CSURMA AORMA 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 1, 2025 – 1:30 PM to 4:00 PM		
Primary Location:	CSU Chancellor's Office, Munitz Room 401 Golden Shore Long Beach, CA 90802	**Zoom Chat:** **Teleconference:** **Meeting Number:** **Passcode:**	https://alliantinsurance.zoom.us/j/95816146059 1-669-900-6833 958 1614 6059 997920

***A** = Action Item / **I** = Informational Item*

A. Call to Order

1.	**Approval of the Agenda** The Committee will be asked to approve the agenda for today's meeting.	**A**	*p. 6*

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is asked to take action on the consent calendar items as a group, except that a member may request that an item be withdrawn from the Consent Calendar for discussion and action.

1.	**Approval of Minutes – December 5, 2024** The Committee will be asked to approve the minutes from their last meeting.	**A**	*p. 7*

D. Standing Committee Reports

1. **CSURMA AORMA Benefits Committee Update** **A** *p. 17*
The Committee will receive a verbal report of the CSURMA AORMA Benefits Committee's recent activities.

E. 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. Steven Crews – CSU Northridge, The University Corporation
2. Herzog v. The California State University, Fresno Athletic Corporation
3. Richard Huizar v. The California State University, Fresno Athletic Corporation

<u>**INFORMATION ONLY**</u> - **** New Claims

1. Leigh Cardinal v CSU Chico State Enterprises ****
2. Kelvin Blunt v CSU Dominguez Hills Toro Auxiliary Partners ****
3. Savannah Fuentes v. California State University, Fresno Association, Inc.
4. Saleah Schaub v. CSU Fullerton Auxiliary Services Corp ****
5. Alicia Espinoza v. Associated Students, Inc. CSU Fullerton ****
6. Jomar Elpusan v. Associated Students, CSU Long Beach ****
7. Luzmaria Vicuna v. Cal Poly Pomona Foundation, Inc.
8. Josiah Ben-Oni v Associated Students of CSU Sacramento
9. Madison Roger v. Cal Poly Corporation (San Luis Obispo)
10. James Bunner v. San Diego State University Research Foundation ****
11. Patricia Churchill v. San Diego State University Research Foundation
12. Lindsay Dawson v. San Diego State University Research Foundation ****
13. Ralph Feuer v. San Diego State University Research Foundation
14. Shr-Hau Hung v. San Diego State University Research Foundation
15. Linda Villalobos v. San Diego State University Research Foundation
16. Yvonne Reid-Hairston v San Diego State University Research Foundation
17. Karen Carranza v. The University Corporation (Northridge) ****

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

SETTLED/CLOSED

1. Ravine Downs v. Chico State Enterprises
2. Connor Richardson v. Board of Trustees of the CSU (Cal State L.A. University Auxiliary Services, Inc.)
3. Regina Cole v. CSULB 49er Foundation (CSU Long Beach)
4. Carlos Azizar v. CSU Cal Poly Pomona Foundation, Inc.
5. Vanessa Salguero v. University Enterprises, Inc.
6. Joanna Jackson et al v. University Enterprises Corporation at CSUSB
7. Capital Public Radio Endowment v. Capital Public Radio Inc.
8. Keira Doshi v. Associated Students, San Diego State University
9. Dylan Bartolo Hernandez v. Aztec Shops, Ltd. (San Diego)

F. General Administration

1. **Excess Insurance Renewals and Underwriter Meetings Report** **I** *p. 44*
   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.

2. **PRISM Workers' Compensation Renewal** **A** *p. 45*
   The Committee will be asked to take action to set the primary workers' compensation rates.

3. **Evident ID** **A** *p. 47*
   The Committee will be asked to recommend approval of the new service agreement to the Executive Committee.

4. **Alliant Risk Control Consulting / Three-Year Contract Extension** **A** *p. 52*
   The Committee will be asked to approve renewal of the ARCC agreement.

5. **FY 2025/26 CSURMA Operating Budget** **A** *p. 54*
   The Committee will review the FY 2025/26 CSURMA Operating Budget.

6. **CSURMA AORMA Policies and Procedures Biennial Review** **A** *p. 71*
   The Committee will be asked to review the AORMA Policies and Procedures and approve revisions as appropriate.

7.	**AORMA Liability Memorandum of Coverage (MOC)** The Committee will be asked to recommend approval of the revisions to the AORMA Liability MOC to the Board of Directors.	**A**	*p. 123*
8.	**AORMA Property Memorandum of Coverage (MOC)** The Committee will be asked to recommend approval of the revisions to the AORMA Property MOC to the Board of Directors.	**A**	*p. 179*
9.	**CSURMA AORMA Committee Election Results** The Committee will hear the results of the election for the two-year term beginning on July 1, 2025 to June 30, 2027.	**I**	*p. 180*
10.	**2026 AOA Conference Support** The Committee will be asked to discuss the support of the AOA Conference as well as recommended Risk Management sessions.	**A**	*p. 182*
11.	**CSURMA Committee Member Professional Development** The Committee will hear a report on the information gained from the professional development program attended.	**I**	*p. 184*

G. Information Item

1.	**FY 2024/25 AORMA Long Range Action Plan** The Committee will be updated on the progress of each project on the Long-Range Action plan.	**I**	*p. 192*
2.	**CSURMA AORMA Meeting Calendars** The Committee will review the current CSURMA Meeting Calendars.	**I**	*p. 194*
3.	**CSURMA Administrative Service Calendar** The Committee will review the CSURMA Administrative Service Calendar.	**I**	*p. 197*

4. CSURMA Executive Committee & Staff Contact List I *p. 204*
The Committee will review the contact list, making revisions as appropriate.

H. Adjournment

The next CSURMA AORMA Committee meetings are scheduled for September 3 and 4, 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
Tevea Him at thim@alliant.com / (415) 403-1416

Agenda Item A1
CSURMA AORMA Committee
Meeting Date: May 1, 2025

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.

Agenda Item C1
CSURMA AORMA Committee
Meeting Date: May 1, 2025

APPROVAL OF MINUTES – DECEMBER 5, 2024

ISSUE: The Committee will be asked to review and approve the minutes of its last meeting on December 5, 2024.

RECOMMENDATION: It is recommended that the Committee approve the minutes of its December 5, 2024 meeting, including corrections as necessary.

FISCAL IMPACT: None.

BACKGROUND: None.

PUBLICATION: None.

ATTACHMENT(S):

a. CSURMA AORMA Committee Meeting Minutes – December 5, 2024

DRAFT

MINUTES OF THE CSURMA AORMA
COMMITTEE MEETING
DECEMBER 5, 2024 @ 10:00 AM

VIA ZOOM

MEMBERS PRESENT
Jared Ceja, The Cal Poly Pomona Foundation, Inc.
Keith Crawford, Associated Students of CSU, Chico
Chuck Kissel, CSU Fullerton Auxiliary Services Corporation
Leslie Levinson, San Diego State University Research Foundation
Bill Olmsted, University Union Operation of CSUS, Inc.
Cecilia Ortiz, Loker Student Union (Dominguez Hills)
Raven Tyson, Associated Students, San Diego State University

MEMBERS ABSENT
Nicole Lane, California State University, Fresno Association, Inc.
John Melikian, University Enterprises, Inc., CSU Sacramento

STAFF, GUESTS, AND CONSULTANTS
Zachary Gifford, CSU Office of the Chancellor, Systemwide Risk Management
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
Mimi Long, Alliant Insurance Services, Inc.
Beth Tavares, Carl Warren & Company
Robin Webb, CSU Office of the Chancellor, Office of General Counsel
Jeremy Dwork, Fozi, Dwork & Modafferi, LLP

A. CALL TO ORDER

The meeting was called to order by the Chair, Chuck Kissel at 10:01 AM.

A1. Approval of the Agenda

A motion was made to amend the agenda to include two additional items for discussion, Open Succession Planning and AOA Risk Management Sessions.

Motion: Raven Tyson
Second: Bill Olmsted

NAME	AYE	ABSTAIN	NAY	ABSENT
Jared Ceja	X			
Keith Crawford	X			
Chuck Kissel	X			
Bill Olmsted	X			
Nicole Lane				X
Cecilia Ortiz	X			
Raven Tyson	X			
John Melikian				X
Leslie Levinson	X			

Motion carried.

B. PUBLIC COMMENTS

C. CONSENT CALENDAR

C1. Approval of Minutes – September 4-5, 2024

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

Motion: Leslie Levinson
Second: Jared Ceja

NAME	AYE	ABSTAIN	NAY	ABSENT
Jared Ceja	X			
Keith Crawford	X			
Chuck Kissel	X			
Bill Olmsted	X			
Nicole Lane				X
Cecilia Ortiz	X			
Raven Tyson	X			
John Melikian				X
Leslie Levinson	X			

Motion carried.

D. STANDING COMMITTEE REPORTS

D1. CSURMA AORMA Benefits Committee Update

Raven Tyson provided a brief overview of activity of the Benefits Committee.

E. CLOSED SESSION

1. Joanna Jackson et al v. University Enterprises Corporation at CSUSB
2. Keira Doshi v. Associated Students, San Diego State University
3. Herzog v. The California State University, Fresno Athletic Corporation
4. Vanessa Salguero v. University Enterprises, Inc.
5. Richard Huizar v. The California State University, Fresno Athletic Corporation

A motion was made to enter closed session at 10:04 A.M.

Motion: Bill Olmsted
Second: Rosa Hernandez

NAME	AYE	ABSTAIN	NAY	ABSENT
Jared Ceja	X			
Keith Crawford	X			
Chuck Kissel	X			
Bill Olmsted	X			
Nicole Lane				X
Cecilia Ortiz	X			
Raven Tyson	X			
John Melikian				X
Leslie Levinson	X			

Motion carried.

The Committee came out of closed session at 10:38 AM. The Chair reported that action was taken on Keira Doshi v. Associated Students San Diego State University, Herzog v. The California State University Fresno Athletic Corporation and Richard Huizar v. The California State University Fresno Athletic Corporation during closed session.

F. GENERAL ADMINISTRATION

F1. FY 2024/25 CSURMA AORMA Long Range Action Plan

The Committee reviewed the FY 2024/25 Long Range Action Plan:

LRP-1: Solve the evidence of auto liability insurance issue with the DMV
LRP-2: Evaluate and/or Update the Liability Program Marketing Strategy for FY 25/26
LRP-3: Relaunch the Campus Visits to include Alliant Risk Control Consulting

LRP-4: Review the AORMA property schedule for "off-site / remote" locations to be added to Endorsement No. 1 on the property program memorandum of coverage.
PL-1: Master Agreement for Automated Contract Review

A motion was made to approve the FY 2024/25 Long Range Action Plan as presented.

Motion: Rosa Hernandez
Second: Bill Olmsted

NAME	AYE	ABSTAIN	NAY	ABSENT
Jared Ceja	X			
Keith Crawford	X			
Chuck Kissel	X			
Bill Olmsted	X			
Nicole Lane				X
Cecilia Ortiz	X			
Raven Tyson	X			
John Melikian				X
Leslie Levinson	X			

Motion carried.

The next item was discussed out of order.

F7. AORMA Liability Program – Increase Hourly Rate for Outside Legal Counsel

Policy and Procedure L-3 - Legal Counsel Selection notes that the Liability Third Party Claims Administrator (TPA) will appoint all legal counsel to represent AORMA Members in defense of liability claims. All appointed legal counsel will be selected from the AORMA approved legal counsel list and subject to the maximum allowable hourly rate for legal counsel. The Policy and Procedure also notes that the TPA will, at least every 36 months, survey legal counsel compensation and recommend to the AORMA Committee a fair and equitable maximum allowable hourly rate.

The Committee directed Staff to include on the May 2025 Committee meeting agenda, Review Policy & Procedures L-3.

A motion was made to approve the blended rate of $360 per hour for specialty counsel for the two open San Diego State University Research Foundation Employment Practices Liability claims.

Motion: Jared Ceja
Second: Keith Crawford

NAME	AYE	ABSTAIN	NAY	ABSENT
Jared Ceja	X			
Keith Crawford	X			
Chuck Kissel	X			
Bill Olmsted	X			
Nicole Lane				X
Cecilia Ortiz	X			
Raven Tyson	X			
John Melikian				X
Leslie Levinson		X		

Motion carried.

F2. Workers' Compensation Program Member Allocation for FY 2025/26

The Committee reviewed the AORMA Workers' Compensation Program Member Allocation for FY 25/26. The total Workers' Compensation Program costs have been allocated to the members based on the approved allocation formula documented in Policy and Procedure W-1.

The FY 25/26 Workers' Compensation Program Member Allocation results in a total cost of $3,432,000, which is a 2% decrease (or $64,198), compared to the FY 24/25 program costs.

The WCIRB deleted Class Code 9079 (Restaurants or Taverns) and replaced it with six separate codes applying to restaurant services. All of the new codes have a loss rate of 2.41. The Program Administrator recommends adopting Class Code 9083 to replace Class Code 9079.

9058 – Hotels, motels or short-term residential housing – food or beverage employees
9080 – Restaurants (full service)
9081 – Concessionaires
9082 – Caterers
9083 – Restaurants (fast food or fast casual)
9084 – Bars or Taverns

A motion was made to approve the FY 25/26 Workers' Compensation Program Member Allocation, as well as replacing class code 9079 with 9083, and allowing the Program Administrator to revise the allocation with updated exposure information as appropriate.

Motion: Cecilia Ortiz
Second: Leslie Levinson

NAME	AYE	ABSTAIN	NAY	ABSENT
Jared Ceja	X			

NAME	AYE	ABSTAIN	NAY	ABSENT
Keith Crawford	X			
Chuck Kissel	X			
Bill Olmsted	X			
Nicole Lane				X
Cecilia Ortiz	X			
Raven Tyson	X			
John Melikian				X
Leslie Levinson	X			

Motion carried.

F3. Liability Program Member Allocation for FY 2025/26

The Committee reviewed the Liability Program Member Allocation for FY 25/26. The total Liability Program costs have been allocated to the members based on the approved allocation formula documented in Policy and Procedure L-8.

The FY 25/26 Liability Program Member Allocation results in a total cost of $11,731,939, which is a 41% increase (or $3,396,598), compared to the FY 24/25 program costs.

A motion was made to approve the FY 25/26 Liability Program Member Allocation, including the allocation factors, and allowing the Program Administrator to revise the allocation with updated exposure information as appropriate.

Motion: Bill Olmsted
Second: Keith Crawford

NAME	AYE	ABSTAIN	NAY	ABSENT
Jared Ceja	X			
Keith Crawford	X			
Chuck Kissel	X			
Bill Olmsted	X			
Nicole Lane				X
Cecilia Ortiz	X			
Raven Tyson	X			
John Melikian				X
Leslie Levinson	X			

Motion carried.

F4. Property Program Member Allocation for FY 2025/26

The Committee reviewed the draft Property Program Member Allocation for FY 25/26. The total Property Program costs have been allocated to the members based on the approved allocation formula documented in Policy and Procedure P-1.

The FY 25/26 Property Program Member Allocation results in a total cost of $10,126,487, which is a 15% decrease (or $1,806,487), compared to the FY 24/25 program costs.

A motion was made to approve the FY 25/26 Property Program Member Allocation, including the allocation factors, and allowing the Program Administrator to revise the allocation with updated exposure information as appropriate.

Motion: Leslie Levinson
Second: Jared Ceja

NAME	AYE	ABSTAIN	NAY	ABSENT
Jared Ceja	X			
Keith Crawford	X			
Chuck Kissel	X			
Bill Olmsted	X			
Nicole Lane				X
Cecilia Ortiz	X			
Raven Tyson	X			
John Melikian				X
Leslie Levinson	X			

Motion carried.

F5. Crime Program Member Allocation for FY 2025/26

The Committee reviewed the draft Crime Program Member Allocation for FY 25/26. The total Crime Program costs have been allocated to the members based on the approved allocation formula documented in Policy and Procedure C-1.

The FY 25/26 Crime Program Member Allocation results in a total cost of $498,498, which is a 4% increase (or $20,517), compared to the FY 24/25 program costs.

A motion was made to approve the FY 25/26 Crime Program Member Allocation, including the allocation factors, and allowing the Program Administrator to revise the allocation with updated exposure information as appropriate.

Motion: Keith Crawford
Second: Jared Ceja

NAME	AYE	ABSTAIN	NAY	ABSENT
Jared Ceja	X			
Keith Crawford	X			
Chuck Kissel	X			
Bill Olmsted	X			
Nicole Lane				X
Cecilia Ortiz	X			
Raven Tyson	X			
John Melikian				X
Leslie Levinson	X			

Motion carried.

F6. Workers' Compensation Coverage for Volunteers

The Committee reviewed the AORMA Workers' Compensation Program volunteer claims. Policy and Procedure W-5 confirms that a workers' compensation program member may elect to provide workers' compensation coverage to its volunteers. The Policy and Procedure also notes that the volunteer losses may be reviewed annually to ensure the rating integrity of the workers' compensation program.

If the member has employees, and is enrolled in the AORMA workers' compensation program, there is no separate cost to cover its volunteers. Members with no employees may join the program to cover its board members and other volunteers. The cost is $1,000. As shown below, six members with no employees have joined the workers' compensation program.

Campus	Member
Chancellor's Office	California State University Foundation
Los Angeles	California State University, Los Angeles Foundation
Pomona	Cal Poly Pomona Philanthropic Foundation
San Jose	Spartan Shops, Inc.
Sonoma	Sonoma State Enterprises, Inc.
Sonoma	Sonoma State University Foundation

Since inception of the AORMA workers' compensation program in 2005, the total incurred for volunteer losses is $363,674. Ten losses are in excess of $1,500.

No action was taken.

F8. Succession Planning for the AORMA Committee.

The Committee discussed the succession planning for the upcoming term.

F9. AOA Risk Management Sessions Updates

The Committee discussed the Risk Management sessions to be included in the 2025 AOA Conference.

G. INFORMATIONAL ITEMS

G1. CSURMA AORMA Meeting Calendar
G2. CSURMA AORMA Program Administrator's Contact Lists
G3. AORMA's Travel Reimbursement Policy
G4. AORMA Committee Roster
G5. CSURMA Administrative Service Calendar

The Committee reviewed the informational items, but there was no discussion.

H. ADJOURNMENT

The meeting was adjourned at 11:59 AM.

Agenda Item D1
CSURMA AORMA Committee
Meeting Date: May 1, 2025

CSURMA AORMA BENEFITS COMMITTEE UPDATE

ISSUE: The Committee Members will hear a verbal report on the recent activities of the AORMA Benefits Committee.

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

FISCAL IMPACT: None.

BACKGROUND: AORMA Committee and the Executive Committee approved the formation of CSURMA AORMA Benefits Program in October, 2017.

PUBLICATION: None.

ATTACHMENT(S):

a. CSURMA AORMA Benefit Program

AORMA Committee Meeting

By: Chloe Smith, & Heather McCarthy

May 1, 2025

Market Trends

Healthcare Trends

Projected 8% year-on-year medical cost trend in 2025[1]

90% of annual U.S. healthcare spending is attributed to managing and treating chronic diseases[2] **(CDC)**

More Americans have multiple chronic conditions

42% have 2 or more

12% have at least 5[2]

Million-dollar claims rose **8% over the past year, and are up 50% over the past four years**[4]

MENTAL HEALTH

- **1 in 5** employees who take leave for caregiving will take another leave within a year due to a mental health or substance abuse issue.
- Employees with anxiety or depression miss an average of **4.6** more sick days than those without.[3]
- **57** workdays are associated with **Short - Term Disability** claims for Anxiety or Depression per claimant per year.
- Employees facing at **least one unmet social need** tend to miss more workdays and report worse physical and mental health.
- **Psychedelic drugs**, such as ketamine, have recently been studied in areas of mental health, including anxiety, depression, post-traumatic stress disorder, and suicidal behavior.

