



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
AUXILIARY ORGANIZATION RISK MANAGEMENT ALLIANCE
WORKERS' COMPENSATION PROGRAM**

**MEMORANDUM OF COVERAGE
DECLARATIONS**

Memorandum Number: AORMA-WC-20 21

Item 1: Member

See the **Member** listing attached.

The AORMA Workers' Compensation Program agrees with the Named Member, in consideration of the payment of premium and in reliance upon statements in the Declarations and subject to the limits of liability, exclusions, conditions, and other terms of this memorandum, to provide the coverage as stated in this memorandum.

Item 2: Coverage Period

July 1, 2020 to July 1, 2021

Item 3: Form of Business:

Auxiliary Organization of the California State University as defined by the Education Code of the State of California

Item 4: Limit of Liability:

- 1. Workers' Compensation\$750,000 each accident or each employee for disease
- 2. Employers' Liability\$750,000 each accident or each employee for disease

This primary \$750,000 coverage layer is reinsured by Public Risk Innovation, Solutions, and Management (PRISM) Policy # PRISM-PE 20 EWC-147. Coverage excess of \$750,000 is written by Safety National Casualty Corporation (Policy # SP4060592).

Item 5: Deductible: None.

Item 6: Payroll Reporting and Adjusting Period: Annual.

Item 7: Loss Reporting:

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

E-mail: brian.montagnese@sedgwick.com
Tel: 916-852-2944
Fax: 916-851-8079

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


Authorized Signature

Item 1: Member

See the **Member** listing below.

No.	Campus	Auxiliary Organization
01-B	Bakersfield	California State University, Bakersfield Auxiliary for Sponsored Programs and Administration
02-A	Chancellor's Office	California State University Foundation
03-C	Channel Islands	CI University Auxiliary Services, Inc.
04-A	Chico	Associated Students of California State University, Chico
04-B	Chico	Chico State Enterprises
05-A	Dominguez Hills	Associated Students, California State University, Dominguez Hills
05-B	Dominguez Hills	California State University, Dominguez Hills Foundation
05-C	Dominguez Hills	Donald P. and Katherine B. Loker University Student Union, Incorporated
06-A	East Bay	Associated Students, Inc. of California State University East Bay
07-B	Fresno	California State University, Fresno Association, Inc.
07-F	Fresno	The California State University, Fresno Athletic Corporation
08-A	Fullerton	Associated Students, Inc., California State University, Fullerton
08-C	Fullerton	CSU Fullerton Auxiliary Services Corporation
09-A	Humboldt	Associated Students of Humboldt State University
09-C	Humboldt	Humboldt State University Center Board of Directors
09-D	Humboldt	Humboldt State University Sponsored Programs Foundation
10-A	Long Beach	Associated Students, California State University, Long Beach
10-B	Long Beach	California State University, Long Beach Research Foundation
10-D	Long Beach	Forty-Niner Shops, Inc.
11-B	Los Angeles	Cal State L.A. University Auxiliary Services, Inc.
11-C	Los Angeles	California State University, Los Angeles Foundation
11-D	Los Angeles	University-Student Union Board, California State University, Los Angeles
13-B	Monterey Bay	University Corporation at Monterey Bay
14-A	Northridge	Associated Students, California State University, Northridge, Inc.
14-D	Northridge	The University Corporation
14-E	Northridge	University Student Union of California State University, Northridge
15-A	Pomona	Associated Students Inc., California State Polytechnic University, Pomona
15-B	Pomona	The Cal Poly Pomona Foundation, Inc.
15-C	Pomona	The Cal Poly Pomona Philanthropic Foundation
16-A	Sacramento	Associated Students of California State University, Sacramento
16-B	Sacramento	Capital Public Radio, Inc.
16-D	Sacramento	University Enterprises, Inc.
17-A	San Bernardino	Associated Students, California State University, San Bernardino
17-C	San Bernardino	Santos Manuel Student Union of California State University, San Bernardino
17-D	San Bernardino	University Enterprises Corporation at CSUSB
18-A	San Diego	Associated Students, San Diego State University
18-B	San Diego	Aztec Shops, Ltd.
19-A	San Francisco	Associated Students of San Francisco State University
19-C	San Francisco	The University Corporation, San Francisco State
20-A	San Jose	Associated Students San Jose State University
20-B	San Jose	San Jose State University Research Foundation



