


CSU

THE CONNECTICUT STATE UNIVERSITY

P.O. Box 2008 • New Britain, Connecticut 06050 • (203) 827-7701

RESOLUTION

concerning

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

APRIL 3, 1987


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, 1987 through June 30, 1988.

A Certified True Copy:



Dallas K. Beal
President

RATIONALE

During the past year Connecticut State University has continued development of managerial expertise in labor relations.

We rely upon Attorney Naomi R. Stonberg for legal and labor relations advice when breadth of background or interpretation of the law is crucial for informed decision making at the managerial level or when litigation is certain to follow an arbitration case(s).

The proposed level of expenditure of \$25,000 is substantially lower than the current authorized level of \$47,000 and certainly represents a minimal level of expenditure for labor counsel in a unionized university system with a budget approaching \$100,000,000.

Attorney Stonberg's legal skill complements the expertise available from the Office of Attorney General.

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, 40 Grove Street, Wellesley, 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 as required;
- cooperate with Board representatives in preparing and presenting arbitration cases to arbitrators, and, where requested, represent the Board in arbitration proceedings;
- cooperate with Board representative 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.

-2-

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, 1987 through June 30, 1988 unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed twenty-five thousand dollars (\$25,000).

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



Naomi R. Stonberg

Prepare in quintuplicate.

The State agency and the contractor as listed below hereby enter into an agreement subject to the terms and conditions stated herein and/or attached hereto and subject to the provisions of Section 4-98 of the Connecticut General Statutes as applicable.

(1) Original Amendment

CONTRACTOR	(2) NAME AND ADDRESS OF CONTRACTOR (Include FEIN/SSN) Naomi R. Stonberg, Attorney at Law 40 Grove Street, Wellesley, MA 02181	(3) Are you presently a state employee? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
STATE AGENCY	(4) AGENCY NAME AND ADDRESS Board of Trustees for the Connecticut State University, P.O. Box 2008, New Britain, CT 06050	(5) AGENCY NO. 7801 (6) IDENTIFICATION NO. P.S. # 88-20
CONTRACT PERIOD	(7) FROM (Date) 7/1/87 THROUGH (Date) 6/30/88	(8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither
CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled by the State agency by giving the contractor written notice of such intention (required days notice specified at right.)	
TERMS AND CONDITIONS	Acceptance of this contract implies conformance with conditions stated on the reverse side of this form.	

(10) 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.)

(9) Required No. of days written notice: **10 days**

(11) 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.

(12) ACT. CD.	(13) DOC. TYP.	(14) COM. TYP.	(15) LSE. IND.	(16) AGENCY NUMBER	(17) DOCUMENT NUMBER	(18) COMMITMENT NUMBER	(19) VENDOR FEIN/SSN
A	PS			7801			025 36 3628

(20) COMMITTED AMOUNT	(21) OBLIGATED AMOUNT	(22) CONTRACT PERIOD
\$25,000	\$25,000	FROM 7/1/87 TO 6/30/88

(23) ACT. CD.	(24) LINE NO.	(25) COMMITTED AMOUNT	(26) AGENCY	(27) COST CENTER		(28) OBJECT	(29) AGENCY TAIL		(30) EXTENSION	(31) F.Y.
				FUND	SID		(29A) FUNCTION	(29B) ACTIVITY		
A	1	\$25,000	7801	1163	002	02230	8069	9683		88

STATUTORY AUTHORITY (32) **General Statutes Sec. 10a-89 and 5-278(a) (3)**

ACCEPTANCES AND APPROVALS	(33) CONTRACTOR (Owner or authorized) <i>Naomi R. Stonberg</i>	TITLE Attorney at Law	DATE 3/13/87
	(34) AGENCY (Authorized Official) <i>John Beal</i>	TITLE President, Connecticut State University	DATE 4/7/87
	(35) OFFICE OF POLICY & MGMT (Dept. of Admin. Services) EXEMPTED PER OPM DIRECTIVE	TITLE	DATE
	(36) ATTORNEY GENERAL (Approved as to form) <i>John Beal</i>	Dep att Gen	DATE 6/22/87

PERSONAL SERVICE AGREEMENT-POSTING LOG

CO-802A REV. 886 (BACKER)

(37) TOTAL OBLIGATION	(38) PERIODIC PAYMENT

(39) DATE	(40) DOC. TYPE	(41) DOCUMENT NUMBER	(42) AMOUNT + OR -	(43) BATCH NUMBER	(44) DOC. TYPE	(45) DOCUMENT NUMBER	(46) AMOUNT + OR -	(47) UNLIQUIDATED BALANCE	(48) INIT.

