claims Admin	
MAY			
#	Task	Staff	Status
1	Approval by BOD Resolution allowing Treasurer to invest or reinvest funds (P/O Budget	Tevea Him	
2	Approval of Conflict of Interest Code by BOD every even-number year - File with FPPC as required	Tevea Him	In Process
3	Approval of Long Range Action Plan for upcoming fiscal year	Mimi Long	In Process
4	Campus Risk Pools Funding Status	Mimi Long	In Process
5	Executive Committee Nominations	Mimi Long	In Process
	<i>Chair to appoint the EC Nominating Committee at January EC meeting</i>		
	<i>EC election at the May BOD meeting</i>		
6	Adoption of the CSURMA Operating Budget	Mimi Long	In Process
7	CSURMA Quarterly Investment Report	Tevea Him	
8	Announce AORMA Committee members for the new term beginning July 1st	Tevea Him	
9	Send out appointment letters to the newly elected AORMA Committee members for the term beginning on July 1st	Tevea Him	
10	Send out appointment letters to the newly elected Executive Committee members for the term beginning on July 1st	Mimi Long	
11	CSURMA Operational Review	Tevea Him	N/A
	<i>Request approval to perform audit at September, 2026 EC meeting</i>		
	<i>Present results at March, 2027 EC meeting</i>		
	<i>Present results at May, 2027 BOD meeting</i>		
	<i>Present results at May, 2027 AORMA Meeting</i>		
	AIME Committee Meeting	Stacey Weeks	
	CSURMA BOD NMO Meeting via Teleconference	Amy Lightner	
	AORMA Committee Meeting	Mimi Long	
	CSURMA EC Meeting	Mimi Long	
	CSURMA BOD Meeting	Mimi Long	
JUNE			
#	Task	Staff	Status
1	AORMA Liability Program - Reinsurance Recovery / EPL Deductible Recovery	Van Rin	
2	Request COI from all vendor's	L. Wallace	
	<i>Expiring Contract: Agility - June 30, 2025</i>	Mimi Long	In Process
	<i>Expiring Contract: Alliant Loss Control Services - June 30, 2025</i>	Mimi Long	In Process
	<i>Expiring Contract: CO Overhead Costs - June 30, 2025</i>	Mimi Long	In Process
	<i>Expiring Contract: Employers Group Service Corp - Expires June 30, 2026</i>	Mimi Long	N/A
	<i>Expiring Contract: Praesidium - June 30, 2026</i>	Mimi Long	N/A
	<i>Expiring Contract: Sedgwick - June 30, 2030</i>	Mimi Long	N/A
	<i>Expiring Contract: Witt O'Brien's, LLC - June 30, 2026</i>	Mimi Long	N/A
	<i>Expiring Contract: UC RSS - May 7, 2026</i>	Mimi Long	N/A
	<i>Expiring Contract: Black Swan (Empathia, Inc.) - June 30, 2027</i>	Mimi Long	N/A
	<i>Expiring Contract: Ventiv / iVos - June 30, 2026</i>	Mimi Long	N/A
	<i>Expiring Contract: CO Systemwide Professional Development (AORMA online training) - Continuous</i>	Mimi Long	N/A