Extensive Drug Pipeline

- **In the pipeline**: gene therapies and multiple specialty drugs, including oncology, hemophilia and other rare disease therapies
- **Non-specialty:** Continued focus on expanded indications for weight loss drugs (GLP1s), NASH, menopausal hot flash products (Veozah) and more

HEALTHCARE & PROVIDER COSTS

- Growing shortage of Primary Care Providers
- Post-COVID labor shortages in healthcare have increased costs for hospitals and providers.

Cancer

Increased cancer prevalence in younger populations.

Treatment costs are expected to rise as newer, often more expensive treatments become standard practice.

Q2 2025 – Carrier Pooled Renewal Increases

	Northern California Pooled Renewals					
	Aetna	Anthem BC	Blue Shield	HealthNet	Kaiser	UHC
Average	Low: 13.5% Mid: 24.9%	13.9%	12.9%	13.5%	5.5% - 7.5% Floor: -5% | Cap: 20%	13.5%
Outliers	29.9%	21.9-49%	26.9%-49.0%	29.9%	25-50%*	N/A

	Southern California Pooled Renewals					
	Aetna	Anthem BC	Blue Shield	HealthNet	Kaiser	UHC
Average	Low: 13.5% Mid: 24.9%	13.9%	12.9%	13.5%	5.0% - 7.0% Floor: -5% | Cap: 20%	13.5%
Outliers	29.9%	21.9-49%	26.9%-49.0%	29.9%	25-50%*	N/A

*Kaiser will deliver outlier renewals to groups with 100%+ loss ratios for 3 years+

CalPERS Update: Plan Changes

2025 Changes

- Blue Shield replaced Anthem for PERS Gold and PERS Platinum PPO Plans, and a navigation vendor (Included Health) was added
- There was a full transition to a single risk pool for HMO and PPO

Highlights of Changes Expected in 2026

- CalPERS has not announced any benefit plan changes for 2026
- Service Area Expansions
  - Kaiser has proposed expanding the Basic HMO plan to the remainder of Monterey County (expanded to 12 zip codes in 2025); subject to provider contract efforts and approval of DMHC
  - UHC has proposed expanding its SignatureValue Harmony plan into El Dorado, Nevada, Placer and San Joaquin counties; pending DMHC approval
- Possible Pharmacy Benefit Manager (PBM) Vendor Change from Optum RX

Important Milestones CalPERS and CSURMA

- **April**
  - Preliminary Review based on current CalPERS rates compared to CSURMA comparable plans
- **June**
  - Health Plan Rate Renewal Negotiation Strategy (closed session)
  - Preliminary Health Maintenance Organization and Preferred Provider Organization Plan **Rates estimated date 6/11**
- **July Board Offsite**
  - Health Plan Rate Renewal Negotiation Strategy (closed session)
  - Approval of Health Plan Rates and Benefit Designs (Action Item) –**Estimated date of release 7/15-7/17**
- **IMPORTANT DEADLINE:** CalPERS requires 60-day notice from the date the final renewal rates are released of your intent to leave – **estimated deadline 8/13-8/20**
- **September / October**
  - CSURMA AORMA plan education and Open Enrollment
  - **All enrollments/changes due by October 31**

Alliant is not affiliated with CalPERS. Please reach out to CalPERS for further details and confirmation on any current information and future changes.

CSURMA AORMA Program

CSURMA AORMA Program

Alliant Insurance Services

PRISM Medical Program

45,400 participants

PRISM Dental Program

99,900 participants

PRISM Vision Program

54,400 participants

Pooled Renewals

- CSURMA-AORMA gets the pooled PRISM Medical Renewal, subject to performance based adjustments
- CSURMA-AORMA gets the pooled PRISM Dental Renewal, subject to performance based adjustments
- CSURMA-AORMA gets the pooled PRISM Vision Renewal

PRISMHealth a history of success

Established in 2003 to provide members with a cost-effective alternative to their current options

Renewal Results

Plan Year	PRISMHealth	CA PPO Insured Pooled Renewals (Avg)	PersChoice PPO (through 2021) / PersGold PPO (2022-Current)
2018	3.61%	12.90%	-6.07%
2019	3.97%	10.90%	19.80%
2020	2.83%	10.90%	6.45%
2021	5.22%	10.90%	12.32%
2022	-1.69%	10.90%	-14.85%
2023	8.88%	12.50%	14.48%
2024	12.26%	13.90%	12.18%
2025	4.66%	12.40%	9.82%
AVERAGE	**5.18%**	**11.91%**	**8.08%**

Average is *annual compound average over time* for periods in which corresponding CalPERS data is available.

Growth

- Began with founding 3 Members at 4,000 employee lives and $30M in annual premium
- For 1/1/25, covered employee lives **45,400** and **$789M** annual premium
- Recent Growth in Covered Lives:
  - ✓ 2025 – 1%
  - ✓ 2024 – 1%
  - ✓ 2023 – 3%
  - ✓ 2022 – 2%

CSURMA AORMA Medical Renewal History

CSURMA AORMA 5 Year Medical Renewal History:
(+3.5%) increase in rates

Medical	2021	2022	2023	2024	2025	5-Year Average
CSURMA	**-1.9%**	**-8.8%**	**9.7%**	**13.0%**	**5.7%**	**3.5%**
Kaiser	*-1.9%*	*-8.8%*	*9.7%*	*13.0%*	*5.7%*	*3.5%*
Anthem	*-1.9%*	*-8.8%*	*9.7%*	*13.0%*	*5.7%*	*3.5%*
PRISM Health	5.2%	-1.7%	8.9%	12.3%	4.7%	5.9%
California PPO (Trend)	7.0%	7.0%	8.0%	8.0%	8.0%	7.6%
PERS Choice/Platinum PPO[1,2]	7.9%	11.5%	14.5%	12.2%	9.8%	11.2%

[1]2022 PERS Choice plan PPO terminated in 2022 and members moved to PERS Platinum (formerly called PERS Care), thus 2022 rate change represents movement from PERS Choice to the higher cost, richer benefit PERS Platinum plan, statewide rates.

CSURMA AORMA Ancillary Renewal History

CSURMA AORMA 5 Year Vision Renewal History:
No change in rates - 0%

VSP (PRISM)	2021	2022	2023	2024	2025	5-Year Average
Vision	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

CSURMA AORMA 4 Year Dental Renewal History:
No change in rates - 0% DHMO, (-1.4%) reduction in rates PPO

Dental (PRISM)	2021	2022	2023	2024	2025	5-Year Average
DHMO	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
DPPO	-3.5%	-3.8%	-1.7%	-1.8%	3.9%	-1.4%

CSURMA AORMA 4 Year Life/Disability Renewal History:
No change in rates - 0%

Hartford (Direct)	2021	2022	2023	2024	2025	5-Year Average
Life and Disability	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

* 2024 Dividends were issued, CSURMA AORMA received: **$105,752**

Historical Renewal Initiatives and Outcomes

2021	*2022*	*2023*	*2024*	*2025*

• Medical – Added Anthem HDHP I and II plan
Added Anthem Medicare
• Dental – No Change
• Vision – No Change
• Life & Disability – No Change
• **New Program Resources & Voluntary Benefits:**
  • Added Talkspace Mental Health Resource
  • Added Pathwise Financial Wellness program
	• Medical – No Change
	• Dental – No Change
	• Vision – No Change
	• Life & Disability – No Change
		• Medical – No Change
		• Dental – No Change
		• Vision – No Change
		• Life & Disability – No Change
		• **New Program Resources & Voluntary Benefits:**
		  • Added Anthem EAP
			• Medical – No Change
			• Dental – No Change
			• Vision – No Change
			• Life & Disability – No Change
			• **New Program Resources & Voluntary Benefits:**
			  • Talkspace Buy up options added for psychiatry and self-guided app for auxiliaries who offer Talkspace
			  • Added MetLife Pet insurance as a voluntary benefit effective 1/1/2024
				• Medical – No Change
				• Dental – No Change
				• Vision – No Change
				• Life & Disability – No Change
				• **New Program Resources & Voluntary Benefits:**
				  • Added CHUBB voluntary Long-Term Care effective 1/1/2025

Benefits Renewal Result **-$375,984 (-2.0%)**	Benefits Renewal Result **-$1,555,873 (-8.6%)**	Benefits Renewal Result **$1,441,433 (+8.3%)**	Benefits Renewal Result **$2,125,088 (+11.4%)**	Benefits Renewal Result **$1,163,435 (+5.5%)**

Average 5-year Renewal = +2.9%

Digbi Health Update

Why Digbi?

- Digbi Health stood out on the following ways:
  - Digbi stands for “Digestible Bites” which describes their approach with program participants
    - It is designed to be easy to use for your average member.
  - Digbi is not a one size fits all approach
    - They utilize at-home genetic tests, gut microbiome tests, and continuous glucose monitoring so they can understand each person’s unique biological profile/root causes for their conditions and develop personalized care pathways tailored for each individual
  - Digbi uses a “food as medicine” approach to managing Chronic Disease providing tools to help members choose foods that optimize their health
  - Digbi provides resources to help people learn and make meaningful changes in their lifestyle and diet:
    - Coaches
    - Nutritionists
    - Digital Tools (photo uploads of meals, AI analysis of meals with scoring, recipes, weight tracking, exercise tracking, educational content)

Digbi Care Process

Testing & Identification

- At Home Genetic Test
- At Home Gut Test
- Continuous Glucose Monitor
- Smart Scale and/or BP Cuff

Personalized Care Plan

- Analyze the Root Cause
- Build out Personalized Care Plan
- Identify Medication Support
- Start Working with Coach

digbi health

PRISM Value Adds

PRISM Value Adds

Additional programs also offered by PRISM carrier partners but here are a few that are offered directly through PRISM:

Hinge Health

- Digital musculoskeletal PT program
- Offers free wearable devices
- Available for preventative, acute, and chronic needs
- No member expense to participate
- Available to PPO, HDHP, & Non-Kaiser HMO enrollees

CSURMA has 9 members participating

Carrum

- Surgery benefit available to PPO plan members waives co-insurance and deductibles for hip/knee replacements and many spine surgeries when utilizing Scripps “Center of Excellence”
- Travel Expenses covered for patient and one companion
- Available to PPO & HDHP enrollees
- Oncology Benefit – Guidance for all Cancers – Treatment for Breast Cancers

Livongo Diabetes Management Program (replacing with Digbi in 2026)

- No cost program to help members with diabetes reduce risk and improve condition management
- Free meter & test strips using cellular real-time technology
- Active monitoring and coaching
- www.welcome.livongo.com/prism

CSURMA has 112 recruitable members and 5 utilizing the program, 5.4% participation

CSURMA Top 10 Most Impactable Conditions

	Top 10 Impactable Conditions	Claimants	Average Age	# of Claims	Prevalence	PRISM Prevalence	Annual Cost Per Claimant	Total Annual Estimated Cost*
Digbi Health	Hyperlipidemia	143	65	4,365	21.4%	14.1%	$22,552	$3,224,958
Digbi Health	Hypertension	130	70	4,678	19.4%	13.6%	$16,014	$2,081,797
Digbi Health	Diabetes	84	68	2,707	12.6%	6.8%	$26,458	$2,222,491
	Depression	70	53	2,880	10.5%	6.1%	$19,123	$1,338,615
	Osteoarthritis	54	72	2,668	8.1%	4.0%	$15,201	$820,850
Hinge Health	Lower Back Pain	51	64	2,675	7.6%	6.4%	$16,416	$837,203
Carrum	Cancer	50	68	2,495	7.5%	4.0%	$52,687	$2,634,336
Digbi Health	Morbid Obesity	27	56	1,272	4.0%	2.9%	$55,500	$1,498,508
	Asthma	21	56	972	3.1%	3.4%	$11,360	$238,566
Hinge Health	Chronic Pain	19	67	1,333	2.8%	1.6%	$36,644	$696,242

*Annual estimated cost includes *all* claims for claimants with respective Chronic Condition, and may overlap with other Chronic Conditions

Carrier specific programs can be found by members logging into Anthem.com or Sydney app and/or Kp.org or Kaiser Permanente App or on the PRISM carrier partner microsites:

- anthem.com/ca/prism
- kp.org/prism

CSURMA AORMA Benefits Survey

Alliant Insurance Services

AOA Benefits Survey

AOA Benefits Survey Link [HERE]

Alliant Insurance Services

Alliant

AOA 2024 Benefits Survey

BASIC INFORMATION

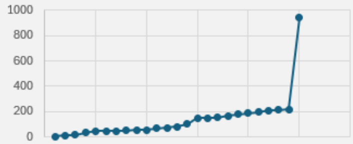
25 Participating Auxiliaries

56% Offer cash in lieu to employees who waive medical coverage.

139 Average number of Full-Time Benefit Eligible Employees (Ranging from 5 to 939)

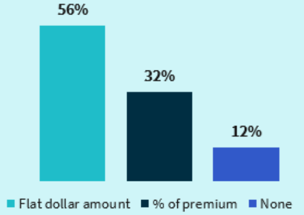
44% Offer CalPERS to Active Exempt Employees

Number of Full-Time Benefit Eligible Employees



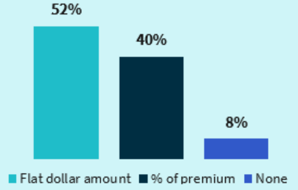
36% Offer CalPERS to Active Non-Exempt Employees

Basis for Active Exempt Employee Medical/Healthcare Contributions



74% Of Auxiliaries who offer percent of premium pay 80-99% of premium for Active Exempt Employees

Basis for Active Non-Exempt Employee Medical/Healthcare Contributions



70% Of Auxiliaries who offer percent of premium pay 80-99% of premium for Active Non-Exempt Employees

Dental Benefits

96% Offer dental benefits to Active Exempt Employees

92% Offer dental benefits to Active Non-Exempt Employees

37% Offer dental benefits to Exempt Early Retirees (Pre-Medicare)

38% Offer dental benefits to Non-Exempt Early Retirees (Pre-Medicare), Exempt Medicare Retirees, & Non-Exempt Medicare Retirees

Vision Benefits

96% Offer vision benefits to Active Exempt Employees

96% Offer vision benefits to Active Non-Exempt Employees

25% Offer vision benefits to Exempt Early Retirees (Pre-Medicare)

30% Offer vision benefits to Non-Exempt Early Retirees (Pre-Medicare)

29% Offer vision benefits to Exempt Medicare Retirees

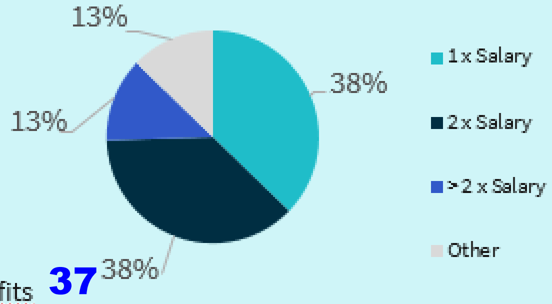
33% Offer vision benefits to Non-Exempt Medicare Retirees

Employee Life Insurance

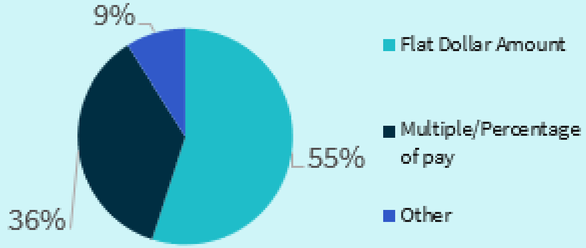
88% Offer a Group Employer Paid Life Insurance

81% Have AD&D Benefits that Mirror the Life Insurance Benefits

Multiple of Percentage of Pay for Exempt & Non-Exempt Employees



Calculation for Exempt & Non-Exempt Employee Life Insurance



Appendix

CSURMA AORMA Plan Membership

CSURMA AORMA Participating Auxiliaries

Medical/Ancillary

Associated Students Inc., CSULB
Associated Students Inc. (SJSU)
Associated Students of San Diego State
Aztec Shops, LTD (SDSU)
Cal State Fullerton University Auxiliary Services Corp.
Cal State Los Angeles University Auxiliary Services Inc.
Cal State University Dominguez Hills Foundation
California State University San Marcos Corporation CSUSM
CSU Sacramento University Enterprises, Inc.
CSULB Research Foundation
Forty-Niner Shops, Inc. (CSULB)
University Corporation at Monterey Bay
Associated Students of CSU Chico

Ancillary Only

Associated Students Inc. at CSLA
Spartan Shops, Inc. (SJSU)
Associated Students Inc. (CSUSB)
Associated Students Inc., Incorporated of California State University Stanislaus
Associated Students of CSU Fullerton
CSU Bakersfield Auxiliary for Sponsored Plans Administration
CSU Bakersfield Foundation
CSUDH Associated Students Inc.
CSUDH Donald P. & Katherine B. Loker Univ. Student Union Inc.
Santos Manuel Student Union (CSUSB)
Student Union at Cal State LA
Student Union of San Jose State University
The University Corporation (CSUN)
University Student Union of CSU Stanislaus
Associated Students Inc. (CSUN)
Associated Students Inc. (SFSU)
Associated Students Inc., Cal Poly Pomona
Towers Foundation (SJSU)
Associated Students Inc., CSU Fresno
Auxiliary at Fresno – Bulldog Foundation
CI University Auxiliary Services, Inc
(formerly Univ GlenCorp at Channel Islands)
CSU Fresno Association
CSU Fresno Foundation
Fresno State Programs for Children
SJSU Research Foundation
The Agricultural Foundation of CSU Fresno

CSURMA AORMA Medical Plan Membership

Alliant Insurance Services

Anthem Enrollment	2022	2023	2024	2025	#Δ
Anthem EPO					
Actives	35	40	41	48	7
Non-Medicare Retirees	0	0	0	0	0
Medicare Retirees	0	0	0	0	0
Subtotal	*35*	*40*	*41*	*48*	*7*
PRISM Anthem HMO Select $15					
Actives	21	22	18	16	-2
Non-Medicare Retirees	2	1	1	0	-1
Medicare Retirees	0	0	0	0	0
Subtotal	*23*	*23*	*19*	*16*	*-3*
PRISM Anthem HMO Full $20					
Actives	199	206	217	239	22
Non-Medicare Retirees	13	14	14	12	-2
Medicare Retirees	0	0	0	0	0
Subtotal	*212*	*220*	*231*	*251*	*20*
PRISM Anthem PPO 80					
Actives	162	152	145	154	9
Non-Medicare Retirees	23	20	22	20	-2
Medicare Retirees	0	0	0	0	0
Subtotal	*185*	*172*	*167*	*174*	*7*
PRISM Anthem PPO 90					
Actives	77	85	64	70	6
Non-Medicare Retirees	0	0	0	0	0
Medicare Retirees	0	0	0	0	0
Subtotal	*77*	*85*	*64*	*70*	*6*
PRISM Anthem HDHP I					
Actives	4	1	2	2	0
Non-Medicare Retirees	0	0	0	0	0
Medicare Retirees	0	0	0	0	0
Subtotal	*4*	*1*	*2*	*2*	*0*
PPO Medicare COB EGWP					
Actives	0	0	0	0	0
Non-Medicare Retirees	0	0	0	0	0
Medicare Retirees	78	85	87	97	10
Subtotal	*78*	*85*	*87*	*97*	*10*
Anthem Total	**614**	**626**	**611**	**658**	**47**

41

Kaiser Enrollment	2022	2023	2024	2025	#Δ
PRISM Kaiser 15 Traditional					
Actives	463	432	454	430	-24
Non-Medicare Retirees	23	22	20	16	-4
Medicare Retirees	0	0	0	0	0
Subtotal	*486*	*454*	*474*	*446*	*-28*
PRISM Kaiser 20 Traditional					
Actives	140	146	156	197	41
Non-Medicare Retirees	7	5	0	5	5
Medicare Retirees	0	0	0	0	0
Subtotal	*147*	*151*	*156*	*202*	*46*
KPSA					0
Actives	0	0	0	0	0
Non-Medicare Retirees	0	0	0	0	0
Medicare Retirees	80	84	90	94	4
Subtotal	*80*	*84*	*90*	*94*	*4*
Kaiser Total	**713**	**689**	**720**	**742**	**22**

	2022	2023	2024	2025	#Δ
Medical Grand Total	**1,327**	**1,315**	**1,331**	**1,400**	**69**

CSURMA AORMA Ancillary Plan Membership

Alliant Insurance Services

PRISM Delta Dental DHMO	2022	2023	2024	2025	#Δ
Option 10A	187	214	232	248	16
Option 11A	0	0	0	0	0
Option 12A	0	0	0	0	0
Total	**187**	**214**	**232**	**248**	**16**

PRISM Delta Dental Premier PPO	2022	2023	2024	2025	#Δ
Option A	190	162	167	173	6
Option B	1,078	1,072	1,124	993	-131
Option C	371	358	351	611	260
Total	**1,639**	**1,592**	**1,642**	**1,777**	**135**

	2022	2023	2024	2025	#Δ
Dental Grand Total	**1,826**	**1,806**	**1,874**	**2,025**	**151**

PRISM VSP Vision	2022	2023	2024	2025	#Δ
Option A - Signature Enhanced Plan B	239	133	139	166	27
Option B - Signature Plan C	951	1,055	1,135	1,377	242
Option C - Choice A with Tints	434	423	419	296	-123
Option D - Choice Plan C with Tints & CVC	320	298	334	324	*-10*
Total	**1,944**	**1,909**	**2,027**	**2,163**	**136**

The Hartford Life and Disability	2022	2023	2024	2025	#Δ
Basic Life / AD&D	1,403	1,535	1,567	1,671	104
Retiree Life	4	4	4	4	0
Dependent Life	18	19	18	18	0
Voluntary Life	167	197	202	215	13
Long Term Disability	1,026	1,087	1,097	1,193	96
Short Term Disability	84	77	80	66	*-14*

Thank You

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 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.

