



**E. CLOSED SESSION Pursuant to California Government Code Section 11126(e)(1) & 11126(f)(1) A**

*Action may be taken per Government Code Section 11126(e)(1) & 11126(f)(1). Please refer to the below list of claims that may be discussed. The Committee may assess and evaluate pending claims and related issues and take action or provide direction to Staff regarding the litigation described below.*

1. CalPERS audit finding regarding Humboldt State University Center Board of Directors
2. Arce v CSUN ASI
3. Harryman v CSU San Jose Student Union, Inc.
4. Tu Nghiem v CSU Associated Students, Inc. (Aquatic Center)
5. Diane Adams v Sacramento State Associated Students, Inc (Aquatic Center)
6. Grajeda v Cal Poly Pomona Foundation
7. Baker v San Diego State University Research Foundation
8. Ming Xu v CSU Dominguez Hills Foundation

**F. GENERAL ADMINISTRATION**

1. **AORMA’s Long Range Action Plan for FY 16/17** A p. 32  
*The Committee will be asked to review and approve the FY 16/17 Long Range Action Plan.*
2. **AORMA Committee Election for Officer Positions** A p. 35  
*The Committee will be asked to elect an AORMA Committee Vice Chair for the term beginning July 1, 2017.*
3. **Liability Memorandum of Coverage effective July 1, 2016** A p. 46  
*The Committee will be asked to ratify the memorandum of coverage to be used effective July 1, 2016.*
4. **On-line Training Platform Update** I p. 92  
*The Committee will hear an update from David Krevella on the Auxiliary Organizations transition from TargetSolutions to SkillPort/LawRoom*
5. **Benchmarking Initiative** I p. 96  
*The Committee will hear an overview of the recent activities*
6. **Marine Program** I p. 112  
*The Committee will discuss the creation of a Marine Program*

**G. INFORMATION ITEMS**

1. Markel Paper Transition Letter p. 113
2. CSURMA AORMA 2017 Meeting Calendar p. 115
3. CSURMA AORMA Program Administrator’s Contact Lists p. 117
4. AORMA’s Travel Reimbursement Policy p. 130



5. AORMA Committee Members - Effective 7/01/16 *p. 133*
6. CSURMA Administrative Service Calendar *p. 135*

**H. ADJOURNMENT**

*The next AORMA Committee meeting is scheduled for March 9, 2017 at 10:00 AM in Long Beach. Please contact Mimi Long [mlong@alliant.com](mailto:mlong@alliant.com) or Tevea Him [thim@alliant.com](mailto:thim@alliant.com) with questions.*

**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.

**INTRODUCTION OF NEW CSURMA PROGRAM ADMINISTRATOR  
AND CSURMA AORMA LIABILITY CLAIMS EXAMINER**

**ISSUE:** The Committee will be introduced to Amy Lightner who recently joined the CSURMA team at Alliant Insurance Services, Inc., and John Stricklin from Carl Warren & Company who is the new Senior Claims Examiner assigned to the AORMA Liability Program.

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

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. Announcement of John Sticklin as the new claims examiner for the AORMA Liability Program.

## Tevea Him

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**From:** Tevea Him  
**Sent:** Friday, October 28, 2016 11:36 AM  
**Cc:** Zachary Gifford; Daniel Howell; Mimi Long; 'jstricklin@carlwarren.com'; Mauri McGuire; 'Schlenker, Brandon'; 'Sibler, Jill'  
**Subject:** Information Item - CSURMA AORMA Liability Claims Administration  
**Attachments:** John Stricklin.vcf; Liab Claim Reporting Requirement.docx

Hello AORMA Members:

We are pleased to announce that John Stricklin has joined the CSURMA AORMA team as Carl Warren & Company's Senior Claims Examiner assigned to the AORMA Liability Program. Mauri McGuire will continue to provide oversight and management of the AORMA claims administration, but John will be your primary day-to-day contact.

John has over 30 years of experience in claims handling. His particular skill set emphasizes investigating and resolving challenging claims. John has been with Carl Warren for 22 years and currently working out of their Concord, California office. For the last seven years he has been focused on the Public Entity clients. John will be working with all of the AORMA members to (1) evaluate liability and damages and resolving disputed claims through negotiation and teamwork, (2) ensuring compliance with the AORMA Liability Program claims handling guidelines, (3) assist in process improvements and determining how better to resolve potential risk issues, and (4) partnering with defense counsel to develop and implement appropriate resolution plans to bring claims to conclusion with an eye toward cost containment.

*Carl Warren & Company has also set up a dedicated new loss reporting email at [CSURMA@carlwarren.com](mailto:CSURMA@carlwarren.com). Please transmit new claims to this address and copy John Stricklin.*

John can be reached at:

John Stricklin  
Senior Claims Examiner  
Carl Warren & Company  
2300 Clayton Road, Suite 1250  
Concord, CA 94520  
925-849-8306  
[jstricklin@carlwarren.com](mailto:jstricklin@carlwarren.com)

Please do not hesitate to contact me with questions.

### **Mimi Long**

Vice President  
Public Entity Group  
Alliant Insurance Services, Inc.

100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111

415 403 1423 – Direct  
415 403 1400 – Office  
415 609 5166 – Cell  
415 874 4810 – Fax

[www.alliant.com](http://www.alliant.com)

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## **PROGRAMS COMMITTEE REPORT**

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

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

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. Agenda table of contents from Programs Committee meeting on September 29, 2016.



# PROGRAMS COMMITTEE MEETING

## “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 a publicly accessible place, including the internet, at least ten days in advance of the meeting. This meeting agenda shall also be posted at the address of the teleconference location with access for the public via phone/speaker phone.

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 may require routine provision of identification to building security. However, CSURMA AORMA 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.

1. Teleconference Location - CSU Chancellor’s Office, 401 Golden Shore, Long Beach
2. Guy Dalpe: Cesar Chavez Student Center, SFSU, 1650 Holloway Avenue Room C-134, San Francisco
3. Gigi Kiama: University Corporation at CSUMB, 8 Upper Ragsdale Drive, Monterey
4. Bill Olmsted: University Union Operation of CSUS, Inc., 6000 J Street, Sacramento
5. Jason Porth: The University Corporation, San Francisco State, 1600 Holloway Avenue, ADM 361, San Francisco
6. Jun Reina: Capital Public Radio, Inc., CSU Sacramento, 7055 Folsom Boulevard, Sacramento
7. Raven Tyson: Associated Students of San Diego State University, 5500 Campanile Drive, Sacramento

**Meeting Date:** September 29, 2016  
**Time:** 1:00 PM

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

**Legend:** A – Action may be taken  
I – Information Only

### A. CALL TO ORDER

1. **Approval of the Agenda Order** A p. 3  
*The Committee will be asked to approve today’s meeting agenda order*

### B. PUBLIC COMMENTS

### C. GENERAL ADMINISTRATION

1. **Approval of Meeting Minutes – June 23, 2016** A p. 4  
*The Committee will be asked to review and approve the minutes from the last Programs Committee meeting on*
2. **Employment Practices Liability Member Deductibles for FY 17/18** A p. 9  
*The committee will be asked to review and approve the EPL deductible calculation for FY 17/18 as well as Policy and Procedure L-7 – Employment Practices Liability*
3. **Liability and Workers’ Compensation Dividends** A p. 21  
*The Committee will be asked to approve the allocation of the dividends to be paid in July, 2017*

4.	<b>2016 Workers' Compensation Payroll Desk Audits</b> <i>The Committee will be asked to review the workers' compensation payroll desk audit completed by Staff, providing direction as appropriate</i>	I p. 36
5.	<b>Workers' Compensation Program Volunteer Claims</b> <i>As per Policy and Procedure W-6, the Committee will be asked to review the workers' compensation claims submitted by volunteer staff</i>	A p. 42
6.	<b>Loss Control / Risk Management / Claims Administration Contract Review</b> a. Alliant Risk Control Consulting (Expiration Date - June 30, 2017) b. Employers Group (Expiration Date – June 30, 2017) c. Employers Edge (Expiration Date – June 30, 2018)	A  p. 49 p. 61 p. 88
7.	<b>2017 Meeting Dates for the CSURMA AORMA Programs Committee</b> <i>The Committee will be asked to approve the meeting dates for 2017</i>	A p. 104
D.	<b>INFORMATION ITEMS</b>	
1.	<b>2016 CSURMA AORMA Meeting Calendar</b>	I p. 105
2.	<b>FY 15/16 AORMA Long Range Action Plan</b>	I p. 107
3.	<b>AORMA Committee and Standing Committee Roster</b>	I p. 111
E.	<b>ADJOURNMENT</b>	

**The next Programs Committee meeting is scheduled for December 8, 2016 in the offices of Alliant Insurance Services, Inc., 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA.**

*If you have questions regarding the agenda package, please contact Mimi Long at [mlong@alliant.com](mailto:mlong@alliant.com) / (415) 403-1423 or Tevea Him at [thim@alliant.com](mailto:thim@alliant.com) / (415) 403-1416*

## **AOA EXECUTIVE COMMITTEE REPORT**

**ISSUE:** The AORMA Chair attends the AOA Executive Committee meetings and reports on recent AORMA activities. The Committee will hear a brief verbal overview of the AOA Executive Committee meeting.

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

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):** None.

**APPROVAL OF MINUTES**  
**SEPTEMBER 7, 2016 AND SEPTEMBER 8, 2016**

**ISSUE:** The Committee will be asked to review and approve the draft minutes of its September 7, 2016 and September 8, 2016 meetings.

**RECOMMENDATION:** It is recommended that the Committee approve the minutes of its September 7, 2016 and September 8, 2016 meetings, including corrections as necessary.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. CSURMA AORMA LRP Meeting Minutes – September 7, 2016
- b. CSURMA AORMA Committee Meeting Minutes – September 8, 2016

**MINUTES OF THE CSURMA AORMA  
COMMITTEE LRP MEETING**

**SEPTEMBER 7, 2016**

**ALLIANT INSURANCE SERVICES**

**2180 HARVARD STREET, SUITE 460 • SACRAMENTO, CA**

**10:00 AM**

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**MEMBERS PRESENT**

Cheree Aguilar, San Jose State University Research Foundation  
Leslie Davis, University Union Operation of CSUS, Inc.  
Robert de Wit, Forty-Niner Shops, Inc., CSU Long Beach  
Gigi Kiama, The University Corporation at Monterey Bay  
Frank Mumford (AORMA Chair), CSU Fullerton Auxiliary Services Corporation  
Dave Nakamura, Humboldt State University Center  
Dave Nirenberg, University Glen Corporation, CSU Channel Islands  
Jim Reinhart, University Enterprises, Inc., CSU Sacramento

**MEMBERS ABSENT**

Brian Nowlin, CSU Long Beach Research Foundation  
Guy Dalpe (AORMA Vice-Chair), Associated Students, Inc., San Francisco State University

**STAFF, GUESTS AND CONSULTANTS**

Kevin Bibler, Alliant Insurance Services, Inc.  
Zachary Gifford, CSU Office of the Chancellor, Systemwide Risk Management  
Tevea Him, Alliant Insurance Services, Inc.  
Daniel Howell, Alliant Insurance Services, Inc.  
Mimi Long, Alliant Insurance Services, Inc.

**A. CALL TO ORDER**

The meeting was called to order by the Chair, Frank Mumford at 10:00 AM.

**B. PUBLIC COMMENTS**

There were no comments from members of the public.

**C. GENERAL ADMINISTRATION**

**C1. Review of FY 15/16 AORMA Long Range Action Plan**

The AORMA Committee reviewed the items on the FY 15/16 Long Range Action Plan.

- LRP-1: Risk Reduction Innovation Matching Grant Incentive Program
- LRP-2: Monthly AORMA Update Newsletter
- LRP-3: Workers' Compensation Claims Closure Initiative
- LRP-4: Campus Visit Member Presentation
- LRP-5: CSURMA Website
- LRP-6: Cyber Risk Control Services
- LRP-7: Benchmarking Initiative
- LRP-8: Evaluation of Campus Threat Assessment
- LRP-9: Watercraft Program / Insurance Tracking Program
- LRP-10: Creation of Executive Overview CSURMA AORMA Presentation
- LRP-11: Smart Phone Application for CSURMA AORMA Contact Information

## **C2. AORMA Officers' Retreat Recap**

Frank Mumford summarized the AORMA Officers Retreat items. The Officers discussed the following proposed FY 16/17 Long Range Action Items:

1. Benchmarking beyond workers' compensation
2. Watercraft – follow-up on data collected and design next steps
3. Evaluation of participation in possible CSU captive vehicle
4. Fine Arts, Artifacts and Artifacts rollout and schedule of development
5. GoGround communication and rollout plan
6. Drive traffic to the CSURMA website (i.e., links, newsletters, etc.)
7. AORMA participation in captive's third party programs

The Officers also considered a risk financing plan to pay prevailing wages should the DIR determine that prevailing wages should have been paid on an auxiliary project. This could be set up similar to an earthquake fund. The Officers concluded that a fund could be developed if there was enough interest from other auxiliary organizations. The master enabling agreement for transportation with GoGround was discussed. The MEA is currently being reviewed by CSURMA legal counsel and should be finalized by January 1, 2017. Excess insurers / reinsurers have expressed concern regarding the members' transportation exposure. This MEA may help reduce potential liability with regard to transportation.

## **C3. 2017 AOA Conference Risk Management Sessions**

CSURMA AORMA has been asked to co-present on two topics during the 2017 AOA Conference - Insurance Requirements in Contracts and Cyber Liability. The AOA Conference planning team decided that it would be beneficial to incorporate a risk management session into each AOA track area. There are nine track areas.

## **C4. CSU Auxiliary Organization – Revised Campus Visit Presentation**

The Committee viewed the Campus Visit Presentation and made suggestions for change. Mimi Long and Tevea Him will incorporate those changes.

#### **C5. Review of FY 17/18 AORMA Liability and Workers' Compensation Program Actuarial Reports**

The actuarial report was made available for the Committee's review. Daniel Howell and Mimi Long reviewed several key findings and exhibits. The information provided by the actuary is used to establish fiscal year-end financial reports, and as the starting point in consideration of rates and funding for FY 17/18 as well as evaluating potential dividends.

The Actuary's findings and recommendations include:

##### AORMA Liability

1. The estimated outstanding losses at June 30, 2016 decreased by \$29,341 (a 1% decrease) compared to the prior estimated as of June 30, 2015.
2. The projected funding (discounted) for FY 17/18 at a 70% confidence level increased by \$70,071 (a 4% increase) compared to the projected funding for FY 16/17.
3. The projected funding (discounted) for FY 17/18 at an 80% confidence level increased by \$85,709 (a 4% increase) compared to the projected funding for FY 16/17.

##### AORMA Workers' Compensation

1. The estimated outstanding losses at June 30, 2016 decreased by \$2,865,643 (a 34% decrease) compared to the prior estimated as of June 30, 2015.
2. The projected funding (discounted) for FY 17/18 at a 70% confidence level decreased by \$74,000 (a 2% decrease) compared to the projected funding for FY 16/17.
3. The projected funding (discounted) for FY 17/18 at an 80% confidence level decreased by \$190,000 (a 5% decrease) compared to the projected funding for FY 16/17.

The action recommended will have the direct effect of establishing liabilities reported in CSURMA's financial statements. Indirectly, information from the accepted actuarial studies will be used in rate setting and funding forecasts.

No action was taken.

#### **C6. Estimated Pool Layer Funding Exhibit**

The Committee reviewed the estimated fund balance exhibits for both the Liability and Workers' Compensation Programs. These reports show a comparison of the program assets, outstanding liabilities and estimated fund balances at 6/30/16, as well as historical estimated fund balance and dividend information.

Within the Workers' Compensation Program, the outstanding liabilities have declined substantially. This is due to the reinsurance agreement with CSAC EIA. Effective January 1, 2015, AORMA began purchasing reinsurance for its \$500,000 pooled layer. Therefore, no outstanding liabilities have accumulated for the period January 1, 2015 to June 30, 2016. 18 months of reserves on reported claims and potential claims (outstanding liabilities) have been removed from the program's liabilities. The purchase of reinsurance for AORMA's pooled layer has resulted in a significant increase of the program's unencumbered funds.

### **C7. Target Surplus Funding Report and Dividend Calculation**

Kevin Bibler presented the findings from his target surplus funding analysis. Staff prepares this analysis to provide guidance to the Committee for development of annual funding, dividends and assessment decisions. The Committee has adopted three benchmark ratios which measure the program's financial stability.

1. Gross Premium to Surplus Ratio
2. Surplus to Pool Retention Ratio
3. Outstanding Reserves to Surplus Ratio

The gross premium to surplus ratio is a measure of how the programs surplus is leveraged against possible pricing inaccuracies. A favorable goal is anything below 150%. The ratio on the liability program is 56% and on the workers' compensation program is 64%. The surplus to pool retention ratio is a measure of the maximum amount that surplus could decline due to a single loss. A favorable goal is 5 to 10 times the maximum program retention. The ratio on both the liability and workers' compensation programs is 12 times the maximum retention. The outstanding reserves to surplus ratio is a measure of how the surplus is leveraged against possible reserve inaccuracies. A favorable goal is anything below 150%. The ratio on the liability program is 7% and on the workers' compensation program is 45%.

Bibler explained that the "confidence level" is a statistical term used to express the degree to which an actuarial projection will be an accurate prediction of the dollar losses ultimately paid for a given program year or combination of years. The higher a confidence level the greater certainty the actuary has that losses will not exceed the dollar value used to attain the confidence level. The surplus is the amount of funds remaining, after deducting all administrative and excess insurance costs, available to pay claims in excess of losses (undiscounted for investment income) at the actuarially determined expected confidence level. Gross Premium includes the total contributions from members less the excess insurance costs. Retention is the maximum amount of exposure for a single loss retained by AORMA.

Based on the results of the Target Surplus Funding Analysis, staff is recommending that a dividend of \$824,133 be declared for the Liability Program and \$888,622 on the Workers' Compensation Program. Both amounts represent 25% of the maximum dividend available. Bibler noted that the Target Surplus Funding Analysis is a rear-view of the pooled programs. The funding for FY 17/18 can be viewed separately from this report.

Daniel Howell explained that the Liability Program has had a handful of significant shock losses in excess of the pooled layer which has resulted in higher premiums and a higher retained limit. The recommendation to return only 25% of the maximum dividends available is to maintain adequate unencumbered funds should the perfect storm of events occur ... (1) the significant shock losses continue and become the new normal therefore requiring a significantly higher dollar amount to fund future liabilities, and (2) the excess / reinsurance premium increased dramatically due to loss experience.

The Committee will take action at tomorrow’s meeting.

**C8. AORMA Historical Premium Payments, Dividends and Loss Ratios Report**

The Committee reviewed the AORMA Historical Premium Payments, Dividends and Loss Ratio report.

**C9. Employment Practices Liability Member Deductibles for FY 17/18**

The Committee reviewed the minimum EPL deductible calculation for FY 16/17. Mimi Long noted that seven auxiliary organizations are subject to an EPL deductible higher than the minimum of \$25,000. According to Policy & Procedure L-7, the Programs Committee is responsible for approving the EPL deductible calculation; therefore, this calculation is being presented for the Committee’s review only.

Below are the proposed FY 17/18 EPL deductibles.

<b>Auxiliary Organization</b>	<b>FY 16/17</b>
CSU, Fresno Foundation	\$75,000
CSU, Long Beach Research Foundation	\$75,000
The Cal Poly Pomona Foundation, Inc.	\$100,000
University Enterprises, Inc., CSU Sacramento	\$75,000
Associated Students, SDSU	\$50,000
SDSU Research Foundation	\$100,000
San Jose State University Research Foundation	\$100,000

**C10. On-Line Training Platform Update**

At its May 5, 2016 meeting, the AORMA Committee approved a one-year extension of the TargetSolutions contract and directed Staff to inform the membership (quarterly) that the TargetSolutions contract will not be renewed after June 30, 2017.

Fourteen campuses have completed the integration process. SPD continues to work with the remaining campuses shown below:

1. Monterey Bay
2. Easy Bay
3. Bakersfield
4. Maritime Academy
5. San Francisco
6. Dominguez Hills
7. Sonoma
8. Long Beach
9. San Diego

SPD encourages the auxiliary organizations at these remaining campuses to contact their IT department to get the project started. If the Campus IT team has questions, SPD can schedule a call to jump start the transition process.

Staff will continue to send out quarterly updates to the AORMA members reminding them that the Target Solutions contract will not be renewed after June 30, 2017.

#### **C11. Discussion of AORMA's Continuity Plan**

Mimi Long stated that the AORMA Chair will appoint a Nominations Committee to poll the eligible 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. Frank Mumford appointed a nomination committee – Gigi Kiama, Dave Nakamura and Leslie Davis – to poll the AORMA Committee members to identify which of the incumbents whose terms expire the following June 30 are interested in seeking re-election. At the next meeting, the Nominations Committee will announce their nomination First Vice Chair and an election will be held at that meeting.