CSURMA SERVICE CALENDAR

DRAFT

#	Task	Staff	Status
JULY			
#	Task	Staff	Status
1	OCIP #3 - CGL & WC - Expiration Date: December 31, 2022 - 2027	Amy Lightner	
2	Financial audit prep with KPMG	Van Rin	
3	Send to CSU Accounting the approved dividends and allocation of program costs for invoicing	Van Rin	
4	Send out AORMA invoice to all members	Van Rin	
5	Request Workers' Compensation and Liability loss runs @ 6/30 – Forward to Actuary	Mimi Long	
6	Actuary Campus Liability Deductible Credits, based on June 30, 2025 losses. New deductibles 26/27, 27/28, 28/29	Mimi Long	
7	Request Liability (EPL check register) for minimum EPL deductible calculation for upcoming fiscal year	Tevea Him	
8	Final FY Payroll - request from Chancellor's Office	Mimi Long	
9	Process the Liability and Workers' Compensation dividend checks and forward to Alliant for distribution	Van Rin	
10	Distribute the Liability and Workers' Compensation dividend checks	Van Rin	
11	Request final audited payroll from all Workers' Compensation program members for expired year	Tevea Him	
12	Survey legal counsel compensation and recommend to AORMA a fair and equitable maximum allowable hourly rate, 2025	Mimi Long	
13	Workers' Compensation Scorecard - Receive report from Sedgwick and distribute (annual for AORMA)	WC Consult	
14	Campus Programs RPTG <i>Appoint RPTG committee at March, 2025 EC meeting;</i> <i>Schedule in-person RPTG meeting in July, 2025;</i> <i>Schedule follow-up virtual meeting in August, 2025;</i> <i>Present Results at September, 2025 EC meeting for FY 2026/2027 rating</i>	Mimi Long	
15	AORMA Programs RPTG <i>Appoint RPTG committee at December, 2025 AORMA Committee meeting;</i> <i>Schedule in-person RPTG meeting in July, 2026;</i> <i>Schedule follow-up virtual meeting in August, 2026;</i> <i>Present Results at September, 2025 EC meeting for FY 2027/2028 rating</i>	Mimi Long	
AORMA Officers Retreat		Mimi Long	
AUGUST			
#	Task	Staff	Status
1	Send out letter regarding Campus Appointment of CSURMA Board of Directors Members and	Tevea Him	
2	Send out letter to regarding Claims Settlement Authority Annual Confirmation	Tevea Him	
3	Send out letter to regarding Foreign Travel Authority Confirmation	Tevea Him	
4	CSURMA Quarterly Investment Report for EC Meeting	Tevea Him	
5	Calculate additional premium or return premium for each Workers' Compensation program member based on the audited payroll	Mimi Long	
6	Actuarial Study - receive draft and forward to RM	Mimi Long	
7	Calculate each member's minimum EPL deductible for the upcoming program term	Tevea Him	
8	Complete Target Surplus Funding Report	Mimi Long	
9	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 6/30	Tevea Him	
10	Completion of the Public Self-Insurer's Annual Report for CSURMA (must be filed with the state by Oct 1st.)	Mimi Long	
11	Campus Programs RPTG <i>Appoint RPTG committee at March, 2025 EC meeting;</i> <i>Schedule in-person RPTG meeting in July, 2025;</i> <i>Schedule follow-up virtual meeting in August, 2025;</i> <i>Present Results at September, 2025 EC meeting for FY 2026/2027 rating</i>	Mimi Long	