Agenda Item F2
CSURMA AORMA Committee
Meeting Date: May 1, 2025

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 had not been received.

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. Staff recommends the Committee to 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 rates) 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 Rate Proposal for FY 25/26 and FY 26/27 *(Will be provided as a handout)*

Agenda Item F3
CSURMA Executive Committee
Meeting Date: May 1, 2025

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.

RECOMMENDATION: The Executive Committee will be reviewing the service proposal at its meeting on May 2nd. The proposed agreement with Evident ID does include all CSU Auxiliary Organizations. No action from the AORMA Committee is required; however, the Committee may provide its recommendation to the Executive Committee for consideration.

FISCAL IMPACT: $259,510 has been added to the FY 25/26 CSURMA Budget. $53,152 is allocated to the AORMA Liability Program expenses. 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/67508aea0e486bceb281180e/overview?avk=c4ae3ecb

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

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	Max Automation	Get to "Yes"	Optimize Risk/Spend
Thorough reporting and in-depth analysis of your third-party exposure	Collection, verification, analysis, decisioning, storage, and monitoring	Significant resources and tools to increase compliance levels.	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

ALLIANT RISK CONTROL CONSULTING
THREE-YEAR CONTRACT EXTENSION

ISSUE: The current contract with Alliant Risk Control Consulting (ARCC) is due to expire on June 30, 2025. The Committee will be asked to extend the current contract for an additional three years.

RECOMMENDATION: The Program Administrator recommends that the Committee discuss the services delivered by ARCC and provide direction as appropriate.

FISCAL IMPACT: The ARCC services are $193.50 per hour, with the total annual hours not to exceed 646 or $125,000. AORMA is only billed for the services rendered.

Term	Annual Cost	Services Used
FY 19/20	$125,000	$99,950
FY 20/21	$125,000	$68,875
FY 21/22	$125,000	$27,831
FY 22/23	$125,000	$69,885
FY 23/24	$125,000	$60,639
FY 24/25	$125,000	$61,753

BACKGROUND: AORMA has had a contract with ARCC since 2006 and the scope of service has been similar over the years.

PUBLICATION: Members will be kept apprised of all safety services and training available through ARCC.

ATTACHMENT(S):

a. ARCC Utilization Report, July 2022 to March 2025

July 2022 to March 2025
AORMA ARCC Highlight Summary

Key Deliverables Summary		
	• 34 WC Claim Analysis / Reports • 54 Office Workstation Ergonomic Evaluations • 29 Research Requests • 29 Onsite Days & Remote Service Deliverables • 22 Training Sessions • 17 CPR/First Aid Classes (~270 employees) • 6 Compliance Program Reviews • 4 AoA/FTPT Presentations	
ARCC Hours	Used: 1,009	Unused:928

Agenda Item F5
CSURMA AORMA Committee
Meeting Date: May 1, 2025

FY 2025/26 CSURMA OPERATING BUDGET

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

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

Staff 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

AORMA Committee

Draft G

CSURMA **OPERATING BUDGET**

Cash Flow Budget of Revenues and Expenses

Fiscal Year July 1, 2025 to June 30, 2026

TOTAL: AORMA PROGRAMS

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**11,615,165**	**12,993,496**	**12,532,609**	**917,444**	**8%**
Operating Expenses					
Direct Program Expenses					
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	**9,764,559**	**10,573,093**	**13,615,743**	**3,851,185**	**39%**

CSURMA

OPERATING BUDGET

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

TOTAL: AORMA PROGRAMS

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**401,388**	**401,388**	**454,780**	**53,392**	**13%**
Total Operating Expenses	**10,165,947**	**10,974,481**	**14,070,523**	**3,904,577**	**38%**
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	**62,894**	**572,625**	**76,747**	**13,853**	**22%**
Net Surplus (Deficit)	**1,512,113**	**2,591,640**	**-1,461,167**	**-2,973,280**	**-197%**
Beginning Retained Earnings	**8,593,050**	**8,010,763**	**10,601,451**	**2,008,401**	**23%**
Ending Retained Earnings	**8,422,695**	**10,602,403**	**9,140,284**	**717,588**	**9%**

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

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**4,886,728**	**4,683,991**	**7,368,320**	**2,481,592**	**51%**
Operating Expenses					
Direct Program Expenses					
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	**5,361,560**	**6,123,319**	**4,039,280**	**-1,322,280**	**-25%**

General & Administrative Expenses

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

AORMA LIABILITY PROGRAM

(Fund 21) M

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**137,979**	**137,979**	**206,471**	**68,492**	**50%**
Total Operating Expenses	**5,499,539**	**6,261,298**	**4,245,751**	**-1,253,788**	**-23%**
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	**39,323**	**226,080**	**32,118**	**-7,205**	**-18%**
Net Surplus (Deficit)	**-573,488**	**-1,351,227**	**3,154,687**	**3,728,175**	**-650%**
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

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**3,496,681**	**3,496,681**	**2,265,731**	**-1,230,950**	**-35%**
Operating Expenses					
Direct Program Expenses					
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	**3,790,048**	**3,925,893**	**5,935,672**	**2,145,623**	**57%**

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

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**57,773**	**57,773**	**39,687**	**-18,086**	**-31%**
Total Operating Expenses	**3,847,822**	**3,983,666**	**5,975,359**	**2,127,537**	**55%**
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	**18,217**	**142,702**	**25,620**	**7,403**	**41%**
Net Surplus (Deficit)	**-332,923**	**-344,283**	**-3,684,008**	**-3,351,084**	**1007%**
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

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**1,877,071**	**3,270,861**	**1,114,920**	**-762,151**	**-41%**
Operating Expenses					
Direct Program Expenses					
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	**-1,009,899**	**-1,296,499**	**1,727,318**	**2,737,217**	**-271%**

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

AORMA PROPERTY PROGRAM

(Fund 23) O

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**184,205**	**184,205**	**177,379**	**-6,826**	**-4%**
Total Operating Expenses	**-825,694**	**-1,112,294**	**1,904,697**	**2,730,391**	**-331%**
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	**-7,250**	**51,087**	**6,184**	**13,434**	**-185%**
Net Surplus (Deficit)	**2,695,515**	**4,434,242**	**-783,593**	**-3,479,108**	**-129%**
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%**

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

AORMA CRIME PROGRAM

(Fund 24) P

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
Operating Revenues					
Contributions	477,981	467,714	497,437	19,456	4%
Reinsurance Premiums	0	0	0	0	0%
Total Operating Revenues	**477,981**	**467,714**	**497,437**	**19,456**	**4%**
Operating Expenses					
Direct Program Expenses					
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	**472,743**	**460,670**	**487,860**	**15,117**	**3%**

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

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**7,897**	**7,897**	**8,713**	**816**	**10%**
Total Operating Expenses	**480,640**	**468,567**	**496,573**	**15,933**	**3%**
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	**3,628**	**11,939**	**5,329**	**1,701**	**47%**
Net Surplus (Deficit)	**969**	**11,086**	**6,193**	**5,224**	**539%**
Beginning Retained Earnings	**635,012**	**829,812**	**840,898**	**205,886**	**32%**
Ending Retained Earnings	**594,804**	**840,898**	**847,091**	**252,287**	**42%**

AORMA UNEMPLOYMENT INSURANCE PROGRAM

(Fund 25) Q

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
Operating Revenues					
Contributions	876,704	1,074,249	1,286,201	409,497	47%
Reinsurance Premiums	0	0	0	0	0%
Total Operating Revenues	**876,704**	**1,074,249**	**1,286,201**	**409,497**	**47%**
Operating Expenses					
Direct Program Expenses					
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	**1,150,106**	**1,359,710**	**1,425,613**	**275,507**	**24%**

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

	FY 24/25 Adopted	FY 24/25 Anticipated	FY 25/26 Proposed	Difference Adopted to Proposed	Percent Change
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	**14,485**	**14,485**	**22,530**	**8,044**	**56%**
Total Operating Expenses	**1,164,591**	**1,374,195**	**1,448,143**	**283,552**	**24%**
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	**8,976**	**140,817**	**7,495**	**-1,480**	**-16%**
Net Surplus (Deficit)	**-278,911**	**-159,129**	**-154,446**	**124,465**	**-45%**
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	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
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 - Skillsoft Online Training CAMPUS	12,945	9,883	4,241	12,932											40,000
75,000	CO SPD - Compliance Training & Skillsoft 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**

CSURMA AORMA POLICIES AND PROCEDURES BIENNIAL REVIEW

ISSUE: Policy and Procedure (P&P) A-5 states that in the absence of other reasons to review more frequently, all policies and procedures will be reviewed at least every two years. Because all P&P's were reviewed and amended last year, half of the P&P's have been reviewed this year.

At the December 5, 2024, meeting, the Committee directed the Program Administrator to bring back P&P L-3 for discussion and review.

RECOMMENDATION: The Committee is asked to review the P&P's attached to this item. The Program Administrator is not recommending any changes to the reviewed Policies and Procedures; however, the "Last Reviewed" date on the P&P's will be updated to May 1, 2025.

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

BACKGROUND: On May 2, 2024, the AORMA Committee reviewed and approved changes to all AORMA specific Policies and Procedures. The global change to all P&P's was due to a recommendation included in the CSURMA Operational Review Report that noted the following:

> "The AORMA Committee maintains a set of Policies and Procedures specific to the programs offered to Auxiliary Organizations. It is noted that a number of those Policies and Procedures incorporate the phrases, *It shall be the policy of the CSURMA AORMA committee,* or *AORMA COMMITTEE-The governing body of AORMA.* The AORMA Committee is not a separate legal entity and has duties limited by the Executive Committee. It is recommended that when the Policies and Procedures are reviewed that they are amended to reflect the actual authority of the AORMA Committee as well as they be reviewed to refer to the PARTICIPATION AGREEMENT or MEMORANDUM OF COVERAGE where appropriate."

AORMA has 24 Policies and Procedures. In order to separate the review into two separate years, this year, all of the Administrative, Crime, Property and Unemployment policies were reviewed. In 2026, all of the Liability and Workers' Compensation policies will be reviewed.

PUBLICATION: All updated Policies and Procedures will be posted on the CSURMA website.

ATTACHMENT(S):

a. A-1 AORMA Committee Composition, Elections and Term Limits
b. A-2 AORMA Committee and Standing Committee Roles and Responsibilities
c. A-3 AORMA Risk Pool Goal for Retained Funds
d. A-4 Dividends and Assessments
e. A-5 Annual Calendar of Reports, Audits and Filings
f. A-6 Risk Reduction Innovation Matching Grant Incentive Program
g. A-7 Travel Reimbursement Policy
h. A-8 Closed Session
i. A-9 AORMA Committee Member Professional Development
j. C-1 Crime Program Member Allocation Formula
k. P-1 Property Program Member Allocation Formula
l. UI-1 Formula for Determining Unemployment Insurance Program Annual Contributions
m. L-3 Legal Counsel Selection

CSURMA AORMA POLICY AND PROCEDURE NO. A-1

Subject: AORMA Committee Composition, Elections & Term Limits

Adopted: April 18, 2003

Effective: July 1, 2003

Last Reviewed: May 2, 2024

Amended: January 15, 2005, October 27, 2005, January 16, 2008, October 29, 2009, January 11, 2010, September 16, 2010, December 8, 2011, September 13, 2012, March 20, 2014, December 10, 2015, March 9, 2017, September 6, 2018, December 5, 2019, May 4, 2023, May 2, 2024

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*Should there be any discrepancy between this document and either the **Memorandum of Coverage** or **Participation Agreement** between the **AORMA Committee** and the **Member**, the **Memorandum of Coverage** and/or the **Participation Agreement** will govern.*

PURPOSE:

This policy and procedure outlines the process by which members of the California State University Risk Management Authority (CSURMA) Auxiliary Organizations Risk Management Alliance (**AORMA**) Committee are nominated and elected to serve. This policy and procedure addresses the desire of the **CSURMA** to ensure broad organizational representation among **AORMA Committee** members, acknowledging the **AORMA Committee**'s need for stability of leadership while encouraging participation from qualified candidates.

POLICY:

It is the policy of the **CSURMA** that, in accordance with the Bylaws, the **AORMA Committee** shall adopt the procedure outlined in this document for purposes of generating continuity of leadership, encouraging opportunity for diverse committee representation and participation and continuing effective administration of established insurance programs and services.

PROCEDURE:

The following steps will be taken to affect the policy:

1. The **AORMA Committee** will be elected from representatives of the auxiliary organization members of the **CSURMA**, effective July 1 of every year. No auxiliary organization will have multiple representatives serving simultaneously on the **AORMA Committee**. Terms are staggered to create a rotation of the at-large Committee members each year.

2. The **AORMA Committee** will be comprised of seven at-large members and three Officers (Chair, First Vice Chair and Second Vice Chair). Each Officer may serve two two-year terms per position. Term limits do not apply to at-large members.

3. The **AORMA Committee** will review its membership annually to strive for diversity on the Committee based on the following criteria:

- Type of Auxiliary Organization (Foundation, ASI/Student Union or Commercial)
- Mix of personnel (Executive Director, CFO, HR, etc.)
- Campus size (small – less than 10,000 FTE, medium – between 10,000 and 20,000 FTE, or large – more than 20,000 FTE)

4. The First Vice Chair and Chair shall serve as **AORMA Committee** representatives to the **CSURMA** Executive Committee.

AORMA Committee Chair and / First Vice Chair Qualifications

- Served on **AORMA Committee** for at least two years
- Demonstrated leadership abilities in group settings
- Ability to serve as primary advocate and spokesperson for **AORMA Committee**
- Ability to lead the **AORMA Committee**

5. Annually, the Chair shall appoint a Nominations Committee, consisting of at least two **AORMA Committee** members to seek nominations for available positions on the **AORMA Committee**. The Nominations Committee shall consider the following as minimum qualification criteria for individuals seeking nomination to the **AORMA Committee**:

AORMA Committee Representative

- Participating professional member of **CSURMA** AORMA for at least two years
- Served in a **CSURMA** auxiliary organization management position for at least two years
- Demonstrated leadership abilities
- Ability to attend meetings regularly and contribute to the **AORMA Committee**'s work agenda, as described in Policy & Procedure A-2.

6. Timeline for nominations:

September

The Chair shall appoint a Nominations Committee.

October/November

The Nominations Committee shall poll the **AORMA Committee** members, including the Chair, First Vice Chair and Second Vice Chair to identify which of the incumbents whose terms expire the following June 30 are interested in seeking re-election.

December

At the December **AORMA Committee** meeting, the Nominations Committee will announce their nominations for Chair, First Vice Chair and Second Vice Chair but only if the officer's term expires the following June 30. The Chair, First Vice Chair and Second Vice Chair shall be elected by the **AORMA Committee** from its members. All ballots will be tallied by the **CSURMA** Secretary-Auditor.

January

The current **AORMA Committee** Chair will announce to the membership, changes to the Chair, First Vice Chair and Second Vice Chair as well as the opening of the nominations period for open committee positions (for July 1 appointments). The **AORMA Committee** Chair will indicate which types of auxiliary representations are needed on the **AORMA Committee** (to ensure broad representation). Nominations will remain open through the end of February, and self-nominations will be accepted as well as nominations by others.

February

The Nominations Committee will continue to solicit nominations, especially if specific types of auxiliary organizations are not being represented.

March

A nominations slate will be forwarded to the Auxiliary Organizations Association (**AOA**) Executive Committee for review and comment. The slate, with comments, will be returned to the **AORMA Committee** no later than March 31.

April

All **CSURMA** member auxiliary organizations will be sent a ballot with the names of the nominated individuals. Each member auxiliary can vote for the representatives. Completed ballots will be due to the **CSURMA** by April 30.

May

Announcement at the **CSURMA** Board of Directors meeting of the outcomes of the election process to be effective July 1.

DEFINITIONS:

AORMA – "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.

AORMA Committee – is a standing committee of CSURMA.

CSURMA – The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its Auxiliary Organizations.

Member – The Member is a signatory to the CSURMA Joint Powers Authority.

Memorandum of Coverage – The Memorandum of Coverage is a governing document which outlines the coverage program's definitions, coverages, exclusions, and provisions. The Memorandum of Coverage does not provide insurance, but instead provides for risk pooling, in which participating members share risk of loss. The Memorandum of Coverage is a negotiated agreement among the **Members** of CSURMA AORMA.

Participation Agreement – A governing document of CSURMA AORMA which outlines the roles and responsibilities of AORMA and its Members.

CSURMA AORMA **POLICY AND PROCEDURE NO. A-2**

Subject:	AORMA Committee and Standing Committee Roles and Responsibilities
Adopted:	August 19, 2003
Effective:	July 1, 2003
Last Reviewed:	May 2, 2024
Amended:	December 7, 2005, May 14, 2009, October 29, 2009, January 11, 2010, September 16, 2010, September 13, 2012, May 8, 2014, December 10, 2015, September 8, 2016, September 7, 2017, September 6, 2018, May 7, 2020, May 4, 2023, May 2, 2024

*Should there be any discrepancy between this document and either the **Memorandum of Coverage** or **Participation Agreement** between the **AORMA Committee** and the **Member**, the **Memorandum of Coverage** and/or the **Participation Agreement** will govern.*

PURPOSE:

The purpose of this policy is to describe the roles and responsibilities of participants in the California State University Risk Management Authority (**CSURMA)** Auxiliary Organization Risk Management Alliance (**AORMA) Committee** and its Standing Committee(s).

POLICY:

It is the policy of the **CSURMA** to encourage **AORMA** members' participation in the **AORMA Committee** and Standing Committee(s) that oversee operation of **AORMA**'s insurance programs. To that end, **CSURMA AORMA** has adopted Policy and Procedure A-1 that describes the process of **AORMA Committee** elections and representation. This policy further describes the roles and responsibilities of the **AORMA Committee** members and officers. It is expected that **AORMA Committee** members will commit to meeting attendance and participation needed to conduct **CSURMA** business.

