



STATE OF CONNECTICUT

BOARD OF TRUSTEES

FOR THE STATE COLLEGES

P. O. BOX 2008

NEW BRITAIN, CONNECTICUT 06050

TEL. NEW BRITAIN: 203-~~209-6677~~ ⁸²⁷⁻⁷⁷⁰⁰ ~~203-666-7379~~

RESOLUTION

concerning


AN AGREEMENT BETWEEN

THE BOARD OF TRUSTEES FOR THE CONNECTICUT STATE COLLEGES
AND
ALLAN W. DRACHMAN, P.C.

July 17, 1981

- WHEREAS, The Board of Trustees for the Connecticut State Colleges under statutory authority of Section 10-109b 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 faculty and professional 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 Colleges approves and accepts the terms of a document entitled, "Agreement between State of Connecticut Board of Trustees for State Colleges and Allan W. Drachman, P.C." which covers the period July 1, 1981 to June 30, 1982.

A Certified True Copy:


James A. Frost
Executive Director

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) Allan W. Drachman, P.C., 185 Devonshire St., Boston, Mass.										
STATE AGENCY	AGENCY NAME AND ADDRESS Board of Trustees for State Colleges - New Britain, CT 06050							AGENCY NO. 7801	IDENTIFICATION NO. P.S.# 82-45	
CONTRACT PERIOD	FROM (Date) 7/1/81		THROUGH (Date) 6/30/82		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 State Colleges and Allan W. 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 expenses will be billed monthly detailing expenses; hours, fees, travel time, hours at meetings and on phone. Payments not to exceed \$20,000.									
STATE USE ONLY	STATUTORY AUTHORITY General Statutes Sec. 10-109B & 5-278(a)(3)	ACCTG. TO WHICH CHARGED	YEAR 81-82	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>Allan W. Drachman</i>				TITLE <i>President</i>			DATE 6/17/81		
APPROVALS	AGENCY (Authorized Official) <i>James A. Frost</i>				TITLE James A. Frost, Executive Director			DATE 6/23/81		
APPROVALS	SIGNED (Office of Policy & Mgmt./Dept. of Admin. Services) <i>J. William Brown</i>				TITLE DEP. SECRETARY			DATE JUL 6 1981		
APPROVALS	ATTORNEY GENERAL (As to form) <i>[Signature]</i>							DATE JUL 31 1981		
DISTRIBUTION	ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller									

PERSONAL SERVICE AGREEMENT

CO-802A REV. 7/78 (Back)

DATE	TOTAL LIABILITY	PERIODIC PAYMENT

DATE	LIST NO.	AMOUNT COMMITTED	AMOUNT PAID	UNLIQUIDATED BALANCE	DATE	LIST NO.	AMOUNT COMMITTED	AMOUNT PAID	UNLIQUIDATED BALANCE

NOV 18 9 23 AM '81
OFFICE OF POLICY AND MANAGEMENT

AGREEMENT BETWEEN
STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR STATE COLLEGES

AND

ALLAN W. DRACHMAN, P.C.

This agreement, by and between the State of Connecticut, Board of Trustees for State Colleges, hereinafter referred to as the Board, and Allan W. Drachman, P.C., 185 Devonshire Street, Boston, Massachusetts, hereinafter referred to as the consultant, under statutory authority of Sections 10-109b and 5-278(a)(3) of the General Statutes, Witnesseth: The said Board hereby engages Allan W. 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 Chief Executive Officer, his staff and management officials at the affiliated colleges 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 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 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 or other senior member; and
- b) Eighty dollars (\$80) per hour for Naomi Stonberg or other 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 consultation with the Secretary of the Office of Policy and Management or his designee concerning fiscal aspects of State College negotiations, shall not be billed to the Board of Trustees.

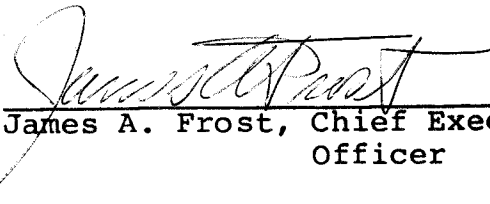
It is understood that the Attorney General of the State of Connecticut or members of his staff will represent the State in any legal proceeding before any State or Federal Court arising from labor relations activities.

This agreement covers the period July 1, 1981 to June 30, 1982 unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed twenty thousand dollars (\$20,000).

No member of the consultant firm is a State employee.

BOARD OF TRUSTEES FOR STATE COLLEGES

Date June 23, 1981

by 
James A. Frost, Chief Executive Officer

Date _____

by _____
Chairman

ALLAN W. DRACHMAN, P.C.

Date June 17, 1981

by 
Allan W. Drachman

APPROVED BY:

APPROVED AS TO FORM:

Deputy Secretary,
Office of Policy and Management

Attorney General

Date _____

Date _____

I, Doris I. Esposito, Clerk of Allan W. 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 August 19, 1980:

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

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

Witness my hand and seal this 17th day of June, 1981.


Doris I. Esposito