CSURMA SERVICE CALENDAR

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#	Task	Staff	Status
12	AORMA Programs RPTG <i>Appoint RPTG committee at December, 2025 AORMA Committee meeting;</i> <i>Schedule in-person RPTG meeting in July, 2026;</i> <i>Schedule follow-up virtual meeting in August, 2026;</i> <i>Present Results at September, 2025 EC meeting for FY 2027/2028 rating</i>	Mimi Long	
SEPTEMBER			
#	Task	Staff	Status
1	Adoption of CSURMA Executive Committee, Board of Directors, and AORMA Committee	Tevea Him	
2	Actuarial Reports	Mimi Long	
3	Risk Pools Funding Status Report	Mimi Long	
4	Proposed Campus, AIME and AORMA Dividends	Mimi Long	
5	Rates and Gross Funding Campus and AORMA Coverage Programs	Mimi Long	
6	AORMA Liability Program - Reinsurance Recovery (verify w/ Carl Warren)	Mimi Long	
7	CAJPA Fall Conference and Training Seminar -South Lake Tahoe		
8	Campus Workers' Compensation Program Safety National Aggregate Stop Loss Report - Present to EC in Sept	Mimi Long	
9	Prepare invoices or checks for the Workers' Compensation payroll audit	Van Rin	
10	CSURMA Quarterly EPL Deductible Recoverys ending September 30 (Begin Task)	Van Rin	
11	Completion of the AORMA Committee (September Letter) updating all AORMA members on the funding and dividends approved for the upcoming fiscal year	Mimi Long	
12	Annual Exposure Surveys to Members - all aviation, CLIP, Med Mal, watercraft, AORMA renewal app.	Tevea Him	
13	Campus Benchmarking Report	Mimi Long	
14	Campus Programs RPTG <i>Appoint RPTG committee at March, 2025 EC meeting;</i> <i>Schedule in-person RPTG meeting in July, 2025;</i> <i>Schedule follow-up virtual meeting in August, 2025;</i> <i>Present Results at September, 2025 EC meeting for FY 2026/2027 rating</i>	Mimi Long	
15	AORMA Programs RPTG <i>Appoint RPTG committee at December, 2025 AORMA Committee meeting;</i> <i>Schedule in-person RPTG meeting in July, 2026;</i> <i>Schedule follow-up virtual meeting in August, 2026;</i> <i>Present Results at September, 2025 EC meeting for FY 2027/2028 rating</i>	Mimi Long	
16	CSURMA Operational Review <i>Request approval to perform audit at September, 2026 EC meeting</i> <i>Present results at March, 2027 EC meeting</i> <i>Present results at May, 2027 BOD meeting</i> <i>Present results at May, 2027 AORMA Meeting</i>	Mimi Long	
17	Campus Liability, AORMA Liability, AIME and Campus WC - Risk Pool claims audit (every odd year) <i>Req approval of auditor's proposal at the March, 2025 meeting (no approval required for WC)</i> <i>Complete the audit review June - August, 2025</i> <i>Present results at September, 2025 EC & AORMA meetings</i> <i>Present results at October, 2025 BOD meeting</i>	Mimi Long	
18	AORMA WC - Risk Pool claims audit (every even year) Complete the audit review June - August, 2025 Present results at September, 2025 AORMA meetings Present results at October, 2025 BOD meeting	Mimi Long	
	AORMA Long Range Plan meeting	Mimi Long	
	AORMA New Committee Member Orientation meeting	Mimi Long	
	AORMA Committee Meeting	Mimi Long	
	CSURMA EC Orientation Meeting	Mimi Long	

CSURMA SERVICE CALENDAR

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#	Task	Staff	Status
CSURMA EC Meeting		Mimi Long	
OCTOBER			
#	Task	Staff	Status
1	AORMA Liability application	Mimi Long	
2	CSURMA Annual Report (Stewardship)	Mimi Long	
3	CSURMA Tri-Fold based on June 30 financials	Mimi Long	
4	AORMA Estimated Workers' Compensation payroll	Mimi Long	
5	Government Compensation Report (request from CSU Accounting)	Tevea Him	
6	Campus Liability, AORMA Liability, AIME and Campus WC - Risk Pool claims audit (every odd year)	Mimi Long	
	<i>Req approval of auditor's proposal at the March, 2025 meeting (no approval required for WC)</i>		
	<i>Complete the audit review June - August, 2025</i>		
	<i>Present results at September, 2025 EC & AORMA meetings</i>		
	<i>Present results at October, 2025 BOD meeting</i>		
2	AORMA WC - Risk Pool claims audit (every even year)	Mimi Long	
	<i>Complete the audit review June - August, 2025</i>		
	<i>Present results at September, 2025 AORMA meetings</i>		
	<i>Present results at October, 2025 BOD meeting</i>		
AIME Committee Meeting		Stacey Weeks	
CSURMA BOD Meeting		Mimi Long	
CSURMA EC Meeting		Mimi Long	
NOVEMBER			
#	Task	Staff	Status
1	Review CAJPA Accrediation Standard for new or reoccurring item	Mimi Long	
2	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)	Tevea Him	
3	Send campus risk pool renewal budget (Early Bird Renewal Letter)	Mimi Long	
4	Campus Risk Pool Deductible - Effective In (2026, 2029)	Mimi Long	N/A
5	Review volunteer losses within the AORMA Workers' Compensation program (review at December meeting)	Tevea Him	
6	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 9/30	Tevea Him	
DECEMBER			
#	Task	Staff	Status
1	Vendor Survey - Review List of Vendors and Work on Recipients	L. Wallace	
2	CSURMA Cash Flow Statement at Sept. 30th	Mimi Long	
3	AORMA Liability Program - Reinsurance Recovery (verify w/ Carl Warren)	Mimi Long	
4	Quarterly Risk Management Report for Systemwide Risk Management	Dan Howell	
5	Financial Audit - mail to Secretary of State and County Auditor	Tevea Him	
6	CSURMA Quarterly EPL Deductible Recovery	Van Rin	
7	AORMA Programs RPTG	Mimi Long	
	<i>Appoint RPTG committee at December, 2025 AORMA Committee meeting;</i>		
	<i>Schedule in-person RPTG meeting in July, 2026;</i>		
	<i>Schedule follow-up virtual meeting in August, 2026;</i>		
	<i>Present Results at September, 2025 EC meeting for FY 2027/2028 rating</i>		
	Expiring Contract: Enterprises Rent A Car - Update Rates for the new year	Tevea Him	
	Expiring Contract: Alliant Insurance Services (Brokerage Agreement) - December 31, 2029	Mimi Long	N/A