#### **C12. Development of the Long Range Action Plan Items for FY 16/17**

The AORMA Committee Members discussed the long range goals for AORMA. Based on today's decisions, Staff will prepare the FY 16/17 long range action plan document which will be presented for approval at the next AORMA Committee meeting.

1. Benchmarking beyond workers' compensation
2. Watercraft – follow-up on data collected and design next steps
- 3a. Evaluation of participation in possible CSU captive vehicle
- 3b. AORMA participation in captive's third party programs
4. Fine Arts, Archives and Artifacts rollout and schedule of development
5. GoGround communication and rollout plan
- 6a. Drive traffic to the CSURMA website (i.e., links, newsletters, etc.)
- 6b. Policy and Procedure of the Month
7. Special Funding Task Group

**D. ADJOURNMENT**

The meeting was adjourned at 1:52 PM.

**MINUTES OF THE CSURMA AORMA  
COMMITTEE MEETING**

**SEPTEMBER 08, 2016**

**ALLIANT INSURANCE SERVICES**

**2180 HARVARD STREET, SUITE 460 • SACRAMENTO, CA**

**9:00 AM**

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**MEMBERS PRESENT**

Cheree Aguilar, San Jose State University Research Foundation  
Leslie Davis, University Union Operation of CSUS, Inc.  
Robert de Wit, Forty-Niner Shops, Inc., CSU Long Beach  
Gigi Kiama, The University Corporation at Monterey Bay  
Frank Mumford (AORMA Chair), CSU Fullerton Auxiliary Services Corporation  
Dave Nakamura, Humboldt State University Center  
Dave Nirenberg, University Glen Corporation, CSU Channel Islands  
Jim Reinhart, University Enterprises, Inc., CSU Sacramento

**MEMBERS ABSENT**

Brian Nowlin, CSU Long Beach Research Foundation  
Guy Dalpe (AORMA Vice-Chair), Associated Students, Inc., San Francisco State University

**STAFF, GUESTS AND CONSULTANTS**

Zachary Gifford, CSU Office of the Chancellor – Systemwide Risk Management  
Tevea Him, Alliant Insurance Services  
Daniel Howell, Alliant Insurance Services, Inc.  
William Hsu, General Counsel  
Mimi Long, Alliant Insurance Services, Inc.  
Mauri McGuire, Carl Warren and Company

**A. CALL TO ORDER**

The meeting was called to order by the Chair, Frank Mumford at 9:00 AM.

**A1. Approval of the Agenda**

A motion was made to approve the agenda

**MOTION:** Leslie Davis

**SECOND:** Dave Nirenberg

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**B. PUBLIC COMMENTS**

There were no comments from the public.

**C. STANDING COMMITTEE REPORTS**

**C1. Programs Committee Report**

Gigi Kiama provided a brief report of the committee’s recent activities.

**C2. AOA Executive Committee Report**

No report was made at this meeting.

**D. CONSENT CALENDAR**

**D1. AORMA Committee Meeting Minutes – May 5, 2016**

**D2. FY 17/18 AORMA Liability and Workers’ Compensation Program Actuarial Studies**

**D3. CSURMA AORMA 2017 Meeting Calendar**

A motion was made to approve or accept all items on the Consent Calendar.

**MOTION:** Jim Reinhart

**SECOND:** Leslie Davis

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			

Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**E. CLOSED SESSION**

A motion was made to enter closed session at 9:03 am

**MOTION:** Leslie Davis  
**SECOND:** Robert de Wit

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

1. Klein Settlement Committee
2. Arce vs. Associated Students, CSU Northridge, Inc.
3. Harryman vs. The Student Union of San Jose State University
4. New Fatility vs. Associated Students of CSU, Sacramento
5. Adams vs. Associated Students of CSU, Sacramento
6. Evangelina Grajeda vs The Cal Poly Pomona Foundation, Inc.
7. India Baker vs San Diego State University Research Foundation
8. Xing Mu vs CSU Dominguez Hills Foundation

The Committee left closed session at 9:22 AM and the chair reported that no action was taken during closed session.

**F. GENERAL ADMINISTRATION**

**F1. Insurance Renewals Report**

Daniel Howell provided a brief overview of the major renewals. The premium for the AORMA primary excess liability program experienced a substantial increase due to recent losses. The AORMA increase was \$219,512 (24%) which was largely anticipated in the budget; however, some of the additional premium will be absorbed from AORMA program reserves. Two new participants are taking the AORMA primary excess reinsurance contract – Markel and Great American. The excess tower was stable, with the \$15 million excess of \$5 million underwriters agreeing to cover the programs on a reinsured basis. Staff is working with the reinsurers to finalize the coverage language which will be consistent with expiring terms. The AORMA program saw a flat rate renewal and the University program received an 8% increase due to a recent large loss. With regard to Workers’ Compensation, Systemwide Risk Management agreed to participate in a two year commitment that utilizes CSAC EIA’s captive insurer to achieve additional savings.

**F2. Target Surplus Funding Report and Dividend Calculation**

The Committee discussed the Target Surplus Funding Analysis. Staff recommended the distribution of 25% of the maximum dividend available from both the Workers’ Compensation and Liability Programs. Historically, both of these programs were funded at an 80% confidence level. However, effective July 1, 2014 for the Liability Program and July 1, 2016 for the Workers’ Compensation Program, the AORMA Committee decided chose a 70% confidence level, which means less money is being collected prospectively to fund the programs. Staff also notes that the Liability Program losses have been volatile in the past five years.

A motion was made to approve a dividend in the amount of \$824,133 for the Liability Program and \$888,622 for the Workers’ Compensation Program which is 25% of the maximum dividend available from each program.

**MOTION:** Dave Nirenberg  
**SECOND:** Robert de Wit

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**F3a. Review and Approval of the FY 17/18 – Total Funding - Liability Program**

The Committee reviewed the two Liability Program funding options for FY 17/18 as shown below.

<b>Liability Program</b>			
<b>70% Confidence Level (Discounted)</b>			
<b>Expense Item</b>	<b>Current Program Costs 70% CL / Discounted</b>	<b>Proposed Program Costs 70% CL / Discounted</b>	<b>% Change</b>
Pool Layer Funding	1,700,777	1,770,878	4.12%
Claims Administration	14,000	15,000	7.14%
Program Administration	812,179	813,000	0.10%
Reinsurance / Excess Insurance	1,434,459	1,500,000	4.57%
<b>Total Costs</b>	<b>3,961,415</b>	<b>4,098,878</b>	<b>3.47%</b>
<b>80% Confidence Level (Discounted)</b>			
<b>Expense Item</b>	<b>Current Program Costs 70% CL / Discounted</b>	<b>Proposed Program Costs 80% CL / Discounted</b>	<b>% Change</b>
Pool Layer Funding	1,700,777	2,166,071	27.36%
Claims Administration	14,000	15,000	7.14%
Program Administration	812,179	813,000	0.10%
Reinsurance / Excess Insurance	1,434,459	1,500,000	4.57%
<b>Total Costs</b>	<b>3,961,415</b>	<b>4,494,071</b>	<b>13.45%</b>
<p><i>The current program is funded at a 70% confidence level and is discounted for investment value. The discount rate is calculated based on a 2% yield on investments.</i></p>			

**F3b. Review and Approval of the FY 17/18 – Total Funding - Workers’ Compensation Program**

The Committee reviewed the two Workers’ Compensation Program funding options for FY 17/18 shown below. In order to provide pricing stability as well as the accumulation of surplus within the program, Staff recommends continuing the current protocol of accepting the actuary’s recommended funding level for the pooled layer rather than basing the funding on the CSAC EIA reinsurance pricing. Staff believes that the CSAC EIA reinsurance pricing for FY 17/18 will be close to the CSURMA actuary’s recommended funding at “discounted expected.”

Therefore, the pool will continue to increase surplus while funding at a 70% or 80% confidence level.

<b>Workers' Compensation Program</b>			
<b>70% Confidence Level</b>			
<b>Expense Item</b>	<b>Current Program Costs 70% CL / Discounted</b>	<b>Proposed Program Costs 70% CL / Discounted</b>	<b>% Change</b>
Pooled Layer Funding	3,236,000	3,162,000	-2.29%
Claim Administration	219,765	224,160	2.00%
Program Administration	606,521	607,000	0.08%
Excess Insurance	487,597	488,000	0.08%
<b>Total Costs</b>	<b>4,549,883</b>	<b>4,481,160</b>	<b>-1.51%</b>
<p><i>The current program is funded at a 70% confidence level and is discounted for investment value. The discount rate is calculated based on a 2% yield on investments.</i></p>			

<b>80% Confidence Level</b>			
<b>Expense Item</b>	<b>Current Program Costs 70% CL / Discounted</b>	<b>Proposed Program Costs 80% CL / Discounted</b>	<b>% Change</b>
Pooled Layer Funding	3,236,000	3,468,000	7.17%
Claim Administration	219,765	224,160	2.00%
Program Administration	606,521	607,000	0.08%
Excess Insurance	487,597	488,000	0.08%
<b>Total Costs</b>	<b>4,549,883</b>	<b>4,787,160</b>	<b>5.22%</b>
<p><i>The current program is funded at a 70% confidence level and is discounted for investment value. The discount rate is calculated based on a 2% yield on investments.</i></p>			

**F3c. Review and Approval of the FY 17/18 – Total Funding - Property Program**

The Committee reviewed the FY 17/18 Property Program costs of \$2,075,000 which is a 4.86% increase over the FY 16/17 program costs. The AORMA Property Program pooled layer has an aggregate limit of \$250,000. Which means the majority of AORMA’s property losses will be capped at the aggregate pooled layer of \$250,000.

Property Program			
Expense Item	Current Program Costs	Proposed Program Costs	% Change
Pooled Layer Funding	250,000	250,000	0.00%
Excess Insurance	1,401,411	1,500,000	7.03%
Program Administration	327,408	325,000	-0.74%
<b>Total Costs</b>	<b>1,978,819</b>	<b>2,075,000</b>	<b>4.86%</b>

**F3d. Review and Approval of the FY 17/18 – Total Funding - Crime Program**

The Committee reviewed the FY 17/18 Crime Program costs of \$277,000 which is a 15% decrease compared to the FY 16/17 program costs. The Crime Program has an annual aggregate of \$100,000. At June 30, 2016, the Crime Program fund balance was \$408,581; therefore, Staff is recommended that the Committee waive the pooled layer funding for FY 17/18.

Crime Program			
Expense Item	Current Program Costs	Proposed Program Costs	% Change
Pooled Layer Funding	50,000	-	-100.00%
Excess Insurance	244,421	245,000	0.24%
Program Administration	31,845	32,000	0.49%
<b>Total Costs</b>	<b>326,266</b>	<b>277,000</b>	<b>-15.10%</b>

The AORMA Crime Program pooled layer has a \$25,000 per claim limit and an aggregate limit of \$100,000. Because of this, AORMA’s crime losses, within the pooled layer, in any one year cannot exceed \$100,000; therefore, an actuarial study is not necessary. Currently, the Crime Program has a fund balance of \$408,581. Because the program’s surplus is sufficient to cover all claims paid within FY 16/17 and FY 17/18, Staff recommends that the Committee waive funding of the pooled layer for 17/18.

A motion was made to fund the FY 17/18 Liability Program at a 70% confidence level (\$4,098,878), Workers’ Compensation Programs at a 70% confidence level (\$4,481,160) and the Property (\$2,075,000) and Crime (\$277,000) as recommended by Staff.

**MOTION:** Robert de Wit  
**SECOND:** Dave Nirenberg

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			

Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**F4. Policy and Procedure W-3 – Claims Handling Procedures and Guidelines**

AORMA requires that all Policies and Procedures be reviewed biennially. Staff reviewed Policy and Procedure W-3 – Workers’ Compensation Claims Handling Procedures and Guidelines and made some minor revisions. The bulk of the changes are a result of the claim system conversion from iVOS to Sedgwick’s proprietary claims system called Juris. Staff was asked to make the appearance of the numbers consistent as well.

A motion was made to approve the revisions to Policy and Procedure W-3.

**MOTION:** Gigi Kiama  
**SECOND:** Cheree Aguilar

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**F5. Policy and Procedure L-8 – Liability Program Member Allocation Formula**

The AORMA Liability Program Member Allocation Formula was revised effective July 1, 2015. Staff created Policy and Procedure L-8 to document the allocation formula which has been approved by the Programs Committee and the AORMA Committee. The Policy and Procedure also notes the allocation criteria which requires annual approval by the Programs Committee.

A motion was made to approve of Policy and Procedure L-8.

**MOTION:** Leslie Davis  
**SECOND:** Cheree Aguilar

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**F6. Policy and Procedure A-2 – AORMA Committee and Standing Committee Roles and Responsibilities**

The Committee reviewed revisions to Policy and Procedure A-2 – AORMA Committee and Standing Committee Roles and Responsibilities. The role of the AORMA Committee Chair has been expanded to include;

1. 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.
2. 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.

These changes have been added so that the Chair can invite to the Officer’s Retreat a meeting facilitator who can guide and manage the retreat to ensure that the objectives are met effectively, with clear thinking and good participation.

A motion was made to approve the changes to Policy and Procedure A-2.

**MOTION:** Jim Reinhart  
**SECOND:** Dave Nakamura

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X

Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**F7. Liability Memorandum of Coverage effective July 1, 2016**

At its meeting on May 5, 2016, the AORMA Committee delegated authority to the CSURMA Secretary/Auditor to finalize the AORMA Liability Program Memorandum of Coverage (MOC) to be used effective July 1, 2016, subject to ratification by the AORMA Committee at its September meeting. The MOC has been customized to meet the specific needs of the CSU Auxiliary Organizations. Insurance companies regularly review their policy forms and make revisions to reflect industry trend and claims experience. Similarly, it is prudent for AORMA to review its coverage form and make amendments as necessary to maintain coverage quality for its members, and as may be needed for effective placement of reinsurance and excess insurance to manage AORMA’s claim liabilities.

The MOC is currently being reviewed by the two new reinsurers, Great America and Marcel. Staff expects to have their comments within the next few weeks. The final MOC will be available for the Committee’s review and ratification in October.

A motion was made to adopt the attached MOC as the tentative coverage document and to delegate authority to the CSURMA Secretary-Auditor to finalize.

**MOTION:** Dave Nirenberg

**SECOND:** Cheree Aguilar

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			

Robert de Wit	X			
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**MOTION CARRIED**

**F8. AORMA Workers’ Compensation Program Claims Administration Audit Report**

Zachary Gifford summarized the results of the claims administration audit of Sedgwick CMS, the third-party claims administrator for the AORMA Workers’ Compensation Program.

A motion was made to accept the Workers’ Compensation Claims audit report.

**MOTION:** Dave Nakamura  
**SECOND:** Gigi Kiama

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**F9. AORMA Committee Meeting - October 20, 2016 Discussion of Meeting location**

The Committee discussed the October 20, 2016 location. It will be held at the Alliant office in Newport Beach at 10:00am.

A motion was made to approve the meeting location to be held at the Alliant Newport Beach office.

**MOTION:** Cheree Aguilar  
**SECOND:** Gigi Kiama

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			

Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**F10. Maximum Allowable Hourly Rate for Legal Counsel**

Policy and Procedure L-3 – Legal Counsel Selection, stipulates that Carl Warren & Company (AORMA’s liability third party claims administrator) will survey legal counsel compensation, at least every 36 months, and recommend to the AORMA Committee a fair and equitable maximum allowable hourly rate. Carl Warren believes that they have an acceptable list of employment attorneys at who are willing to work at a rate of \$225 per hour. Currently, most non-employment attorneys are billing \$185 per hour.

CSU Systemwide Risk Management reiterates that if Legal Counsel is handling the defense of any University case, then Legal Counsel must be retained at the University’s hourly rate. The AORMA Committee has accepted this caveat and has included it in Policy and Procedure L-3.

Mauri McGuire, from Carl Warren & Company believes that there are a sufficient numbers of attorneys on AORMA’s list of approved attorneys who will work at the \$225 rate. However, AORMA’s maximum rate has not been increased in several years and therefore, a discussion of increasing the maximum hourly rate for legal counsel is appropriate.

A motion was made to approve the current maximum allowable hourly rate of \$225 per hour.

**MOTION:** Dave Nakamura

**SECOND:** Robert De Wit

NAME	AYE	ABSTAIN	NAY	ABSENT
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

**G. INFORMATION ITEMS**

The committee reviewed the following information items.

- G1. Praesidium Contract for Prevention of Abuse of Minors**
- G2. Master Enabling Agreement for Transportation with GoGround**
- G3. Fine Arts, Archives and Artifacts Program Launch**
- G4. CSURMA AORMA 2016 Meeting Calendar**
- G5. CSURMA AORMA Program Administrator’s Contact Lists**
- G6. AORMA’s Travel Reimbursement Policy**
- G7. AORMA Committee Members - Effective 7/01/16**
- G8. CSURMA Administrative Service Calendar**

**H. ADJOURNMENT**

The meeting was adjourned at 10:34 AM.

**MOTION:** Dave Nirenberg

**SECOND:** Leslie Davis

<b>NAME</b>	<b>AYE</b>	<b>ABSTAIN</b>	<b>NAY</b>	<b>ABSENT</b>
Brian Nowlin				X
Cheree Aguilar	X			
Dave Nakamura	X			
Dave Nirenberg	X			
Frank Mumford	X			
Gigi Kiama	X			
Guy Dalpe				X
Jim Reinhart	X			
Leslie Davis	X			
Robert de Wit	X			

**MOTION CARRIED**

## **AORMA’S LONG RANGE ACTION PLAN FOR FY 16/17**

**ISSUE:** At its September 7, 2016 Long Range Planning meeting, the AORMA Committee reviewed the long range goals of AORMA. The Committee proposed the following items for the FY 16/17 long range action plan:

1. Benchmarking beyond workers’ compensation
2. Watercraft – follow-up on data collected and design next steps
- 3a. Evaluation of participation in possible CSU captive vehicle
- 3b. AORMA participation in captive’s third party programs
4. Fine Arts, Archives and Artifacts rollout and schedule of development
5. GoGround communication and rollout plan
- 6a. Drive traffic to the CSURMA website (i.e., links, newsletters, etc.)
- 6b. Policy and Procedure of the Month
7. Special Funding Task Group

**RECOMMENDATION:** The Committee will be asked to approve its FY 16/17 Long Range Action Plan, making revisions as necessary.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** The long range action plan will be included in each AORMA Committee and Standing Committee agenda.