No.	Campus	Auxiliary Organization
20-C	San Jose	Spartan Shops, Inc.
20-D	San Jose	The Student Union of San Jose State University
20-E	San Jose	The Tower Foundation of San Jose State University
21-A	San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo
21-B	San Luis Obispo	Cal Poly Corporation
22-C	San Marcos	California State University San Marcos Corporation
23-A	Sonoma	Associated Students of Sonoma State University
23-B	Sonoma	Sonoma State Enterprises, Inc.
23-C	Sonoma	Sonoma State University Foundation
24-A	Stanislaus	Associated Students Incorporated of California State University, Stanislaus
24-D	Stanislaus	University Student Center of California State University, Stanislaus

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
AUXILIARY ORGANIZATION RISK MANAGEMENT ALLIANCE
WORKERS' COMPENSATION PROGRAM**

**MEMORANDUM OF COVERAGE
COVERAGE AGREEMENT**

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

This Memorandum of Coverage is a contract between the AORMA WC and its Members which sets forth certain duties, responsibilities and obligations of each party. This Memorandum of Coverage is not an insurance policy or document, and is not necessarily subject to the particular rules of law which apply to an insurance policy or to interpretation of insurance policies or insurance related documents.”

INTRODUCTION

In return for the payment of the contribution and subject to all terms and conditions of this agreement, California State University Risk Management Authority AORMA WC agrees with you (the Member named in the Declarations) as follows:

GENERAL SECTION

A. THE AGREEMENT

This agreement includes the Declarations and all endorsements and schedules attached to it. It is a coverage agreement between you and us. The only agreements relating to this coverage are stated in this coverage agreement.

The terms of this agreement may not be changed or waived except by endorsement issued by us to be part of this agreement. You are responsible for notifying us immediately when the information contained in this agreement is no longer accurate for your operations.

This agreement, including the Declarations, endorsements and schedules attached to it, and Policies and Procedures included by reference, constitutes the coverage agreement. Except as otherwise provided herein, all terms used herein shall also be defined in the CSURMA Joint Powers Authority Agreement. All other provisions of the CSURMA Agreement not in conflict with this coverage agreement shall be applicable.

No condition, provision, agreement or understanding that is not stated, or included by reference, in this coverage agreement will affect any rights, duties or privileges in connection with this coverage agreement.

B. WHO IS COVERED

The Member named in the Declarations is covered for workers' compensation required by law to its employees, subject to the provisions of this agreement.

C. WORKERS' COMPENSATION LAW

Workers' compensation law means the Workers' Compensation Laws of the State of California (which include injury by both accident and disease). It includes any amendments to that law which are in effect during the coverage period. It does not include the provisions of any law that provide non-occupational disability benefits.

D. LOCATIONS

This agreement covers all of your workplaces in California unless you have other workers' compensation insurance or are self-insured for such workplaces.

E. WHO IS ELIGIBLE FOR BENEFITS

Your employees (or in the event of their death, their dependents) are eligible for benefits under this agreement, except that:

1. Employees who are covered for workers' compensation benefits on any other policy of insurance or self-insurance including but not limited to a comprehensive personal liability (CPL) insurance policy issued to you are not eligible for benefits under this policy; and
2. Employees who are excluded or exempted under the workers' compensation law are not eligible for benefits under this agreement unless they have been included on the Declarations or by endorsement.

PART ONE - WORKERS' COMPENSATION COVERAGE

A. HOW THIS COVERAGE APPLIES

This workers' compensation coverage applies to bodily injury by accident or bodily injury by disease, including resulting death, subject to the following conditions:

1. Bodily injury by accident must occur during the coverage period; and
2. Bodily injury by disease must be caused or aggravated by the conditions the employee's employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the coverage period.

B. WE WILL PAY

We will pay promptly when due to those eligible under this agreement all compensation required of you by the

Workers' Compensation Laws of the State of California.

C. WE WILL DEFEND

We have the right and duty to defend at our expense any claim, proceeding or suit against you for compensation payable by this coverage. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by this agreement, including specifically, a claim under Labor Code Section 132(a) (Nondiscrimination policy). We may, at your request, defend you against charges under Labor Code Section 4553 (Serious and willful misconduct).

D. WE WILL ALSO PAY

We will also pay these costs, in addition to other amounts payable under this coverage as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Contributions for bonds to release attachments and for appeal bonds in bond amounts up to twice the amount payable under this coverage;
3. Litigation costs taxed against you;
4. Interest on an award or judgment as required by law; and
5. Expenses we incur.

