

See 87-54



THE CONNECTICUT STATE UNIVERSITY

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

RESOLUTION

concerning

THE BOARD OF TRUSTEES FOR THE CONNECTICUT STATE UNIVERSITY
and
NAOMI R. STONBERG, ATTORNEY AT LAW

June 6, 1986

WHEREAS, The Board of Trustees for the Connecticut State University under statutory authority of Section 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 Connecticut State University and its employees, and

WHEREAS, The Trustees require the services of a professional consultant in labor law familiar with Connecticut State University 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 Naomi R. Stonberg, Attorney at Law," which covers the period July 1, 1986 through June 30, 1987.

A Certified True Copy:



Dallas K. Beal
President

PERSONAL SERVICE AGREEMENT

STATE OF CONNECTICUT

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

Original Amendment

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.

TRACTOR	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable) Naomi R. Stonberg, Attorney at Law, 1661 Worcester Rd., Framingham, MA 01701										
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.#		
	CONTRACT PERIOD		FROM (Date) 7/1/86		THROUGH (Date) 6/30/87		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	
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 Naomi R. Stonberg, Attorney at Law," 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 \$47,000 for the contract period. (\$12,000 included for binding interest arbitration only if required.)										
STATE USE ONLY	STATUTORY AUTHORITY	ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	FUNC.	ACTIVITY	CHAR. Major	OBJ. Minor	
	General Statutes Sec. 10a-89 and 5-278(a) (3)		86-87	1163	7801	002	6	9	2	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)				TITLE				DATE		
	<i>Naomi R. Stonberg</i>				Attorney at Law				May 16, 1986		
APPROVALS	AGENCY (Authorized Official)				TITLE				DATE		
	<i>William Beal</i>				President, Connecticut State University				June 6, 1986		
APPROVALS	SIGNED (Office of Policy & Mgmt./Dept. of Admin. Services)				TITLE				DATE		
	<i>William Beal</i>				Depatt Gen				7/10/86		
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

NAOMI R. STONBERG
ATTORNEY AT LAW

This agreement, by and between the State of Connecticut, Board of Trustees for the Connecticut State University, hereinafter referred to as the Board, and Naomi R. Stonberg, Attorney at Law, 1661 Worcester Road, Framingham, 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 Naomi R. Stonberg 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 Board agrees to pay for the services of the consultant in accordance with the following schedule:

- a) Ninety-five dollars (\$95) per hour; and
- b) Reasonable out-of-pocket expenses.

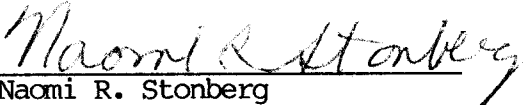
Fees and expenses will be billed monthly detailing expenses: hours, fees, travel time, hours at meetings and on phone.

Incidental service to the Board of Trustees, which shall mean attendance at meetings of the liaison committee and/or consulting 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, 1986 through June 30, 1987 unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed thirty-five thousand dollars (\$35,000) with contingency of an additional twelve thousand dollars (\$12,000) if the consultant represents the Board in binding interest arbitration.

The consultant is not a current or retired employees of the State of Connecticut.


Naomi R. Stonberg