**ATTACHMENT(S):**

- a. FY 16 /17 Long Range Action Plan - DRAFT

## FY 2016/17 CSURMA AORMA LONG RANGE ACTION PLAN

GOAL	ACTION / TASK	RESPONSIBLE ENTITY	DEADLINE	STATUS	
<b>LRP-1 Benchmarking Initiative</b>					
<b>Develop benchmarking operations beyond Workers' Compensation</b>	1	Research benchmarking resources available	PA, SRM	Oct., 2016	Completed
	2	Develop a conceptual proposal for short and long term benchmarking	PA, SRM	Jan., 2017	
	3	Presentation of sustainable long term benchmarking program	PA, SRM	Sep., 2017	
	4	Approval of long term benchmarking project scope	AORMA, EC	Sep., 2017	
<b>LRP-2 Marine Program</b>					
<b>Creation of a marine program</b>	1	Review and update watercraft schedule, as appropriate	PA	Nov., 2016	
	2	Create marine program coverage specifications	PA	Nov., 2016	
	3	Obtain coverage options, and pricing, for program and present to the Programs Committee	PA	Feb., 2017	
	4	Present final program design to AORMA Committee	PA	May, 2017	
	5	Disseminate the Marine Program information to the AORMA members	PA	Jul., 2017	
<b>LRP-3 Captive Insurer</b>					
<b>Evaluation of participation in possible CSU captive vehicle</b>	1	Oversee formation of captive	PA, SRM	Jun., 2017	In Process
	2	Determine which insurance products can be marketed by the auxiliary organizations	PA, SRM, EC, AORMA	Jul., 2017	
	3	Design marketing plan	PA, SRM, AORMA	Aug., 2017	
<b>LRP-4 Fine Arts, Artifacts and Archives Program (FAAAP)</b>					
<b>Fine Arts, Artifacts and Archives Program rollout and schedule of development</b>	1	Develop Fine Arts, Artifacts and Archives Program	PA	May, 2016	Completed
	2	Announcement of FAAAP	PA	Jun., 2016	Completed
	3	Introduce the FAAAP during the AOA Conference AORMA Update	AORMA Chair	Jan., 2017	
	4	Provide updated information via the CSURMA Newsletter "What's the Risk"	PA	Mar., 2017	
<b>LRP-5 GoGround (Master Enable Agreement for Transportation)</b>					
<b>GoGround communication and rollout plan</b>	1	Finalize agreement between CSURMA and GoGround	SRM	Jan., 2017	
	2	Introduce the GoGround MEA for Transportation during the AOA Conference AORMA Update	AORMA Chair	Jan., 2017	
	3	Announcement of FAAAP	PA	Jan., 2017	
	4	Provide information via the CSURMA Newsletter "What's the Risk"	PA	Mar., 2017	

## FY 2016/17 CSURMA AORMA LONG RANGE ACTION PLAN

GOAL	ACTION / TASK	RESPONSIBLE ENTITY	DEADLINE	STATUS	
<b>LRP-4 CSURMA Website</b>					
<b>Drive traffic to the CSURMA website</b>	<b>1</b>	Send out first CSURMA Newsletter "What's the Risk"	PA	Dec., 2016	In Process
	<b>2</b>	Link all "What's the Risk" articles to the CSURMA Website	PA	Dec., 2016	In Process
	<b>3</b>	Include a link in all announcements that take the recipient directly to the CSURMA Website	PA	Dec., 2016	In Process
	<b>4</b>	Include a Policy and Procedure information item in every newsletter	PA	Mar., 2017	
<b>LRP-5 Special Funding Task Group</b>					
<b>Compile historical information on AORMA's funding philosophy</b>	<b>1</b>	Research historical funding decisions	PA	Jun., 2017	
	<b>2</b>	Discuss with Special Funding Task Group (AORMA Officers)	PA, AORMA Officers	Jul., 2017	
	<b>3</b>	Discuss with the AORMA Committee	PA, AORMA	Sep., 2017	
	<b>4</b>	Memorialize AORMA's Funding Philosophy and distribute as appropriate	PA	Oct., 2017	
<b>BOD:</b> CSURMA Board of Directors			<b>EC:</b> CSURMA Executive Committee		
<b>PC:</b> AORMA Programs Committee			<b>OGC:</b> CSU Office of General Counsel		
<b>CABO:</b> CSU Chief Administrators and Business Officers			<b>PA:</b> CSURMA Program Administrator		
<b>CO:</b> Chancellor's Office			<b>SRM:</b> CSU Systemwide Risk Management		
<b>AORMA:</b> AORMA Committee					

## **AORMA COMMITTEE ELECTION FOR OFFICER POSITIONS**

**ISSUE:** Policy and Procedure A-1 states that 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.

The current terms for the AORMA Officers are as follows:

- ✓ AORMA Chair – July 1, 2016 to June 30, 2018
- ✓ AORMA First Vice Chair – July 1, 2015 to June 30, 2017
- ✓ AORMA Second Vice Chair – July 1, 2016 to June 30, 2018

At this December AORMA Committee meeting, the Nominations Committee will announce their nominee(s) for First Vice Chair whose current term will expire on June 30, 2017 and the AORMA Committee will be asked to elect its First Vice Chair at this meeting. Guy Dalpe currently holds the seat.

**RECOMMENDATION:** The Committee will be asked to elect the AORMA Committee First Vice Chair for the term July 1, 2017 to June 30, 2019.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** The AORMA Committee Officers will be announced at the annual AOA Conference in January, 2017 as well as open seats for the July 1, 2017 to June 30, 2019 term.

**ATTACHMENT(S):**

- a. Current AORMA Committee Roster
- b. Policy and Procedure A-1 – AORMA Committee Composition, Elections & Term Limits
- c. Policy and Procedure A-2 – AORMA Committee and Standing Committee Roles and Responsibilities

**AORMA Committee**  
**Ten voting members - two alternates - twelve members total**  
**Effective at July 1, 2016**

Committee	Seat	Member	Position	Campus	Type of Auxiliary	E-Mail	Telephone Number	Location	Size of Campus	Type of Campus	Term
AORMA	Chair	Frank Mumford	Executive Director	Fullerton	CSU Fullerton Auxiliary Services Corporation	fmumford@fullerton.edu	657-278-4101	South	Large	Urban	7/1/16 - 6/30/18
AORMA	First Vice Chair	Guy Dalpe	Managing Director	San Francisco	Associated Students, Inc., San Francisco State University	gdalpe@sfsu.edu	415-338-1044	North	Large	Urban	7/1/15 - 6/30/17
AORMA	Second Vice Chair	Gigi Kiama	Human Resources Director	Monterey Bay	The University Corporation at Monterey Bay	gkiama@csumb.edu	831-582-4301	North	Small	Rural	7/1/16 - 6/30/18
AORMA	Seat 1	Dave Nakamura	Executive Director	Humboldt	Humboldt State University Center	dave.nakamura@humboldt.edu	707-826-4878	North	Large	Rural	7/1/16 - 6/30/18
AORMA	Seat 2	Dave Nirenberg	Senior Director	Channel Islands	Channel Islands University Auxiliary Services, Inc.	dave.nirenberg@csuci.edu	805-437-2668	South	Small	Rural	7/1/15 - 6/30/17
AORMA	Seat 3	Brian Nowlin	Chief Operating Officer	Long Beach	California State University, Long Beach Research Foundation	Brian.Nowlin@csulb.edu	562-985-4690	South	Large	Urban	7/1/15 - 6/30/17
AORMA	Seat 4	Vacant									7/1/15 - 6/30/17
AORMA	Seat 5	Jim Reinhart	Executive Director	Sacramento	University Enterprises, Inc. (UEI)	Jim.Reinhart@csus.edu	916-278-7001	South	Large	Urban	7/1/15 - 6/30/17
AORMA	Seat 6	Leslie Davis	Executive Director	Sacramento	University Union Operation of CSUS, Inc.	leslied@saclink.csus.edu	916-278-2904	North	Large	Urban	7/1/16 - 6/30/18
AORMA	Seat 7	Robert de Wit	Chief Financial Officer	Long Beach	Forty-Niner Shops, Inc., CSU Long Beach	rdewit@csulb.edu	562-985-5549	South	Large	Urban	7/1/15 - 6/30/17

**Programs Committee**

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

Committee	Seat	Member	Position	Campus	Type of Auxiliary	E-Mail	Telephone Number	Location	Size of Campus	Type of Campus	Term
PC	Chair	Gigi Kiama	Human Resources Director	Monterey Bay	University Corporation, CSU Monterey Bay	gkiama@csumb.edu	831-582-4301	North	Small	Rural	7/1/13 - 6/30/15
PC	At Large	Bill Olmsted	Associate Executive Director	Sacramento	University Union Operation of CSUS, Inc.	olmsted@csus.edu	916-278-6744	North	Large	Urban	7/1/15 - 6/30/17
PC	At Large	Guy Dalpe	Managing Director	San Francisco	Associated Students, Inc., San Francisco State University	gdalpe@sfsu.edu	415-338-1044	North	Large	Urban	7/1/14 - 6/30/16
PC	At Large	Jason Porth	Executive Director	San Francisco	The University Corporation, San Francisco State	jporth@sfsu.edu	415-338-6880	North	Large	Urban	7/1/15 - 6/30/17
PC	At Large	Jun Reina	Chief Operating Officer/ Chief Financial Officer	Sacramento	Capital Public Radio, Inc., CSU Sacramento	jreina@csus.edu	916-278-8925	North	Large	Urban	7/1/15 - 6/30/17
PC	At Large	Raven Tyson	Human Resources & Risk Manager	San Diego	Associated Students of San Diego State University	raven.tyson@sdsu.edu	619-594-3760	South	Large	Urban	7/1/13 - 6/30/15

*AORMA Committee Chair serves for a period of four years - Vice Chair, to Chair, to Past President, to Ex-Officio.*  
*Standing Committee Chair serves a one-year term, is appointed by the AORMA Committee Chair, and must be an AORMA Committee member.*  
*AORMA Committee and Standing Committee members may serve a maximum of three consecutive two-year terms (total six years).*

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

**SUBJECT:** AORMA COMMITTEE COMPOSITION,  
ELECTIONS & TERM LIMITS

**ADOPTED:** APRIL 18, 2003

**EFFECTIVE:** JULY 1, 2003

**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

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**PURPOSE:**

This policy and procedure outlines the process by which members of the 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 either the AORMA Committee or on the same Standing Committee. At-large members may serve a maximum of three consecutive complete two-year terms. Upon reaching the end of the third complete two-year term, At-large members will either be "termed out" (they may be again nominated after one year off the Committee) or advance to the role of Chair, First Vice Chair or

- Second Vice Chair. 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.
  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)

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

***AORMA Committee Chair/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
4. 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 AORMA Committee Nominating 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.

Previous service on one of AORMA's Standing Committees is preferred, but not required.

5. Timeline for nominations:

***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.

At the October AORMA Committee meeting, the Nominations Committee will announce their nominations for Chair, First Vice Chair and Second Vice Chair. 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.

***January***

The Nominations Committee 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 Nominations Committee 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 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.

The AORMA Committee shall establish a statement of roles and responsibilities that provide guidance on operations of the Committee and may be amended from time to time by the AORMA Committee.



**SUBJECT:** **AORMA COMMITTEE AND STANDING  
COMMITTEE ROLES AND RESPONSIBILITIES**

**ADOPTED:** **AUGUST 19, 2003**

**EFFECTIVE:** **JULY 1, 2003**

**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**

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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:**

The purpose of this policy is to describe the roles and responsibilities of participants in the CSURMA AORMA COMMITTEE and its STANDING COMMITTEE.

**POLICY:**

It is the policy of the CSURMA to encourage AORMA members' participation in the AORMA COMMITTEE and STANDING COMMITTEE that oversee operation of AORMA 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 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 teleconference 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 via teleconference, 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, with a maximum of three terms served before a member is either elected as the Chair, First Vice Chair or Second Vice Chair or termed out and must wait one year before again serving on the Committee. 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 CSU's 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 AOA Executive Committee and attendance at AOA Executive Committee meetings.
2. Attendance and participation in CSURMA Executive Committee meetings (approximately four 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 as necessary.
8. Authority to appoint the Standing Committee Chair, members of the AORMA Standing Committee and task groups (in consultation with the AORMA Standing Committee Chair).
9. Service on Standing Committee, 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.

**AORMA Committee First Vice Chair** - In addition to items 1 thru 5 and item 9 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 item 9 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. Programs Committee
  - b. Executive Officers
2. Standing Committee membership will be as follows:
  - a. Programs Committee – A minimum of five members, at least two of whom shall be AORMA Committee members.
  - b. Executive Officers – The AORMA Committee Chair, First Vice Chair and Second Vice Chair.
3. Every spring, the membership of each Standing Committee will recommend to the AORMA Committee Chair a nominee from the AORMA Committee for the Chair position of their respective Standing Committee.
4. The AORMA Committee Chair shall appoint Standing Chairs annually for a one-year term effective on July 1. The Chair of any Standing Committee must simultaneously be a member of the AORMA Committee.
5. AORMA Standing Committee appointments are at the discretion of the AORMA Committee Chair. It is expected that appointed members be prepared to serve for at least one complete two-year term. Standing Committee members may serve a maximum of three consecutive two-year terms, with an effective date of July 1 of the year in which they are appointed. Upon being termed out of a Standing Committee, a person may serve again on the same Standing Committee after sitting out a period of one year.
6. No auxiliary organization will have multiple representatives serving simultaneously on any AORMA Standing Committee.
7. Reasonable travel expenses associated with participation on AORMA Standing Committees are reimbursable as provided in CSURMA’s travel reimbursement policy.
8. 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.
9. Standing Committees shall develop recommendations for the AORMA Committee and take action within delegated authority.

10. Standing Committees 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.

## **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.

#### **Programs Committee**

The Programs Committee will oversee the management of all programs not otherwise assigned to another committee, including, but not limited to, the Liability, Workers' Compensation, Property, Crime, Unemployment Insurance, Participant Accident Insurance and Foreign Travel Liability Programs, as well as new program development. The Committee will assist in the review of annual actuarial reports and the development of rating plans for allocation of annual costs, policies and coverage documents. Training, service provider RFP development and selection will also be handled by this Committee. The Programs Committee will act as a liaison to the AOA Human Resources Committee. The Committee will assist in the development of relationships between the AORMA and the AOA, as well as continue to strengthen the relationships between the CSURMA and its Auxiliary Organization membership. The Committee will utilize newsletters, member surveys, annual reports and other methods of communicating the benefits of AORMA membership to the members. The Committee will direct staff in the development of "value-added" services such as the Certificate Tracking Program, OAYSYS-Net Property database, claims reports, service provider evaluations and the professional development through risk management training of the AORMA membership.

The Committee will assist in the development, implementation and evaluation of various training programs aimed at developing safety and loss control awareness among the AORMA membership. The Committee will also lead professional development of the AORMA membership in the field of risk management and be responsible for the allocation of the risk management budget among the various safety and risk control service providers.

**LIABILITY MEMORANDUM OF COVERAGE**  
**EFFECTIVE JULY 1, 2016**

**ISSUE:** At its meeting on May 5, 2016, the AORMA Committee delegated authority to the CSURMA Secretary-Auditor to finalize the AORMA Liability Program Memorandum of Coverage (MOC) to be used effective July 1, 2016, subject to ratification by the AORMA Committee.

The final version of the MOC is attached for the Committee's review. It has been reviewed and approved by Staff as well as the AORMA Liability Program Reinsurers. Staff will present a summary of the revisions and highlight significant changes at today's meeting.

**RECOMMENDATION:** The AORMA Committee is asked to review the MOC and ratify the changes that became effective July 1, 2016.

**FISCAL IMPACT:** There is no direct fiscal impact as the recommended revisions serve to clarify AORMA's original intent. However, changes in coverage may impact future funding requirements to the extent that coverage is broadened or limited.

**BACKGROUND:** The MOC has been customized to meet the specific needs of the CSU Auxiliary Organizations. Insurance companies regularly review their policy forms and make revisions to reflect industry trend and claims experience. Similarly, it is prudent for AORMA to review its coverage form and make amendments as necessary to maintain coverage quality for its members, and as may be needed for effective placement of reinsurance and excess insurance to manage AORMA's claim liabilities.

**PUBLICATION:** This approved MOC will be uploaded to the CSURMA website.

**ATTACHMENTS:**

- a. MOC Declarations
- b. MOC Terms and Conditions



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

**MEMORANDUM OF COVERAGE**

**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, 2016 to July 1, 2017

**Item 3: Limits of Liability:**

- 1. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts ..... \$5,000,000
- 2. Aggregate Policy Limit during each Policy Period..... \$20,000,000 – each Member
- 3. Non-Salaried Employees (of the California State University) Auto Liability ..... \$5,000,000 – each occurrence
- 4. Mold .....\$600,000 – each occurrence for each Member
- 5. Mold ..... \$850,000 – annual aggregate for each Member

**Item 4: Sub-Limits / Coverage Extensions** *(Provided through the CSURMA AORMA Liability Program pooled layer):*

1. Medical Payments .....\$5,000 – per any one person
2. California Uninsured or Underinsured Motorists  
(bodily injury only): .....\$250,000 - bodily injury only
3. Domestic Hired Automobile Physical Damage..... \$50,000 - each accident
4. Fiduciary Liability Coverage (Claims Made Basis):..... \$350,000 – each occurrence
5. Funds, Grants or Appropriations (defense only) ..... \$250,000 – each occurrence
6. Land Use (defense only)..... \$250,000 – each occurrence
7. Nuclear Materials (limited coverage):..... \$250,000 – each occurrence

**Item 5: Member’s Deductible**

1. Any one Occurrence or Wrongful Act or series of  
continuous, repeated or related Occurrences of  
Wrongful Acts *(except Employment Practices Liability)*: .....\$0
2. Employment Practices Liability *(all Members except as  
noted below)*: .....\$25,000 - each occurrence
3. Employment Practices Liability ..... \$50,000 – each occurrence
  - a. University Enterprises, Inc., CSU Sacramento
4. Employment Practices Liability ..... \$75,000 – each occurrence
  - a. California State University, Long Beach Research Foundation
  - b. California State University, Fresno Foundation
5. Employment Practices Liability ..... \$100,000 – each occurrence
  - a. San Diego State University Research Foundation
  - c. Cal Poly Pomona Foundation, Inc.
  - d. San Jose State University Research Foundation
6. Non-Salaried Employees (of the California State  
University) Auto Liability .....\$1,000,000 – each occurrence/accident
7. Domestic Hired Automobile Physical Damage –  
Comprehensive and Collision ..... \$1,000 - each accident
8. 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)* ..... \$5,000 - each accident

**Item 6: Retroactive Dates:**

**Fiduciary Liability, including Employee Benefits Liability Coverage:**

1. Associated Students of California State University, Chico..... July 1, 2005
2. California State University, Long Beach Research Foundation..... July 1, 2008
3. Associated Students, California State University, Los Angeles, Inc. .... July 1, 2007
4. The University Corporation, CSU Northridge ..... October 1, 1991
5. University Student Union of California State University, Northridge..... October 1, 1999
6. Capital Public Radio, Inc., CSU Sacramento .....April 14, 2010
7. San Jose State University Research Foundation ..... July 1, 2002
8. Spartan Shops, Inc., San Jose State University .....February 1, 1998
9. Auxiliaries Multiple Employer VEBA..... July 1, 2010
10. All other Named Members..... July 1, 2010

**Item 7: Claims Administrator:**

Carl Warren & Company  
 Attn: John Stricklin  
 2300 Clayton Road, Suite 1250  
 Concord, CA 94520  
 925-849-8306  
 jstricklin@carlwarren.com

To be valid, this agreement must be signed by our Program Administrator.



\_\_\_\_\_  
 Authorized Signature

**Item 1: Member**

**Member Listing**

Campus		Auxiliary Organization
1	Bakersfield	Associated Students, California State University, Bakersfield, Inc.
2	Bakersfield	California State University, Bakersfield Auxiliary for Sponsored Programs and Administration
3	Bakersfield	California State University, Bakersfield Foundation
4	Bakersfield	California State University, Bakersfield Student Union, Inc.
5	Chancellor's Office	California State University Foundation
6	Chancellor's Office	California State University Institute
7	Channel Islands	Associated Students of California State University, Channel Islands, Inc.
8	Channel Islands	California State University Channel Islands Foundation
9	Channel Islands	CI University Auxiliary Services, Inc.
10	Chico	Associated Students of California State University, Chico
11	Chico	The CSU, Chico Research Foundation
12	Chico	The University Foundation, California State University, Chico
13	Dominguez Hills	Associated Students, California State University, Dominguez Hills
14	Dominguez Hills	California State University, Dominguez Hills Foundation
15	Dominguez Hills	Donald P. and Katherine B. Loker University Student Union, Incorporated
16	Dominguez Hills	California State University, Dominguez Hills Philanthropic Foundation
17	East Bay	Associated Students, California State University, East Bay
18	East Bay	Cal State East Bay Educational Foundation
19	East Bay	California State University, East Bay Foundation, Inc.
20	Fresno	Associated Students, Inc. of California State University, Fresno
21	Fresno	California State University, Fresno Association, Inc.
22	Fresno	California State University, Fresno Foundation
23	Fresno	Fresno State Programs for Children, Inc.
24	Fresno	The Agricultural Foundation of California State University, Fresno
25	Fresno	The California State University, Fresno Athletic Corporation
26	Fullerton	Associated Students, California State University, Fullerton, Inc.

