



# THE CONNECTICUT STATE UNIVERSITY

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

Office of the President

RESOLUTION

concerning

AMENDMENT TO THE AGREEMENT BETWEEN

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


March 7, 1986

RESOLVED, That the Agreement with Holland, Crowe & Drachman, P.C. and the Board of Trustees for the Connecticut State University covering the period from July 1, 1985 through June 30, 1986, as approved by the Board of Trustees in Resolution BR#85-55, dated April 12, 1985, be amended as follows:

From: Payments not to exceed \$25,000

To: Payments not to exceed \$55,000

A Certified True Copy:

  
L. J. Davidson  
Chairperson

**CONTRACT/LEASE FACE SHEET**

**OFFICE OF POLICY AND MANAGEMENT**

8-204 REV. 7-78

DEPARTMENT Connecticut State University	DIVISION	DATE 2/7/86
CONTACT PERSON David C. Newton	TITLE Vice President for Personnel	

<b>DESCRIPTION OF CONTRACT OR LEASE</b>	CONTRACTOR OR LESSOR Holland, Crowe & Drachman, P.C.				
	IS CONTRACTOR A CURRENT OR RETIRED STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If current, attach statement from agency head attesting to his/her availability)			CONTRACT OR LEASE PERIOD: FROM 07/01/85 TO 06/30/86	
	TYPE OF CONTRACT OR LEASE <input checked="" type="checkbox"/> AMENDMENT OF EXISTING CONTRACT/LEASE <input type="checkbox"/> RENEWAL <input type="checkbox"/> NEW				
	<i>Complete below where applicable</i>				
	FREQUENCY:	<input type="checkbox"/> HOURS <input type="checkbox"/> VISITS (length) <input type="checkbox"/> OTHER (Specify)	THIS CONTRACT OR LEASE	PRIOR CONTRACT OR LEASE	DIFFERENCE
	RATE:	IF CONTRACT <input checked="" type="checkbox"/> PER HOUR <input type="checkbox"/> PER VISIT <input type="checkbox"/> OTHER (Specify)	\$95 Sr. Member \$90 Assoc.	\$95 \$90	-0- -0-
	FUNDING:	IF LEASE <input type="checkbox"/> PER SQUARE FOOT <input type="checkbox"/> OTHER (Specify)	\$		
	General		\$		
	Other:		\$		
	<b>TOTAL COST</b>		<b>\$ 55,000</b>	<b>25,000</b>	<b>30,000</b>

<b>EXPLANATION OF COST INCREASE (if applicable)</b>	<p>IS THIS CONTRACT/LEASE "RETRO-ACTIVE"? (If Yes, attach explanation)</p> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Because of unforeseeable legal problems arising within the bargaining units under jurisdiction of the Board, the amount of the contract will not be sufficient for our anticipated needs for the balance of the fiscal year.	

<b>REASON FOR CONTRACT OR LEASE</b>	To provide required services as a labor relations consultant on Collective Bargaining to the Board of Trustees for Connecticut State University
-------------------------------------	---

<b>PROPOSALS OR BIDS</b>	<p>ARE THESE SERVICES OBTAINABLE THROUGH OTHER STATE AGENCIES? (If YES, explain why not being utilized)</p> <input type="checkbox"/> YES <input type="checkbox"/> NO
	<p>WERE COMPETITIVE BIDS OR ALTERNATIVE PROPOSALS SOUGHT? (If YES, briefly summarize on an attached sheet; If NO, explain why not)</p> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <span style="float: right;">Continuing labor counsel.</span>

<b>For Use of Office of Policy and Management Only</b>			
ARE FUNDS AVAILABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IS THERE A NEED FOR SERVICE/LEASE? <input type="checkbox"/> YES <input type="checkbox"/> NO	MANAGEMENT DIVISION IF APPLICABLE <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See attached	
		BUDGET DIVISION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See attached	

<b>ANALYST RECOMMENDATION</b>	
-------------------------------	--

ANALYST	DATE	CHIEF	DATE	ASST. BUDGET DIRECTOR	DATE
---------	------	-------	------	-----------------------	------

AMENDMENT TO AGREEMENT  
BETWEEN  
STATE OF CONNECTICUT  
BOARD OF TRUSTEES FOR CONNECTICUT STATE UNIVERSITY  
AND  
HOLLAND, CROWE & DRACHMAN, P.C.  
January 1986