E. OTHER INSURANCE OR COVERAGES

We will not pay more than our share of benefits and costs covered by this agreement and other insurance or self-insurance. All shares will be equal until the loss is paid.

F. PAYMENTS YOU MUST MAKE

You are responsible for any payments not covered by this agreement, including, but not limited to, those required because:

1. Of your serious and willful misconduct;
2. You knowingly employ an employee in violation of law;
3. You fail to comply with a health or safety law or regulation;
4. You discharge, coerce or discriminate against any employee in violation of Labor Code Section 132(a) or any other law; or

5. Of injury to an employee under the minimum age specified in the workers' compensation law and illegally employed at the time of injury.

G. RECOVERY FROM OTHERS

We may enforce your rights, and the rights of persons entitled to the benefits of this coverage, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. STATUTORY PROVISIONS

These statements apply where they are required by law:

1. As between an injured worker and us, we have notice of injury when you have notice.
2. We are directly and primarily liable to any person entitled to the benefits payable by this coverage, subject to the provisions, conditions and limitations of this agreement;
3. Jurisdiction over you is jurisdiction over us for purposes of the workers' compensation law. We are bound by decisions against you under that law, subject to the provisions of this agreement that are not in conflict with that law;
4. Terms of this coverage that conflict with the workers' compensation insurance law are changed by this statement to conform to that law; and
5. Your employee has a first lien upon any amount which becomes owing to you by us on account of this agreement and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

Nothing in these paragraphs relieves you of your duties under this agreement.

PART TWO - EMPLOYER'S LIABILITY COVERAGE

A. HOW THIS COVERAGE APPLIES

This employer's liability coverage applies to bodily injury by accident or bodily injury by disease, including resulting death, subject to the following conditions:

1. The bodily injury must arise out of and in the course of the injured employee's employment by you;
2. The employment must be necessary or incidental to your work in the State of California;
3. Bodily injury by accident must occur during the coverage period;
4. Bodily injury by disease must be caused or aggravated by the conditions of the employee's

employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the coverage period; and

5. If you are sued, the suit and any related legal actions for damages for bodily injury by accident or by disease must be brought under the laws of the State of California.

B. WE WILL PAY

We will pay all sums you legally must pay as damages because of bodily injury to your employees eligible for benefits under this agreement, provided the bodily injury is covered by this employer's liability coverage.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence or bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment claimed against you in a capacity other than as employer.

C. EXCLUSIONS

This agreement does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages where coverage for such liability is prohibited by law or contrary to public policy;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you; or
6. Damages arising out of the discharge of, coercion of or discrimination against any employee in violation of law.

D. WE WILL DEFEND

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this coverage. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this coverage. We have no duty to defend or continue defending after we have paid our limit of liability under this coverage.

E. WE WILL ALSO PAY

We will also pay these costs, in addition to other amounts payable under this coverage, as part of any claim, proceeding or suit we defend;

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Contributions for bonds to release attachments and for appeal bonds in bond amounts up to twice the limit of our liability under this coverage;
3. Litigation costs taxed against you;
4. Interest on a judgement as required by law; and
5. Expenses we incur.

F. OTHER INSURANCE

We will not pay more than our share of damages and costs covered by this coverage and any other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self insurance will be equal until the loss is paid.

G. LIMIT OF LIABILITY

Our liability to pay for damages is limited. Our limit of liability is shown in the Declarations. It is the most we will pay for all damages covered by this agreement because of bodily injury to one or more employees in any one accident or occurrence, or series of accidents or occurrences, arising out of any one event.

We will not pay any claims for damages after we have paid the limit of our liability under this coverage as explained above.

H. RECOVERY FROM OTHERS

We may enforce your rights to recover our payment from anyone liable for an injury covered by this coverage. You will do everything necessary to protect those rights for us and to help us enforce them.

I. ACTIONS AGAINST US

There will be no right of action against us under this coverage unless;

1. You have complied with all the terms of this agreement; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This coverage does not give anyone the right to add us as a defendant in an action against you to determine your liability.