PROCEDURE:

The **AORMA Committee** will conduct elections and appointments in accordance with the **CSURMA** Joint Powers Agreement, Bylaws and **AORMA** Policy and Procedure A-1. A copy of Policy and Procedure A-1 describing roles and responsibilities of Committee members will be provided to Committee nominees and participants.

AORMA Committee Participation in General **-** The **AORMA Committee** holds regularly scheduled meetings in person approximately four times per year with additional teleconference meetings as necessary. Following are considerations as respects **AORMA Committee** participation:

1. In person attendance at regularly scheduled **AORMA Committee** meetings is preferred. While virtual attendance can be arranged, the Committee business is best conducted at in-person meetings. Any Committee member or Officer who is not present, either in person or virtual, at two or more **AORMA Committee** meetings in any one fiscal year, may be removed from the **AORMA Committee** upon a majority vote of the **AORMA** Officers unless that **AORMA** Officer is the subject of the vote and then that **AORMA** Officer will be recused.

2. **AORMA Committee** at-large member terms are for two years. It is expected that members be prepared to serve for at least one complete term because the learning curve on **CSURMA**'s coverage programs is steep.

3. Reasonable travel expenses associated with participation on the **AORMA Committee** are reimbursable as provided under **CSURMA AORMA**'s Policy and Procedure A-7 Travel Reimbursement Policy.

4. Representatives elected to the **AORMA Committee** are individually elected, not as direct representatives of their respective auxiliary organizations. It is expected that **AORMA Committee** members will approach their responsibilities from the perspective of the good of the **CSURMA** Auxiliary Organizations programs as a whole, rather than just their individual organization's benefit.

5. **AORMA Committee** members are expected to attend two (2) **CSURMA** Board of Directors meetings annually (one in the fall; one in the spring). State law requires timely completion of appropriate paperwork, such as Fair Political Practices Commission Form 700.

6. Develop recommendations for the **AORMA Committee** and take action within delegated authority.

AORMA Committee Chair - In addition to the roles and responsibilities of **AORMA Committee** participation, in general, the **AORMA Committee** Chair has the following roles and responsibilities:

1. Representative of the **AORMA Committee** to the Auxiliary Organization Association (AOA) Executive Committee and attendance at AOA Executive Committee meetings and AOA Annual Conference planning meetings.

2. Attendance and participation in **CSURMA Executive Committee** meetings (approximately five times per year).

3. Availability for regular communication with, and direction of **CSURMA** Program Administrator staff.

4. Availability to respond to **CSURMA** Auxiliary Organizations member questions and concerns.

5. A commitment toward professional development in the area of risk management and representation of **CSURMA** at conferences and meetings, such as the AOA Annual Conference, the **CSURMA** Fitting the Pieces Together Conference and other conferences as appropriate.

6. Authority to appoint an at-large **AORMA Committee** member or the First Vice Chair or Second Vice Chair if that seat on the **AORMA Committee** is vacated mid-term.

7. Authority to establish task groups / ad hoc committees as necessary.

8. Authority to appoint the Standing Committee Chair, members of the **AORMA Standing Committee(**s) and task groups (in consultation with the **AORMA Standing Committee** Chair(s).)

9. Service on Standing Committee(s), task groups and ad hoc committees as appropriate.

10. Attend and present at **CSURMA** Board of Directors meetings.

11. Authority to call meetings from time to time and in compliance with applicable open meeting regulations to conduct business and planning for the **AORMA** program including an **AORMA** Officer's Retreat.

12. Authority to invite additional attendees to meetings as the Chair deems appropriate and to authorize reimbursement of invitee travel expenses provided the expenses are within amounts budgeted for **AORMA** expenses and in compliance with **AORMA** travel expense reimbursement Policy and Procedure.

13. In accordance with Policy and Procedure L-2 and W-4, if time is of the essence in a specific matter, the **AORMA Committee** Chair, First Vice Chair and Second Vice Chair, on the advice of the liability or workers' compensation third party claims administrator, shall have authority to determine the terms of an emergency settlement up to the Pooled Layer Limit upon the agreement of a majority consisting of at least two officers, provided that no officers involved in the specific matter may participate in the determination.

<u>AORMA Committee First Vice Chair</u> - In addition to items 1 thru 5 and items 9 and 13 of the roles and responsibilities of the **AORMA Committee** Chair, it is expected that the **AORMA Committee** First Vice Chair will also:

1. Be prepared to serve in the Chair position should the Chair vacate its seat mid-term.

2. Attend and participate in the **CSURMA Executive Committee** meetings.

AORMA Committee Second Vice Chair - In addition to items 1 thru 5 and items 9 and 13 of the roles and responsibilities of the **AORMA Committee** Chair, it is expected that the **AORMA Committee** Second Vice Chair will also:

1. Be prepared to serve in the First Vice Chair position should the First Vice Chair vacate its seat mid-term.

AORMA Standing Committees

1. The **AORMA Committee** reserves the right to create and dissolve any or all Standing Committees at any time. The **AORMA Committee** shall appoint Standing Committees to provide support to the **AORMA Committee**. These Standing Committees are as follows:

   a. Executive Officers

   b. **AORMA** Benefits Committee

2. Standing Committee membership will be as follows:

   a. Executive Officers – The **AORMA Committee** Chair, First Vice Chair and Second Vice Chair.

   b. **AORMA** Benefits Committee – A minimum of five members, at least one of whom shall be an **AORMA Committee** member.

3. Reasonable travel expenses associated with participation on **AORMA** Standing Committees are reimbursable as provided in **CSURMA**'s travel reimbursement policy.

4. Representatives are individually appointed, not direct representatives of their respective auxiliary organizations. It is expected that representatives will approach their responsibilities from the perspective of the good of the **CSURMA** Auxiliary Organizations programs as a whole, rather than just their individual organization's benefit.

5. Standing Committee(s) shall develop recommendations for the **AORMA Committee** and take action within delegated authority.

6. Standing Committee(s) shall be responsible for overseeing the completion of special projects as determined by the **AORMA Committee**. Standing Committees will be asked to present recommendations for discussion and approval by the full **AORMA Committee.**

7. Any Standing Committee member who is not present, either in person or via teleconference, at two or more Standing Committee meetings in any one fiscal year, may be removed from the Standing Committee upon a majority vote of the **AORMA** Officers unless that **AORMA** Officer is the subject of the vote and then that **AORMA** Officer will be recused.

ADDENDUM

AORMA STANDING COMMITTEE DESCRIPTIONS

This addendum to **CSURMA AORMA** Policy and Procedure A-2 will summarize the primary roles and responsibilities of the Committees appointed by the **AORMA Committee** Chair. The Committees will from time to time provide reports on their activities to the **AORMA Committee**, making recommendations on their areas of expertise.

This addendum may be updated from time to time as the need for changes to the Committee structure are desired by the **AORMA Committee**.

Executive Officers Committee

The **AORMA** Executive Officers Committee will provide executive management oversight of **AORMA** operations and **AORMA** staff. Comprised of the **AORMA** Chair, First Vice Chair and Second Vice Chair, the Executive Officers Committee will develop relationships between the **CSURMA AORMA** and the **AOA**, manage Committee appointments, leadership and succession planning, and work with staff to develop and update miscellaneous financial, legal, governing and coverage documents. The Executive Committee shall also have claims settlement authority as outlined in **AORMA** Policies and Procedures L-2 and W-5.

AORMA Benefits Committee

The Benefits Committee will oversee the management of all benefits programs not otherwise assigned to another committee. The Committee will assist in the evaluation of benefit administration, employee benefits initiatives, **CSURMA AORMA** program offerings, guidelines and related services. Members will review the annual **CSURMA AORMA** Benefit Plan renewals, associated financials and alternatives. Request For Proposal development and selection will also be handled by this Committee.

DEFINITIONS:

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AORMA Committee – is a standing committee of CSURMA.

CSURMA – The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its Auxiliary Organizations.

Member – The Member is a signatory to the CSURMA Joint Powers Authority.

Memorandum of Coverage – The Memorandum of Coverage is a governing document which outlines the coverage program's definitions, coverages, exclusions, and provisions. The Memorandum of Coverage does not provide insurance, but instead provides for risk pooling, in which participating members share risk of loss. The Memorandum of Coverage is a negotiated agreement among the **Members** of CSURMA AORMA.

Participation Agreement – A governing document of CSURMA AORMA which outlines the roles and responsibilities of AORMA and its Members.

Subject: AORMA Risk Pools Goal for Retained Funds

Adopted: January 10, 2007

Effective: January 1, 2007

Last Reviewed: May 2, 2024

Amended: October 29, 2009, September 16, 2010, October 23, 2014, May 5, 2016, September 7, 2017, September 6, 2018, September 5, 2019, May 6, 2021, September 6, 2023, May 2, 2024

Policy & Procedure: Formerly 7

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POLICY:

In an effort to assure the long-term financial strength of the Workers' Compensation, Liability, Property, Crime and Unemployment Insurance Programs (Programs), the California State University Risk Management Authority (**CSURMA**) Auxiliary Organization Risk Management Alliance (**AORMA**) **Committee** desires to fund the Programs in a responsible manner. Furthermore, in recognition that there is a high degree of uncertainty in actuarial estimates due to the possibility of occasional catastrophic claims and inconsistent or inaccurate case reserving, the **AORMA Committee** desires to establish a **Goal for Retained Funds** that will guide them in making annual funding decisions for the Programs.

The **Goal for Retained Funds** is hereby established to be, at a minimum, the actuarially determined 70% **Confidence Level**, discounted for investment. In evaluating the Programs' funding position relative to the **Goal for Retain Funds** as a part of each year's ratemaking process, the **AORMA Committee** shall take into consideration the following ratios:

1. Gross Premium to Retained Funds Ratio
2. Retained Funds to Pool Retention Ratio
3. Outstanding Losses to Retained Funds Ratio
4. Outstanding Reserves to Retained Funds Ratio
5. Change in Retained Funds Ratio
6. Change in Reserves Ratio

The **AORMA Committee** may take action to set a higher or lower **Confidence Level** based on **AORMA**'s goal to retain more or less risk.

PROCEDURE:

1. **Annual Actuarial Study -** Each year the Program Director will engage CSURMA's accredited independent actuary to perform an actuarial analysis of the Workers' Compensation, Liability and Property Programs. This analysis shall include **Estimated Outstanding Losses** (including **IBNR**) at various **Confidence Levels** as well as **Projected Ultimate Losses** for the upcoming year(s). The analysis shall also compare the current program funding against the **Estimated Outstanding Losses** and determine the **Confidence Level** to which the program is currently funded. Because the Crime Program has an annual aggregate retention, an actuarial analysis is not performed. Also, no actuarial study is required for the Unemployment Insurance Program as that program covers very short tail statutory benefits.

2. **Calculation of Goal for Retained Funds Ratios -** The Program Director will also calculate certain insurance industry ratios to help determine the Program's current financial position as follows:

   - **Gross Premium to Retained Funds Ratio: Target <1.5:1**
     This ratio is a measure of how **Retained Funds** are leveraged against possible pricing inaccuracies. A low ratio is desirable.

   - **Retained Funds to Pool Retention Ratio: Target >5-10:1**
     This ratio is a measure of the maximum amount that Retained Funds could decline due to a single loss. A high ratio is desirable.

   - **Outstanding Losses to Retained Funds Ratio: Target ≤ 1.5:1**
     This ratio is a measure of how **Retained Funds** are leveraged against possible reserve and actuarial estimate inaccuracies. A low ratio is desirable.

   - **Outstanding Reserves to Retained Funds Ratio: Target ≤ 1:1**
     This ratio is a measure of how **Retained Funds** are leveraged against possible reserve inaccuracies. A low ratio is desirable.

   - **Change in Equity Ratio: Target – Less than a 10% decrease**
     This ratio is a measure of the year-over-year change in the pool's financial condition. An increase in net position is desirable.

   - **Change in Reserves Ratio: Target – Less than a 20% increase**
     This ratio is a measure of the year-over-year change in the pool's reserves on open claims. A decrease in reserves is desirable.

3. Discussion and Documentation of Historical Funding – As part of the **Goal for Retained Funds** review process, annually, the **AORMA Committee** will discuss and document its historical funding philosophy and the factors involved in its decision-making process. It will also consider whether the factors remain relevant, taking action to amend, if necessary.

4. Application of **Goal for Retained Funds Criteria** – After an annual review of the **Goal for Retained Funds** Ratios, the **AORMA Committee** will determine whether it is desirable to increase, decrease, or stabilize **Retained Funds**. If the **AORMA Committee** desires to decrease **Retained Funds**, it may approve a funding level below the 70% **Confidence Levels**. Conversely, a funding decision above the 70% **Confidence Levels** will indicate a bias toward increasing **Retained Funds**. A determination to fund at the 70% **Confidence Levels** will reflect the **AORMA Committee**'s desire to keep **Retained Funds** at the current level. The **AORMA Committee** will also consider the **Retained Funds** requirements for the Program(s) should it transition from, or to, a fully insured / reinsured Program. Enough **Retained Funds** will be maintained within the Program(s) to make the transition without causing fiscal hardship for the **Member**s.

   Because the Crime Program has an annual aggregate retention, and therefore no actuarial study is performed, the **Retained Funds** shall be the amount of funds that exceed the maximum liability retained by the program for all program years. The **Retained Funds** for the Unemployment Insurance Program will follow the procedure established in Policy and Procedure UI-1 Formula for Determining UIP Annual Deposit. The **AORMA Committee** will approve the annual funding for each program.

   The **Goal for Retained Funds** Analysis will be prepared for each self-funded program and presented to the **AORMA Committee** after the end of each fiscal year.

5. Dividends – Dividends may be available from the amount of **Retained Funds** exceeding the **Goal for Retained Funds** amount established by the **AORMA Committee**. The allocation of any dividend shall be pursuant to the Dividends and Assessments Policy and Procedure detailed in Policy and Procedure No. A-4.

6. Assessments – Assessments may be required when the **AORMA Committee** determines that the amount of **Retained Funds** is not sufficient and can best be remedied by an extraordinary assessment. The allocation of any assessment shall be pursuant to the Dividends and Assessments Policy and Procedure detailed in Policy and Procedure No. A-4.

MEMBER APPEAL PROCESS:

If a **Member** wishes to appeal any decision regarding the application of the **AORMA** Risk Pool **Goal for Retained Funds** Policy, the **Member** must present an appeal in writing to the CSURMA Secretary-Auditor within 30 days of the disputed decision. The Secretary-Auditor shall place the **Member**'s appeal on the **AORMA Committee**'s agenda at its next regularly scheduled meeting. The **AORMA Committee** will review the appeal and inform the **Member** of the final decision within five (5) business days of the final decision.

If a **Member** wishes to appeal the **AORMA Committee**'s decision, the **Member** will notify the CSURMA Secretary-Auditor in writing within five (5) business days of receipt of the **AORMA**

Committee’s decision. The **CSURMA Executive Committee** will then review the appeal at its next meeting or sooner. The **CSURMA Executive Committee**’s decision will be the final determination.

DEFINITIONS:

AORMA Committee - The governing body of AORMA.

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

Confidence Level: A confidence level is the statistical certainty that an actuary believes funding will be sufficient. For example, an 80% confidence level means that the actuary believes funding will be sufficient in eight years out of ten.

CSURMA - The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

Estimated Outstanding Losses – Estimated Outstanding Losses are the cost of claims that have occurred but have not yet been paid. They typically include indemnification and allocated loss adjustment expenses (ALAE), but not unallocated loss adjustment expenses (ULAE). They are calculated as projected ultimate losses less paid losses. Alternatively, they are the sum of case reserves and incurred but not reported (**IBNR**) claims. Estimated Outstanding Losses are usually the largest single item listed as a liability the balance sheet of a public entity's financial statement. GASB Statement No. 10 requires they be calculated by actuarial methods. Other common names for estimated outstanding losses are outstanding claim liability and unpaid claims.

Goal for Retained Funds – The amount of cash equivalent available to pay claims in excess of actuarial 70% **Confidence Level** discounted for investment income.

Gross Premium - Includes pool premium and reinsurance/excess insurance premium but does not include administrative costs.

IBNR – Incurred But Not Reported. **IBNR** is comprised of two distinct items. These are the development of known case reserves and incurred by not reported claims. The actuary's estimate of the inadequacy of case reserves. Most claims settle at amounts close to what is set by the claims administrator. Some claims close favorably and some emerge as more expense. On balance, case reserves tend to be too low. Therefore, the **IBNR** includes the actuary's estimate of the amount total case reserves will rise upon closure. The **IBNR** also refers to those claims that have occurred, but have not yet been reported.

Member – The **Member** is a signatory to the **CSURMA** Joint Powers Authority.

Memorandum of Coverage – The **Memorandum of Coverage** is a governing document which outlines the coverage program's definitions, coverages, exclusions and provisions. The Memorandum of Coverage does not provide insurance, but instead provides for risk pooling, in which participating members share risk of loss. The Memorandum of Coverage is a negotiated agreement among the **Member**s of **CSURMA AORMA.**

Outstanding Reserves - The sum total of unpaid case reserves in the pool layer as determined by the various claim's examiners.

Participation Agreement – A governing document of **CSURMA AORMA** which outlines the roles and responsibilities of **AORMA** and its **Member**s.

Pool Retention - The maximum amount of exposure to a single loss retained by the pool over the most recent five years.

Projected Ultimate Losses – Projected Ultimate Losses are the accrual value of claims. They are the total amount that is expected to be paid in a particular claim period after all claims are closed. Projected Ultimate Losses are the total loss costs for a particular period. They typically include indemnification and allocated loss adjustment expenses (ALAE), but not unallocated loss adjustment expenses (ULAE).

Retained Funds - The amount of cash equivalent available to pay claims in excess of actuarial expected losses undiscounted for investment income.

CSURMA AORMA **POLICY AND PROCEDURE NO. A-4**

Subject: Dividends & Assessments

Adopted: March 8, 2007

Effective: July 1, 2007

Last Reviewed: May 2, 2024

Amended: October 29, 2009, September 16, 2010, October 23, 2014, May 5, 2016, March 9, 2017, May 2, 2019, May 6, 2021, May 2, 2024

Policy & Procedure: Formerly 8

Should there be any discrepancy between this document and either the ***Memorandum of Coverage*** *or* ***Participation Agreement*** *between the* ***AORMA Committee*** *and the* ***Member****, the* ***Memorandum of Coverage*** *and/or the* ***Participation Agreement*** *will govern.*

POLICY:

It is the policy of the California State University Risk Management Authority (**CSURMA**) that the Auxiliary Organization Risk Management Alliance (**AORMA**) **Coverage Program**s comply with the following:

1. Evaluation of the funding for each Risk Pooling **Program** shall be made based on all coverage periods combined for that particular **Program** rather than on each coverage period on its own. The availability of any dividend or need for any assessment will be determined based on the **Program**'s overall funding relative to the Goal for Retained Funds detailed in the separate Policy and Procedure No. A-3.
2. Assessments and Dividends shall be allocated to the **Members** based on participation in "open" policy periods only.
3. Unless the **AORMA Committee** takes specific action to the contrary, a coverage period shall be considered "closed" for dividend and assessment purposes five (5) years from the expiration of that period (i.e. 6/30/03 for FY 07/08).
4. Assessments are a responsibility of membership and shall be allocated to all **Members** who participated in the open policy periods which the assessment is based on, regardless of whether they are current **Members** at the time the assessment is declared.
5. Dividends are a privilege of membership and shall be allocated only to the current **Members** in the **Program** at the time the dividend is declared who participated in one or more of the open policy periods which the dividend is based on.

