



THE CONNECTICUT STATE UNIVERSITY

P.O. Box 2008 • New Britain, Connecticut 06050 • (203) 827-7700

RESOLUTION

concerning


AN AGREEMENT BETWEEN

THE BOARD OF TRUSTEES FOR THE CONNECTICUT STATE UNIVERSITY
and
HOLLAND, CROWE & DRACHMAN, P.C.

May 4, 1984

- WHEREAS, The Board of Trustees for the Connecticut State University under statutory authority of Sections 10a-89 of the General Statutes has the responsibility to fix compensation of certain personnel needed to maintain and operate the institutions within its jurisdiction, and
- WHEREAS, The Trustees are mandated under Section 5-278(a)(3) of the General Statutes to exercise this responsibility within the collective bargaining process between the State of Connecticut and its employees, and
- WHEREAS, The Trustees require the services of a professional consultant in meeting this responsibility, be it
- RESOLVED, That the Board of Trustees for the Connecticut State University approves and accepts the terms of a document entitled, "Agreement between State of Connecticut Board of Trustees for the Connecticut State University and Holland, Crowe & Drachman, P.C." which covers the period July 1, 1984 through June 30, 1985.

A Certified True Copy:


James A. Frost
President

Central Connecticut State University • New Britain
Eastern Connecticut State University • Willimantic

Southern Connecticut State University • New Haven
Western Connecticut State University • Danbury

PERSONAL SERVICE AGREEMENT

STATE OF CONNECTICUT

CO-802A REV. 7/78
(Stock No. 6938-170-01)

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

Original Amendment

CONTRACTOR	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable) Holland, Crowe & Drachman, P.C. 185 Devonshire St., Boston, MA 02110									
STATE AGENCY	AGENCY NAME AND ADDRESS Board of Trustees for the Connecticut State University, P.O. Box 2008, New Britain, CT 06050							AGENCY NO. 7801	IDENTIFICATION NO. P.S.# 85-80	
CONTRACT PERIOD	FROM (Date) 7/1/84	THROUGH (Date) 6/30/85	INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. _____ <input checked="" type="checkbox"/> Neither							
CANCELLATION CLAUSE	This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)							Required No. of days written notice:		10 days
COMPLETE DESCRIPTION OF SERVICE (Include special provisions- Use additional blank sheets of same size if required)	CONTRACTOR AGREES TO Provide necessary services as professional consultant on labor relations matters. (See attached document entitled, "Agreement between State of Connecticut, Board of Trustees for the Connecticut State University and Holland, Crowe & Drachman, P.C." which becomes part of this contract by reference.)									
COST AND SCHEDULE OF PAYMENTS	PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES: Fees and out-of-pocket expenses will be billed monthly detailing costs: hours, fees, travel time, hours at meetings and on phone. Total payment not to exceed \$25,000 for the contract period.									
STATE USE ONLY	STATUTORY AUTHORITY General Statutes Sec. 10a-89 and 5-278(a)(3)	ACCTG. CLASS TO WHICH CHARGED	YEAR 84-85	FUND 0	AGENCY 7801	SP. ID. 002	FUNC. 6	ACTIVITY 9	CHAR. & OBJ. Major 2	Minor 23
EXECUTIVE ORDERS	This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.									
NON-DISCRIMINATION CLAUSE	The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.									
INSURANCE	The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.									
STATE LIABILITY	The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.									
ACCEPTED	CONTRACTOR (Owner or authorized) <i>[Signature]</i>				TITLE Pro		DATE 4/19/84			
	AGENCY (Authorized Official) <i>[Signature]</i>				TITLE President		DATE May 9 1984			
APPROVALS DEPUTY	SIGNED (Office of Policy & Mgmt. / Dept. of Admin. Services) <i>[Signature]</i>				TITLE SECRETARY - OPM		DATE JUN 6 1984			
	ATTORNEY GENERAL (As to form) <i>[Signature]</i>						DATE JUN 19 1984			
DISTRIBUTION	ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller									

AGREEMENT BETWEEN
STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR THE
CONNECTICUT STATE UNIVERSITY

AND

HOLLAND, CROWE & DRACHMAN, P.C.

This agreement, by and between the State of Connecticut, Board of Trustees for the Connecticut State University, hereinafter referred to as the Board, and Holland, Crowe & Drachman, P.C., 185 Devonshire Street, Boston, Massachusetts, hereinafter referred to as the consultant, under statutory authority of Sections 10a-89 and 5-278(a)(3) of the General Statutes, Witnesseth: The said Board hereby engages Holland, Crowe & Drachman, P.C. as its labor relations consultant to provide the following services, as may be requested:

- general advice on labor relations;
- work with the President of the University, his staff and management officials at the affiliated universities to develop a labor relations capability in labor contract administration;
- advice on strategy and tactics in the negotiation of the successor collective bargaining agreements;
- train and instruct Board representatives in preparing and presenting arbitration cases to arbitrators, and, where requested, represent the Board in arbitration proceedings;
- represent the Board in proceedings before the State Labor Relations Board;
- such other services as may be from time to time required by the Board of Trustees or the Board's staff.

The consultant will provide these services through Allan W. Drachman, Naomi R. Stonberg or any other firm member acceptable to the Board.

The Board agrees to pay for the services of the consultant in accordance with the following schedule:

- a) Eighty-five dollars (\$85) per hour for Allan W. Drachman, Naomi R. Stonberg or other senior member; and
- b) Eighty dollars (\$80) per hour for an associate member;
- c) Reasonable out-of-pocket expenses.

Fees and expenses will be billed monthly detailing expenses; hours, fees, travel time, hours at meetings and on phone.

Incidental service to the Board of Trustees, which shall mean attendance at meetings of the liaison committee and/or consultant with the Secretary of the Office of Policy and Management or his designee concerning fiscal aspects of the Connecticut State University negotiations shall not be billed to the Board of Trustees.

It is understood that the Attorney General of the State of Connecticut or members of his staff will represent the State in any legal proceeding before any State or Federal Court arising from labor relations activities.

This agreement covers the period July 1, 1984 through June 30, 1985 unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed twenty-five thousand dollars (\$25,000).

No member of the consultant firm is a current or retired employee of the State of Connecticut.

I, Robert E. Holland, Clerk of Holland, Crowe & Drachman, P.C., a Massachusetts corporation, do hereby certify I am the duly elected Clerk of said corporation and that the following is a true and correct copy of the corporate resolution voted at a meeting of the Board of Directors on May 23, 1983.

RESOLVES: That Allan W. Drachman, President of the corporation, is hereby authorized to sign the Agreement with the Board of Trustees for the Connecticut State University, State of Connecticut.

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended or repealed and is now in full force and effect.

Witness my hand and seal this ^{9th} day of ^{April}, 1984.


Robert E. Holland



RECEIVED
APR 13 1984
THE CONNECTICUT
STATE UNIVERSITY

MAY 11 2 50 PM '84
STATE
UNIVERSITY



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