PART THREE - COVERAGE OUTSIDE OF CALIFORNIA

This coverage is identical to Part One (Workers' Compensation Coverage) of this agreement. It applies to your employees who are hired in California and are eligible for benefits under this agreement while they are working anywhere outside of California. The most we will pay for all damages covered by this agreement is limited to the provisions of the workers' compensation laws of the State of California.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Notify the Claims Administrator (our representative) at once if injury occurs that may be covered by this agreement. Your other duties are listed here:

1. Provide for immediate medical and other services required by the workers' compensation law.
2. Provide us or our representative the names and addresses of the injured persons and of witnesses, and other information we may need;
3. Promptly provide to us or our representative all notices, demands and legal papers related to the injury, claim, proceeding or suit;
4. Cooperate with us and our representative and assist, as may be requested by us or the representative, in the investigation, settlement or defense of any claim, proceeding or suit;
5. Do nothing after an injury occurs that would interfere with our right to recover from others; and
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - CONTRIBUTION

A. CONTRIBUTION

1. All contributions for this agreement will be determined by the California State University Risk Management Authority AORMA WC in accordance with Administrative Policy and Procedure W-1

Workers' Compensation Program Member Allocation Formula.

2. Remuneration and loss experience comprise the contribution basis. In addition to the loss experience the contribution basis includes payroll and all other remuneration paid or payable during the coverage period for the services of:
 - a. All your employees eligible for benefits under this agreement while engaged in work covered by this agreement; and
 - b. All other persons engaged in work that could make us liable under Part One (Worker's Compensation Coverage) of this agreement. If you do not have the payroll records for these persons, the contract price for their services and materials may be used as the contribution basis. This paragraph will not apply if you give us proof that the employers of these persons lawfully secured their workers' compensation obligations.

B. CONTRIBUTION PAYMENTS

You will pay all contributions when due.

C. FINAL CONTRIBUTION

The contribution shown on the Declarations and on the schedules and endorsements, if any, is an estimate. The final contribution will be determined after this agreement ends by using the actual, not the estimated cost basis. If the final contribution is more than the contribution you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final contribution will not be less than the minimum contribution for this agreement.

D. RECORDS

You will keep records of information needed to compute contribution. You will provide us with copies of those records when we ask for them.

E. AUDIT

We have the right to examine and audit all your records that relate to this agreement. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records and programs for storing and retrieving data. We may conduct the audits during regular business hours during the coverage period and within three years after the coverage period ends. Information developed by audit will be used to determine final contribution.

F. RATE CHANGES

This agreement is issued by us and accepted by you with the agreement that you will accept any adjustment or change in contribution or in the rates of contribution which may be promulgated under any rating plan approved by the California State University Risk Management Authority AORMA WC, and that the effective date of

any such adjustment or change shall be the effective date thereof fixed in accordance with the provisions of any such rating plan approved by the Auxiliary Organizations Risk Management Alliance (AORMA) Committee. Also, the rates used to determine the contribution are subject to adjustment or change during the term of the agreement if an adjustment or change in rates applicable to agreements in force is approved by the California State University Risk Management Authority AORMA WC, and that the effective date of any such adjustment or change shall be the date fixed by the AORMA Committee.

G. DIVIDENDS AND ASSESSMENTS

The California State University Risk Management Authority AORMA WC program in accordance with the Target Surplus Funding Policy will release or assess Members a dividend or assessment in accordance with the Dividend/Assessment Policy, as adopted by the AORMA Committee.

PART SIX - CONDITIONS

A. INSPECTION

We have the right, but are not obliged, to inspect your workplaces at any reasonable time. Our inspections relate to the workplaces and the contribution to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help to reduce losses, we do not undertake to perform the duty of any person to provide for the health and safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws regulations, codes or standards.

B. LONG TERM POLICY

If this agreement is written for a period longer than one year, all the provisions of this agreement shall apply separately to each consecutive twelve month period, or if the first or last period is less than twelve months, in the same manner as if a separate agreement had been written for each consecutive period. Until your policy terminates, your deposit contribution will be transferred to each consecutive coverage period to act as a deposit in the same manner as if a separate agreement had been written.

C. TRANSFER OF YOUR RIGHTS AND DUTIES

Your rights or duties under this agreement may not be transferred without our written consent and that of the Department of Industrial Relations.

D. OUR NOTICE TO YOU

Mailing documents that relate to this agreement to you at the mailing address shown in the Declarations will be sufficient to prove notice to you of that document.

E. CANCELLATION

You may withdraw as a party to this agreement and as a participant in the coverage provided you meet the requirements, as specified in the Joint Exercise of Powers Agreement and Bylaws.

If cancellation by California State University Risk Management Authority AORMA WC, or you is effective before the end of the coverage year, California State University Risk Management Authority AORMA WC will return to you the amount of any unearned contribution payment from you for the coverage year. Such amount will be computed on a pro-rata basis from the effective date of cancellation.