PROCEDURE:

1. Annual Funding Analysis – Each year the Program Director will analyze the current funding position of the **Programs** in accordance with the **AORMA** Risk Pool Goal for Retained Funds detailed in Policy and Procedure No. A-3. This analysis will, in part, determine whether the **Program**'s overall funding is sufficient to consider a dividend or is depleted to the point of considering an assessment. The Program Director's analysis will be reviewed by the **AORMA Committee**.
2. Closure of Policy Periods - Upon reaching five (5) years of maturity after the end of a coverage period, that period shall be "closed" and there shall be no further dividends or assessments allocated with respect to those **Program** periods. Notwithstanding the above, the **AORMA Committee** may take action to leave a policy period "open" even though it may otherwise qualify for closure. In addition, the last five (5) policy periods shall always remain "open" unless the **AORMA Committee** takes specific action to declare any of the last five (5) policy periods closed.
3. Dividends and Assessments - Dividends and assessments shall be allocated to the **Member**s based upon the proportion of all premiums paid to the **Program** in all "open" periods only. For purposes of allocating dividends and assessments pursuant to this subparagraph, all "open" policy periods shall be considered collectively.
4. Declaration of Assessments – Assessments will be declared as needed by the **AORMA Committee** and will be collected from a **Member** in accordance with its proportionate funding to the **Program** during all "open" policy periods, whether or not they currently participate in the **Program** at the time of the assessment.
5. Declaration of Dividends – The **AORMA Committee** may declare dividends if overall funding is sufficient to support such action. Upon such a declaration, the dividend shall be allocated to those **Members** currently participating in the **Program** at the time the dividend is declared, based on the proportionate funding of all "open" policy periods. For those **Members** involved in federal sponsored programs, the dividend can be retained on account with **CSURMA** to be used to lower contributions for the upcoming fiscal year. If the **Member** chooses to receive the dividend, then the **Member** will be required to calculate the percentage of its payroll and salary that is attributable to federal sponsored programs to determine what percentage of the dividend will need to be returned to the federal government.

MEMBER APPEAL PROCESS:

If a **Member** wishes to appeal any decision regarding the application of the Dividend/Assessment Policy, the **Member** must present an appeal in writing to the **CSURMA** Secretary-Auditor within 30 days of the disputed decision. The Secretary-Auditor shall place the **Member** appeal on the **AORMA Committee** agenda at its next regularly scheduled meeting. The **AORMA Committee** will review the appeal at its next regularly scheduled meeting and inform the **Member** of the final decision within 5 business days of its decision.

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

DEFINITIONS:

AORMA – Auxiliary Organizations Risk Management Alliance, a group of **Program**s of the California State University Risk Management Authority representing auxiliary organizations.

AORMA Committee – The governing body of **AORMA**.

CSURMA - The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

Executive Committee – The Executive Committee of the CSURMA's Board of Directors.

Member – The **Member** is a signatory to the **CSURMA** Joint Powers Authority.

Memorandum of Coverage – The Memorandum of Coverage is a governing document which outlines the program's definitions, coverages, exclusions, and provisions. The Memorandum of Coverage does not provide insurance, but instead provides for pooled insurance. The Memorandum of Coverage is a negotiated agreement among the Members of CSURMA AORMA.

Participation Agreement – A governing document of CSURMA AORMA which outlines the roles and responsibilities of AORMA and its Members.

Program – For purposes of dividends and assessments, **AORMA**'s **Program**s are the Liability, Workers' Compensation, Property and Crime.

CSURMA AORMA POLICY AND PROCEDURE NO. A-5

Subject:	Calendar of Reports, Audits, Filings and Reviews
Adopted:	October 29, 2009
Effective:	October 29, 2009
Last Reviewed:	May 2, 2024
Amended:	September 12, 2013, November 6, 2013, March 20, 2014, October 23, 2014, May 5, 2016, March 8, 2018, December 5, 2019, September 6, 2023, May 2, 2024

*Should there be any discrepancy between this document and either the **Memorandum of Coverage** or **Participation Agreement** between the **AORMA Committee** and the **Member**, the **Memorandum of Coverage** and/or the **Participation Agreement** will govern.*

PURPOSE:

This policy and procedure outlines the various audits, reports and filings to be compiled by the California State University Risk Management Authority **(CSURMA)** Auxiliary Organization Risk Management Alliance **(AORMA) Committee.**..

POLICY:

It shall be the policy of the **CSURMA AORMA Committee** to take the following action:

Reports and Audits:

1. Actuarial Study: Annually, the Program Director will engage **CSURMA**'s accredited independent actuary to perform an actuarial analysis of the Workers' Compensation, Liability and Property Programs. The analysis shall include (1) Projected Ultimate Losses for the upcoming fiscal year(s) and (2) the Estimated Outstanding Losses (including IBNR) at various confidence levels.

2. Third-Party Claims Administration Audits for both the Liability and Workers' Compensation Program: These audits will be performed by an independent outside auditor in accordance with **CSURMA** Policy and Procedure #5. The **AORMA** Liability Program shall be audited in every odd numbered calendar year. The **AORMA** Workers' Compensation Program shall be audited in every even number calendar year. Upon the recommendation of the Program Administrator, the **AORMA Committee** may adjust the audit schedule described above based on **AORMA**'s business needs such as a planned Request-for-Proposal process, or a need to monitor a vendor's service performance more frequently.

3. Financial Audit: This audit will be performed annually by an independent outside auditor.

4. State of California Regulatory Required Filings: Form 700 - Statement of Economic Interests. All **AORMA Committee** members will annually file with the FPPC the Form 700 - Statement of Economic Interests by April 1. All **AORMA Committee** members will also file with the FPPC the Form 700 upon becoming or retiring as a Committee member.

5. Policy and Procedure Review Schedule: In the absence of other reasons to review a policy and procedure more frequently, all policies and procedures will be reviewed at least every two years.

6. Member Allocation Formula Review:

   a. The **Member** Allocation Formula for each **AORMA** program with a pooled layer will be reviewed at least every three (3) years in order to verify that the allocation formulas are still fair and equitable.
   b. The **AORMA Committee** will approve any and all revisions to the member allocation formulas before being utilized.

7. Property Appraisals:

   a. Every five (5) years, the Program Administrator will engage a qualified property appraisal firm to appraise all buildings owned by **Members** and insured within the **AORMA** Property Program with total insurable values of $1,000,000 or greater.
   b. Every ten (10) years, the Program Administrator will engage a qualified property appraisal firm to appraise all buildings owned by **Members** and insured within the **AORMA** Property Program regardless of the value.

DEFINITIONS:

AORMA – "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.

AORMA Committee – The governing body of **AORMA**.

CSURMA - The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

Member – The **Member** is a signatory to the **CSURMA** Joint Powers Authority.

Memorandum of Coverage – The Memorandum of Coverage is a governing document which outlines the coverage program's definitions, coverages, exclusions, and provisions. The Memorandum of Coverage does not provide insurance, but instead provides for risk pooling, in which participating **Members** share risk of loss. The Memorandum of Coverage is a negotiated agreement among the **Members** of CSURMA AORMA.

Participation Agreement – A governing document of **CSURMA AORMA** which outlines the roles and responsibilities of **AORMA** and its **Member**s.

CSURMA AORMA — POLICY AND PROCEDURE NO. A-6

Subject: Risk Reduction Innovation Matching Grant Incentive Program

Adopted: May 9, 2013

Effective: July 1, 2013

Last Reviewed: May 2, 2024

Amended: September 12, 2013, March 20, 2014, December 4, 2014, May 5, 2016, May 7, 2020, May 2, 2024

Should there be any discrepancy between this document and either the Memorandum of Coverage or Participation Agreement between the AORMA Committee and the Member, the Memorandum of Coverage and/or the Participation Agreement will govern.

PURPOSE:

The Risk Reduction Innovation Matching Grant Program (**Program**) makes funds available to **Members** of the California State University Risk Management Authority (**CSURMA**) Auxiliary Organizations Risk Management Alliance (**AORMA)**. It funds original and inventive training programs, the purchase of safety equipment, innovative modernization of the **Member**'s premises or any other unique or creative safety related project that may lead to a documentable reduction in claims costs. The purpose of this type of *matching grant program* is to encourage **Members** to enhance existing risk reduction efforts and to inspire ingenious safety ideas that the other **Members** may employ.

POLICY:

1. To access funds under the **Program**, the **Member**, must complete the grant application which is located on the **CSURMA** website and will include the following information;
    a. A description of the proposed risk reduction project
    b. The anticipated timeline for completion of the risk reduction project.
    c. An estimate of the total costs for the proposed risk reduction project.

2. The **Member** will be expected to complete the proposed risk reduction project within the timeline provided within the grant application. Upon review, the **AORMA Committee** may rescind the grant if the **Member** has not started, or completed, the risk reduction project within the timeframe proposed.

3. Fifty percent (50%) of the **Member**'s risk reduction project costs (up to the maximum grant amount approved for that **Member**) will be reimbursed under the **Program**. The **Member** will submit to the **AORMA Committee** the final paid receipt to be used to calculate the **Program** reimbursement amount.

4. After the grant funds are utilized, the **Member** will provide a brief report providing information that will assist the **AORMA Committee** in monitoring this **Program**'s effectiveness and the merits of future **Program** funds.

DEFINITIONS:

AORMA: The Auxiliary Organizations Risk Management Alliance is a group of programs that operate within the California State University Risk Management Authority representing the auxiliary organizations.

AORMA Committee: The governing body of **AORMA**.

CSURMA - The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

Member – The Member is a signatory to the **CSURMA** Joint Powers Authority as well as the **AORMA** Workers' Compensation Program Participation Agreement.

Program - The Risk Reduction Innovation Matching Grant Program

CSURMA AORMA **POLICY AND PROCEDURE NO. A-7**

Subject:	CSURMA AORMA Travel Reimbursement Policy
Adopted:	March 21, 2013
Effective:	March 21, 2013
Last Reviewed:	May 2, 2024
Amended:	March 19, 2015, March 9, 2017, September 6, 2018, May 2, 2024

PURPOSE:

California State University Risk Management Authority (**CSURMA**) members benefit from the work of their elected and appointed representatives who give their time to participate in the governance and development of **CSURMA** programs. Committee Member in person attendance at the Auxiliary Organization Risk Management Alliance (**AORMA) Committee**, standing committee meetings and task group meetings is preferred. This Policy and Procedure is intended to formalize the prior existing practices of **CSURMA**.

POLICY:

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

PROCEDURE:

1. Reimbursement requests will be reported on the **Authorized Traveler**'s completed State of California – Travel Expense Claim form or the form utilized by the **Authorized Traveler**'s member auxiliary organization. The claim form should be forwarded to the **Authorized Traveler**'s member auxiliary organization accounting department for reimbursement. The member auxiliary organization's accounting department should then seek reimbursement from **CSURMA**.

2. The **Authorized Traveler**'s accounting department should send the following documents to **CSURMA** c/o the Systemwide Office of Risk Management:

   a) Invoices for all reasonable expenses
   b) Completed State of California (or **Authorized Traveler**'s member auxiliary organization) – Travel Expense Claim form

c) Documentation of the purpose of the travel such as a copy of the agenda, presentation, etc. for the **Covered Purpose** that the **Authorized Traveler** attended.

DEFINITIONS:

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

2. **Covered Expenses** – includes reasonable expenses incurred by the **Authorized Traveler** as provided under the travel reimbursement policy of the California State University or the **Authorized Traveler**'s member auxiliary organization travel reimbursement policy requirements.

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

CSURMA AORMA — POLICY AND PROCEDURE NO. A-8

Subject:	CSURMA AORMA Closed Session Policy
Adopted:	October 23, 2014
Effective:	October 23, 2014
Last Reviewed:	May 2, 2024
Amended:	May 2, 2024

*Should there be any discrepancy between this document and either the **Memorandum of Coverage** or **Participation Agreement** between the **AORMA Committee** and the **Member**, the **Memorandum of Coverage** and/or the **Participation Agreement** will govern.*

POLICY:

The California State University Risk Management Authority (**CSURMA**) Auxiliary Organizations Risk Management Alliance (**AORMA**) **Committee** conducts its meetings in compliance with the Bagley-Keene Open Meeting Act. The Act allows the **AORMA Committee** to meet in closed session to confer with or receive advice from its legal counsel regarding pending litigation when discussion in open session concerning those matters would prejudice the position of **CSURMA AORMA** in the litigation.

From time to time, a **Member** may be asked to recuse himself/herself from **Closed Session** discussions due to a potential conflict of interest.

PROCEDURE:

Prior to entering closed session, upon advice from the **CSURMA** Legal Counsel, Claims Administrator and/or Program Director, an **AORMA Committee** member may be asked to recuse himself/herself from the closed session discussion where a potential conflict of interest may exist.

DEFINITIONS:

AORMA – "Auxiliary Organization Risk Management Alliance" or "AORMA" refers to those Coverage Programs and associated services which are directed primarily at serving the Auxiliary Organization Members.

AORMA Committee – The governing body of **AORMA**.

CSURMA - The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

Member – The **Member** is a signatory to the **CSURMA** Joint Powers Authority.

Memorandum of Coverage – The Memorandum of Coverage is a governing document which outlines the coverage program's definitions, coverages, exclusions, and provisions. The Memorandum of Coverage does not provide insurance, but instead provides for risk pooling, in which participating members share risk of loss. The Memorandum of Coverage is a negotiated agreement among the **Members** of CSURMA AORMA.

Participation Agreement – A governing document of **CSURMA AORMA** which outlines the roles and responsibilities of **AORMA** and its **Member**s.

CSURMA AORMA — California State University Risk Management Authority · Auxiliary Organizations Risk Management Alliance

CSURMA AORMA **POLICY AND PROCEDURE NO. A-9**

Subject:	AORMA Committee Member Professional Development
Adopted:	May 4, 2023
Effective:	May 4, 2023
Last Reviewed:	May 2, 2024
Amended:	May 2, 2024

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 California State University Risk Management Authority (**CSURMA)** that individuals who serve on the **CSURMA** Auxiliary Organization Risk Management Alliance (**AORMA) 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 AORMA** to fund annually travel for **AORMA 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 **AORMA Committee** professional development, then travel during the applicable fiscal year will be approved and reimbursed pursuant to this Policy and Procedure.

2. The **AORMA 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.

   <u>Allowable Expenses</u>

   a) Registration cost of registering for the Professional Development conference in the amount not to exceed $2,500, and

   b) Travel Expenses pursuant to Policy and Procedure A-7 – Travel Reimbursement.

3. The Attendee will provide the **AORMA Committee** with a verbal or written report of information gained from the professional development program attended.

DEFINITIONS:

AORMA Committee - The governing body of AORMA.

AORMA - "Auxiliary Organization Risk Management Alliance" or "AORMA" refers to those Coverage Programs and associated services which are directed primarily at serving the Auxiliary Organization Members.

CSURMA - The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

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California State University Risk Management Authority
Auxiliary Organizations Risk Management Alliance

CSURMA AORMA **POLICY & PROCEDURE NO. C-1**

Subject: Crime Program Member Allocation Formula

Adopted: November 6, 2013

Effective: July 1, 2014

Last Reviewed: May 2, 2024

Amended: September 10, 2015, May 4, 2017, May 2, 2019, September 10, 2020 (Change Effective July 1, 2020), May 6, 2021 (Change Effective July 1, 2021), May 2, 2024

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*Should there be any discrepancy between this document and either the **Memorandum of Coverage** or **Participation Agreement** between the **AORMA Committee** and the **Member**, the **Memorandum of Coverage** and/or the **Participation Agreement** will govern.*

POLICY:

It shall be the policy of the California State University Risk Management Authority (**CSURMA)** Auxiliary Organization Risk Management Alliance (**AORMA**) **Committee** to determine each **Member**'s allocation of the total crime program costs as outlined in the Crime Program Member Allocation Formula noted below:

PROCEDURE:

Annually, in September, the **AORMA Committee** will approve the total crime program costs for the upcoming fiscal year.

In December, the **AORMA Committee** will review and approve the final Crime Program Member Allocation Formula, including all allocation criteria.

Basic Rates:

1. Expenditures are multiplied by the **Basic Rate.** *Result – basic premium*

**** Example ****

1.	**$25,000,000** Expenditures	*	**.0200** Basic Rate (per $100 in payroll)	=	**$5,000** Basic Premium

Size Credit:

1. Basic premium is divided by the **Maximum Premium for Calculating Size Credit**. *Result – percentage of total basic premium compared to the **Maximum Premium for Calculating Size Credit**.*
2. Percentage of total basic premium compared to **Maximum Premium for Calculating Size Credit** is multiplied by **Maximum Size Credit Percentage**. *Result – **Size Credit Percentage**.*
3. **Basic Rate** is multiplied by the **Size Credit Percentage**. *Result – **Basic Rate** with size credit.*
4. **Basic Rate** with size credit is multiplied by the expenditures. *Result – Basic premium with size credit.*

**** Example ****

1.	**$5,000** Basic Premium	/	**$10,000** Maximum Premium for Calculating Size Credit	=	**50%** % of Total Basic Premium Compared to Maximum Premium for Calculating Size Credit
2.	**50%** % of Total Basic Premium Compared to Maximum Premium for Calculating Size Credit	*	**40%** Maximum Size Percentage Credit	=	**20%** Size Credit Percentage
3.	**.0200** Basic Rate	**-**	**20%** Size Credit Percentage	=	**.0160** Basic Rate w/ Size Credit
4.	**.0160** Basic Rate w/ Size Credit	*	**$25,000,000** Expenditures	=	**$4,000** Basic Premium w/ Size Credit

Minimum Premium:

If the basic premium w/ size credit is greater than the Minimum Premium, use the basic premium w/ size credit. *Result – basic premium w/ size credit w/o loss rating.*

Loss Rating:

1. Five years paid claims (minus deductible) is divided by total premium for five prior years. *Result – loss ratio.*
2. Member's five-year loss ratio is reviewed against loss rating surcharge schedule. *Result – loss ratio surcharge is assigned.*
3. Basic premium with w/ size credit, or minimum premium, is increased by loss ratio surcharge. *Result – final premium.*

Exposure Credits:

As approved by the **AORMA Committee**, an Exposure Credit may be added to reduce the total premium for those members whose operations are deemed to be of low-risk.

Administrative Costs:

1. The crime program administrative costs are divided evenly between all of the crime program members. *Result – member's crime program administrative costs*.
2. Member's crime program administrative costs are added to the member's final premium or minimum premium, whichever applies. *Result – total crime program premium.*

DEFINITIONS:

AORMA Committee - The governing body of AORMA.

AORMA - "Auxiliary Organization Risk Management Alliance" or "AORMA" refers to those Coverage Programs and associated services which are directed primarily at serving the Auxiliary Organization Members.

Basic Rate – This rate is approved annually by the **AORMA Committee** as part of the final Crime Program Member Allocation and it may increase or decrease depending the total crime program funding required for the upcoming fiscal year.

CSURMA - The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

Maximum Premium for Calculating Size Credit – The Maximum Premium for Size Credit dollar amount will be approved by the **AORMA** Committee as part of the Crime Program Member Allocation. The Maximum Premium for Size Credit is used to calculate each member's size credit. The member's basic premium is divided by the Maximum Premium for Size Credit, as an example - *$5,000 (member's basic premium) / $10,000 (Maximum Premium for Size Credit) = 50% (member's percentage of size credit)*. This member would be subject to 50% of the total **Size Credit Percentage**.

Member – The **Member** is a signatory to the **CSURMA** Joint Powers Authority.

Memorandum of Coverage – The Memorandum of Coverage is a governing document which outlines the coverage program's definitions, coverages, exclusions, and provisions. The Memorandum of Coverage does not provide insurance, but instead provides for risk pooling, in which participating members share risk of loss. The Memorandum of Coverage is a negotiated agreement among the **Members** of CSURMA AORMA.

Participation Agreement – A governing document of **CSURMA AORMA** which outlines the roles and responsibilities of **AORMA** and its **Member**s.