Campus		Auxiliary Organization
27	Fullerton	Cal State Fullerton Philanthropic Foundation
28	Fullerton	CSU Fullerton Auxiliary Services Corporation
29	Humboldt	Associated Students, Humboldt State University
30	Humboldt	Humboldt State University Advancement Foundation
31	Humboldt	Humboldt State University Center Board of Directors
32	Humboldt	Humboldt State University Sponsored Programs Foundation
33	Long Beach	Associated Students, California State University, Long Beach
34	Long Beach	California State University, Long Beach Research Foundation
35	Long Beach	CSULB 49er Foundation
36	Long Beach	Forty-Niner Shops, Inc., CSU Long Beach
37	Los Angeles	Associated Students, California State University, Los Angeles, Inc.
38	Los Angeles	Cal State L.A. University Auxiliary Services, Inc.
39	Los Angeles	California State University, Los Angeles Foundation
40	Los Angeles	University-Student Union Board, California State University, Los Angeles
41	Maritime Academy	California Maritime Academy Foundation, Inc.
42	Maritime Academy	The Associated Students of the California Maritime Academy
43	Monterey Bay	Foundation of California State University, Monterey Bay
44	Monterey Bay	The University Corporation at Monterey Bay
45	Northridge	Associated Students, California State University, Northridge, Inc.
46	Northridge	California State University, Northridge Foundation
47	Northridge	North Campus University Park Development Corporation
48	Northridge	The University Corporation, CSU Northridge
49	Northridge	University Student Union of California State University, Northridge
50	Pomona	Associated Students Inc., California State Polytechnic University, Pomona
51	Pomona	The Cal Poly Pomona Foundation, Inc.
52	Sacramento	Associated Students of California State University, Sacramento
53	Sacramento	Capital Public Radio, Inc., CSU Sacramento
54	Sacramento	The University Foundation at Sacramento State
55	Sacramento	University Enterprises, Inc., CSU Sacramento
56	Sacramento	University Union Operation of CSUS, Inc.
57	San Bernardino	Associated Students Inc., California State University, San Bernardino
58	San Bernardino	CSUSB Philanthropic Foundation

Campus		Auxiliary Organization
59	San Bernardino	Santos Manuel Student Union of California State University, San Bernardino
60	San Bernardino	University Enterprises Corporation at CSUSB
61	San Diego	Associated Students, San Diego State University
62	San Diego	Aztec Shops, Ltd., San Diego State University
63	San Diego	San Diego State University Research Foundation
64	San Diego	The Campanile Foundation
65	San Francisco	Associated Students, Inc., San Francisco State University
66	San Francisco	San Francisco State University Foundation
67	San Francisco	The University Corporation, San Francisco State
68	San Jose	Associated Student, San Jose State University
69	San Jose	San Jose State University Research Foundation
70	San Jose	Spartan Shops, Inc., San Jose State University
71	San Jose	The Student Union of San Jose State University
72	San Jose	The Tower Foundation, San Jose State University
73	San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo
74	San Luis Obispo	Cal Poly Corporation
75	San Luis Obispo	California Polytechnic State University Foundation
76	San Marcos	California State University San Marcos Foundation
77	San Marcos	San Marcos University Corporation
78	San Marcos	The Associated Students of California State University, San Marcos
79	San Marcos	University Auxiliary and Research Services Corporation
80	Sonoma	Associated Students of Sonoma State University
81	Sonoma	Sonoma State Enterprises, Inc.
82	Sonoma	Sonoma State University Academic Foundation, Inc.
83	Stanislaus	Associated Students, Inc., California State University, Stanislaus
84	Stanislaus	California State University, Stanislaus Auxiliary and Business Services
85	Stanislaus	California State University, Stanislaus Foundation
86	Stanislaus	University Student Union of California State University, Stanislaus
87	N/A	Auxiliary Organization Associations
88	N/A	Auxiliaries Multiple Employer VEBA

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

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

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

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

**SECTION I – COVERAGES**

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

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

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

## SECTION II - DEFINITIONS

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

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

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

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

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

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

3. **Aircraft** means a vehicle designed for the transport of persons or property principally in the air, but does not include **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 written demand to a **Member** for payment of **Damages** received by the CSURMA AORMA Secretary-Auditor or by the chief executive, Risk Manager, or general counsel of a **Member**; and/or
  - B. 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,**

**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** include: (1) attorney fees not based on any contract awarded against the **Covered Party**, (2) interest on judgments, or (3) costs, for which the **Covered Party** is liable either by adjudication or by compromise with the prior, written consent of the CSURMA AORMA, if the fees, interest or costs arise from an **Occurrence** or **Wrongful Act** to which this coverage applies.

**Damages** shall not include those sums determined to be owed by a **Covered Party** as contract **Damages**, including, but not limited to retroactive or prospective benefits, or any **Damages** determined to be owed for breach of an express contract of employment or under an express obligation to make payments in the event of termination of employment.

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

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

12. **Deductible** means the amount of each **Ultimate Net Loss** which the **Member** is obligated to pay. The deductible is stated in the Declarations. Any deductible amount paid by CSURMA AORMA shall be promptly reimbursed to CSURMA AORMA by the **Member**.

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

14. **Employee** means:

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

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

15. **Employee Benefits Liability** means liability for actual or alleged Errors and Omissions in the Administration of a Member's Employee Benefit Program.
16. **Employee Benefit Program** means a program providing some or all of the following benefits to Employees:
- A. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts;
  - B. Profit sharing plans, Employee savings plans, Employee stock ownership plans, pension plans and stock subscription plans; and
  - C. Unemployment insurance, social security benefits, workers' compensation and disability benefits.
17. **Employment Practices Liability** means any circumstance relating to a past, present or prospective **employee** of the Member (and the child, parent, brother or sister of that person) as a consequence of the following **Wrongful Acts** or alleged **Wrongful Acts**: wrongful dismissal, discharge, or termination, either actual or constructive, of employment; employment related misrepresentation; retaliation; wrongful failure or refusal to employ or promote; wrongful deprivation of career opportunity or reassignment; wrongful discipline; failure to grant tenure or negligent **Employee** evaluation; **Sexual or Workplace Harassment** or humiliation of any kind, including, but not limited to, the alleged operation of a harassing workplace environment; negligence resulting in **Damages** to a person that is a whistle-blower; unlawful **Discrimination**, whether direct, indirect, intentional or unintentional; failure to provide adequate **Employee** policies and procedures. **Employment Practices Liability** shall include actions brought under state, local, or federal law, whether common or statutory, and shall include, but not be limited to allegations of violations of the following federal laws, as amended, including regulations promulgated thereunder:
- A. Americans With Disabilities Act of 1992 (ADA)
  - B. Civil Rights Act of 1991
  - C. Age **Discrimination** In Empowerment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990
  - D. Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy **Discrimination** Act of 1978;
  - E. Civil Rights Act of 1866, Section 1981; and
  - F. Fifth and Fourteenth Amendments of the U.S. Constitution.
18. **Errors and Omissions** means a **Wrongful Act** by **Covered Individuals** individually or collectively in the discharge of their duties for the **Member**, or any matter claimed against them solely by reason of their being or having been public officials.
19. **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.
20. **Leased Worker** means any **Employee** who is under contract to the **Member** while performing duties defined under the contract with the Member.

21. **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, post-judgment interest, pre-judgment interest (unless included as part of an award), subrogation, salvage and recovery expense, costs and expenses in connection with coverage questions and legal actions and other associated costs and expenses. 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.
22. **Member** means the **Member** named on the Declarations Page.
23. **Mold(s)** means to include, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produces **Molds**.
24. **Occurrence** means an accident, act, error, offense, omission or event **Media Wrongful Act** or **Wrongful Act** during the **Coverage Period**, including continuous or repeated exposure, which results in damages, neither expected nor intended by the **Member**. An **occurrence** taking place over more than one **Coverage Period** shall be deemed to have taken place during the **Coverage Period** when the **occurrence** ended and shall be treated as a single **occurrence** in that **Coverage Period**.
25. **Media Wrongful Act Occurrence** means 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 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;
  - 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
  - J. Breach of an indemnification or hold harmless agreement relating to **Claims** arising out of the media, but only when such **Claims** allege a **Media Wrongful Act** falling within sections 1-9 above;

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

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

26. **Personal Injury** means any of the following offenses:

- A. False arrest, detention, or imprisonment or malicious prosecution;
- B. Shock, mental anguish, mental injury or humiliation
- C. 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;
- D. Wrongful entry or eviction or other invasion of the right of private occupancy;
- E. **Discrimination** or violation of civil rights other than **Employment Practices Liability**, not intentionally committed by or at the direction of the **Member**;

27. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **Waste**. **Waste** includes materials 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.

28. **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**.

29. **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.

30. **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.
31. **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.
32. **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 defense attorney fees and costs of the **Member** in defense of the **Claim** and also includes court costs, **Loss Adjustment Expenses**, and other associated costs and expenses, but does not include any salaries of the **Member's** regular **Employees**. **Ultimate Net Loss** includes retrospective benefit ("back wages"), but does not include prospective benefits ("forward wages"), payable as part of a **Claims** for **Employment Practices Liability** covered under this Memorandum. **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.
33. 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.

34. **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 and weighing no more than 100 lbs. maximum take-off weight.

35. **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.

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**.

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. 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**.

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**.

## SECTION V - COVERED PARTIES

The parties covered by the CSURMA AORMA:

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

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

- A. To any person or organization, or to any agent or **Employee** thereof, engaged in selling, repairing, servicing, delivering, testing, road testing, parking or storing **Automobiles**, with respect to any **Occurrence** or **Wrongful Act** arising out of any such occupation, if there is other valid and collectible insurance available to such person as a named insured or as an agent or **Employee** of the named insured under that other insurance Memorandum with limits at least equal to the requirements of the applicable Financial Responsibility Laws; or;
  - B. With respect to any hired **Automobile**, to the owner, or a lessee thereof other than the **Member**, or to any agent or **Employee** of such owner or lessee.
6. Any **Employee** pension benefits or **Employee** welfare benefits trust, formed under U.S. Internal Revenue Code Section 501(c)(9), in which a **Member** participates, provided the trust only serves auxiliary organizations who are **Members**.

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

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

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

## SECTION V – EXCLUSIONS

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** capable of flight. This exclusion does not apply to static **Aircraft**, or to an **Unmanned Aerial Vehicle**.

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. Airfields;

C. Runways;

D. Hangars; or

E. 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.

This exclusion shall not apply, however, to the ownership, maintenance, loading or unloading, use or operation of any **Unmanned Aerial Vehicle**.

5. 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.

6. 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.

7. Dams

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

8. 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.

9. 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.

10. 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.

11. 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**.

12. 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.

13. Intentional Conduct

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.

14. 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;

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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**.

21. 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.

22. Pollution

For any loss, cost, or expense:

- A. Arising out of, or that would not have occurred in whole or in part but for, the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time, however, wherever or whenever occurring and by whomever caused or alleged to have been caused;
- B. Arising out of any **Claim**, suit, governmental direction or request, request, demand or order, whether by or on behalf of a governmental authority or not, that any **Covered Party** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollution or **Pollutants**:
- 1) At any premises owned, rented or occupied by the **Covered Party**;
  - 2) At or from any site or location used by or for the **Covered Party** or others for the handling, storage, dispersal, processing or treatment of **Waste**;

- 3) Which are at any time transported, handled, stored, treated or disposed of; or processed as **Waste** by or for the **Covered Party** or any person or organization for whom the **Covered Party** may be legally responsible; or
- 4) At or from any site or location on which the **Covered Party** or any contractors or subcontractors working directly or indirectly on the **Covered Party's** behalf are performing operations:
  - a) If the **Pollutants** are brought on or to the site or location in connection with such operation; or
  - b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **Pollutants**.

Subparagraph (a) and (d.1.) do not apply to **bodily injury** of **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. **Personal 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 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.

23. 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

24. 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.

25. Subsidence

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

26. 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.

27. 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.

28. 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.

29. 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**.

30. 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.

31. 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.

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**;

32. 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 Exclusions G and N.

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, Maaserati, 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 d.iii 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.

2. Arbitration:

A. In the event that a question or dispute arises between CSURMA AORMA and a **Covered Party** concerning the applicability of the coverage provided by this document to an **Occurrence** or **Wrongful Act** or **Claim** against the **Covered Party**, either the **Covered Party** or CSURMA AORMA may make a written request for arbitration. Where such a request is made, arbitration shall be a condition precedent to the filing of any civil action concerning, or in any way arising out of, such question or dispute.

B. If a **Covered Party** and CSURMA AORMA fail to agree upon an arbitrator, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request selection by a judge of a court having jurisdiction. Each party will bear the expense it incurs, and the two parties will bear the expense of the third arbitrator equally. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will constitute a determination of the matter in question or dispute.

C. Except as otherwise provided above, arbitration hereunder shall be conducted as provided in Title 9 of the California Code of Civil Procedure (Code of Civil Procedure Section 1280, *et seq.*).

3. Assignment: No assignment of interest under this Memorandum shall bind CSURMA AORMA without its written consent to endorse hereon.

4. Bankruptcy or Insolvency: Bankruptcy or insolvency of the **Member** or any **Covered Party** shall not relieve CSURMA AORMA of any of its obligations hereunder nor shall such bankruptcy or insolvency increase CSURMA AORMA'S obligations hereunder.

5. Cancellation and Termination:

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

6. Changes to the Memorandum: This Memorandum may not be amended or changed in any respect, nor shall any provision of this Memorandum be deemed to have been waived by CSURMA AORMA, unless and until a written endorsement which expressly amends this Memorandum or waives a provision thereof has been duly issued by CSURMA AORMA and made a part of this Memorandum, unless the CSURMA AORMA policies and procedures regarding claims reporting and claims administration and litigation management have been amended by CSURMA AORMA.

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

8. Contribution Payment: The annual contribution payment shall be due and payable upon inception of coverage and each renewal thereafter. The amount of the annual contribution will be

computed in accordance with CSURMA AORMA's rules and rates. CSURMA AORMA shall not be required to perform any obligations under this Memorandum if contributions are not paid.

9. Duties in the Event of Occurrence, Wrongful Act, Claim or Suit: The following provisions and the provisions of the CSURMA AORMA Memorandum and Policy and Procedure on claims reporting and Claims Administration and Litigation Management are conditions precedent to coverage under this Memorandum. The **Covered Party's** failure to comply with any of these provisions will be cause for a reduction in or denial of coverage by CSURMA AORMA.
- A. In the event of any **occurrence** or an offense which may result in a claim, suit or proceeding against a **Covered Party**, written notice (includes e-mail correspondence, fax transmissions and original hard copy notifications) shall be given by the **Member** to the Third Party Claims Administrator (TPA) as soon as practicable.
- B. When the **Member** submits the first claim report, the following information shall be included, if available and applicable:
- 1) How, when and where the **occurrence** or offense took place;
  - 2) The names and addresses of any injured persons and witnesses;
  - 3) The nature and location of any injury or damage arising out of the **occurrence** or offense;
  - 4) Incident reports;
  - 5) Investigation reports;
  - 6) Police reports;
  - 7) Claim notices and **Member** and any other involved **Covered Party** response(s);
  - 8) Medical reports; and
  - 9) Other information helpful to CSURMA AORMA.
- C. The **Member** and any other involved **Covered Party** shall provide immediate notice of any Pleadings, Summons, Complaints and any other legal papers received by the **Member** or other involved **Covered Party** to the TPA and authorize CSURMA AORMA to obtain records and other information;
- 1) Late Reporting Penalties
    - a) If an **occurrence**, offense, claim, suit or proceeding is not reported by the **Member** to the TPA within the timeframes set below; the following late reporting schedule shall apply;
    - b) If an **occurrence**, offense, claim or suit is reported 1-6 months late as determined by the TPA, a 25% reduction of coverage will apply;
    - c) If an **occurrence**, offense, claim or suit is reported 7-12 months late as determined by the TPA, a 50% reduction of coverage will apply; or

- d) If an **occurrence**, offense, claim or suit is reported more than 12 months late as determined by the TPA, no recovery will be available to the **Member** or other involved **Covered Party**.

D. The **Member** and any other involved **Covered Party** will cooperate with CSURMA AORMA in the investigation or settlement of the claim, suit or proceeding or defense against and assist CSURMA AORMA, in the enforcement of any right against any person or organization which may be liable to the **Member** because of injury or damage to which this coverage may also apply.

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

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

- 11. No Voluntary Payments: Except as stated below, no **Member** will, except at that **Member's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the consent of CSURMA AORMA.

With respect to **Employment Practices Liability**, as stated in CSURMA AORMA Policy and Procedure on **Claims** Reporting, in no event shall any payments be made by CSURMA AORMA for any costs incurred to defend a covered **Claim** more than thirty (30) days prior to written notification of an **Occurrence**, offense, **Claim** or suit to the TPA.

Moreover, no settlement of any **Claim** shall be paid by CSURMA AORMA without prior written authorization of the TPA.

- 12. Other Coverage: If other valid and collectible coverage is available to the **Covered Party** for a covered claim, CSURMA AORMA's obligations are limited as follows:

- A. Primary Coverage

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

- B. Excess Coverage:

- 1) With respect to liability for damages of the Covered Party arising from the conduct or activities of a third party, as between the Member and the CSURMA AORMA, the amount of the Member's deductible as set forth in the Declarations of this Memorandum shall be satisfied in whole or in part (as applicable, depending on how much other coverage is available) by any insurance coverage of said third party/parties which is available and applicable to the liability for

damages of the Covered Party. If such third-party insurance coverage exceeds the Member's deductible, all of such third-party insurance coverage (whether written on a primary or an excess basis, or written as reinsurance) shall apply to the loss before the CSURMA AORMA's limits hereunder shall attach.

- 2) When this coverage is excess, CSURMA AORMA will have no duty to defend the Covered Party against any suit if any other coverage provider has a duty to defend the Covered Party against that suit. If no other coverage provider defends, CSURMA AORMA will undertake to do so, but CSURMA AORMA will be entitled to the Covered Party's rights against all those other coverage providers.
- 3) CSURMA AORMA will share the remaining ultimate net loss, if any, with any other coverage that is not described in this provision and was not bought specifically to apply in excess of the limits of liability shown in the Declarations.

C. Method of Sharing:

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

13. Contribution: The Contribution designated in the Declarations Page is flat and not adjustable, unless:
  - A. A material exposure is added;
  - B. The Limits of Liability are increased or decreased;
  - C. Coverage is restricted or broaden by endorsement; or
  - D. The **Coverage Period** is increased or shortened
14. Separation of Covered Parties: Except with respect to the Section III – Limitations Upon CSURMA AORMA's Liability, and any rights or duties specifically assigned to this Memorandum, this coverage applies:
  - A. As if each **Covered Party** were the only **Covered Party**; and
  - B. Separately to each **Covered Party** against whom the **Claim** is made or suit is brought.
15. Statutory Provisions: Terms of the Memorandum which are in conflict with the statutes of the State of California are amended to conform to such statutes.
16. Subrogation/Transfer of Rights of Recovery Against Others to CSURMA AORMA: CSURMA AORMA shall be subrogated to the extent of any payment hereunder, to all of **Member's** rights of recovery and **Member** shall do nothing after loss to prejudice such rights and shall do

everything necessary to secure such rights. **Member** may elect to waive their rights to subrogation prior to a loss. To the extent that **Member** elects to waive such rights, CSURMA AORMA shall have no right of subrogation. Any amount recovered shall be apportioned as follows:

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

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

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

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

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

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

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

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

A. Coverage

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

B. Exclusions

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

1. Punitive or exemplary **Damages**.

2. Any **Claim** settled without consent of the CSURMA AORMA. However, this exclusion does not apply to a settlement made with the insurer of an auto described in Paragraph b. of the definition of uninsured or underinsured motor vehicle.
3. The direct or indirect benefit of any insurer or self-insurer under any worker's compensation, disability benefits or similar law or to the direct benefit of the United States, a state or its political subdivisions.
4. **Bodily Injury** sustained by any **Covered Party** while occupying or when struck by any **Automobile** owned by that **Covered Party** that is not a covered **Automobile** for uninsured or underinsured motorists Coverage under this Coverage Form;

However, Exclusion 4 shall not apply to **Bodily Injury** sustained by any **Covered Party** when struck by an **Automobile** owned by the **Member** and operated or caused to be operated by a person without that **Member's** consent in connection with criminal activity that has been documented in a police report and to which that **Covered Party** is not a party to.

5. Anyone using an **Automobile** without a reasonable belief that the person is entitled to do so.
6. **Bodily Injury** sustained by a **Covered Party** while occupying any **Automobile** that is rented or leased to that **Covered Party** for use as a public or livery conveyance.
7. **Bodily Injury** arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### C. Limit of Liability

1. Regardless of the number of covered **Automobiles**, the **Member**, premiums paid, **Claims** made or **Automobiles** involved in the **Occurrence**, the most CSURMA AORMA will pay for all **Damages** resulting from any one **Occurrence** is the limit of liability for Uninsured or Underinsured Motorists coverage shown in the schedule of Declarations Page.
2. For an **Automobile** described in Paragraph b. of the definition of Uninsured Motor Vehicle, our limit of liability shall be reduced by all sums paid because of **Bodily Injury** by or for anyone who is legally responsible, including all sums paid or payable under this policy's liability coverage.
3. No one will be entitled to receive duplicate payment under this coverage for any element of **Damages** for which payment has been made by or for anyone who is legally responsible.

4. CSURMA AORMA will not make a duplicate payment under this coverage for any element of **Damages** for which payment has been made by or for anyone who is legally responsible.
5. CSURMA AORMA will not pay for any element of **Damages** if a person is entitled to receive payment for the same element of **Damages** under any workers' compensation, disability benefits or similar law.

D. Changes in Conditions

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

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

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

- a. Agreement as to the amount due under this Memorandum has been concluded;
- b. The **Covered Party** has formally instituted arbitration proceedings against CSURMA AORMA. In the event that the **Covered Party** decides to arbitrate, the **Covered Party** must formally begin arbitration proceedings by notifying CSURMA AORMA in writing, sent by certified mail, return receipt requested; or
- c. **Claim**, suit or proceeding, for **Bodily Injury** has been filed against the Uninsured Motorist in a court of competent jurisdiction.