CSURMA SERVICE CALENDAR

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#	Task	Staff	Status
	<i>Expiring Contract: Alliant Insurance Services (Program Admin Agreement) - December 31, 2029</i>	Mimi Long	N/A
	<i>Expiring Contract: Carl Warren & Company - December 31, 2026</i>	Mimi Long	N/A
	<i>Expiring Contract: HSR (AIME and Club Sports) - December 31, 2027</i>	Amy Lightner	N/A
	<i>AORMA Committee Meeting</i>	<i>Mimi Long</i>	

CSURMA EXECUTIVE COMMITTEE AND STAFF CONTACT LIST

ISSUE: Attached is a list of CSURMA Executive Committee members and the Program Administrators.

RECOMMENDATION: It is recommended that members review the list at each meeting for accuracy, making revisions as appropriate. If there are any changes, please contact Tevea Him at thim@alliant.com.

FISCAL IMPACT: None.

BACKGROUND: An accurate and current contact list facilitates better communication among Committee Members and Staff.

PUBLICATION: None.

ATTACHMENT(S):

- a. CSURMA Executive Committee and Staff Contact List

CSURMA EXECUTIVE COMMITTEE MEMBERS

Effective at July 1, 2024

Seat	Member	Position	Campus	Organization	E-Mail	Telephone Number
Chair	Scott Apel	Vice President and Chief Financial Officer, Administration and Finance	Long Beach	California State University Long Beach	scott.apel@csulb.edu	562-985-1658
Vice Chair	Rose McAuliffe	Vice President for Business & Finance	Stanislaus	California State University, Stanislaus	rmcauliffe@csustan.edu	209-667-3077
CSU Seat #1	Mike Beatty	Executive Director, Risk & Safety Services	San Francisco	San Francisco State University	mbeatty@sfsu.edu	415-338-1124
CSU Seat #2						
CSU Seat #3	Colin Donahue	VP, Administration & Finance	Northridge	California State University Northridge	colin.donahue@csun.edu	818-677-2333
CSU Seat #4	Lynniece Warren	Executive Director of Risk Management	San Bernardino	California State University, San Bernardino	Lynniece.Warren@csusb.edu	951-963-1546
AORMA Seat #5 - Chair	Chuck Kissel	Executive Director	Fullerton	CSU Fullerton Auxiliary Services Corporation	ckissel@fullerton.edu	657-278-4101
AORMA Seat #6 - V Chair	Bill Olmsted	Executive Director	Sacramento	University Union Operation of CSUS, Inc.	olmsted@csus.edu	916-278-2242
Treasurer	Robert Eaton	Assistant Vice Chancellor, Financing, Treasury, and Risk Management	Chancellor's Office	California State University, Office of the Chancellor	reaton@calstate.edu	562-951-4572