Size Credit Percentage – The **Size Credit Percentage** will be approved annually by the **AORMA** Committee as part of the Property Program Member Allocation. The **Size Credit Percentage** represents the maximum size credit available to any one member. As an example – *50% (member's percentage of size credit) * 30% (Size Credit Percentage) = 15% member's size credit*.

CSURMA AORMA — POLICY & PROCEDURE NO. P-1

Subject:	Property Program Member Allocation Formula
Adopted:	November 6, 2013
Effective:	July 1, 2014
Last Reviewed:	May 2, 2024
Amended:	September 10, 2015, May 4, 2017, May 2, 2019, September 10, 2020, May 2, 2024

*Should there be any discrepancy between this document and either the **Memorandum of Coverage** or **Participation Agreement** between the **AORMA Committee** and the **Member**, the **Memorandum of Coverage** and/or the **Participation Agreement** will govern.*

POLICY:

It shall be the policy of the California State University Risk Management Authority (**CSURMA**) Auxiliary Organizations Risk Management Alliance (**AORMA**) **Committee** to determine each **Member's** allocation of the total property program costs as outlined in the Property Program Member Allocation Formula noted below:

PROCEDURE:

Annually, in September, the **AORMA Committee** will approve the Total Property Program Costs for the upcoming fiscal year.

In December, the **AORMA Committee** will review and approve the final Property Program Member Allocation, including all allocation criteria.

1. **PROPERTY PROGRAM MEMBER ALLOCATION FORMULA:**

   A. **Basic Rates: TIV** is multiplied by the basic rate. *Result –basic premium. (*TIV = Total Insurable Values including Real Property, Business Personal Property, and Business Income and Rental Value.)

   B. **Size Credit:**

      1) Basic premium is divided by the **Maximum Premium for Calculating Size Credit**. *Result – percentage of total basic premium compared to the **Maximum Premium for Calculating Size Credit**.*

2) The percentage of total basic premium compared to **Maximum Premium for Calculating Size Credit** is multiplied by **Maximum Size Credit Percentage**. *Result – size credit percentage.*

3) Basic rate is multiplied by the size credit percentage. *Result – Basic rate with size credit.*

C. **Loss Rating:**

1) Five years paid claims (minus deductible) is divided by total premium for five prior years. *Result – loss ratio.*

2) **Member**'s five-year loss ratio is reviewed against loss ratio surcharge schedule. *Result – loss ratio surcharge is assigned.*

3) Basic rate w/ size credit is increased by loss ratio surcharge. *Result – final rate.*

4) Final rate is multiplied by total **TIV**. *Result – Final premium.*

D. **Minimum Premium:** If the final premium is greater than the Minimum Premium, use the final premium. *Result – final premium w/ minimum premium if applicable.*

MEMBER APPEAL PROCESS:

If a **Member** wishes to appeal any decision regarding the application of the Dividend/Assessment Policy, the **Member** must present an appeal in writing to the **CSURMA** Secretary-Auditor within 30 days of the disputed decision. The Secretary-Auditor shall place the **Member** appeal on the **AORMA Committee** agenda at its next regularly scheduled meeting. The **AORMA Committee** will review the appeal at its next regularly scheduled meeting and inform the **Member** of the final decision within 5 business days of its decision.

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

csurma · aorma
California State University Risk Management Authority
Auxiliary Organizations Risk Management Alliance

DEFINITIONS:

1. **AORMA –** Auxiliary Organizations Risk Management Alliance, a group of **Program**s of the California State University Risk Management Authority representing auxiliary organizations.

2. **AORMA Committee** – The governing body of **AORMA**.

3. **CSURMA -** The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

4. **Basic Rate** – This rate is approved annually by the **AORMA Committee** as part of the final Property Program Member Allocation and it may increase or decrease depending the total property program funding required for the upcoming fiscal year.

5. **Executive Committee –** The Executive Committee of the CSURMA's Board of Directors.

6. **Maximum Premium for Calculating Size Credit** – The Maximum Premium for Calculating the Size Credit dollar amount will be approved by the **AORMA Committee** as part of the Property Program Member Allocation. The Maximum Premium for Calculating Size Credit is used to calculate each member's size credit. The member's basic premium is divided by the Maximum Premium for Calculating Size Credit, as an example - *$300,000 (member's basic premium) / $600,000 (Maximum Premium for Calculating Size Credit) = 50% (member's percentage of size credit)*. This member would be subject to 50% of the total **Size Credit Percentage**.

7. **Member –** The **Member** is a signatory to the **CSURMA** Joint Powers Authority.

8. **Memorandum of Coverage** – The Memorandum of Coverage is a governing document which outlines the program's definitions, coverages, exclusions, and provisions. The Memorandum of Coverage does not provide insurance, but instead provides for pooled insurance. The Memorandum of Coverage is a negotiated agreement among the Members of CSURMA AORMA.

9. **Participation Agreement** – A governing document of CSURMA AORMA which outlines the roles and responsibilities of AORMA and its Members.

10. **Size Credit Percentage** – The Size Credit Percentage will be approved annually by the **AORMA Committee** as part of the Property Program Member Allocation. The Size Credit Percentage represents the maximum size credit available to any one member. As an example – *50% (member's percentage of size credit) * 30% (Size Credit Percentage) = 15% member's size credit*.

CSURMA AORMA **POLICY & PROCEDURE UI-1**

Subject:	Formula for Determining the Unemployment Insurance Program Annual Contributions
Adopted:	May 12, 2010
Effective:	May 12, 2010
Last Reviewed:	May 2, 2024
Revised:	December 6, 2012, May 8, 2014, May 5, 2016, March 9, 2017, May 4, 2017, December 7, 2017, December 6, 2018, May 6, 2021, May 2, 2024

*Should there be any discrepancy between this document and either the **Memorandum of Coverage** or the **Participation Agreement** between the **AORMA Committee** and the **Member**, the **Memorandum of Coverage** and/or **Participation Agreement** will govern.*

POLICY:

It shall be the policy of the California State University Risk Management Authority (**CSURMA**) Auxiliary Organizations Risk Management Alliance (**AORMA**) **Committee** that the **AORMA** Unemployment Insurance Program (**UIP**) annual contribution shall be calculated using two factors – paid claims and administrative costs.

PROCEDURE:

1. Deposit Formula **-** Paid claims (the **Member**'s average annual paid claims for five years ending 3/31), plus an administrative cost. The administrative costs are allocated to each **Member** based on its percentage of the total average annual paid claims.

2. Minimum Fund Balance **-** Each **Member** must maintain in the **AORMA UIP** a minimum fund balance of two times its average annual losses. If a **Member**'s fund balance is below the minimum, annually, the additional funding required will be calculated and the **Member** will be assessed at the program anniversary date an amount not to exceed 20% of the additional funding required to achieve the minimum fund balance. The **Member** will be assessed annually until the **Member**'s fund balance is at the minimum fund balance. An interest charge will be added for those **Members** who have a negative fund balance. The rate will match **CSURMA**'s rate on investments. Interest will be charged until the **Member**'s fund balance is positive. Interest will not be charged if the **Member**'s fund balance is more than zero but less than the minimum fund balance required.

   At the end of each fiscal year, the **AORMA UIP** Fund Balance Report will be distributed to each **Member**. The Fund Balance Report will include actual paid claims for four quarters ending at 3/31 rather than estimates. If the **Member**'s fund balance exceeds the minimum fund balance required (two times annual average claims), the following procedures will be followed:

Excess funds will be used to lower contributions for the upcoming fiscal year. Any excess funds remaining after lowering contributions for the upcoming fiscal year can be used as follows;

A. The **Member** can request a one-time transfer of funds to another **AORMA** Program (**AORMA** Liability, Workers' Compensation, Property or Crime) to be used to lower contributions for the upcoming fiscal year. For **Members** with federal sponsored programs, the **Member** can request a one-time transfer of funds to the **AORMA** Workers' Compensation Program; or,

B. The **Member** can request to receive a refund of the funds in excess of the minimum required fund balance. For **Members** with federal sponsored programs, the **Member** will be required to calculate the percentage of its payroll and salary that is attributable to federal sponsored programs to determine what percentage of the refund will need to be returned to the federal government; or,

C. The excess funds can remain on account.

3. <u>Minimum Contribution</u> **-** There is no minimum contribution based on paid claims. However, a minimum contribution for administrative costs will be applied according to the Minimum Administrative Costs Schedule approved by the **AORMA** Committee.

4. <u>Investment Income / Loss</u> **-** The total Investment Income or Loss is allocated to each **Member** based on its percentage of the total **AORMA UIP** average fund balance for the preceding fiscal year. The **AORMA Committee** may decide to defer assessments resulting from unrealized investment losses. For the purpose of calculating the **Member**'s average fund balance, the following formula shall be used:

   Beginning fund balance *plus* additional contributions *less* **Member**'s paid claims *less* **Member**'s allocated administrative costs = **Member**'s average balance.

MEMBER APPEAL PROCESS:

If a **Member** wishes to appeal any decision regarding the Formula for Determining Unemployment Insurance Program Annual Deposits Policy, the **Member** must present an appeal in writing to the **CSURMA** Secretary-Auditor within 30 days of the disputed decision. The Secretary-Auditor shall place the **Member**'s appeal on the **AORMA Committee**'s agenda at its next regularly scheduled meeting. The **AORMA Committee** will review the appeal and inform the **Member** of the final decision within five (5) business days of the final decision.

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

DEFINITIONS:

1. **AORMA Committee -** The governing body of **AORMA**.

2. **AORMA -** Auxiliary Organizations Risk Management Alliance is a group of **Programs** that operate within the California State University Risk Management Authority representing the auxiliary organizations.

3. **CSURMA -** The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

4. **Executive Committee** – The Executive Committee of the CSURMA's Board of Directors.

5. **Member –** The **Member** is a signatory to the **CSURMA** Joint Powers Authority. Within this Policy and Procedure, **Member** also means the Auxiliary Organization participating in the **AORMA** Unemployment Insurance Program.

6. **Memorandum of Coverage** – The **AORMA** Liability Program **Memorandum of Coverage** is a governing document which outlines the **AORMA** Liability Program's definitions, coverages, exclusions and provisions. The **AORMA** Liability Program **Memorandum of Coverage** does not provide insurance, but instead provides for pooled-insurance. The **Memorandum of Coverage** is a negotiated agreement among the **Members** of **CSURMA AORMA**.

7. **Participation Agreement** – A governing document of **CSURMA AORMA** which outlines the roles and responsibilities of **AORMA** and its **Members**.

8. **UIP** – **AORMA** Unemployment Insurance Program.

CSURMA AORMA — POLICY AND PROCEDURE NO. L-3

Subject: Legal Counsel Selection

Adopted: December 7, 2006

Effective: January 1, 2007

Last Reviewed: May 2, 2024

Amended: October 8, 2009, September 16, 2010, May 10, 2012, October 23, 2014, May 5, 2016, September 7, 2017, May 2, 2019, May 4, 2023, May 2, 2024

Policy & Procedure: (Formerly) 3c-Liab

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*Should there be any discrepancy between this document and either the **Memorandum of Coverage** or **Participation Agreement** between the **AORMA Committee** and the **Member**, the **Memorandum of Coverage** and/or the **Participation Agreement** will govern.*

POLICY:

1. The Third-Party Claims Administrator (**TPA**) shall appoint all **Legal Counsel** to represent the California State University Risk Management (**CSURMA**) Auxiliary Organization Risk Management Alliance (**AORMA**) Members in defense of a covered liability claim. All appointed **Legal Counsel** shall be selected from the **AORMA Approved Legal Counsel List** and subject to the **Maximum Allowable Hourly Rate** for **Legal Counsel**. The **TPA** will send to **Legal Counsel** an engagement letter which the **Legal Counsel** will be asked to acknowledge and accept.

2. The **CSURMA** Secretary-Auditor approves the selection of **Legal Counsel** to be added to the **AORMA Approved Legal Counsel List**.

3. To avoid any appearance of a conflict of interest, actual or potential, any attorney who has advised a **Member** in any capacity (such as serving as general or labor counsel) shall not be engaged as **Legal Counsel** for a matter on which that attorney previously advised the **Member** without prior approval of the **CSURMA** Secretary-Auditor.

PROCEDURE:

1. The **TPA** shall maintain and update the **AORMA Approved Legal Counsel List** of attorneys (not firms) to which claims will be assigned.

2. The **AORMA Approved Legal Counsel List** will also include specialty **Legal Counsel** which are subject to a higher **Maximum Allowable Hourly Rate**. The **CSURMA** Secretary-Auditor and **CSURMA Legal Counsel** will determine if specialty **Legal Counsel**

is required. **CSURMA Legal Counsel** may on a case-by-case basis approve a rate that is higher than the **Maximum Allowable Hourly Rate** for specialty **Legal Counsel**.

3. The **TPA** shall at least every 36 months survey **Legal Counsel** compensation and recommend to the **AORMA Committee** a fair and equitable **Maximum Allowable Hourly Rate** for **Legal Counsel** which will address specialty **Legal Counsel** rates, partner rates, associate rates and blended rates. The **AORMA Committee** shall consider and take action at a regularly scheduled meeting to establish the **Maximum Allowable Hourly Rate**.

4. If **Legal Counsel** is handling the defense of any University case, then **Legal Counsel** will be retained at the University's hourly rate.

5. **Members** shall have the right to recommend **Legal Counsel** from the **AORMA Approved Legal Counsel List**; however, the **CSURMA** Secretary-Auditor shall make the final selection of **Legal Counsel**. If the **Member** disapproves of the selection of **Legal Counsel** for a particular matter, the **Member** may submit an appeal in writing to the **AORMA Committee**.

6. Any **Member** wishing to recommend **Legal Counsel** for inclusion on the **AORMA Approved Legal Counsel List** may do so by submitting background information on the individual attorney to the **TPA**. The **TPA** will then review the information and, if appropriate, request that the **CSURMA** Secretary-Auditor approve inclusion of the attorney on the **AORMA Approved Legal Counsel List**.

7. Due to the potential conflict of interest, attorneys who serve regularly as general counsel, in-house counsel or labor counsel for that **Member** may not defend that **Member** unless prior written approval is granted by the **CSURMA** Secretary-Auditor.

8. Except as permitted by Paragraph Nos. 10, 11 and 12 below, the **CSURMA** Secretary-Auditor and the **TPA** shall have the sole responsibility to select and engage **Legal Counsel** to represent **Members** of **AORMA** as to any matters tendered by a **Member** through **AORMA** for Defense and Indemnity. A **Member** may request selection of **Legal Counsel** from the **AORMA Approved Legal Counsel List** for a specific claim.

9. The **TPA** shall assign claims to **Legal Counsel** within five days after receipt of notice from the **Member** that a Summons and Complaint has been received by the **TPA**.

10. If there is a conflict of interest between **AORMA** and a **Member** (which would be a conflict of interest between an insured and its insurer within the meaning of California Civil Code Section 2860) then that **Member** has the same rights to select and engage **Independent Counsel** as would an insured under Civil Code Section 2860. **AORMA** also has all of the rights reserved to an insurer under Civil Code Section 2860, and all of the provisions of Civil Code Section 2860 shall apply as if **AORMA** was an insurer and the **Member** was an insured.

11. A **Member** may recommend **Legal Counsel** to defend an action if all of the following conditions apply:

    a. Recommended **Legal Counsel** is selected from the **AORMA Approved Legal Counsel List**;

    b. The **CSURMA** Secretary-Auditor approves the recommendation. (The recommendation will be approved by the **CSURMA** Secretary-Auditor unless the **Member**'s selection is found to be imprudent, i.e., **Legal Counsel** proposed by the **Member** does not have sufficient experience, expertise or other qualifications required to competently undertake the **Defense** assignment).

    c. One or more of the following circumstances exists:

        i. The **Member** has significant exposure to a claim which the **AORMA Committee** has either denied coverage for, or has reserved its rights to deny coverage for, but which claims there may not be a conflict of interest between **AORMA** and **Member** of the kind referred to in Paragraph No. 10 above. If the **Member** chooses to avail itself of the privilege of selecting **Legal Counsel** under this No. 11 c(i), the **Member** shall affirmatively waive its rights under No. 10 above.

        ii. The case involves legal or factual issues which merit handling by **Legal Counsel** with specialized expertise.

        iii. The case involves unusual ancillary factors, which justify retaining **Legal Counsel** having special sensitivity in dealing with those factors.

12. The **Member** may always select and engage, *at its own expense*, **Monitoring Counsel** in addition to the **Legal Counsel**. However, the **Legal Counsel** selected by the **CSURMA** Secretary-Auditor or the **TPA** shall manage and control the litigation.

13. **AORMA** will pay for **Independent Counsel** and **Legal Counsel** selected and engaged pursuant to Paragraph Nos. 10 and 11 above. **AORMA** *will not pay for* **Monitoring Counsel** engaged pursuant to Paragraph 12, above.

14. In conjunction with **Legal Counsel**, selected pursuant to No. 10, above, the **AORMA Committee** and the **TPA** shall have the right to manage and control the conduct of the litigation. **Independent Counsel** selected pursuant to No. 10, above, may participate in the defense of the litigation but shall not interfere with **AORMA**'s right of control.

15. If a **Member** has concerns regarding the selected **Legal Counsel**, they must communicate with the **CSURMA** Secretary-Auditor prior to initiating the **Member** Appeal Process as described below.

NOTIFICATION:

The **TPA** shall notify the **Member** of **Legal Counsel** assigned to a claim, and confirm by sending the **Member** a copy of the **TPA**'s engagement letter. Before **AORMA** will pay any costs for **Legal Counsel** fees, selected **Legal Counsel** must confirm **in Writing** to the **TPA** that the engagement is between **Legal Counsel** and **AORMA**, not **Legal Counsel** and **Member**.

MEMBER APPEAL PROCESS

If a **Member** wishes to appeal a decision resulting from the enforcement of this policy & procedure, the **Member** must present an appeal **in Writing** to the **AORMA Committee** within 30 days of the disputed decision. The **AORMA Committee** will review the appeal at its next regularly scheduled meeting and inform the **Member** within five business days of its final decision.

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

DEFINITIONS:

1. **Approved Legal Counsel List -** A list of pre-approved attorneys approved by the **CSURMA** Secretary-Auditor and the TPA to handle defense and litigation of **AORMA Member** claims.

2. **AORMA** – "Auxiliary Organization Risk Management Alliance" or "AORMA" refers to those Coverage Programs and associated services which are directed primarily at serving the Auxiliary Organization Members.

3. **AORMA Committee -** The governing body of **AORMA**.

4. **CSURMA -** The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

5. defense **-** Legal costs incurred as the result of defending a covered claim. These may include claimant's and defense counsel's attorney fees.

6. **Executive Committee –** The **CSURMA** Executive Committee.

7. **Indemnity -** Compensation for an incurred injury, loss or damage

8. **Independent Counsel – Legal Counsel** selected if a potential conflict of interest exists between **AORMA** and a **Member**. **Independent Counsel** may participate in the defense of the litigation but shall not interfere with **Legal Counsel**'s right of control.

9. **Legal Counsel -** Any attorney selected to represent an **AORMA** member. **Legal Counsel** is selected from the **Approved Legal Counsel List** maintained by the TPA.

10. **Maximum Allowable Hourly Rate –** The maximum hourly fee for which **AORMA** will pay an attorney to defend a covered claim. The **TPA** will survey the **Legal Counsel** marketplace to determine the **Maximum Allowable Hourly Rate** for **AORMA** in accordance with this Policy and Procedure. If the **Maximum Allowable Hourly Rate** is increased, it will be applicable only to current litigation and open claims. The change to the **Maximum Allowable Hourly Rate** does not apply retroactively to closed claims.

11. **Member –** The **Member** is a signatory to the **CSURMA** Joint Powers Authority.