The Agreement with Holland, Crowe & Drachman, P.C. covering the period July 1, 1985 through June 30, 1986, as approved by the Board of Trustees for the Connecticut State University in Resolution dated April 12, 1985, is amended as follows:

From: Payments are not to exceed twenty-five thousand dollars (\$25,000)

To: Payments are not to exceed fifty-five thousand dollars (\$55,000)

BOARD OF TRUSTEES FOR  
CONNECTICUT STATE UNIVERSITY

Date 2/7/86

  
Dallas K. Beal, President

L. J. Davidson, Chairperson

HOLLAND, CROWE & DRACHMAN, P.C.

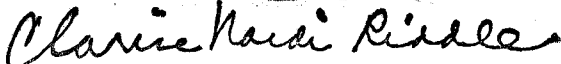
Date 2/13/86

  
Allan W. Drachman

APPROVED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary, Office of  
Policy and Management

  
DEPUTY Attorney General

Date: \_\_\_\_\_

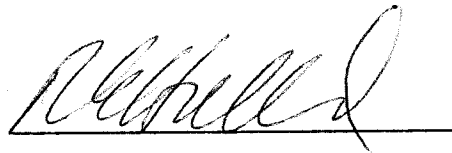
Date: MAR 24 1986

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 22, 1984 .

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 February 3, 1986 .

A handwritten signature in cursive script, appearing to read "R. E. Holland", is written over a horizontal line.

Robert E. Holland



# 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.

APRIL 12, 1985

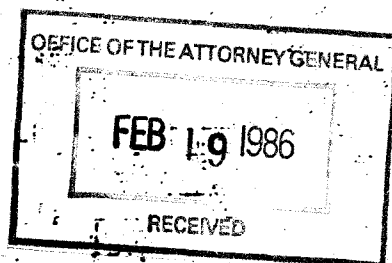
**WHEREAS,** The Board of Trustees for the Connecticut State University under statutory authority of Sections 10a-89 of the General Statutes has the responsibility to fix compensation of certain personnel needed to maintain and operate the institutions within its jurisdiction, and

**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, 1985 through June 30, 1986.

A Certified True Copy:



*James A. Frost*  
James A. Frost  
President

**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

<b>TRACTOR</b>	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable) Holland, Crowe & Drachman, P.C., 185 Devonshire St., Boston, MA 02110		
<b>STATE AGENCY</b>	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.# 32-42
<b>CONTRACT PERIOD</b>	FROM (Date) 7/1/85	THROUGH (Date) 6/30/86	INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither
<b>CANCELLATION CLAUSE</b>	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 day

**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.)

**COMPLETE DESCRIPTION OF SERVICE**  
(Include special provisions- Use additional blank sheets of same size if required)

**RECEIVED**  
APR 8 1985  
THE CONNECTICUT STATE UNIVERSITY

**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	ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	PUNC.	ACTIVITY	CHAR. & OBJ. Major	Minor
	General Statutes Sec. 10a-89 and 5-278(a) (3)		85-86	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 some 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.

<b>ACCEPTED</b>	CONTRACTOR (Owner or authorized) <i>[Signature]</i>	TITLE President	DATE 4-2-85
	AGENCY (Authorized Official) <i>[Signature]</i>	TITLE President, Connecticut State University	DATE 4/15/85
<b>APPROVALS</b>	SIGNED (Office of Policy & Mgmt./Dept. of Adm. Services) EXEMPTED PER OPM DIRECTIVE	TITLE	DATE
	DEPUTY ATTORNEY GENERAL (A. 18116) <i>[Signature]</i>		JUN 24 1985

**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) Ninety-five dollars (\$95) per hour for Allan W. Drachman, Naomi R. Stonberg or other senior member; and
- b) Ninety dollars (\$90) 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, 1985 through June 30, 1986 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 22, 1984.

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 2nd day of April, 1985.

  
Robert E. Holland