3. Transfer of Rights of Recovery Against Others to CSURMA AORMA is replaced by the following:
- a. With respect to Paragraphs a., c. and d. of the definition of Uninsured or Underinsured Motor Vehicle, if CSURMA AORMA makes any payment, CSURMA AORMA is entitled to recover what CSURMA AORMA paid from other parties. Any person to or for whom CSURMA AORMA makes payment must transfer to CSURMA AORMA his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
  - b. With respect to Paragraph b. of the definition of Uninsured or Underinsured Motor Vehicle, if CSURMA AORMA makes any payment and the **Covered Party** recovers from another party, the **Covered Party** shall hold the proceeds in trust for CSURMA AORMA and pay back the amount CSURMA AORMA has paid.
4. Other Insurance is replaced by the following:

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

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

E. Additional Definitions

- 1. Occupying means in, upon, getting in, on, out or off.
- 2. Uninsured or Underinsured Motor Vehicle means a land motor **Automobile** or trailer:
  - a. For which no liability bond or policy at the time of an **Occurrence** provides at least the amounts required by the applicable law where a covered **Automobile** is principally garaged;
  - b. That is an Underinsured Motor Vehicle. An Underinsured Motor Vehicle is a land motor vehicle or for which the sum of all liability bonds or policies at the

time of an **Occurrence** provides at least the amounts required by the applicable law where a covered **Automobile** is principally garaged but that sum is less than the limit of liability for this coverage;

- c. For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent;
- d. That is a hit-and-run **Automobile** and neither the driver nor owner can be identified. The **Automobile** must make physical contact with a **Covered Party**, a covered **Automobile** or an **Automobile** a **Covered Party** is occupying; or
- e. That is owned by the **Member** and operated or caused to be operated by a person without the owner's consent in connection with criminal activity that has been documented in a police report.

However, Uninsured Motor Vehicle does not include any **Automobile**:

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

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

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

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

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

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

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

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

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

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

2420 MOTOR VEHICLE LIABILITY SELF-INSURANCE PROGRAM (Revised 3/14)

The ORIM administers the State Motor Vehicle Liability Self-Insurance Program (VELSIP), which provides unlimited self-insured liability coverage for the state, agencies, and employees who operate covered self-propelled land vehicles on state business (California Vehicle Code Sections 17000 and 17001). Effective January 1, 2004, liability coverage is limited to \$1 million per occurrence/accident when the state vehicle is operated by a non-salaried employee (i.e. student assistant, volunteer, etc.) on state business. The driver's employing department/agency will be financially responsible for the payment of any claims, settlements, judgments or verdicts in excess of \$1 million. With the exception of peace officers as defined in Insurance Code Section 557.5, the VELSIP provides excess liability coverage for state employees on state business while driving non-state vehicles, but only after the vehicle owner's liability policy limits have been paid. The VELSIP does not provide coverage for injury to state employees nor for damage to state vehicles. Employee injuries are handled through Workers' Compensation coverage. Damage to state vehicles are handled through the budget of the owning state agency.

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

**FIDUCIARY LIABILITY  
AMENDATORY ENDORSEMENT - #3**

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

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

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

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

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

B. **LIMIT OF LIABILITY:** (As shown on the Declarations Page)

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

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

C. EXCLUSIONS

Exclusion 7 - Employee Benefits Liability Claim, Exclusion 9 – Employee Retirement Income Security Act (ERISA) and Exclusion 10 - Fiduciary Liability do not apply to the **Administration of the Covered Party's Employee Benefit Plans** or **Covered Party's Trusts**, but only up to the limit of liability stated above for CSURMA AORMA .

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

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

#### D. DEFINITIONS

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

1. **Administration** means:
  - a. Providing information, advice, counsel or notice to **Employees** or Trust beneficiaries, with respect to the Employee Benefits Plan or Trust;
  - b. Providing interpretations of the Employee Benefits Plan or Trust;
  - c. Handling records in connection with the Employee Benefits Plan or Trust, or
  - d. Effecting enrollment, termination or cancellation of **Employees**, participants, or beneficiaries under the Employee Benefit Plan.
  
2. **Claim** means:
  - a. A written demand for specific monetary, non-pecuniary, or injunctive relief;
  - b. A criminal or civil proceeding for monetary, non-pecuniary or injunctive relief which is commenced by;
    - i. Service of a complaint or similar pleading; or
    - ii. Return of an indictment (in the case of criminal proceeding); or
    - iii. Receipt or filing of a notice of changes; or
  - c. A formal agency or regulatory proceeding to which a **Covered Party** is subject  
 Made against a **Covered Party** alleging a **Wrongful Act**.
  
3. **Claims Expenses** mean reasonable expenditures incurred by a **Covered Party** in defense of a **Claim** covered under this endorsement, including but not limited to, cost of investigations, experts, adjustment services, legal services, court costs and similar expenses; provided however that **Claims Expenses** does not include wages or salaries of a **Covered Party**, or cost of attachment or similar bonds.
  
4. **Covered Party** means any natural person who was, is now, or becomes:
  - a. A trustee, **Member** of the board of directors, officer, in-house general counsel or an **Employee** of the **Member** of an Employee Benefit Plan or Trust, while acting in his or her capacity as a fiduciary of an Employee Benefit Plan or Trust or as a person performing **Administration** for an Employee Benefit Plan or Trust, or who is;
  - b. Assigned to act as a trustee, or an agent for finances of an Employee Benefit Plan or Trust.
  
5. Employee Benefit Plan means a program providing some or all of the following benefits to **Employees**:
  - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an

**Employee** may subscribe to such benefits and such benefits are made generally available to those **Employees** who satisfy the plan's eligibility requirements;

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

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

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

9. Trust(s) means charitable remainder trusts, charitable lead trusts, pooled income funds, or any combination thereof, or any **Employee** pension benefits or **Employee** welfare benefits trust, formed under U.S. Internal Revenue Code Section 501(c)(9), in which a **Member** participates, provided the trust only serves auxiliary organizations who are **Members**.
10. **Wrongful Act** means:
- 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.*

**ON-LINE TRAINING PLATFORM UPDATE**

**ISSUE:** The Committee will hear an update regarding the campus integration of auxiliary organization staff into the SkillPort training platform.

**RECOMMENDATION:** No action is recommended; however, the Committee may provide direction to Staff as appropriate.

**FISCAL IMPACT:** This item is for information only and therefore has no fiscal impact. The AORMA Committee already approved the one-year Target Solutions extension with an annual cost of \$80,750 for FY 16/17 and a separate agreement with the Chancellor’s Office, SPD. The pricing for the services received through SPD is;

- FY 16/17 - \$50,000
- FY 17/18 - \$60,000
- FY 18/19 - \$70,000
- FY 19/20 - \$75,000

**BACKGROUND:** At its meeting in May, 2016, the AORMA Committee approved a one-year extension of the TargetSolutions contract and directed Staff to inform the membership (quarterly) that the TargetSolutions contract will not be renewed after June 30, 2017. Two online training transition letters have been sent to the AORMA Members on June 29, 2016 and October 26, 2016.

All of the campuses except those noted below have integrated their Auxiliary Organization staff onto the SkillPort platform:

<u>Campus</u>	<u>Implementation Status</u>
CSU Bakersfield .....	In progress
Maritime Academy .....	In discussion
San Francisco State University .....	In progress
CSU Dominguez Hills .....	In progress
Sonoma State University.....	In progress (Tentatively January, 2017)
CSU Long Beach .....	In progress
San Diego State University.....	In progress

SPD and Campus IT at these Campuses are working together on a solution for completion of the implementation process.

**PUBLICATION:** The Announcement of the Termination of the TargetSolutions Contract will be sent to the AORMA members on a quarterly basis.

**ATTACHMENT(S):**

- a. Announcement of the Termination of the Target Solutions Contract (June, 2016)
- b. Announcement of the Termination of the Target Solutions Contract (October, 2016)



October 26, 2016

**To:** CSURMA AORMA Members  
**From:** Frank Mumford, AORMA Committee Chair  
**Re:** **Online Training Platform**  
**Transition from TargetSolution to SkillSoft / LawRoom**

The AORMA Committee would like to remind its members that the contract with TargetSolutions for online training will terminate on June 30, 2017. Systemwide Professional Development (SPD) informs us that all campuses except those noted below have integrated their Auxiliary Organization staff into the SkillPort platform:

<u>Campus</u>	<u>Implementation Status</u>
CSU Monterey Bay .....	Scheduled for 11/10/16
CSU Bakersfield.....	In progress
Maritime Academy .....	In Discussion
San Francisco State University.....	In progress
CSU Dominguez Hills.....	In progress
Sonoma State University .....	In progress (Tentatively January, 2017)
CSU Long Beach.....	In progress
San Diego State University .....	In progress

SPD and Campus IT at these Campuses are working together on a solution for completion of the implementation process. Transition strategies from TargetSolution to SkillSoft may differ for each Campus and SPD is committed to working with Campus IT and the AORMA members on the best conversion solution available.

At June 30, 2017, when the contract with TargetSolutions terminates, SPD will upload all of your historical training information into the SkillPort platform.

Your contacts at SPD are David Kervella and Chris Fondacaro. Please do not hesitate to contact them with questions or assistance with the transition.

David Kervella  
Senior Director  
[dkervella@calstate.edu](mailto:dkervella@calstate.edu)  
562-951-4454

Chris Fondacaro  
Training Coordinator  
[cfondacaro@calstate.edu](mailto:cfondacaro@calstate.edu)  
562-951-4403



June 29, 2016

**To:** CSURMA AORMA Members

**From:** Frank Mumford, AORMA Committee Chair

**Re:** **Online Training Platform**  
**Transition from TargetSolution to SkillSoft / LawRoom**

At its last meeting in May, the AORMA Committee approved a one-year extension of the TargetSolutions contract (July 1, 2016 to June 30, 2017). At this meeting, the Committee also approved a four-year service agreement with Systemwide Professional Development (SPD). This agreement requires AORMA to pay for the services provided through SPD for access to the LawRoom compliance training and SkillSoft content, as well as the services provided by SPD to support the auxiliary organizations. The pricing for these services through SPD is \$50,000 for FY 16/17, \$60,000 for FY 17/18, \$70,000 for FY 18/19 and \$75,000 for FY 19/20.

**After June 30, 2017, AORMA will not renew the contract with TargetSolutions.** Members may decide to contract directly with TargetSolutions or another online training content provider, or to utilize the online training available through the SkillSoft / LawRoom Platform.

SPD informs us that the following Campuses have completed the necessary IT upgrades in order to allow the auxiliary organization to begin using the SkillSoft platform: Chancellor's Office, Fullerton, Humboldt, Northridge, San Jose, San Luis Obispo, Sonoma, Stanislaus, Sacramento, Chico, Fresno, San Bernardino, San Marcos. SPD and Campus IT at the remaining Campuses are working together on a solution for completion of the implementation process.

Transition strategies from TargetSolution to SkillSoft / LawRoom may differ for each Campus and SPD is committed to working with Campus IT and the AORMA members on the best conversion solution available. Your contacts at SPD are David Kervella and Chris Fondacaro. Please do not hesitate to contact them with questions or assistance with the transition.

David Kervella  
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Systemwide Professional Development  
California State University  
Office of the Chancellor  
401 Golden Shore, 4th Floor  
Long Beach, CA 90802-4210

*A Public Entity Joint Powers Authority*

## **BENCHMARKING INITIATIVE**

**ISSUE:** The CSURMA Executive Committee approved agreements with Ventiv Technologies and CWCI. The services through Ventiv include benchmarking dashboards for the larger CSURMA AORMA insurance programs. The attached Ventiv proposal outlines the services purchased. CSURMA also joined the California Workers' Compensation Institute (CWCI), a statewide database on claims costs that will allow CSURMA AORMA to evaluate the performance of the workers' compensation program.

The Chancellor's Office Systemwide Risk Management is developing standards for a balanced scorecard approach that includes liability, property, workers' compensation benchmarks.

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

**FISCAL IMPACT:** The costs for the Ventiv and CWCI agreements are included in the CSURMA budget.

**BACKGROUND:** Staff will be at the meeting to provide additional information.

**PUBLICATION:** None at this time, but as the benchmarking initiative develops, reports will be developed and distributed to the Members.

**ATTACHMENTS:**

- a. Ventiv Technologies Proposal

# Ventiv Technology

California State University Risk Management  
RiskConsole Proposal

September 23, 2016

## Executive Summary

Thank you for considering Ventiv Technology as a potential provider of a new Risk Management Information System (RMIS) for CSURM.

From our discussions with you, we understand you are looking at:

- ❖ Policy Management
- ❖ Exposure Summary
- ❖ Enhanced Reporting

Ventiv Technology and our market leading RMIS platform, RiskConsole, are perfectly suited to providing the solution for you. With our experience, expertise and product capabilities, in partnership with your risk management team, we can bring the best value solution to your organization.

This document will provide you with an overview of Ventiv Technology, our experience and provide further details on the following RiskConsole modules. These we believe could help address many of your risk information, data and reporting challenges:

- Policy Management
- Exposure Management
- Claim Management
- Property Management
- Business Intelligence Reporting

We hope you find this overview document informative and useful for your decision making process.

Our dedicated and experienced team of risk technology professionals look forward to continue our work with CSURM.

## Introduction

### About Ventiv Technology

Ventiv Technology is a global company headquartered in London, with offices in San Ramon, Dallas, Chicago, Atlanta, Paris, Rotterdam, Hamburg, Hong Kong and Sydney. Formerly a division of Aon Plc (as Aon eSolutions), Ventiv Technology became an independent company in September 2014 following our acquisition by Symphony Technology Group.

Ventiv has more than 40 years of experience in the technology business, and we now serve more than 550 organizations and 270,000 people around the world.

Through RiskConsole we help businesses turn risk and insurance data into insights that help deliver a competitive advantage and generate tangible value. RiskConsole enables our users to capture, manage and analyze renewal data, incidents and claims, policies, ERM, premium allocation, risk financing and more from one integrated system.

### Staff & Industry Experience

Ventiv Technology are proud to have the most experienced and knowledgeable team within the risk technology marketplace. We actively encourage all our staff – both client facing and technical – to undertake insurance specific qualifications.

Ventiv Technology works with over 500 of the world's largest companies and across all industry sectors.

Through this experience our Solutions Consultants, Project Managers and Business Analysts have become well versed in understanding your situation and providing simple, relevant and effective solutions.

## Risk Console Overview

RiskConsole is Ventiv Technology’s market leading Risk Management Information System (RMIS).

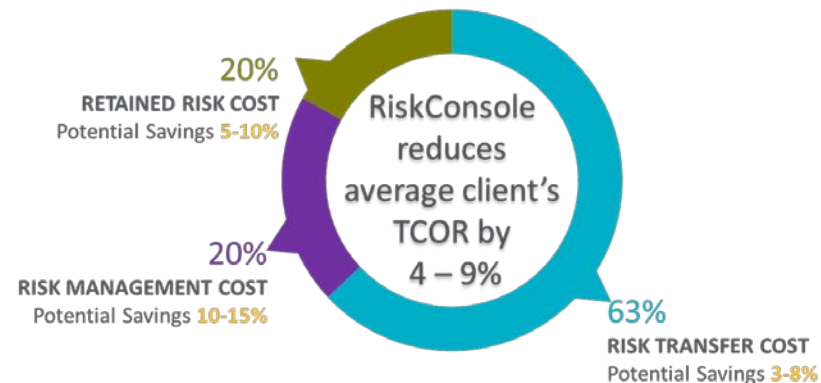
Typically we found Risk & Insurance Managers are facing the following challenges in managing their risk information:



Implementing RiskConsole helps you overcome these challenges and deliver clear benefits to your risk management and business. From our Global Risk Technology Survey, risk managers identified these top benefits:

1	Accuracy and reliability of data	6	Ease of access to data from one location
2	Automation of processes	7	Communication improvement
3	Data consolidation and management	8	Increased awareness
4	Management reporting improvements	9	Total cost of risk reduction/management
5	Risk management process improvement	10	Auditability

These combining to provide you with clear financial benefits in relation to your overall expenditure:



RiskConsole is a flexible solution designed on a series of interrelated, integrated modules focused on the risk activity of most importance for our clients. By building on the processes you currently have in place we will empower you with the following capabilities:

- ✓ **Improved efficiencies** – automating the collection, collation and distribution of information.
- ✓ **Industry-leading reporting and analytics** – enabling better informed business decision making.
- ✓ **Reduce TCOR** – by providing accurate, timely and auditable insurance and risk information.

Built specifically for the risk and insurance market, RiskConsole consolidates and processes your risk and insurance data into useful and actionable information. RiskConsole gives you the ability to identify patterns and trends in your data quickly, ultimately providing you with a deeper understanding of risks your organisation faces.

RiskConsole includes a range of integrated analytics tools, so users can compare specific business lines and identify correlations across the organization's entire operations. Built-in geographic mapping capabilities help decision making by allowing aggregated and proximity risk situations to be identified, assets to be related to their risk level for natural catastrophe hazards and proximity alerts to be generated.

With ready-to-go packages that address an organization's typical needs, it's easy to get the right solution. As a modular system, RiskConsole makes it easy to get started with your key priorities right out of the box. Self-service tools allow you to tailor the system to meet your specific needs. And, as your business requirements change, RiskConsole grows and adapts with you.

## Accessing RiskConsole

RiskConsole is a 100% online platform - known as a 'software as a service' (SaaS). The system can be accessed from any internet connected device (including smartphones and tablets) enabling you to obtain your insurance information, documentation and reporting anywhere in the world and at any time.

RiskConsole is accessed using your web-browser and secure login details (email address and password).

No software or tools need to be installed on the client computer systems.

## RiskConsole Security

Ensuring the security of your data is of critical importance to Ventiv Technology. We take information security exceptionally seriously and are pleased to offer our clients a world-class, market leading security infrastructure.

Ventiv Technology holds a number of key information security accreditations including **ISO 27001**, the highest global security standard available. This standard covers not only our systems, but also our processes and people. Additionally Ventiv holds **HIPPA** and **SSAE-16/SOC1** certifications too.

Clients have a choice of data centers with a US (based in Atlanta) and EU (based in Dublin) data centers and unlike some other providers within the risk technology marketplace, Ventiv's entire infrastructure is entirely owned by us. We do not use or rely on third-party providers for any of our system architecture or infrastructure.

Full security and accreditation details can be provided on request.

## Modules & Capabilities

RiskConsole consists of a large number of ‘modules’ that cover the various work streams and activities undertaken by Risk & Insurance Managers. This modular flexibility allows clients to implement various capabilities in a phased approach aligned to their own business priorities.

All RiskConsole modules are completely integrated and work seamlessly with each other.

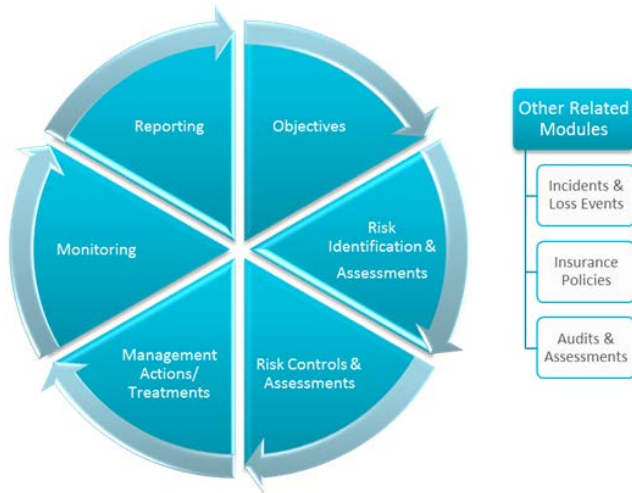


CSURM RiskConsole Administrator will have ultimate control over the system and how it is configured, including ability to add, update and remove users, legal entities, units, objects, data fields, workflow and reports. The administrator will also have the ability to delegate this work out to other individuals based on system security rules and privileges.

What follows is a more detailed look at the various RiskConsole modules we feel will be of immediate benefit to you.