12. **Memorandum of Coverage** – The **AORMA** Liability Program **Memorandum of Coverage** is a governing document which outlines the **AORMA** Liability Program's definitions, coverages, exclusions and provisions. The **AORMA** Liability Program **Memorandum of Coverage** does not provide insurance, but instead provides for risk pooling, in which participating **Members** share risk of loss. The **Memorandum of Coverage** is a negotiated agreement among the **Members** of **CSURMA AORMA**.

13. **Monitoring Counsel – Legal Counsel** hired by the **Member** to monitor.

14. **Participation Agreement** – A governing document of **CSURMA AORMA** which outlines the roles and responsibilities of **AORMA** and its **Members**.

15. **TPA -** Third party liability claim administrator whose responsibilities include claim handling, litigation management, and excess liability carrier reporting.

Agenda Item F7
CSURMA AORMA Committee
Meeting Date: May 1, 2025

AORMA LIABILITY MEMORANDUM OF COVERAGE (MOC)

ISSUE: The AORMA Liability Memorandum of Coverage (MOC) defines 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.”*

A recent court case found the term “occurrence” ambiguous and agreed that each injury-causing bullet shot by the shooter constituted a separate occurrence, potentially leading to multiple policy limits. Because of this court finding, Section IV, Limitations Upon CSURMA AORMA’s Liability, was revised to include the following limitation:

> *“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 above wording groups all injuries into one occurrence, which protects the risk pool from multiple $1M 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 MOC as presented. The Program Administrator also recommends 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: The revision to the MOC groups all injuries and/or damage into one occurrence, which means, the risk pools' limit is $1M rather than $1M per shot fired.

BACKGROUND: None.

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

ATTACHMENT(S):

a. FY 25/26 AORMA Liability MOC (draft)

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

MEMORANDUM OF COVERAGE
MOC # AORMALIAB~~2425~~2526

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. *dba Beach Shops*
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. *dba Cal Poly Pomona Enterprises*
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 or 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 amoun**t 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 m**eans an accident, act, error, offense, omission or event **Media Wrongful Act** or **Wrongful Act** during the **Coverage Period, i**ncluding 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 i**n 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) C8HF15O2,

        2) F-CF2-CF2-CF2-CF2-CF2-CF2-CF2-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) C8HF17O3S,

        2) F-CF2-CF2-CF2-CF2-CF2-CF2-CF2-CF2-S(=O(=O)(O))-H, or

        3) 1,1,2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-heptadecafluorooctanesulfonic acid-PFOS;

    C. Any PFAS replacement related materials, including but not limited to Gen-X, a chemical compound described as;

        1) C6H4F11NO3,

        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 <u>Section II, 1</u>. of this document.

4. **Covered Individuals** as defined in <u>Section II, 9.</u> 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. <u>Pollution</u>

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. <u>Inspection and Audit:</u> 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. <u>Duties in the Event of Accident, **Claim**, Suit or Proceeding</u> 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. <u>Action Against CSURMA AORMA</u> 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 shared 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 (ERIA) 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.

Campus	AORMA Member	Retroactive Date
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:

    a. Any actual or alleged breach of the responsibilities, obligations or duties imposed upon **Covered Party** for the Trusts by common or statutory law or regulation of the United States or any state;

    b. Any other actual or alleged matter claimed against a **Covered Party** solely because of his or her service as the designated fiduciary of any Employee Benefit Plans or Trusts; or

    c. Any actual or alleged negligent act, error or omission solely in the **Administration** of any Employee Benefit Plan or Trust, and

    d. Any actual or alleged breach of duties, obligations and responsibilities imposed by ERISA or by COBRA or by any similar or related federal, state or local law or regulation in the discharge of the **Covered Party's** duties with respect to any Employee Benefit Plans or Trust.

All other terms and conditions in the Memorandum remain unchanged.

AORMA PROPERTY MEMORANDUM OF COVERAGE (MOC)

ISSUE: The AORMA 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 AORMA 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 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.

Agenda Item F9
CSURMA AORMA Committee
Meeting Date: May 1, 2025

CSURMA AORMA COMMITTEE ELECTION RESULTS

ISSUE: Four seats on the AORMA Committee were up for election for the term July 1, 2025 to June 30, 2027. The following individuals were nominated:

Seat 1: **Tranitra Avery,** Executive Director, Toro Auxiliary Partners (California State University, Dominguez Hills)
Seat 3: **Cecilia Ortiz,** Executive Director, University Student Union, Inc. (California State University, Northridge)
Seat 5: **Barnaby Peake,** Executive Director, Associated Students, Inc. (California State University, Los Angeles)
Seat 7: **Keith Crawford,** Risk Manager, Associated Students of CSU, Chico (California State University, Chico)

Ballots were sent out to all of the AORMA members. Staff will report on the election results at today's meeting.

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

FISCAL IMPACT: None.

BACKGROUND: The AORMA Committee consists of seven at-large members and three Officers. These ten individuals also serve corresponding terms on the CSURMA Board of Directors.

PUBLICATION: The election results will be announced at the CSURMA Board meeting in October.

ATTACHMENT(S):

a. AORMA Committee Term of Office

CSURMA AORMA Committee
Terms of Office

Election Date:	*Apr-21*	*Apr-22*	*Apr-23*	*Apr-24*	*Apr-25*	
Position (election year)	**FY 21-22**	**FY 22-23**	**FY 23-24**	**FY 24-25**	**FY 25-26**	**Terms Out**
Chair - (even year)	Brummett / Lee	Lee	Lee / Kissel	Kissel	Kissel	6/30/28
First Vice-Chair - (even year)	Lee / Kissel	Kissel	Kissel / Olmsted	Olmsted	Olmsted	6/30/28
Second Vice-Chair (even year)	Kissel / Olmsted	Olmsted	Olmsted / Levinson	Levinson	Levinson	6/30/28
At Large Seat #1 - (odd year)	Newberg / Open	Open / Lane	Lane	Lane	**Avery**	No term limit
At Large Seat #2 - (even year)	Marchese	Marchese	Marchese / Ceja	Ceja	Ceja	No term limit
At Large Seat #3 - (odd year)	Ortiz	Ortiz	Ortiz	Ortiz	**Ortiz**	No term limit
At Large Seat #4 - (even year)	Tyson	Tyson	Tyson	Tyson	Tyson	No term limit
At Large Seat #5 - (odd year)	Melikian	Melikian	Melikian	Melikian	**Peake**	No term limit
At Large Seat #6 - (even year)	Levinson	Levinson	Levinson / Hernandez	Hernandez	Hernandez	No term limit
At Large Seat #7 - (odd year)	Olmsted / Open	Open / Crawford	Crawford	Crawford	**Crawford**	No term limit

Bold - Up for election / reelection

2026 AOA CONFERENCE SUPPORT

ISSUE: The AORMA Committee will be asked to discuss Risk Management Session topics to propose to the AOA Conference Planning Committee.

RECOMMENDATION: Staff recommends that the Committee Members approve a sponsorship amount for the 2026 AOA Conference as well as discuss Risk Management sessions.

FISCAL IMPACT: Shown below are the historical AOA Conference sponsorship amounts for Alliant and CSURMA AORMA.

Year	Alliant	AORMA
2012	$15,000	$15,000
2013	$18,000	$18,000
2014-17	$20,000	$20,000
2018-19	$25,000	$20,000
2020	$30,000	$30,000
2021	$20,000	$20,000
2022	$0 – Conference was Cancelled	
2023	$30,000	$30,000
2024	$30,000	$30,000
2025	$30,000	$30,000
2026	TBD	TBD

BACKGROUND: Sponsorship levels have changed throughout the years for various reasons. A summary of the changes is shown below.

- The 2013 sponsorship increased from $15,000 to $18,000 to backfill the sponsorship lost due to the termination of the AOUIT trust.

- The 2018, 2019 and 2020 sponsorships increased because the AOA Benefits User Group (BUG) chose Alliant to be its broker of record. When that occurred Wells Fargo, the prior BUG broker of record greatly reduced its AOA Conference sponsorship, and the commercial insurers providing benefits to the BUG terminated their sponsorship as the commercial insurers were replaced by PRISM as the AORMA Benefits Program insurer.

- The 2021 sponsorship was decreased to $20,000 because the conference format was changed to virtual and the leading conference expense, meals, disappeared.

- The 2022 conference was cancelled, and it was agreed that the $30,000 sponsored would be used to fund the 2023 conference.

PUBLICATION: None.

ATTACHMENT(S): None.

Agenda Item F11
CSURMA AORMA Committee
Meeting Date: May 1, 2025

CSURMA COMMITTEE MEMBER PROFESSIONAL DEVELOPMENT

ISSUE: Policy and Procedure No. A-9 – CSURMA Committee Member Professional Development provides funding up to $2,500 for Committee Members to attend professional development training to gain knowledge of the administrative workings of joint powers authorities, risk management practices / procedures, and insurance market trends. Jared Ceja attended the Western Association of College & University Business Officers (WACUBO) conference in April/May 2024 and will provide a report on the knowledge gained.

RECOMMENDATION: No action is recommended. This item is for information only.

FISCAL IMPACT: $25,000 ($2,500 per Committee Member) is included in the FY 24/25 and draft FY 25/26 CSURMA budget.

BACKGROUND: An educational report is included as an attachment to this item and provides an overview of the session attended, and the knowledge gained.

PUBLICATION: None.

ATTACHMENT(S):

a. Educational Report from Jared Ceja
b. Policy and Procedure No. A-9 - CSURMA Committee Member Professional Development

AORMA Educational Report

Conference: Western Association of College & University Business Officers (WACUBO)
Location: Anaheim, CA
Date(s): April 28 – May 1, 2024
Attendee: Jared Ceja

Budget: $2,500.00
Actual: $2,016.43

Executive Summary:

- WACUBO 2024 was engaging and offered a wide variety of opportunities to learn. The majority of attention was given to the current enrollment challenges and an even more difficult road ahead. From a risk management perspective, the most pertinent highlights included navigating the rapid emergence of AI and adjusting to the ever-changing employment landscape (legal issues, remote work demands, and reduced employee tenure). The Showcase (Expo) offered a wide range of services including bookstore management, dining, project and contract management, architectural design, construction, legal support, transportation, housing, financial aid, custodial, risk management, and more.

Key Risk Management Related Learning Highlights:

- With AI, we are confronted with more opportunities and more risks than ever before. The possibilities are nearly endless. If a function is not available today, just wait for tomorrow given the rapid pace of advancement in AI.
    - Opportunities: Streaming of work (operational efficiency, automation), reduced errors, better data analysis, aided decision making, predictive customer service automations, proactive support for students/faculty/staff in need (for almost any need), targeted recruitment with higher yields, dynamic lesson plan creation, predictive risk mitigation, and so much more.
    - Risks: AI-aided cyber security breaches, data mishandling, sophisticated phishing attempts, personnel impersonation, elimination of jobs, limited ability to program ethics into AI, improper uses by stakeholders (cheating, scamming, etc.), biased decision-making (societal biases picked up in AI training or data biases ignoring the human impact), and more that we will only discover as things develop.
- The employment landscape has changed dramatically in recent years, particularly after COVID. State and federal regulators continue to update laws and create new regulations, sometimes without fully understanding the impact. Lawsuits too often result from actions in violation of misunderstood or unknown legal obligations.

  Remote work continues to be a high demand item for many current and potential employees. Employers do not control these remote/home workspaces, adding to potential injury, information security, and cyber-attack risks.

The days of decades-long employee tenure are over. Many individuals jump from campus to campus every 2-3 years. These fresh eyes offer some financial risk mitigation benefits, but also carry increased opportunities for error and omission

- Advice: Today's environment calls for increased systems structure, consistency, and training to properly manage risks. This ideally means the development of dummy-proof, interconnected, and streamlined processes coupled with a well-informed employee base. Controls are critical for adequate mitigation of liabilities. Ironically, AI is a tool that can potentially aid organizations here.

<u>Sessions Attended on Sunday, April 28th:</u>

- LSS vs AI – The Process Improvement Battle of the Century!
  - Session Description: *Ladies and gentlemen, welcome to the main event! In the blue corner, we have "Lean Six Sigma," the reigning champion of process improvement methodologies. With its powerful tools and techniques, Lean Six Sigma has been the go-to choice for organizations seeking to streamline their operations and achieve operational excellence. But, in the red corner, we have a challenger that's been making waves in the industry. It's the new kid on the block, "AI"! That's right, folks, Artificial Intelligence is looking to take on the champ and show the world what it's made of. With its advanced algorithms and machine learning capabilities, AI is confident that it can outmaneuver Lean Six Sigma and become the new champion of process improvement. But, Lean Six Sigma isn't going down without a fight. It's got a proven track record of success and a loyal following of practitioners who swear by its effectiveness. So, get ready to rumble! The battle between Lean Six Sigma and AI is about to begin. Who will emerge victorious? Join this session to find out!*
  - Learning Objectives:
    - Describe the concepts of Lean Six Sigma and Artificial Intelligence.
    - Identify project examples of Lean Six Sigma and AI from case study.
    - Apply implementation strategies to identify the best tool set to use. Handle (username)

- Sunday Special: A Conversation with NACUBO President Kara D. Freeman
  - Session Description: *NACUBO's strategic goals focus on supporting higher education business officers so that they can undertake necessary transformations, serve as strategic leaders, and rely on the association to be an indispensable national advocate. In this session, Kara will share findings from NACUBO's latest research, discuss the challenges reshaping the higher education sector and confronting business officers and their teams, and discuss the skills necessary to thrive as a 21st-century business officer.*
  - Learning Objectives:
    - Understand key trends from NACUBO's latest research
    - Identify the role business officers have in responding to current higher education challenges
    - List the resources available to elevate the impact of college and university business offices.
      - Explore new markets and new products.

- Risk manager practitioner training for new staff.

Sessions Attended on Monday, April 29th:

- Keynote Session – Leadership, Empowerment, and Resilience in Higher Education: Reflections on the Past Sixty Years
    - Session Description: *Michael C. Bush is CEO of Great Place To Work, the global research and analytics firm that produces the annual Fortune 100 Best Companies to Work For list, the World's Best Workplaces list, the 100 Best Workplaces for Women list, and dozens of other distinguished workplace rankings around the world.*

      Driven by a love of business and an unwavering commitment to fair and equitable treatment, Michael joined Great Place To Work as CEO in 2015, bringing 30 years of experience leading and growing organizations. This includes serving as CEO of Tetra Tech Communications, which he grew from $40 million to $300 million in revenue.

      Michael is a former member of President Obama's White House Business Council and a founding board member of the private equity seed-fund, Fund Good Jobs, which invests in small inner-city businesses. Michael was a member of the Board of Directors at Workday, Inc. until September 2021 when Great Place To Work was acquired by UKG, Inc.

- Friendly AI or Terminator: Introducing AI into UCI's Digital Transformation Culture
    - Session Description: *Judgement Day was one projection of life after digital transformation and AI adoption. UCI's Office of Undergraduate Admissions conversely focuses on the helpful and friendly AI futures of Johnny 5, Wall-E when applying technology to enhance student success, student retention, and employee engagement. We will review projects in the areas of Chatbot deployment that eased the transition to pandemic/post-pandemic operations and the current development of our first AI-supported Digital Human.*
    - Learning Objectives:
        - Explain the benefits of a first-to-market strategy/culture.
        - Evaluate organizational capacity for adoption of new technology and capitalization of unanticipated benefits.
        - Assess the challenges when blending AI technology into existing business processes/practices.

- Bringing a Campus Brand to Life: How to Plan, Design, and Reinvent the Store Experience
    - Session Description: *In this highly visual and design-oriented session, the Arizona State University team will walk through their strategic goals and intentional, collaborative planning approaches for the student-driven renovation of their campus stores and community spaces. Through renderings and virtual tours, the team will showcase how they're driving engagement at every stage of the customer experience, including pop-up shops, NIL showcases, QR-code ordering, seamless check-out technology, sports simulators, and more. The panel of campus leaders will discuss their process for informed*

decision-making and share best practices that schools of any size and budget can apply when rethinking their store experience.

- Learning Objectives:
  - Create an intentional, student-driven store renovation plan.
  - Identify the key data and student feedback needed to make critical decisions.
  - List the steps and stakeholders required to communicate your team's vision.

Sessions Attended on Tuesday, April 30th:

- Keynote Session – Find Your Passion and Make It Your Mission
  - About the Speaker: *Maria Elena Salinas, an award-winning journalist and author, is one of the most recognizable and respected journalists in the country. In a career that spans over four decades, including serving as co-anchor of Univision's evening news for more than 30 years and co-hosting news magazine Aqui y Ahora, she has dedicated her life and career to empowering the Latino community…*

- Work Reimagined: The New Employee Value Proposition
  - Session Description: *Flexible work is no longer something that is simply gaining popularity -- it's a global phenomenon. Top candidates and employees alike view flexibility as a non-negotiable and are looking for employers who promote it as the cornerstone of the employee experience. In this session, you'll learn how the University of California, Irvine reimagined its workplace and wellness programs to aid in recruiting and retaining top talent. You'll take away practical tips and tools that can help you elevate the employee value proposition on your campus.*
  - Learning Objectives:
    - Leverage new ways to recruit and retain talent in a competitive workplace.
    - Describe practical tools to improve retention and recruitment at your college or university.
    - Apply new strategies for providing flexibility to front-line workers.

- Lean Six Sigma, How Doers Get Things Done
  - Session Description: *This session will cover how utilizing Lean Six Sigma can improve operations leading to organizational cost and FTE savings. When implemented with change management strategies, adoption of this approach will allow your organization to think more innovatively and strategically.*
  - Learning Objectives:
    - Apply concepts of Lean Six Sigma in a Higher Education setting.
    - Apply skills in problem identification and analysis within organizations.
    - Identify and define skills to apply in Root Cause Analysis (RCA).
    - Implement change within an organization utilizing Six Sigma principles.

- General Session with Master Sergeant Cedric King
  - Session Description: *Master Sergeant Cedric King entered the United States Army in 1995. During his 20-year career, Master Sergeant King proved himself to be an exemplary soldier graduating from several distinguishing schools in the Army, including*

but not limited to the United States Army Jumpmaster Course, United States Army Pathfinder course, Air Assault course, and The United States Army Ranger Course. He is the recipient of the Bronze Star, the Purple Heart, the Meritorious Service Medal, and the Legion of Merit…

Sessions Attended on Wednesday, May 1st:

- General Session: Grant Thornton
  - Session Description: *"State of Higher Education in 2024" will cover the key market and organizational trends that higher education institutions are facing due to market, societal, and economic shifts, as well as changing stakeholder needs, and leading ways that institutions are addressing or taking advantage of the market trends. HE leaders are facing numerous headwinds, many exacerbated by the pandemic, and navigating the impacts of those factors by applying leading practices and strategic creativity. Leading institutions are increasingly centering their strategy development and strategic planning efforts toward the creation of clear and compelling growth agendas and aligning the operations of the institution accordingly. Depending on the institution, growth can be found in a variety of areas: mission impact, financial performance, organizational size and scale, organizational efficiency and effectiveness, programmatic expansion, geographic footprint, etc.*
  - Learning Objectives:
    - Analyze industry trends and forces that are affecting institutions of all sizes
    - Describe leading practices associated with addressing industry trends
    - Cite techniques for aligning institutional stakeholders around an organizational strategy

CSURMA AORMA — POLICY AND PROCEDURE NO. A-9

Subject:	AORMA Committee Member Professional Development
Adopted:	May 4, 2023
Effective:	May 4, 2023
Last Reviewed:	May 2, 2024
Amended:	May 2, 2024

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 California State University Risk Management Authority (**CSURMA)** that individuals who serve on the **CSURMA** Auxiliary Organization Risk Management Alliance (**AORMA) 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 AORMA** to fund annually travel for **AORMA 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 **AORMA Committee** professional development, then travel during the applicable fiscal year will be approved and reimbursed pursuant to this Policy and Procedure.

