



STATE OF CONNECTICUT

BOARD OF TRUSTEES

FOR THE STATE COLLEGES

P. O. BOX 2008

NEW BRITAIN, CONNECTICUT 06050

TEL. NEW BRITAIN: 203-229-1607

TEL. HARTFORD: 203-566-7373

AUTHORIZING RESOLUTION

concerning


LEGAL COUNSEL

CONNELLY vs BROWNE, et al

March 7, 1980

- WHEREAS, An Eastern Connecticut State College faculty member has recently filed suit alleging that four fellow faculty members: Robert Browne, Thomas P. Anderson, Jay Cobbledick, and Leon Sarin have acted in defamation of his professional status, and
- WHEREAS, The Attorney General has informed the Board of Trustees for the Connecticut State Colleges that in preparation of his defense of the four faculty members he has discovered a conflict which ethically prevents him from further defending the individuals, and
- WHEREAS, The members merit defense under the statutes the Attorney General recommends that the Board of Trustees obligate itself to provide private counsel to represent the four faculty members, now therefore, be it
- RESOLVED, That the Board of Trustees hereby authorizes the Attorney General to retain private counsel as necessary to defend the faculty members named in Connelly vs Browne, et al, and be it further
- RESOLVED, That the expense for this legal counsel be paid out of funds budgeted to Eastern Connecticut State College.

A Certified True Copy:



 James A. Frost
 Executive Director

Interdepartment Message

STO-201 REV. 7/78 STATE OF CONNECTICUT
(Stock No. 6938-051-01)

SAVE TIME: *Handwritten messages are acceptable.*

Use carbon if you really need a copy. If typewritten, ignore faint lines.

13
2/19/80
PERC 2/27/80

To	NAME Clinton Ritchie	TITLE Director	DATE February 15, 1980
	AGENCY Bd. of Trustees/St. Colleges	ADDRESS P. O. Box 2008, New Britain 06050	
From	NAME Charles A. Overend	TITLE Asst. Atty. General	TELEPHONE 4990
	AGENCY Attorney General	ADDRESS 30 Trinity Street, Hartford	
SUBJECT CONNELLY v. BROWN, et al			

As you are aware, the Attorney General entered his appearance for the four defendants in the above-captioned matter in their individual capacities.

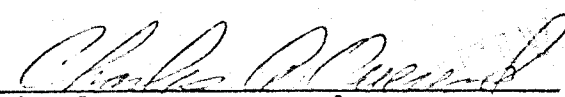
Subsequent to said appearance interviews of the defendants were conducted. During the interviews information was disclosed which forces us to conclude that, for ethical reasons, we may not represent all of the defendants. Having been privy to the disclosures at a time when we were representing all of the defendants, we must now totally withdraw our appearance in the case.

It is to be noted that neither the information obtained during the course of our representation, nor our subsequent withdrawal, is to be construed as comment upon the appropriateness of the actions of the defendants. To the contrary, it is still our firm opinion that their actions were the result of a good faith effort to properly discharge the duties of their office.

Accordingly, it is recommended that the Board obligate itself to provide private counsel at its expense.

Unfortunately, further discussion concerning the specific disclosures upon which we premised our conclusion would be improper. This is so because the disclosures were made during the course of our representation of the four defendants in their individual capacities. Accordingly, the information is the subject of an attorney/client privilege.

Since time is of the essence, please respond promptly to our recommendation. If you adopt our recommendation, the Attorney General will retain private counsel on behalf of the defendants. We anticipate that it will be necessary to provide one attorney for each of two defendants.


Charles A. Overend

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CAO:mcp

PERSONAL SERVICE AGREEMENT

EO-802A REV. 11/77

STATE OF CONNECTICUT

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)
 Frauenglass, Brown & Painsiris, Financial Plaza, Hartford, Conn.

STATE AGENCY AGENCY NAME AND ADDRESS AGENCY NO. IDENTIFICATION NO.
 Attorney General's Office, 30 Trinity St., Htfd. 1501 P.S.#

CONTRACT PERIOD FROM (Date) THROUGH (Date) INDICATE
 3/1/80 undetermined Master Agreement Contract Award No. 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: 14

COMPLETE DESCRIPTION OF SERVICE (Include special provisions- Use additional blank sheets of same size if required)
 CONTRACTOR AGREES TO
 With respect to litigation presently pending in the Superior Court, State of Connecticut, Judicial District of Tolland; Frank Connelly v. Robert Brown, et al, contractor agrees to render reasonable and necessary legal services on behalf of the following named defendants only:
 1. Robert Browne
 2. Thomas P. Anderson

COST AND SCHEDULE OF PAYMENTS PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES:
 \$50.00/hr. for legal services rendered. Reimbursement for all litigation related disbursements. Itemized invoices to be submitted on a bi-monthly basis.

STATE USE ONLY	STATUTORY AUTHORITY	ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	FUNC.	ACTIVITY	CHAR. & OBJ. Major	Minor
	3-125 C.G.S.									

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 in 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 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. *Mental Retardation (PA78-14

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
 [Signature] Attorney P.S. Support 3-28-81
 AGENCY (Authorized Official) TITLE DATE
 [Signature] Carl R. Ajello Attorney General 4/3/81

APPROVALS SIGNED (Att. Gen./Policy & Mgmt./Dep. Admin. Services) TITLE DATE
 [Signature] Deputy MAY 2 1980
 ATTORNEY GENERAL (As to form) DATE
 [Signature] MAY 3 1980

DISTRIBUTION ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller

State of Connecticut



Tel.: (203) 566-5958

RECEIVED

MAY 8 1980

BOARD OF TRUSTEES
FOR THE STATE COLLEGES

Office of The Attorney General
30 TRINITY STREET
HARTFORD 06115

May 7, 1980

*Mr. Jackson
JEP
12 May 80*

Richard Brown, Esq.
Frauenglass, Brown & Paindiris
One Financial Plaza
Hartford, Connecticut 06103

Re: Frank Connelly v. Robert Browne, et al

Dear Dick:

Enclosed for your records please find a fully executed and approved copy of our personal service agreement with respect to the above entitled matter.

Very truly yours,

Carl R. Ajello
Attorney General

By:

Donald M. Longley
Assistant Attorney General

DML:amp

Encl.

cc: Board of Trustees for the State Colleges