# Enterprise Risk Management

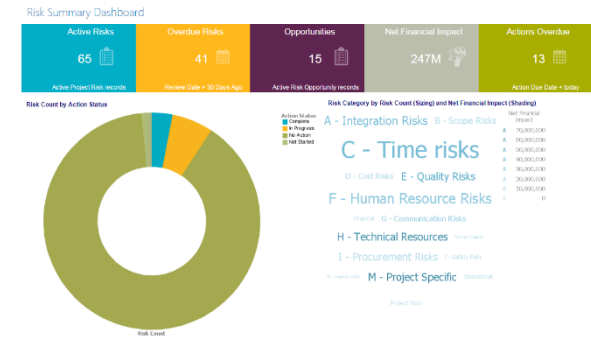
Empowering the managing of risk across your enterprise



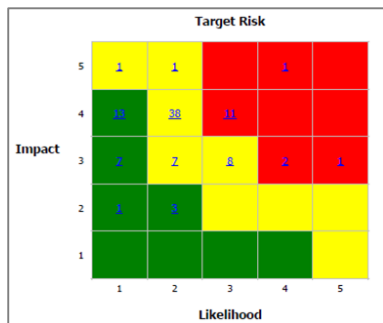
In today's world there is an even greater need to understand the risks facing an organization on an enterprise basis. Managing Risk Registers on a global scale via spreadsheets can be resource intensive and unreliable. By implementing a robust reliable online tool for recording and consolidating risks facilitates improved management of risks, strategic decision making, and monitoring preventative measures (controls) and actions.

RiskConsole's ERM module is simple, clear, scalable, easily accessible and flexible. Delivering a transparent and auditable process that can be included as part of a formal corporate governance and rating submission.

- ✓ Integrate ERM and insurance management activities.
- ✓ More efficient with better workflow, automatic reminders and chasers, and seamless consolidation, aggregation and reporting.



- ✓ Roll out ERM across your enterprise; embed risk management and rive best practice.
- ✓ Maximize the value of your ERM process with improved real-time reports and analytics to help make better risk based decisions.



Features include:

- Full hierarchy support covering business, objectives, categorizations and other contexts like projects.
- Full audit trail and tracking of assessments over time to easily track changes in risk landscape and identify developing risks.
- Supports escalation of risks up your organisation or establishing a risk linkage for aggregating risks.
- Linked with RiskConsole's powerful reporting and analytic capabilities for risk maps, risk registers, risk plots, per risk profiles, top risk reductions, and spider charts for landscape views.

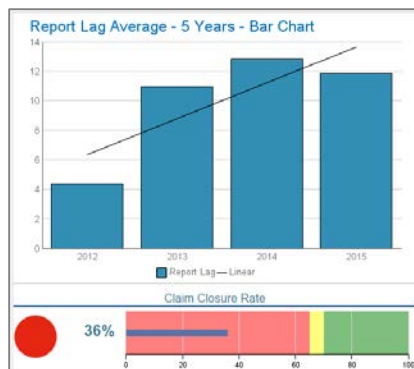
# Claims Management

Capturing, managing and reporting claims information provides a deeper understanding of risks your organization faces

Working with more accurate, complete and reliable data helps identify claim trends, establish accurate reserves and adds the ability to perform root cause analysis. All these activities identify key drivers for optimizing loss investment control and gauging the best split between retention and transfer of risk.

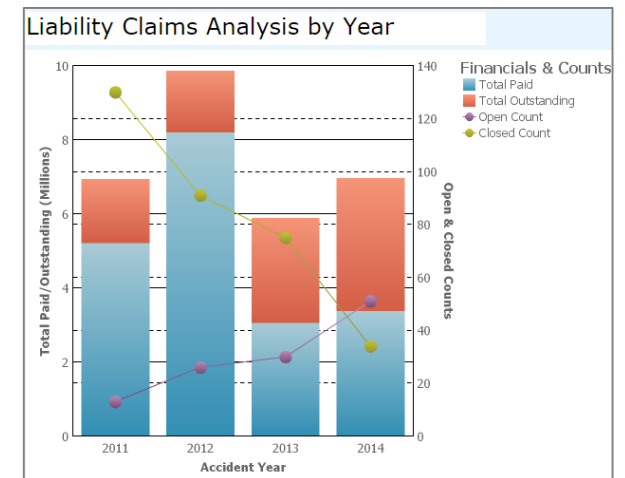
Whether you self-administer claims or rely on a third party claims administrator, RiskConsole’s Claims module allows you to be in control of your claim situation with one consolidated central repository. The Claims module is a comprehensive claims management system where records can be viewed, added, edited, and removed. In addition to the standard claims data fields there are an abundance of customizable data fields which can be used to support your claims management process.

- ✓ **Reduce reporting costs** Expedite incident/claim reporting to reduce claim reporting costs and effort for the whole organization, plus gather the quality data you've always dreamed of!
- ✓ **Improve your operational and financial performance:** Your claims financial performance is a critical component of total cost of risk. Optimize your claims handling process, and transform raw claims data into actionable business intelligence.
- ✓ **Proactive loss control:** Track trends and identify patterns to proactively avoid incidents and reduce claims.
- ✓ **Maximize the impact of your legal and service provider spend:** Proactively manage your legal and service providers against their service levels. Strategically manage legal matters with greater insight into performance, expenses and risk.



Features include:

- Very flexible ability to automatically consolidate and intake claims information from multiple sources into the system, including manual entry and from a wide variety of TPAs and insurers, or a combination of the two as appropriate.
- Supports a full range of Claim types with specific information and business rules.
- Track reserves and payment changes, with approval processes, full history and accounting integration options.
- Full claim lifecycle workflow support including diary (plus automatic), notes, and associated documentation (including form letters and e-mail in).



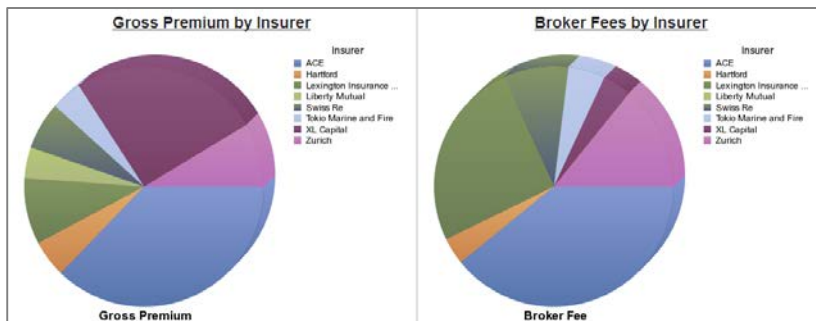
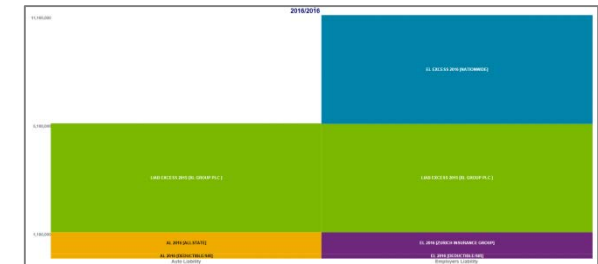
# Policy Management

A Holistic approach to managing policies and insurance programs

With the increasing globalization of organizations, managing your insurance requirements has become more complicated. Ensuring adequate cover is in place globally whilst remaining compliant with local territory regulations is complex enough without also having to monitor erosion of policy limits.

The Policy Management module helps you maximise the coverage for your premium spend. Managing your organization’s insurance policies, including premiums, limits & conditions, loss ratios, aggregate erosion, premium flows, and insurer exposure.

- ✓ **100% visibility:** understand globally the policies you have in place, the cover and premium expenditure, insurers used and make informed decisions.
- ✓ **Spot coverage gaps and overlaps:** with a transparent view on your policy and program structure, eliminate duplicate policies, eliminate coverage gaps and identify opportunities for new global cover.
- ✓ **Monitor Policy Performance:** understand your policy loss ratios and help target poor performing areas plus keep a tight track on any aggregate positions.
- ✓ **Streamline certificate management:** significantly cut the time and effort needed to manage certificates of insurance. Define custom insurance requirements. Track vendor compliance. And it’s all auditable and traceable.
- ✓ **Protect against credit exposures:** understand your organization’s insurer rating exposures. Be proactive in monitoring your insurers’ financial ratings; especially for historic programs and external vendors/contractors policies.



Features include:

- Manage program structures and visualise via automatically generated mud maps
- Track policy limits/sub-limits, deductible levels and retention limits including variances by organisation and exposure with associated erosion tracking.
- Cater for simple and complex covers, including multiple year and multiple coverages.
- Cover lifecycle of a policy, with renewal support and endorsement tracking for mid-term adjustments.
- Manage fronting, coinsurance and reinsurance and respective participation.

# Exposure Management (Property)

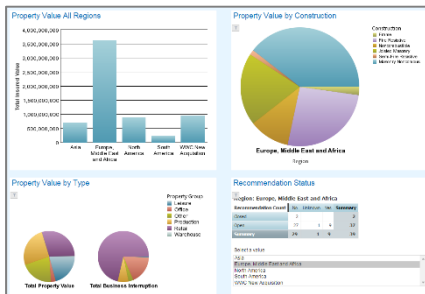
A proactive exposure risk control system to enable a stronger negotiating position for risk transfer

Risk managers often face the challenge of effectively managing risks associated with a large and diverse property & asset portfolio. Providing complete risk profiles of each property supplies underwriters with the quality data they need strengthening your negotiating position for securing the best property premium rates.

The Property Module is a flexible comprehensive property management system capturing all Construction, Occupancy, Protection and Exposure (COPE) information and providing visibility of what you own, lease or operate. With location references as well as property/asset purposes, valuation method, and insurance policy details all recorded; helpful when understanding the impacts from major events.



- ✓ **Understand the global profile of your risks:** With exposures and assets stretched across nations, identifying all the detailed exposures and assets, with their relative exposure to hazards and perils allows the risk manager to make informed decisions about managing their risks.
- ✓ **Maximize the value of your risk improvement program:** With a fully transparent risk profile, you can get better insights on where to invest your loss control budget to get the most value.
- ✓ **Get the optimal coverage limits and terms:** With a comprehensive and timely landscape view of your exposure and asset portfolio, you can have the correct insights for discussions with your risk advisors.
- ✓ **Streamline your exposure-management processes:** RiskConsole helps risk managers administer and automate the exposure-management process by driving data collection responsibility to field users knowledgeable of their exposures with real-time tracking/reminders to ensure completion.



Features include:

- Track multiple loss estimates including; EML (estimated maximum loss), PML (probable maximum loss) and NLE (normal loss expectancy).
- Benchmark similar facilities and equipment against each other, as well as past performance. Measure key metrics while also identifying trends.
- Managing summarised exposure values like vehicle numbers, payroll, and hours worked with custom support and use in weighted reporting.
- Track other detailed exposures like fleet, drivers, contracts, projects, employees, energy assets, marine assets, aviation assets, etc.

The Exposure Management module can be used stand-alone. However, it's far more powerful when linked to other modules in RiskConsole; e.g. engineering surveys, loss control recommendations, claim, policy, safety and incident.

# Pricing Proposal

Here is the proposed pricing by phases.

## I. Phase 1: implement policy management.

- Modules:
  - Policy Management:
    - Implementation including config, reporting, testing, project management, and training: \$5,500
    - Annual Ongoing: \$3,250
- User Licenses:
  - 1 Administrator, 2 Full Users w/ reporting, 15 Lite Users:
    - Implementation including config, testing, project management, and training: \$11,000
    - Annual Ongoing: \$4,920
- Data Loads:

Description	Layout	Frequency
Hierarchy from iVOS	Standard	Quarterly

- Implementation including setup, testing, and project management: \$10,000
- Annual Ongoing: \$1,950
- Project Management Status/Planning: 30 hours \$5,850
- Managed Service Hours: 40 hours \$7,800
- Hosting: \$3,000
- Stewardship:
  - Onsite meeting once per year to discuss product and organization roadmap: \$1,560
  - Travel: \$3,000
- **Total Implementation: \$32,350**
- **Total Annual Ongoing (MSH, Hosting, Stewardship, Annual Ongoing): \$25,480**

## II. Phase 2: implement claim management and data loads.

- Modules:
  - Claim Management:
    - Implementation including config, reporting, testing, project management, and training: \$12,000
    - Annual Ongoing: \$1,170
- Data Loads:

Description	Layout	Frequency
AORMA WC	Standard	Quarterly
Campus WC	Standard	Quarterly
Carl Warren AORMA Liability	Standard	Quarterly
iVOS Campus Liability	Standard	Monthly

- Implementation including setup, testing, and project management: \$52,000
  - Annual Ongoing: \$18,525
- Project Management Status/Planning: 30 hours \$5,850
- Managed Service Hours: 26 hours \$5,070
- **Total Implementation: \$69,850**
- **Total Annual Ongoing (MSH, Annual Ongoing): \$24,765**

## III. Phase 3: implement exposure summary, property management, and data loads.

- Modules:
  - Exposure Summary:
    - Implementation including config, reporting, testing, project management, and training: \$3,000
    - Annual Ongoing: \$1,500
  - Property Management:
    - Implementation including config, reporting, testing, project management, and training: \$5,500
    - Annual Ongoing: \$3,250

- User Licenses:
  - 5 Lite Users:
    - Implementation including config, testing, project management, and training: \$2,500
    - Annual Ongoing: \$350

- Data Loads:

Description	Layout	Frequency
Oasis AORMA Property	Standard	One-Time
Oasis Campus Property	Standard	One-Time
AIME Policy HSR/AG	Standard	Quarterly
ClubSports Policy HSR/AG	Standard	Quarterly
Alliant Property	Standard	Quarterly
CA State-ORIM Property	Standard	Quarterly

- Implementation including setup, testing, and project management: \$52,000
- Annual Ongoing: \$7,800
- Project Management Status/Planning: 30 hours \$5,850
- Managed Service Hours: 31 hours \$6,045
- Hosting: \$2,000
- **Total Implementation: \$68,850**
- **Total Annual Ongoing (MSH, Hosting, Annual Ongoing): \$20,945**

#### IV. Complete Project Summary:

- Modules:
  - Policy Management
  - Claim Management
  - Exposure Summary
  - Property Management

- User Licenses:
  - 1 Administrator
  - 2 Full w/ reporting
  - 20 Lite
- Data Loads:

Description	Layout	Frequency
Hierarchy from iVOS	Standard	Quarterly
AORMA WC	Standard	Quarterly
Campus WC	Standard	Quarterly
Carl Warren AORMA Liability	Standard	Quarterly
iVOS Campus Liability	Standard	Monthly
Oasis AORMA Property	Standard	One-Time
Oasis Campus Property	Standard	One-Time
AIME Policy HSR/AG	Standard	Quarterly
ClubSports Policy HSR/AG	Standard	Quarterly
Alliant Property	Standard	Quarterly
CA State-ORIM Property	Standard	Quarterly

- Project Management Status/Planning: 90 hours
- Managed Service Hours: 97 hours
- Hosting
- Stewardship
- **Total Implementation: \$171,050**
- **Total Annual Ongoing: \$71,190**

## **MARINE PROGRAM**

**ISSUE:** One of AORMA's long range goals for FY 15/16 was to complete a watercraft schedule including all campus and auxiliary owned watercraft and stand-alone marine policies purchased, if any. The AORMA Committee has directed Staff to investigate forming a marine program. The following steps have been added to the FY 16/17 long range action plan:

1. Review and update watercraft schedule, as appropriate
2. Create marine program coverage specifications
3. Obtain coverage options, and pricing, for program and present to the Programs Committee
4. Present final program design to the AORMA Committee
5. Distribute the Marine Program information to the AORMA members

Staff will work towards a July 1, 2017, effective date for the marine program.

**RECOMMENDATION:** This item is for information only; no action is requested from the AORMA Committee at this time.

**FISCAL IMPACT:** There is no direct fiscal impact at this time.

**BACKGROUND:** Maintaining a schedule of all owned watercraft has assisted Staff with coverage questions as well as provided assurance that the correct insurer is responding to losses involving a particular watercraft. Formation of a marine program will in all likelihood provide broader coverage and better pricing due to the size of the marine placement.

**PUBLICATION:** None at this time.

**ATTACHMENTS:** None.

**MARKEL GLOBAL REINSURANCE (MGR)**  
**PAPER TRANSITION LETTER**

**ISSUE:** Effective January 1, 2017, all issuing paper on reinsurance transactions from Evanston Insurance Company, Essex Insurance Company and Markel Insurance Company will be transition to Markel Global Reinsurance.

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

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. MGR Paper Transition Letter



November 11, 2016

Dear broker partners-

As you may recall, the Public Entity Reinsurance team was re-aligned with Markel Global Reinsurance (MGR), the former Alterra Reinsurance operation, effective January 1, 2014. We had previously reported into insurance operations as part of Product Line Leadership. This organizational change has been beneficial on several fronts as we integrated into MGR.

**Over the past two years, we have:**

- enhanced our pricing and reserving methodologies and oversight;
- sharpened our underwriting and claims discipline and service levels;
- expanded the scope of our brokerage relationships to find new opportunities ;
- availed ourselves of MGR's legal and contract drafting resources ;
- worked closely with MGR's underwriting management team.

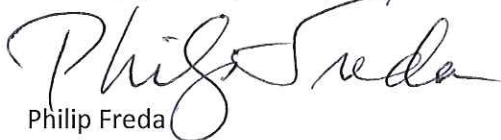
All of these changes have been very positive and make us a stronger team and a more valuable, viable and long-term reinsurance solution for you and our joint clients.

**Effective January 1, 2017**

We want to inform you and our clients that as part of our last steps in this integration, we are transitioning our issuing paper *on reinsurance transactions* from Evanston Insurance Company, Essex Insurance Company and Markel Insurance Company to Markel Global Reinsurance Company. Ratings for Markel Global Reinsurance Company are identical to the previous issuing carriers, that being "A" S&P, "A" AM Best and "A+" Fitch. This change is effective with January 1, 2017 and subsequent business. Please note that the few clients we insure *on a direct excess insurance basis* (both pools and individual risks) will continue to use the existing issuing company paper.

Please feel free to inform our mutual clients of this pending change. Please contact me or anyone of our public entity treaty underwriters with any questions.

As always, thank you for your continued support of Markel Global Reinsurance.