2. The **AORMA 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.

   <u>Allowable Expenses</u>

   a) Registration cost of registering for the Professional Development conference in the amount not to exceed $2,500, and

   b) Travel Expenses pursuant to Policy and Procedure A-7 – Travel Reimbursement.

3. The Attendee will provide the **AORMA Committee** with a verbal or written report of information gained from the professional development program attended.

DEFINITIONS:

AORMA Committee - The governing body of AORMA.

AORMA - "Auxiliary Organization Risk Management Alliance" or "AORMA" refers to those Coverage Programs and associated services which are directed primarily at serving the Auxiliary Organization Members.

CSURMA - The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.

Agenda Item G1
CSURMA AORMA Committee
Meeting Date: May 1, 2025

FY 2024/25 AORMA LONG RANGE ACTION PLAN

ISSUE: A copy of the Long-Range Action Plan is included in every agenda. Staff will provide a verbal update on the activity of those projects that are still open.

RECOMMENDATION: The Committee will hear a report and provide direction to Staff as appropriate.

FISCAL IMPACT: No fiscal impact is expected. This item is for information only.

BACKGROUND: None.

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

ATTACHMENT(S):

a. FY 2024/25 AORMA Long Range Action Plan

FY 2024/25 CSURMA AORMA LONG RANGE ACTION PLAN					
Goal	**#**	**Action / Task**	**Entity**	**Deadline**	**Status**
LRP-1		**Solve the Evidence of Auto Liability Insurance Issue with the DMV**			
	1	Research solution.	PA	Sep-23	Completed
	2	Receive approval from Great American (AORMA's reinsurer) to use their NAIC number.	PA	Sep-23	Completed
	3	Add reinsurer's NAIC number onto the Auto ID Card and send out to all AORMA members.	PA	Oct-23	Completed
	4	Continue to review future options in case Great American is replaced as primary reinsurer.	PA	Jun-25	On Going
LRP-2		**Evaluate and/or Update the Liability Program Marketing Strategy for FY 25/26**			
	1	Send out basic exposure information to form list of potential reinsurers and insurers.	PA	Nov-24	Completed
	2	Request additional exposure information from AORMA members as necessary.	PA	Jan-25	Completed
	3	Finalize marketing submission and send out to all viable reinsurers and insurers.	PA	Mar-24	Completed
	4	Delegate authority to the Treasurer and Secretary-Auditor to finalize proposals.	AORMA, SRM	May-25	
	5	Bind coverage.	SRM	Jun-25	
LRP-3		**Relaunch the Campus Visits to include Alliant Risk Control Consulting**			
	1	Program Administrators to meeting with ARCC staff to discuss the outreach plan.	PA	Sep-24	Completed
	2	Set-up meetings with those auxiliaries who would benefit from a joint meeting with the Program Administrator and ARCC.	PA	Oct-24	Completed
LRP-4		**Review the AORMA property schedule for "off-site / remote" locations to be added to Endorsement No. 1 on the property program memorandum of coverage.**			
	1	Complete review of the AORMA property schedule.	PA	Oct-24	Completed
	2	Update Endorsement No. 1 with additonal off-site and remote locations.	PA	Dec-24	Completed
	3	Notify members when a location is added to Endorsement No. 1.	PA	Dec-24	Completed

Parking Lot - Ongoing or Future Projects					
Goal	**#**	**Action / Task**	**Entity**	**Deadline**	**Status**
PL-1		**Master Agreement for Automated Contract Review**			

BOD: CSURMA Board of Directors
PC: AORMA Programs Committee
CABO: CSU Chief Administrators and Business Officers
CO: Chancellor's Office
AORMA: AORMA Committee

EC: CSURMA Executive Committee
OGC: CSU Office of General Counsel
PA: CSURMA Program Administrator
SRM: CSU Systemwide Risk Management
AOA: Auxiliary Organizations Association

Agenda Item G2
CSURMA AORMA Committee
Meeting Date: May 1, 2025

CSURMA MEETING CALENDARS

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

RECOMMENDATION: No action is requested.

FISCAL IMPACT: None.

BACKGROUND: None.

PUBLICATION: None.

ATTACHMENT(S):

a. CSURMA Meeting Calendars

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FY 2024/25 CSURMA MEETING CALENDAR

JULY 2024

Date	Time	Committee	Location

AUGUST 2024

Date	Time	Committee	Location
		AOA EC	TBD
5-6	11:00 AM	AORMA Officers Retreat	Half Moon Bay

SEPTEMBER 2024

Date	Time	Committee	Location
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

Date	Time	Committee	Location
7	8:30 AM	AIME	Zoom
17	10:00 AM	New BOD Member Orientation	Zoom
25	8:30 AM	EC	CSULB
25	10:30 AM	BOD	CSULB

NOVEMBER 2024

Date	Time	Committee	Location
		AOA EC	TBD

DECEMBER 2024

Date	Time	Committee	Location
5	10:00 AM	AORMA	Zoom
~~6~~	~~8:30 AM~~	~~EC~~	~~CANCELED~~

JANUARY 2025

Date	Time	Committee	Location
12-14		AOA Annual Conference	San Diego
13	3:00 PM	EC (AOA Conference)	San Diego
21	8:30 AM	AIME	Zoom

FEBRUARY 2025

Date	Time	Committee	Location

MARCH 2025

Date	Time	Committee	Location
6	2:30 PM	EC	Sacramento
7	8:30 AM	EC LRP	Sacramento

APRIL 2025

Date	Time	Committee	Location
14-18		Fitting the Pieces Together	Zoom
~~TBD~~	~~TBD~~	~~EC~~	~~@FTPT~~
~~TBD~~	~~TBD~~	~~BOD~~	~~@FTPT~~

MAY 2025

Date	Time	Committee	Location
1	1:30 PM	AORMA	Long Beach
2	8:30 AM	EC	Long Beach
2	10:30 AM	BOD	Long Beach
12	8:30 AM	AIME	Zoom

JUNE 2025

Date	Time	Committee	Location
TBD		AOA EC	TBD

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

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FY 2025/26 CSURMA MEETING CALENDAR

JULY 2025

Date	Time	Committee	Location
30-31	11:00 AM	AORMA Officers Retreat	Yorba Linda

AUGUST 2025

Date	Time	Committee	Location
		AOA EC	TBD

SEPTEMBER 2025

Date	Time	Committee	Location
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

Date	Time	Committee	Location
16	10:00 AM	New BOD Member Orientation	Zoom
24	8:30 AM	EC	Long Beach
24	10:30 AM	BOD	Long Beach
27	8:30 AM	AIME	Zoom

NOVEMBER 2025

Date	Time	Committee	Location
		AOA EC	TBD

DECEMBER 2025

Date	Time	Committee	Location
4	10:00 AM	AORMA	Irvine
5	8:30 AM	EC	Irvine

JANUARY 2026

Date	Time	Committee	Location
TBD	8:30 AM	AIME	Zoom
11	3:30 PM	EC (AOA Conference)	Oakland
11-13		AOA Annual Conference	Oakland

FEBRUARY 2026

Date	Time	Committee	Location

MARCH 2026

Date	Time	Committee	Location
5	2:30 PM	EC	Irvine
6	8:30 AM	EC LRP	Irvine

APRIL 2026

Date	Time	Committee	Location

MAY 2026

Date	Time	Committee	Location
7	1:30 PM	AORMA	Long Beach
8	8:30 AM	EC	Long Beach
8	10:30 AM	BOD	Long Beach
	8:30 AM	AIME	Zoom

JUNE 2026

Date	Time	Committee	Location
TBD		AOA EC	TBD

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

Agenda Item G3
CSURMA AORMA Committee
Meeting Date: May 1, 2025

CSURMA ADMINISTRATIVE SERVICE CALENDAR

ISSUE: This item is provided as information to advise the AORMA Committee of the various recurring administrative activities and when they take place over the course of the year. It includes items noting when they appear before the AORMA Committee, Executive Committee and Board of Directors. It is to be provided for information with each agenda packet.

RECOMMENDATION: It is recommended that the 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

CSURMA Administrative Service Calendar			
#	Task	Staff	Status
JANUARY 2025			
1	Executive Committee Nominations	Mimi Long	Completed
	Chair to appoint the EC Nominating Committee at January EC meeting		
	EC election at the May BOD meeting		
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)	Mimi Long	Completed
	Req approval of auditor's proposal at the March, 2025 meeting (no approval required for WC)		
	Complete the audit review June - August, 2025		
	Present results at September, 2025 EC & AORMA meetings		
	Present results at October, 2025 BOD meeting		
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	Mimi Long	Completed
	Appoint RPTG committee at March, 2025 EC meeting;		
	Schedule in-person RPTG meeting in July, 2025;		
	Schedule follow-up virtual meeting in August, 2025;		
	Present Results at September, 2025 EC meeting for FY 2026/2027 rating		
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	Mimi Long	N/A
	Request approval to perform audit at September, 2026 EC meeting		
	Present results at March, 2027 EC meeting		
	Present results at May, 2027 BOD meeting		
	Present results at May, 2027 AORMA Meeting		
17	Property Appraisals, Begin the Process in 2028	Mimi Long	N/A

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CSURMA
SERVICE CALENDAR

#	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
	Chair to appoint the EC Nominating Committee at January EC meeting		
	EC election at the May BOD meeting		
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
	Request approval to perform audit at September, 2026 EC meeting		
	Present results at March, 2027 EC meeting		
	Present results at May, 2027 BOD meeting		
	Present results at May, 2027 AORMA Meeting		
	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	
	Expiring Contract: Agility - June 30, 2025	Mimi Long	In Process
	Expiring Contract: Alliant Loss Control Services - June 30, 2025	Mimi Long	In Process
	Expiring Contract: CO Overhead Costs - June 30, 2025	Mimi Long	In Process
	Expiring Contract: Employers Group Service Corp - Expires June 30, 2026	Mimi Long	N/A
	Expiring Contract: Praesidium - June 30, 2026	Mimi Long	N/A
	Expiring Contract: Sedgwick - June 30, 2030	Mimi Long	N/A
	Expiring Contract: Witt O'Brien's, LLC - June 30, 2026	Mimi Long	N/A
	Expiring Contract: UC RSS - May 7, 2026	Mimi Long	N/A
	Expiring Contract: Black Swan (Empathia, Inc.) - June 30, 2027	Mimi Long	N/A
	Expiring Contract: Ventiv / iVos - June 30, 2026	Mimi Long	N/A
	Expiring Contract: CO Systemwide Professional Development (AORMA online training) - Continuous	Mimi Long	N/A

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#	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 *Appoint RPTG committee at March, 2025 EC meeting;* *Schedule in-person RPTG meeting in July, 2025;* *Schedule follow-up virtual meeting in August, 2025;* *Present Results at September, 2025 EC meeting for FY 2026/2027 rating*	Mimi Long	
15	AORMA Programs RPTG *Appoint RPTG committee at December, 2025 AORMA Committee meeting;* *Schedule in-person RPTG meeting in July, 2026;* *Schedule follow-up virtual meeting in August, 2026;* *Present Results at September, 2025 EC meeting for FY 2027/2028 rating*	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 *Appoint RPTG committee at March, 2025 EC meeting;* *Schedule in-person RPTG meeting in July, 2025;* *Schedule follow-up virtual meeting in August, 2025;* *Present Results at September, 2025 EC meeting for FY 2026/2027 rating*	Mimi Long	

#	Task	Staff	Status
12	AORMA Programs RPTG *Appoint RPTG committee at December, 2025 AORMA Committee meeting;* *Schedule in-person RPTG meeting in July, 2026;* *Schedule follow-up virtual meeting in August, 2026;* *Present Results at September, 2025 EC meeting for FY 2027/2028 rating*	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 *Appoint RPTG committee at March, 2025 EC meeting;* *Schedule in-person RPTG meeting in July, 2025;* *Schedule follow-up virtual meeting in August, 2025;* *Present Results at September, 2025 EC meeting for FY 2026/2027 rating*	Mimi Long	
15	AORMA Programs RPTG *Appoint RPTG committee at December, 2025 AORMA Committee meeting;* *Schedule in-person RPTG meeting in July, 2026;* *Schedule follow-up virtual meeting in August, 2026;* *Present Results at September, 2025 EC meeting for FY 2027/2028 rating*	Mimi Long	
16	CSURMA Operational Review *Request approval to perform audit at September, 2026 EC meeting* *Present results at March, 2027 EC meeting* *Present results at May, 2027 BOD meeting* *Present results at May, 2027 AORMA Meeting*	Mimi Long	
17	Campus Liability, AORMA Liability, AIME and Campus WC - Risk Pool claims audit (every odd year) *Req approval of auditor's proposal at the March, 2025 meeting (no approval required for WC)* *Complete the audit review June - August, 2025* *Present results at September, 2025 EC & AORMA meetings* *Present results at October, 2025 BOD meeting*	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***	

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#	Task	Staff	Status
	CSURMA EC Meeting	***Mimi Long***	

OCTOBER

#	Task	Staff	
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) *Req approval of auditor's proposal at the March, 2025 meeting (no approval required for WC)* *Complete the audit review June - August, 2025* *Present results at September, 2025 EC & AORMA meetings* *Present results at October, 2025 BOD meeting*	Mimi Long	
2	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	
	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 reoccuring 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 Recoverys	Van Rin	
7	AORMA Programs RPTG *Appoint RPTG committee at December, 2025 AORMA Committee meeting;* *Schedule in-person RPTG meeting in July, 2026;* *Schedule follow-up virtual meeting in August, 2026;* *Present Results at September, 2025 EC meeting for FY 2027/2028 rating*	Mimi Long	
	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

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CSURMA
SERVICE CALENDAR

#	Task	Staff	Status
	Expiring Contract: Alliant Insurance Services (Program Admin Agreement) - December 31, 2029	Mimi Long	N/A
	Expiring Contract: Carl Warren & Company - December 31, 2026	Mimi Long	N/A
	Expiring Contract: HSR (AIME and Club Sports) - December 31, 2027	Amy Lightner	N/A
	AORMA Committee Meeting	***Mimi Long***	

CSURMA AORMA COMMITTEE AND STAFF CONTACT LIST

ISSUE: Attached for the Committee's review is the AORMA Committee contact list.

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: This contact list is provided at every meeting.

PUBLICATION: None.

ATTACHMENT(S):

a. AORMA Committee and Program Administrator Contact List

AORMA Committee
Effective at July 1, 2024

Seat	Member	Position	Campus	Auxiliary Name	E-Mail	Telephone Number
Chair	Chuck Kissel	Executive Director	Fullerton	CSU Fullerton Auxiliary Services Corporation	ckissel@fullerton.edu	657-278-4101
First Vice Chair	Bill Olmsted	Executive Director	Sacramento	University Union Operation of CSUS, Inc.	olmsted@csus.edu	916-278-7911
Second Vice Chair	Leslie Levinson	Chief Financial Officer	San Diego	San Diego State University Research Foundation	llevinson@sdsu.edu	619-594-1076
Seat 1	Nicole Lane	Director of Human Resources	Fresno	Fresno State Auxiliary Services	nicolel@csufresno.edu	559-278-0860
Seat 2	Jared Ceja	Executive Director	Pomona	The Cal Poly Pomona Foundation, Inc.	jgceja@cpp.edu	909-869-4844
Seat 3	Cecilia Ortiz	Executive Director	Northridge	University Student Union, Inc. at CSUN	Cecilia.ortiz@csun.edu	818-677-3024
Seat 4	Raven Tyson	Associate Director of Business Operations	San Diego	Associated Students, San Diego State University	rtyson@sdsu.edu	619-594-3760
Seat 5	John Melikian	Executive Director	Sacramento	University Enterprises, Inc., CSU Sacramento	john.melikian@csus.edu	916-278-7150
Seat 6	Rosa Hernandez	Director, Human Resources	Long Beach	Forty-Niner Shops, Inc. & Associated Students, Inc.	rosa.hernandez@csulb.edu	562-985-7854
Seat 7	Keith Crawford	Risk Manger	Chico	Associated Students of CSU, Chico	tkcrawford@csuchico.edu	530-898-3447

California State University Risk Management Authority

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.lighter@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.lighter@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.lighter@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.lighter@alliant.com	415-403-1457
BRIP (Builders Risk Insurance Program)	Shadi Jalali	shadi.jalali@alliant.com	949-433-8238
	Amy Lightner	amy.lighter@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.lighter@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.lighter@alliant.com	415-403-1457

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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.lighter@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.lighter@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.lighter@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.lighter@alliant.com	415-403-1457
Trustee's E&O & Fduciary Liability	Amy Lightner	amy.lighter@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.lighter@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.lighter@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

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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
Humboldt, Monterey, Sacramento, San Luis Obispo, Sonoma, Stanislaus, Northridge, San Bernardino			
Northern California	Steven Meglio	steven.meglio@alliant.com	775-461-5166
Chico, East Bay, San Francisco, and San Jose			
North LA and Central California	Tim Leech	tleech@alliant.com	949-260-5008
Bakersfield, Channel Islands, Dominguez Hills, Fresno, Los Angeles			
Southern California	Kristina Loiselle	kloiselle@alliant.com	949-260-5042
Fullerton, Long Beach, Pomona, San Diego, and San Marcos			

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
	Jody Van Leuven	jvanleuven@calstate.edu	562-951-4574
	Leona Ching	lching@calstate.edu	562-951-4575
	Martha Guiditta	mguiditta@calstate.edu	562-951-4557
	Marissa Castillo	mcastillo@calstate.edu	562-951-4806
	Robert Eaton	reaton@calstate.edu	562-951-4572
	Scott Bourdon	sbourdon@calstate.edu	562-951-4938
	Steve Relyea	srelyea@calstate.edu	562-951-4600
	Zachary Gifford	zgifford@calstate.edu	562-951-4568
Office of General Counsel	William Hsu	whsu@calstate.edu	562-951-4500
	Robin Webb	rwebb@calstate.edu	562-951-4500
	Jaime Thompson	jthompson@calstate.edu	562-951-4500
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

Unemployment Insurance Claims Administrator – Equifax			
National Account Executive	Christina Wuestling	christina.wuestling@equifax.com	314-277-1917
UI Claims Administrator (Primary)	Melinda Leritz	melinda.leritz@equifax.com	833-946-0624 x7895
UI Claims Administration Manager	Trisha Milton	trisha.milton@equifax.com	314-214-7883
Equifax Charge Specialist / DE2088 Requests	Laura Snyder	Laura.snyder@equifax.com	833-946-0624
Power of Attorney Issues	Michelle Wiley	michelle.wiley@equifax.com	314-684-2610

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CSURMA Service Matrix

Coverage	Contact	E-Mail Address	Office
Human Resources Consulting – Employers Group			
Helpline	Helpline Team	helpline@employersgroup.com	800-748-8484
EEO Compliance (Affirmative Action)	Suzanne Oliva	soliva@fpsolutions.com	213-765-3918
Training/Behavioral Assessments	Bill Stephens	bstephens@employersgroup.com	213-595-3191
Client Service	Bill Stephens	bstephens@employersgroup.com	805-877-9922
Employee Opinion Survey	Veretta Yancey	vyancey@employersgroup.com	213-765-3937
Employer Advocacy	Mark Wilbur	mwilbur@fpsolutions.com	310-849-9066
Leave Management	Helpline	helpline@employersgroup.com	800-748-8484
Reference Library	Robert Campbell	rcampbell@employersgroup.com	800-748-8484 x3430
Compensation, Research and Surveys	Research Services	researchservices@employersgroup.com	800-748-8484
On-Line Training	Bill Stephens	bstephens@employersgroup.com	805-807-9922
Employee Handbooks and Policies	Michelle Olson	molson@employersgroup.com	800-748-8484
Compliance Posters	ServiceOne	serviceone@employersgroup.com	213-765-3952