CSURMA Service Matrix			
Coverage	Contact	E-Mail Address	Office
JPA Program Administrator – Alliant Insurance Services, Inc.			
Alliant Claims Consulting	Elaine (Kim) Tizon	elaine.tizon@alliant.com	415-403-1458
	Diana Walizada	dwalizada@alliant.com	415-403-1453
	Robert Frey	rfrey@alliant.com	415-403-1445
Certificate of Insurance Requests	La Shaunda Wallace	lashaunda.wallace@alliant.com	415-403-1489
	Tevea Him	thim@alliant.com	415-403-1416
CSURMA Budget	Mimi Long	mlong@alliant.com	415-403-1423
Form 700	Tevea Him	thim@alliant.com	415-403-1416
General AORMA Coverage Questions (Auxiliary Organizations only)	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
	Daniel Howell	dhowell@alliant.com	415-403-1426
General CSURMA Coverage Questions (CAMPUS only)	Van Rin	vrin@alliant.com	415-403-1408
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
	Daniel Howell	dhowell@alliant.com	415-403-1426
General Risk Management Questions (AORMA)	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
	Daniel Howell	dhowell@alliant.com	415-403-1426
General Risk Management Questions (Campus)	Van Rin	vrin@alliant.com	415-403-1408
	Daniel Howell	dhowell@alliant.com	415-403-1426
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
Risk Pool Rating Plans (AORMA)	Mimi Long	mlong@alliant.com	415-403-1423
Risk Pool Rating Plans (Campus)	Mimi Long	mlong@alliant.com	415-403-1423
Website and Technology Questions	Tevea Him	thim@alliant.com	415-403-1416
	La Shaunda Wallace	lashaunda.wallace@alliant.com	415-403-1489
	Myron Leavell	mleavell@alliant.com	415-403-1404
Workers' Compensation Claims Consultant	Deanna Jacona	deanna@hudsonclaimsconsulting.com	530-605-7152

Contacts by Coverages			
ADWRP (Alliant Deadly Weapon Response Program)	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
AIME	Stacey Weeks	sweeks@alliant.com	415-403-1448
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
AMVP (Alliant Mobile Vehicle Program)	La Shaunda Wallace	lashaunda.wallace@alliant.com	415-403-1489
	Yvonne Killian	yvonne.killian@alliant.com	916-643-2748
Boiler & Machinery Program - AORMA	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
Boiler & Machinery Program - Campuses	Van Rin	vrin@alliant.com	415-403-1408
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
BRIP (Builders Risk Insurance Program)	Shadi Jalali	shadi.jalali@alliant.com	949-433-8238
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
	Mimi Long	mlong@alliant.com	415-403-1423
Club Sports / Intramurals	Stacey Weeks	sweeks@alliant.com	415-403-1448
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
CPL (Contractors Pollution Liability)	Shadi Jalali	shadi.jalali@alliant.com	949-433-8238
CSU Medical Malpractice Coverage	Van Rin	vrin@alliant.com	415-403-1408
	Amy Lightner	amy.lightner@alliant.com	415-403-1457