Philip Freda

**Managing Director, Head of Public Entity Reinsurance**  
**Markel Global Reinsurance**

[Philip.freda@markelcorp.com](mailto:Philip.freda@markelcorp.com)

Direct: (804) 965-1658

**Markel Corporation**

4521 Highwoods Parkway, Glen Allen, VA 23060-9817 (800) 446-6671 (804) 747-0136

[www.markelcorp.com](http://www.markelcorp.com)

**CSURMA AORMA 2017 MEETING CALENDAR**

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

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

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. CSURMA AORMA – 2017 Meeting Calendar



California State University Risk Management Authority

## 2017 CSURMA MEETING CALENDAR

JANUARY				FEBRUARY				MARCH			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
8	3:00 PM	EC (AOA Conference)	San Diego	23	1:00 PM	PC	Teleconference	9	10:00 AM	AORMA	Long Beach
8 - 11		AOA Annual Conference	San Diego					9	2:00 PM	EC	Long Beach
TBD		AIME	TBD					10	8:30 AM	EC LRP	Long Beach
APRIL				MAY				JUNE			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
				3	2:00 PM	BOD Orientation	Teleconference	TBD		AOA EC	TBD
				4	10:00 AM	AORMA	TBD	22	1:00 PM	PC	Teleconference
				5	8:30 AM	EC	TBD				
				5	10:30 AM	BOD	TBD				
				TBD		AIME	TBD				
JULY				AUGUST				SEPTEMBER			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
TBD	11:00 AM	AORMA Officers Retreat	TBD	TBD		AOA EC	TBD	6	9:00 AM	AORMA New Member	TBD
								6	10:00 AM	AORMA LRP	TBD
								7	9:00 AM	AORMA	TBD
								7	4:00 PM	EC Orientation	TBD
								8	8:30 AM	EC	TBD
								28	1:00 PM	PC	Teleconference
OCTOBER				NOVEMBER				DECEMBER			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
18	2:00 PM	BOD Orientation	Teleconference	TBD		AOA EC	TBD	7	10:00 AM	AORMA	TBD
19	10:00 AM	AORMA	TBD	30	8:00 AM	PC	San Francisco	8	8:30 AM	EC	TBD
20	8:30 AM	EC	TBD					7	8:00 AM	PC	San Francisco
20	10:30 AM	BOD	TBD								
TBD		AIME	TBD								

AORMA = Auxiliary Organizations Risk Management Alliance Committee  
 AIME = Athletic Injury Medical Expense Committee  
 MSLCTC = AORMA Member Services, Loss Control & Training Committee

PC = AORMA Programs Committee  
 AORMA LRP = AORMA Long Range Planning Meeting  
 AOA = CSU Auxiliary Organizations Association

EC = CSURMA Executive Committee  
 EC LRP = EC Long Range Planning Meeting  
 BOD = CSURMA Board of Directors

**CSURMA AORMA PROGRAM ADMINISTRATOR’S CONTACT LISTS**

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

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

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

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

## CONTACT LIST

Coverage	Contact	E-Mail Address	Office	Fax
<b>JPA Program Administrator – Alliant Insurance Services, Inc.</b>				
<b>Certificate of Insurance Requests</b>	<b>Hsan Htein Van Rin</b>	hhhtein@alliant.com vrin@alliant.com	415-403-1452 415-403-1408	415-874-4810 415-874-4810
<b>General CSURMA Coverage Questions</b>	<b>Robert Leong Van Rin Hsan Htein Daniel Howell</b>	rleong@alliant.com vrin@alliant.com hhhtein@alliant.com dhowell@alliant.com	415-403-1423 415-403-1408 415-403-1452 415-403-1426	415-874-4810 415-874-4810 415-874-4810 415-874-4810
<b>General AORMA Coverage Questions</b>	<b>Mimi Long Van Rin Hsan Htein Daniel Howell</b>	mlong@alliant.com vrin@alliant.com hhhtein@alliant.com dhowell@alliant.com	415-403-1423 415-403-1408 415-403-1452 415-403-1426	415-874-4810 415-874-4810 415-874-4810 415-874-4810
<b>Inland Marine</b>	<b>Van Rin Hsan Htein Mimi Long</b>	vrin@alliant.com hhhtein@alliant.com mlong@alliant.com	415-403-1408 415-403-1452 415-403-1423	415-874-4810 415-874-4810 415-874-4810
<b>Participant Accident Insurance (PAI)</b>	<b>Van Rin</b>	vrin@alliant.com	415-403-1408	415-874-4810
<b>Special Events Insurance</b>	<b>Van Rin</b>	vrin@alliant.com	415-403-1408	415-874-4810
<b>Foreign Travel Program</b>	<b>Stacey Weeks Van Rin</b>	sweeks@alliant.com vrin@alliant.com	415-403-1448 415-403-1408	415-874-4810 415-874-4810
<b>General Risk Management Questions</b>	<b>Mimi Long Van Rin Hsan Htein Daniel Howell</b>	mlong@alliant.com vrin@alliant.com hhhtein@alliant.com dhowell@alliant.com	415-403-1423 415-403-1408 415-403-1452 415-403-1426	415-874-4810 415-874-4810 415-874-4810 415-874-4810
<b>Workers' Compensation Claims Consultant</b>	<b>Jacki Graf</b>	jgraf@alliant.com	415-403-1438	415-874-4810
<b>Alliant Claims Consulting</b>	<b>Robert Frey Diana Walizada Michelle Maffei Elaine Kim</b>	rfrey@alliant.com dwalizada@alliant.com mmaffei@alliant.com ekim@alliant.com	415-403-1445 415-403-1453 415-403-1418 415-403-1458	415-403-1466 415-403-1466 415-403-1466 415-403-1466
<b>Form 700</b>	<b>Tevea Him</b>	thim@alliant.com	415-403-1416	415-402-0773
<b>Website and Technology Questions</b>	<b>Yung Lam Tevea Him Myron Leavell</b>	ylam@alliant.com thim@alliant.com mleavell@alliant.com	415-403-1461 415-403-1416 415-403-1404	415-874-4810 415-874-4810 415-874-4810

**CONTACT LIST**

Coverage	Contact	E-Mail Address	Office	Fax
<b>CSU Chancellor's Office</b>				
<b>CSU Chancellor's Office</b>	Zachary Gifford	zgifford@calstate.edu	562-951-4568	562-951-4859
	Rebecca Skidmore	rskidmore@calstate.edu	562-951-4574	562-951-4859
	Leona Ching	lching@calstate.edu	562-951-4580	562-951-4859
	Alice Kim	akim@calstate.edu	562-951-4627	562-951-4865
	Kelly Cox	kcox@calstate.edu	562-951-4611	562-951-4865
	Robert Eaton	reaton@calstate.edu	562-951-4572	562-951-4971
	Audra Reed	areed@calstate.edu	562-951-4564	562-951-4971
	William Hsu	whsu@calstate.edu	562-951-4500	562-951-4956
	Steve Relyea	srelyea@calstate.edu	562-951-4600	562-951-4971
	Martha Guiditta	mguiditta@calstate.edu	562-951-4557	562-951-4859
	Michael Clements	mclements@calstate.edu	562-951-4091	
	Jessica Liu	jliu@calstate.edu	562-951-4621	
	Cindi Le	cle@calstate.edu	562-951-4651	

Coverage	Contact	E-Mail Address	Office	Fax
<b>Loss Control Consultants – Alliant Risk Control</b>				
<b>Alliant Risk Control Consulting</b>	<b>Brent Escoubas</b>	bescoubas@alliant.com	949-260-5013	

Coverage	Contact	E-Mail Address	Office	Fax
<b>Online Training - TargetSolutions</b>				
<b>Business Manager</b>	<b>Jennifer Jones</b>	jennifer.jones@targetsolutions.com	858-376-1632	858-487-8762
<b>Account Manager</b>	<b>Stacy L. Schaefer</b>	stacy.schaefer@targetsolutions.com	858-376-1610	

## CONTACT LIST

Coverage	Contact	E-Mail Address	Office	Fax
<b>Unemployment Insurance Claims Administrator – Employers Edge</b>				
Client Services	Angie Hansen	ahansen@employersedge.com	720-891-4900 x116	720-420-7356
Unemployment Claims Operations, Claim Specialist	Reina Gonzales	rgonzales@employersedge.com	720-891-4900 x139	720-420-7390
Tax Analyst	John Mansfield	jmansfield@employersedge.com	720-891-4900 x128	720-420-7430
Appellate Level	Jen Venable Jamie Clark	jvenable@employersedge.com jclark@employersedge.com	720-891-4900 x114 720-891-4900 x122	720-420-7354 720-420-7396
Account Management	Steve Bell	sbell@employersedge.com	720-891-4900 x101	720-420-7431

Coverage	Contact	E-Mail Address	Office	Fax
<b>Human Resources Consulting – Employers Group</b>				
Helpline	Mark Nelson	mnelson@employersgroup.com	213-765-3952 or 800-748-8484	
Client Service	Bill Stephens	bstephens@employersgroup.com	805-807-9922	213-226-0216
Reference Library	Robert Campbell	rcampbell@employersgroup.com	800-748-8484 Ext. 3430	
Unemployment Questions	Mark Nelson	mnelson@employersgroup.com	213-765-3952	
Affirmative Action Plans	Suzanne Oliva	soliva@employersgroup.com	213-765-3918	
Leave Management	Helpline	helpline@employersgroup.com	800-748-8484	
Research and Surveys	Juan Garcia	jgarcia@employersgroup.com	213-765-3969	
Employee Opinion Survey	Megan Vallone	mvallone@employersgroup.com	213-765-3920	
Training Services	Somaly Heng	sheng@employersgroup.com	213-765-3962	
Employer Advocacy	Ken Tiratira	ktiratira@employersgroup.com	213-765-3915	



## **LIABILITY – CLAIMS REPORTING CONTACT**

**In the event of a loss, please contact:**

**John Sticklin**  
**Senior Claims Examiner**  
Carl Warren & Company  
2300 Clayton Road, Suite 1250  
Concord, CA 94520  
csurma@carlwarren.com

or

jsticklin@carlwarren.com  
Tel: 925-849-8306



## **POLLUTION – CLAIMS REPORTING CONTACT**

(All pollution incidents must be reported within **seven** days of discovery)

**Report the incident immediately to:**

ACE Environmental Risk  
casualtyriskenvironmental@acegroup.com  
888-310-9553

**AND:**

**Alliant Insurance Services, Inc.**  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111-5101

Tel: 877-725-7695  
Fax: 415-403-1466

**OR**

**Diana Walizada, Claims Unit Manager**  
Alliant Insurance Services, Inc.  
E-mail: [dwalizada@alliant.com](mailto:dwalizada@alliant.com)  
Tel: 415-403-1453  
Fax: 415-403-1466  
Cell: 415-693-8714

**OR**

**Michelle Maffei, Sr. Claims Advocate**  
Alliant Insurance Services, Inc.  
E-mail: [mmaffei@alliant.com](mailto:mmaffei@alliant.com)  
Tel: 415-403-1418  
Fax: 415-403-1466  
Cell: 415-693-8864

### **After hours claims reporting number**

**Robert Frey, First Vice President**  
Alliant Insurance Services, Inc.  
E-mail: [rfrey@alliant.com](mailto:rfrey@alliant.com)  
Tel: 415-403-1445  
Fax: 415-403-1466  
Cell: 415-518-8490



## **CYBER LIABILITY – CLAIMS REPORTING CONTACT**

**Report the incident immediately to:**

**Beazley Group**  
1270 Avenue of the America's, Suite 1200  
New York, NY 10020

bbr.claims@beazley.com  
Tel: 646-943-5900  
Fax: 546-378-4039

**AND COPY TO:**

**Elaine Kim, Claims Advocate**  
Alliant Insurance Services, Inc.  
E-mail: ekim@alliant.com  
Tel: 415-403-1458  
Fax: 415-403-1466  
Cell: 415-609-2133

**OR Diana Walizada, Claims Unit Manager**  
Alliant Insurance Services, Inc.  
E-mail: dwalizada@alliant.com  
Tel: 415-403-1453  
Fax: 415-403-1466  
Cell: 415-693-8714

**After hours claims reporting number**

**Robert Frey, First Vice President**  
Alliant Insurance Services, Inc.  
E-mail: rfrey@alliant.com  
Tel: 415-403-1445  
Fax: 415-403-1466  
Cell: 415-518-8490



## **SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) CLAIMS REPORTING CONTACT**

**Report the incident immediately to:**

**Elaine Kim, Claims Advocate**  
Alliant Insurance Services, Inc.  
E-mail: [ekim@alliant.com](mailto:ekim@alliant.com)  
Tel: 415-403-1458  
Fax: 415-403-1466  
Cell: 415-609-2133

**OR Diana Walizada, Claims Unit Manager**  
Alliant Insurance Services, Inc.  
E-mail: [dwalizada@alliant.com](mailto:dwalizada@alliant.com)  
Tel: 415-403-1453  
Fax: 415-403-1466  
Cell: 415-693-8714

**OR:**

**After hours claims reporting number:**

**Robert Frey, First Vice President**  
Alliant Insurance Services, Inc.  
E-mail: [rfrey@alliant.com](mailto:rfrey@alliant.com)  
Tel: 415-403-1445  
Fax: 415-403-1466  
Cell: 415-518-8490



## **AUTO PHYSICAL DAMAGE (APD) CLAIMS REPORTING CONTACT**

**Report the incident immediately to:**

**Elaine Kim, Claims Advocate**  
Alliant Insurance Services, Inc.  
E-mail: [ekim@alliant.com](mailto:ekim@alliant.com)  
Tel: 415-403-1458  
Fax: 415-403-1466  
Cell: 415-609-2133

**OR Diana Walizada, Claims Unit Manager**  
Alliant Insurance Services, Inc.  
E-mail: [dwalizada@alliant.com](mailto:dwalizada@alliant.com)  
Tel: 415-403-1453  
Fax: 415-403-1466  
Cell: 415-693-8714

**OR:**

**After hours claims reporting number:**

**Robert Frey, First Vice President**  
Alliant Insurance Services, Inc.

E-mail: [rfrey@alliant.com](mailto:rfrey@alliant.com)  
Tel: 415-403-1445  
Fax: 415-403-1466  
Cell: 415-518-8490



## **PROPERTY / BOILER & MACHINERY CLAIMS REPORTING CONTRACT**

**Report the incident immediately to Toll Free 877-725-7695:**

**OR**

**Diana Walizada, Claims Unit Manager**

Alliant Insurance Services, Inc.  
100 Pine Street, 11th Floor  
San Francisco, CA 94111-5101  
E-mail: [dwalizada@alliant.com](mailto:dwalizada@alliant.com)  
Tel: 415-403-1453  
Fax: 415-403-1466  
Cell: 415-693-8714

**OR**

**Michelle Maffei, Sr. Claims Advocate**

Alliant Insurance Services, Inc.  
100 Pine Street, 11th Floor  
San Francisco, CA 94111-5101  
E-mail: [mmaffei@alliant.com](mailto:mmaffei@alliant.com)  
Tel: 415-403-1418  
Fax: 415-403-1466  
Cell: 415-693-8864

**OR**

**Elaine Kim, Claims Advocate**

Alliant Insurance Services, Inc.  
E-mail: [ekim@alliant.com](mailto:ekim@alliant.com)  
Tel: 415-403-1458  
Fax: 415-403-1466  
Cell: 415-609-2133

**AND COPY TO:**

**Cathryn O'Meara**

McLaren's  
1301 Dove Street, Suite 200  
Newport Beach, CA 92660  
[cathryn.omeara@mclarens.com](mailto:cathryn.omeara@mclarens.com)  
Tel: 949-757-1413  
Fax: 949-757-1692

**After hours claims reporting number:**

**Robert Frey, First Vice President**

Alliant Insurance Services, Inc.  
E-mail: [rfrey@alliant.com](mailto:rfrey@alliant.com)  
Tel: 415-403-1445  
Fax: 415-403-1466  
Cell: 415-518-8490



## WORKERS' COMPENSATION – CLAIMS REPORTING CONTACT

In the event of a Workers' Compensation claim, please forward the Workers' Compensation Claim Form (DWC1) and the Employer's Report of Occupational Injury or Illness (Form 5020) to:

**Brian Montagnese - Supervisor**  
Sedgwick CMS  
P.O. Box 14629  
Lexington, KY 40512-4629

E-mail: [brian.montagnese@sedgwickcms.com](mailto:brian.montagnese@sedgwickcms.com)  
Tel: 916-636-4441  
Fax: 916-851-8079

### YOUR CLAIM WILL BE ASSIGNED TO EITHER:

**Katie Brandt, Adjuster**  
Sedgwick CMS  
P.O. Box 14629  
Lexington, KY 40512-4629

E-mail: [katie.brant@sedgwickcms.com](mailto:katie.brant@sedgwickcms.com)  
Tel: 916-636-4451  
Fax: 916-851-8079

**OR**

**Biba Olson**  
**Claims Assistant and Medical Only Examiner**  
Sedgwick CMS

E-mail: [biba.olson@sedgwickcms.com](mailto:biba.olson@sedgwickcms.com)  
Tel: 916-636-4439

**Susan Neville**  
**Adjuster, Northridge Auxiliary Only**  
Sedgwick CMS

E-mail: [susan.neville@sedgwickcms.com](mailto:susan.neville@sedgwickcms.com)  
Tel: 916-636-4455



## **PARTICIPANT ACCIDENT INSURANCE (PAI)**

In the event of a Participant Accident Insurance (PAI) claim, *please forward the completed HSR claim form directly to:*

**Health Special Risk, Inc.**

HSR Plaza II  
4100 Medical Parkway  
Carrollton, TX 75007

E-mail: [CSRM@hsri.com](mailto:CSRM@hsri.com)  
Tel: 972-512-5600  
Fax: 972-512-5820  
Tel Toll Free: 866-523-3186



## **UNEMPLOYMENT INSURANCE PROGRAM (UIP)**

For Unemployment Insurance Program (UIP) claim, please contact Employers Edge directly at:

**Reina Gonzales, Claim Specialist**

Employers Edge  
P.O. Box 351567  
Westminister, CO 80035

Email: [rgonzales@employersedge.com](mailto:rgonzales@employersedge.com)

Tel: (720) 891-4900 x139

**Steve Bell, Account Management**

Employers Edge  
P.O. Box 351567  
Westminister, CO 80035

Email: [s.bell@employersedge.com](mailto:s.bell@employersedge.com)

Tel: (720) 891-4900 x101

## **AORMA'S TRAVEL REIMBURSEMENT POLICY**

**ISSUE:** Reasonable expenses associated with your travel to and from the AORMA Committee meetings and CSURMA Board of Directors meetings are reimbursable by CSURMA. Attached for your review is Policy & Procedure A-7 – CSURMA AORMA Travel Reimbursement Policy.

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

**FISCAL IMPACT:** None.

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

**PUBLICATION:** None.

**ATTACHMENT(S):**

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



## **CSURMA AORMA**

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

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**SUBJECT:** CSURMA AORMA TRAVEL REIMBURSEMENT  
POLICY

**ADOPTED:** MARCH 21, 2013

**AMENDED:** MARCH 19, 2015

**EFFECTIVE:** MARCH 21, 2013

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### **PURPOSE:**

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

### **POLICY:**

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

### **PROCEDURE:**

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

**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.

**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.

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

**AORMA COMMITTEE MEMBERS – EFFECTIVE 07/01/16**

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

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

**FISCAL IMPACT:** None.

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

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. AORMA Committee Roster - Effective at July 1, 2016

**AORMA Committee**  
**Ten voting members - two alternates - twelve members total**  
**Effective at July 1, 2016**

Committee	Seat	Member	Position	Campus	Type of Auxiliary	E-Mail	Telephone Number
AORMA	Chair	Frank Mumford	Executive Director	Fullerton	CSU Fullerton Auxiliary Services Corporation	fmumford@fullerton.edu	657-278-4101
AORMA	First Vice Chair	Guy Dalpe	Managing Director	San Francisco	Associated Students, Inc., San Francisco State University	gdalpe@sfsu.edu	415-338-1044
AORMA	Second Vice Chair	Gigi Kiama	Human Resources Director	Monterey Bay	The University Corporation at Monterey Bay	gkiama@csumb.edu	831-582-4301
AORMA	Seat 1	Dave Nakamura	Executive Director	Humboldt	Humboldt State University Center	dave.nakamura@humboldt.edu	707-826-4878
AORMA	Seat 2	Dave Nirenberg	Senior Director	Channel Islands	Channel Islands University Auxiliary Services, Inc.	dave.nirenberg@csuci.edu	805-437-2668
AORMA	Seat 3	Brian Nowlin	Chief Operating Officer	Long Beach	California State University, Long Beach Research Foundation	Brian.Nowlin@csulb.edu	562-985-4690
AORMA	Seat 4	Vacant					
AORMA	Seat 5	Jim Reinhart	Executive Director	Sacramento	University Enterprises, Inc. (UEI)	Jim.Reinhart@csus.edu	916-278-7001
AORMA	Seat 6	Leslie Davis	Executive Director	Sacramento	University Union Operation of CSUS, Inc.	leslie@saclink.csus.edu	916-278-2904
AORMA	Seat 7	Robert de Wit	Chief Financial Officer	Long Beach	Forty-Niner Shops, Inc., CSU Long Beach	rdewit@csulb.edu	562-985-5549

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

Committee	Seat	Member	Position	Campus	Type of Auxiliary	E-Mail	Telephone Number
PC	Chair	Gigi Kiama	Human Resources Director	Monterey Bay	University Corporation, CSU Monterey Bay	gkiama@csumb.edu	831-582-4301
PC	At Large	Bill Olmsted	Associate Executive Director	Sacramento	University Union Operation of CSUS, Inc.	olmsted@csus.edu	916-278-6744
PC	At Large	Guy Dalpe	Managing Director	San Francisco	Associated Students, Inc., San Francisco State University	gdalpe@sfsu.edu	415-338-1044
PC	At Large	Jason Porth	Executive Director	San Francisco	The University Corporation, San Francisco State	jporth@sfsu.edu	415-338-6880
PC	At Large	Jun Reina	Chief Operating Officer/ Chief Financial Officer	Sacramento	Capital Public Radio, Inc., CSU Sacramento	jreina@csus.edu	916-278-8925
PC	At Large	Raven Tyson	Human Resources & Risk Manager	San Diego	Associated Students of San Diego State University	raven.tyson@sdsu.edu	619-594-3760

*AORMA Committee Chair serves for a period of four years - Vice Chair, to Chair, to Past President, to Ex-Officio.*  
*Standing Committee Chair serves a one-year term, is appointed by the AORMA Committee Chair, and must be an AORMA Committee member.*  
*AORMA Committee and Standing Committee members may serve a maximum of three consecutive two-year terms (total six years).*

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

## **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 staff as appropriate.

**FISCAL IMPACT:** No direct fiscal impact is expected.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. CSURMA Administrative Service Calendar

## CSURMA AORMA SERVICE CALENDAR

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
<b>JANUARY 2016</b>				
01/02/16	FORM 700 - JPA ADMIN finalizes current year member listing	Alliant Staff	Tevea Him	Completed
01/06/16	Statement of Facts – Roster of Public Agencies - file with Secretary of State	Alliant Staff	Tevea Him	Completed
01/07/16	Announce the new AORMA Committee Vice Chair as well as open seats on the AORMA Committee	Nominations Committee	Mimi Long	Completed
<i>01/10/16</i>	<i>CSURMA AOA CONFERENCE</i>	<i>Alliant Staff</i>	<i>Mimi Long</i>	<i>Completed</i>
<i>01/10/16</i>	<i>CSURMA EC Meeting</i>	<i>Alliant Staff</i>	<i>Mimi Long</i>	<i>Completed</i>
<i>01/11/16</i>	<i>AIME Committee Meeting</i>	<i>Alliant Staff</i>	<i>Stacey Weeks</i>	<i>Completed</i>
01/15/16	FORM 700 - JPA ADMIN sends Form 700 to CSURMA FILERS, including EC, BOD, AORMA, Standing Committees, and designated consultants, including identified Alliant personnel	Alliant Staff	Tevea Him	Completed
01/31/16	Final premium / rate letter to all AORMA members	Alliant Staff	Mimi Long	Completed
01/31/16	Workers' Compensation Scorecard - Receive report from Sedgwick and distribute	Alliant Staff / Sedgwick	Tevea Him	Completed
<b>FEBRUARY 2016</b>				
02/01/16	FORM 700 - Follow up No. 1 - JPA ADMIN follows up with FILER	Alliant Staff	Tevea Him	Completed
02/01/16	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 12/31	Alliant Staff	Tevea Him	Completed
02/01/16	UIP - Send EDD Claims Information to Individual Members	Alliant Staff	Tevea Him	Completed
02/01/16	Campus Liability Risk Pool claims audit (every odd year)	Alliant Staff	Mimi Long	---
02/01/16	Campus Workers' Compensation Risk Pool claims audit (every odd year)	Alliant Staff	Jacki Graf	---
02/01/16	AORMA Workers' Compensation program claims administration audit (every even year)	Alliant Staff	Jacki Graf	Completed
02/01/16	AIME Risk Pool claims audit (every odd year)	Alliant Staff	Mimi Long	---
02/01/16	AORMA Liability Program claims audit (every odd year)	Alliant Staff	Mimi Long	---
02/15/16	FORM 700 - Follow up No. 2 - JPA ADMIN follows up with FILER	Alliant Staff	Tevea Him	Completed
<i>02/25/16</i>	<i>AORMA Program Committee Meeting (Teleconference)</i>	<i>Alliant Staff</i>	<i>Mimi Long</i>	<i>Completed</i>
<b>MARCH 2016</b>				
03/01/16	Annual Review of (1) Data Security Policies and (2) the Integrated CSU Administration Manual	Alliant Staff	Mimi Long	Completed
03/01/16	AORMA Liability Program - Reinsurance Recovery (verify w/ Mauri)	Carl Warren	Mimi Long	Completed
03/01/16	Approval by EC Resolution allowing Treasurer to invest or reinvest funds (annual approval required - see Res 01-15 BOD)	BOD and Alliant Staff	Tevea Him	Completed
03/01/16	Approval of Conflict of Interest Code by BOD every even-number year - File with FPPC as required.	BOD and Alliant Staff	Tevea Him	Completed
03/01/16	Chancellor's Office Services Budget Proposals	Alliant Staff	Mimi Long	Completed
03/01/16	CSURMA Budget	Alliant Staff	Robert Leong	Completed
03/01/16	CSURMA Master Investment Policy and Investment Policy for the Fixed Income Portfolio	Alliant Staff	Mimi Long	Completed
03/01/16	CSURMA Mid-Term Budget Amendments	Alliant Staff	Robert Leong	Completed
03/01/16	FORM 700 - Follow up No. 3 - JPA ADMIN follows up with FILER	Alliant Staff	Tevea Him	Completed
03/01/16	Review the Auxiliary Service Provider Report	Alliant Staff	Mimi Long	Completed
03/01/16	Appointment of the Campus Programs RPTG - Spring 2016 (FY 2017/2018)	Alliant Staff	Robert Leong	Completed
03/01/16	Appointment of the Student Insurance Programs RPTG - Spring 2016 (FY 2017/2018)	Alliant Staff	Robert Leong	Completed
<i>03/10/16</i>	<i>AORMA Committee Meeting</i>	<i>Alliant Staff</i>	<i>Mimi Long</i>	<i>Completed</i>
<i>03/10/16</i>	<i>CSURMA EC Meeting</i>	<i>Alliant Staff</i>	<i>Mimi Long</i>	<i>Completed</i>

## CSURMA AORMA SERVICE CALENDAR

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
<b>03/11/16</b>	<b>CSURMA EC LRP Meeting</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	<b>Completed</b>
03/15/16	FORM 700 - Follow up - JPA ADMIN follows up with FILER, prepares status report for CSURMA EC review at Long Range Planning meeting	Alliant Staff	Tevea Him	Completed
03/15/16	Quarterly Risk Management Report	Alliant Staff	Mimi Long	Completed
03/19/16	CSURMA Policies and Procedures (odd in odd years / even in even years)	Alliant Staff	Robert Leong	Completed
03/20/16	Forward slate of nominees to fill the open seats on the AORMA Committee	Alliant Staff	Mimi Long	Completed
03/31/16	Approval by BOD Resolution allowing Treasurer to invest or reinvest funds (annual approval required - see Res 01-15 BOD)	BOD and Alliant Staff	Tevea Him	Completed
03/31/16	Completion of the Form 700 – Statement of Economic Interest	BOD and Alliant Staff	Tevea Him	Completed
03/31/16	CSURMA Quarterly EPL Deductible Recoverys	Alliant Staff	Van Rin	Completed
<b>APRIL 2016</b>				
04/01/16	Campus Risk Pool Administrator verifies Campus Primary and Alternate representative remain in place by contacting campus representatives ( i.e. ensure no leave of absence, retirement, change in duties, etc.)	Alliant Staff	Tevea Him	Completed
04/01/16	FORM 700 - JPA ADMIN sends all forms received to FPPC for processing	Alliant Staff	Tevea Him	Completed
04/01/16	Send out ballot for AORMA Committee term beginning on July 1, 2016	Alliant Staff	Tevea Him	Completed
04/30/16	Workers' Compensation Scorecard - Receive report from Sedgwick and distribute	Alliant Staff / Sedgwick	Tevea Him	Completed
<b>MAY 2016</b>				
<b>05/02/16</b>	<b>AIME Committee Meeting</b>	<b>Alliant Staff</b>	<b>Stacey Weeks</b>	<b>Completed</b>
05/06/16	Receive back all AORMA Committee ballots for the term beginning on July 1, 2016	Alliant Staff	Tevea Him	Completed
<b>05/05/16</b>	<b>AORMA Committee Meeting</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	<b>Completed</b>
<b>05/05/16</b>	<b>CSURMA BOD NMO Meeting via Teleconference</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	<b>Completed</b>
<b>05/06/16</b>	<b>CSURMA EC Meeting</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	<b>Completed</b>
<b>05/06/16</b>	<b>CSURMA BOD Meeting</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	<b>Completed</b>
05/11/16	CSURMA Quarterly Investment Reschedule for EC Meeting	Alliant Staff	Tevea Him	Completed
05/15/16	FORM 700 - Follow up No. 1 - JPA ADMIN follows up with FILER	Alliant Staff	Tevea Him	Completed
05/30/16	Send out appointment letters to the newly appointed AORMA Standing Committee Chairs for the term beginning on July 1, 2016	AORMA Chair/Alliant Staff	Tevea Him	Completed
05/30/16	Send out appointment letters to the newly elected AORMA Committee members for the term beginning on July 1, 2016	AORMA Chair/Alliant Staff	Tevea Him	Completed
05/30/16	Send out appointment letters to the newly elected Executive Committee members for the term beginning on July 1, 2016	AORMA Chair/Alliant Staff	Tevea Him	Completed
05/30/16	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 3/31/16	Alliant Staff	Tevea Him	Completed
05/30/16	Update the AORMA Committee and Standing Committee Org Chart for the term beginning July 1, 2016	Alliant Staff	Tevea Him	Completed
05/30/16	Update the AORMA Committee and Standing Committee Roster for the term beginning July 1, 2016	Alliant Staff	Mimi Long	Completed
<b>JUNE 2016</b>				

## CSURMA AORMA SERVICE CALENDAR

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
06/01/16	AORMA Liability Program - Reinsurance Recovery (verify w/ Mauri)	Carl Warren	Mimi Long	Completed
06/01/16	FORM 700 - Follow up No. 2 - JPA ADMIN follows up with FILER	Alliant Staff	Tevea Him	Completed
<b>06/23/16</b>	<b>AORMA Program Committee Meeting (Teleconference)</b>	Alliant Staff	Mimi Long	<b>Completed</b>
06/30/16	CSURMA Quarterly EPL Deductible Recoverys	Alliant Staff	Van Rin	Completed
06/30/16	<i>Expiring Contract: Carl Warren &amp; Company - July 1, 2011 to June 30, 2016</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: CO Enterprise Accounting / Financial Services - July 1, 2015 to June 30, 2016</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: UC Office of Risk Services Performing Arts Center of Excellence - November 1, 2013 to June 30, 2017</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: A-G Administrator (AIME) - July 1, 2009 to June 30, 2017</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: Alliant Loss Control Services - July 1, 2014 to June 30, 2015</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: CO OGC / Legal - July 1, 2014 to June 30, 2015</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: CO Risk Management - July 1, 2014 to June 30, 2015</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: Praesidium - July 1, 2014 to June 30, 2015</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: Target Safety dba Target Solutions - July 1, 2012 to June 30, 2015</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: Employers Group - July 1, 2014 to June 30, 2017</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: Employers Risk - July 1, 2013 to June 30, 2018</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: HSR - July 1, 2015 to June 30, 2019</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: Agility - July 1, 2015 to June 30, 2016</i>	Alliant Staff	Mimi Long	Completed
06/30/16	<i>Expiring Contract: Sedgwick - July 1, 2013 to June 30, 2018</i>	Alliant Staff	Mimi Long	Completed
06/30/16	Government Compensation Report (request from CSU Accounting and post on CSURMA website)	Accounting	Tevea Him	No Action
06/30/16	Request COI from all vendor's contract	Alliant Staff	Hsan Htein	In Process
<b>JULY 2016</b>				
07/01/16	<i>Expiring Contract: Witt O'Brien's, LLC (formally Witt Group Holdings, LLC) - July 1, 2014 to July 1, 2016</i>	Alliant Staff	Mimi Long	Completed
07/01/16	Financial audit prep with KPMG	Alliant Staff / RM	Van Rin	Completed
07/01/16	Send to CSU Accounting the approved dividends and allocation of program costs for invoicing	Alliant Staff	Van Rin	Completed
07/04/16	Send out AORMA binder, insurance summary and invoice to all members	Alliant Staff	Van Rin	Completed
07/05/16	Request a review of the claims activity within the UIP – claims activity variations of more than 10% above or below pricing levels used will resulting in a pricing adjustment	Alliant Staff	Mimi Long	Completed
07/05/16	Request Workers' Compensation and Liability loss runs @ 6/30 – Forward to Actuary	Alliant Staff	Mimi Long	Completed
07/07/16	Request Liability (EPL check register) for minimum EPL deductible calculation for upcoming fiscal year	Alliant Staff	Tevea Him	Completed
07/14/16	FORM 700 - Follow up No. 1 - JPA ADMIN follows up with FILER	Alliant Staff	Tevea Him	Completed
07/15/16	Final FY Payroll - request from Chancellor's Office	Alliant Staff	Robert Leong	Completed
07/15/16	Process the Liability and Workers' Compensation dividend checks and forward to Alliant for distribution	CSU Accounting	Van Rin	Completed
<b>7/19-20/2016</b>	<b>AORMA Officers Retreat – San Francisco, CA</b>	<b>AORMA Officers</b>	<b>Mimi Long</b>	Completed
07/21/16	FORM 700 - Follow up No. 2 - JPA ADMIN follows up with FILER	Alliant Staff	Tevea Him	Completed

## CSURMA AORMA SERVICE CALENDAR

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
07/21/16	Upon receipt of loss data begin semi-annual loss charts for RM meeting in October and to be sent to members	Alliant Staff	Robert Leong	Completed
07/28/16	FORM 700 - FORMS DUE TO FPPC ON THIS DATE [ASSUMING/LEAVING]	Alliant Staff	Tevea Him	Completed
07/31/16	Actuarial Study - receive draft and forward to RM	Alliant Staff	Robert Leong	Completed
07/31/16	Campus Workers' Compensation Program Safety National Aggregate Stop Loss Report - Present to EC in Sept	Alliant Staff	Robert Leong	Completed
07/31/16	Distribute the Liability and Workers' Compensation dividend checks	Alliant Staff	Van Rin	Completed
07/31/16	Request final audited payroll from all Workers' Compensation program members for expired year	Alliant Staff	Hsan Htein	Completed
07/31/16	Survey legal counsel compensation and recommend to AORMA a fair and equitable maximum allowable hourly rate (every three years)	Liability TPA	Mimi Long	Completed
07/31/16	Workers' Compensation Scorecard - Receive report from Sedgwick and distribute	Alliant Staff / Sedgwick	Tevea Him	Completed
07/31/16	Appointment of the Campus Programs RPTG - Spring 2016 (FY 2017/2018)	Alliant Staff	Robert Leong	Completed
07/31/16	Appointment of the Student Insurance Programs RPTG - Spring 2017 (FY 2018/2019)	Alliant Staff	Robert Leong	No Action
<b>AUGUST</b>				
08/01/16	FORM 700 - JPA ADMIN sends entering and leaving office notices to AORMA FILERS who will be taking office on AORMA and Standing Committees	Alliant Staff	Tevea Him	Completed
08/01/16	Send out letter regarding Campus Appointment of CSURMA Board of Directors Members and Alternate	Alliant Staff	Tevea Him	Completed
08/01/16	Send out letter to regarding Claims Settlement Authority Annual Confirmation	Alliant Staff	Tevea Him	Completed
08/01/16	Send out letter to regarding Foreign Travel Authority Confirmation	Alliant Staff	Tevea Him/ Stacey Weeks	Completed
08/01/16	Completion of draft actuarial studies for Workers' Compensation and Liability programs	Actuary	Mimi Long	Completed
08/01/16	AOA EC Meeting: Send out AORMA Summary	Alliant Staff	Mimi Long	Completed
08/11/16	CSURMA Quarterly Investment Reschedule for EC Meeting	Alliant Staff	Tevea Him	Completed
08/15/16	AOA EC Meeting - San Diego	Alliant Staff	Mimi Long	Completed
08/31/16	Calculate additional premium or return premium for each Workers' Compensation program member based on the audited payroll	Alliant Staff	Mimi Long	Completed
08/31/16	Calculate each member's minimum EPL deductible for the upcoming program term	Alliant Staff	Mimi Long	Completed
08/31/16	Complete Target Surplus Funding Report	Alliant Staff	Mimi Long	Completed
08/31/16	Completion of Financial Audit	CSU Accounting	Mimi Long	Completed
08/31/16	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 6/30	Alliant Staff	Tevea Him	Completed
Begin Task	Completion of the Public Self-Insurer's Annual Report for CSURMA (must be filed with the state by Oct 1st.)	Alliant Staff	Mimi Long	Completed
Begin Task	AORMA Workers' Compensation Desk Audit	Alliant Staff	Mimi Long	Completed
<b>SEPTEMBER</b>				
09/01/16	AORMA Liability Program - Reinsurance Recovery (verify w/ Mauri)	Carl Warren	Mimi Long	
09/01/16	Stewardship Report	Alliant Staff	Mimi Long	Completed
09/07/16	<i>AORMA Long Range Plan meeting</i>	<i>Alliant Staff</i>	<i>Mimi Long</i>	<i>Completed</i>
09/07/16	<i>AORMA New Committee Member Orientation meeting</i>	<i>Alliant Staff</i>	<i>Mimi Long</i>	<i>Completed</i>

## CSURMA AORMA SERVICE CALENDAR

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
09/08/16	<i>AORMA Committee Meeting</i>	Alliant Staff	Mimi Long	Completed
09/13/16	<i>CAJPA Fall Conference and Training Seminar -South Lake Tahoe</i>	Alliant Staff	Mimi Long	Completed
09/14/16	CAJPA Standards review (2014 and every 3 years thereafter)	Alliant Staff	Mimi Long	No Action
09/15/16	Prepare invoices or checks for the Workers' Compensation payroll audit	CSU Accounting	Van Rin	In Process
09/15/16	Quarterly Risk Management Report for Systemwide Risk Management	Alliant Staff	Dan Howell	In Process
09/23/16	<i>CSURMA EC Meeting</i>	Alliant Staff	Mimi Long	Completed
09/23/16	<i>CSURMA EC Orientation Meeting</i>	Alliant Staff	Mimi Long	Completed
09/29/16	<i>AORMA Program Committee Meeting (Teleconference)</i>	Alliant Staff	Mimi Long	Completed
09/30/16	CSURMA Quarterly EPL Deductible Recoverys ending September 30 (Begin Task)	Alliant Staff	Van Rin	
09/30/16	Completion of the AORMA Committee (September Letter) updating all AORMA members on the funding and dividends approved for the upcoming fiscal year	Alliant Staff/AORMA Chair	Mimi Long	Completed
<b>OCTOBER</b>				
10/01/16	Request completion of the Liability application	Alliant Staff	Mimi Long	Completed
10/01/16	Request estimated Workers' Compensation payroll	Alliant Staff	Mimi Long	Completed
10/15/16	CSURMA Quarterly Investment Reschedule for EC Meeting	Alliant Staff	Tevea Him	Completed
10/15/16	Poll eligible AORMA Committee members to determine which members are willing to be nominated for the Vice Chair position	Nominations Committee	Mimi Long	Completed
10/17/16	<i>AIME Committee Meeting</i>	Alliant Staff	Stacey Weeks	Completed
10/20/16	<i>AORMA Committee Meeting</i>	Alliant Staff	Mimi Long	CANCELED
10/31/16	Create Government Compensation Report page on CSURMA website for public viewing	Alliant Staff	Tevea Him	
10/31/16	<i>Expiring Contract: Praesidium - October 31, 2015 to October 1, 2016</i>	Alliant Staff	Mimi Long	Completed
10/31/16	Government Compensation Report (request from CSU Accounting)	Accounting	Tevea Him	
10/31/16	Workers' Compensation Scorecard - Receive report from Sedgwick and distribute	Alliant Staff / Sedgwick	Tevea Him	
10/TBD/2016	<i>CSURMA BOD NMO Meeting via Teleconference</i>	Alliant Staff	Mimi Long	Completed
<b>NOVEMBER</b>				
11/01/16	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)	Alliant Staff	Tevea Him	Completed
11/02/16	<i>CSURMA BOD Meeting</i>	Alliant Staff	Mimi Long	Completed
11/02/16	<i>CSURMA EC Meeting</i>	Alliant Staff	Mimi Long	Completed
11/28/16	Campus Risk Pool Deductible - Confirm (every 3 years - 2014, 2017, 2020)	Alliant Staff	Robert Leong	
11/28/16	Send campus risk pool renewal budget (Budget)	Alliant Staff	Robert Leong	
11/28/16	Send campus risk pool renewal budget (Early Bird Renewal Letter)	Alliant Staff	Robert Leong	
11/30/16	Review volunteer losses within the Workers' Compensation program	Alliant Staff	Mimi Long	
11/30/16	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 9/30	Alliant Staff	Tevea Him	Completed
11/30/16	Research the single bond approach & report back at the September meeting	Alliant Staff	Rob Leong	In Process
<b>DECEMBER</b>				

## CSURMA AORMA SERVICE CALENDAR

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
12/01/16	2016 Vendor Survey - Review List of Vendors and Work on Recipients	Risk Management	Rebecca Skidmore	
<b>12/01/16</b>	<b>AORMA Committee Meeting</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	
12/01/16	AORMA Liability Program - Reinsurance Recovery (verify w/ Mauri)	Carl Warren	Mimi Long	
12/01/16	P & P Outlining Underwriting Guidelines for Granting Additional Insured Status	Alliant Staff	Dan Howell	
<b>12/02/16</b>	<b>CSURMA EC Meeting</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	<b>CANCELED</b>
<b>12/08/16</b>	<b>AORMA Program Committee Meeting</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	
12/15/16	FORM 700 - Campus Risk Pool Administrator sends revised Campus Primary and Alternate CSURMA BOD member listing to JPA ADMIN	Alliant Staff	Tevea Him	
12/15/16	Quarterly Risk Management Report for Systemwide Risk Management	Alliant Staff	Dan Howell	
12/30/16	Financial Audit - mail to Secretary of State and County Auditor	Alliant Staff/Accounting	Tevea Him	
12/31/16	CSURMA Quarterly EPL Deductible Recoverys	Alliant Staff	Van Rin	
<b>12/31/16</b>	<b>Expiring Contract: Alliant Insurance Services (Brokerage Agreement) - January 1, 2014 to December 31, 2015</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	
<b>12/31/16</b>	<b>Expiring Contract: Alliant Insurance Services (Program Admin Agreement) - January 1, 2014 to December 31, 2015</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	
<b>12/31/16</b>	<b>Expiring Contract: Enterprises Rent A Car - January 1, 2015 - December 31, 2015</b>	<b>Alliant Staff</b>	<b>Mimi Long</b>	