CSURMA Service Matrix			
Coverage	Contact	E-Mail Address	Office
CSU Rocketry Program	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
Cyber Liability	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
DRIP (Drone Insurance Program)	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
FAAAP (Fine Arts, Artifacts & Archives Program)	PJ Skarlanic	pskarlanic@alliant.com	415-403-1455
Fidelity-Crime Program	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
Foreign Travel Program	Van Rin	vrin@alliant.com	415-403-1408
	Yvonne Killian	yvonne.killian@alliant.com	916-643-2748
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
Inland Marine	Van Rin	vrin@alliant.com	415-403-1408
	Yvonne Killian	yvonne.killian@alliant.com	916-643-2748
	Mimi Long	mlong@alliant.com	415-403-1423
Non-Owned Aviation Liability	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
OCIP (Owner Controlled Insurance Program)	Pamela Quiroz	pamela.quiroz@alliant.com	213-443-2469
	Jim Holobaugh	jholobaugh@alliant.com	214-273-3156
OPPI (Owners's Protective Professional Insurance)	Amy Lightner	amy.lightner@alliant.com	415-403-1457
PAI (Participant Accident Insurance)	Tevea Him	thim@alliant.com	415-403-1416
	Van Rin	vrin@alliant.com	415-403-1408
SAFECLIP (Student Academic Field Experience for Credit Liability Insurance Program)	Van Rin	vrin@alliant.com	415-403-1408
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
Special Events Insurance	Yvonne Killian	yvonne.killian@alliant.com	916-643-2748
	Van Rin	vrin@alliant.com	415-403-1408
SPLIP (Student Professional Liability Insurance Program)	Van Rin	vrin@alliant.com	415-403-1408
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
Trustee's E&O & Fiduciary Liability	Amy Lightner	amy.lightner@alliant.com	415-403-1457
	Mimi Long	mlong@alliant.com	415-403-1423
Watercraft	Van Rin	vrin@alliant.com	415-403-1408
	Amy Lightner	amy.lightner@alliant.com	415-403-1457
Workers' Compensation Program - AORMA	Van Rin	vrin@alliant.com	415-403-1408
	Mimi Long	mlong@alliant.com	415-403-1423
Workers' Compensation Program - Campus	Van Rin	vrin@alliant.com	415-403-1408
	Amy Lightner	amy.lightner@alliant.com	415-403-1457

CSURMA AORMA Benefits Program			
General Inquiries	General Inquiries	aormabenefits@alliant.com	
Account Manager	Heather McCarthy	Heather.McCarthy@alliant.com	925-378-6465
Benefits Analyst	Travis Robertson	Travis.Robertson@alliant.com	949-527-9884
Account Executive	Chloe Smith	chloe.smith@alliant.com	415-403-1437
Benefits Consultant	Tom Quirk	tom.quirk@alliant.com	949-660-5952
Benefits Consultant/Senior Vice President	Michael Menerey	mmenerey@alliant.com	213-270-0972

CSURMA Service Matrix			
Coverage	Contact	E-Mail Address	Office
Loss Control Consultants – Alliant Risk Control Consulting			
Northern California	John Owen	john.owen@alliant.com	916-643-2736
<i>Humboldt, Monterey, Sacramento, San Luis Obispo, Sonoma, Stanislaus, Northridge, San Bernardino</i>			
Northern California	Steven Meglio	steven.meglio@alliant.com	775-461-5166
<i>Chico, East Bay, San Francisco, and San Jose</i>			
North LA and Central California	Tim Leech	tleech@alliant.com	949-260-5008
<i>Bakersfield, Channel Islands, Dominguez Hills, Fresno, Los Angeles</i>			
Southern California	Kristina Loiselle	kloiselle@alliant.com	949-260-5042
<i>Fullerton, Long Beach, Pomona, San Diego, and San Marcos</i>			

CSU Chancellor's Office			
CSU Chancellor's Office	Andrew Theisen	atheisen@calstate.edu	562-951-4575
	Audra Reed	areed@calstate.edu	562-951-4564
	Jenny Novak	jnovak@calstate.edu	562-400-2358
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	Martha Guiditta	mguiditta@calstate.edu	562-951-4557
	Marissa Castillo	mcastillo@calstate.edu	562-951-4806
	Robert Eaton	reaton@calstate.edu	562-951-4572
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	Steve Relyea	srelyea@calstate.edu	562-951-4600
	Zachary Gifford	zgifford@calstate.edu	562-951-4568
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Financial Services Division Systemwide Accounting & Reporting	Alice Kim	akim@calstate.edu	562-951-4627
	Jullia Margaureathe Perancullo	jperancullo@calstate.edu	562-481-2426
	Sherry Pickering	spickering@calstate.edu	562-951-4531
	Smey Chum	schum@calstate.edu	562-951-4673
	Jeni Kitchell	jkitchell@calstate.edu	562-951-4540
Systemwide Professional Development	David Kervella	dkervella@calstate.edu	562-951-4403
	Chris Fondacaro	cfondacaro@calstate.edu	562-951-4403