EXECUTIVE ORDERS	This contract is subject to the provisions of Executive Order No. Three 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. Three, 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. Three 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. Three, 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. Seventeen 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. Seventeen 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. Seventeen 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	<i>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. If the contract is for a public works project, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor 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 this section and section 46a-56. For the purposes of this section, "minority business enterprise" means any subcontractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n.</i>
INSURANCE	The contractor agrees that while performing services specified in this agreement that he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.
STATE LIABILITY	The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

State of Connecticut

CLARINE NARDI RIDDLE
DEPUTY ATTORNEY GENERAL



Office of The Attorney General

30 TRINITY STREET
HARTFORD, CONNECTICUT 06106
TELEPHONE (203) 566-3747

RECEIVED

JUN 26 1987

CONNECTICUT
STATE UNIVERSITY

June 22, 1987

Naomi R. Stonberg
Attorney at Law
40 Grove Street
Wellesley, MA 02181

Dear Ms. Stonberg:

The contract between you and the Board of Trustees for the Connecticut State University has been approved by me. It should be understood that the Board of Trustees is not contracting for, and you or your firm should not provide, any legal services of any nature or kind through this approved contract, as such services will be provided by representatives from this office.

Very truly yours,

Clarine Nardi Riddle
Deputy Attorney General

CNR/lep

TO: Clarine Nardi Riddle
Deputy Attorney General


FROM: Robert W. Garvey
Assistant Attorney General

RE: Naomi R. Stonberg Contract

DATE: May 26, 1987

Attached is another contract for a labor relations consultant.
The contract specifically prohibits the performance of any legal
services.

Tom Clifford has recommended approval of the contract.



Robert W. Garvey
Assistant Attorney General

RWG:gmr
Attachment

RATIONALE

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The proposed level of expenditure of \$25,000 is substantially lower than the current authorized level of \$47,000 and certainly represents a minimal level of expenditure for labor counsel in a unionized university system with a budget approaching \$100,000,000.

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STATE OF TEXAS
DEPARTMENT OF HEALTH
OFFICE OF THE COMMISSIONER
DALLAS, TEXAS

APR 2 1987

APR 13 11 35 AM '87
STATE PERSONNEL
DIVISION

RATIONALE

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THE CONNECTICUT STATE UNIVERSITY

P.O. Box 2008 • New Britain, Connecticut 06050 • (203) 827-7701

May 20, 1987

Asst. Atty. Gen. Thomas Clifford III
Attorney General's Office
Educational Unit
78 Oak Street
Hartford, CT 06106

SUBJECT: Naomi R. Stonberg
Attorney at Law

Dear Mr. Clifford:

Enclosed please find the documents - agreement and rationale concerning Naomi Stonberg - with your recommended changes in language.

Let us know if there is anything further we can do.

Sincerely,

David C. Newton
Vice President for Personnel

em

Enc.

AGREEMENT BETWEEN

STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR THE
CONNECTICUT STATE UNIVERSITY

AND

NAOMI R. STONBERG
ATTORNEY AT LAW

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- general advice on labor relations;
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- cooperate with Board representatives in preparing and presenting arbitration cases to arbitrators, and, where requested, represent the Board in arbitration proceedings;
- cooperate with Board representative in proceedings before the State Labor Relations Board;
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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. It is understood that the Board of Trustees is not contracting for, and the labor consultant shall not provide, any legal services of any nature or kind, as such services will be provided by representatives from the Attorney General's Office.

This agreement covers the period July 1, 1987 through June 30, 1988 unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed twenty-five thousand dollars (\$25,000).

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


Naomi R. Stonberg

STATE OF CONNECTICUT

PERSONNEL DIVISION

DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OFFICE BUILDING HARTFORD, CONNECTICUT 06106-1630

Jan
See me on this

April 22, 1987

C E R T I F I C A T E

Personal Services Contract between Board of Trustees/Connecticut State Univer.
and Atty. Naomi R. Stonberg,

Approval of this contract is recommended on the basis of the item checked below:

There are no specific classes which include all the duties to be performed.

The difficulty in recruiting medical or dental specialists.

The difficulty in recruiting part-time.

The absence of specialized facilities to provide the type of services covered by the contract.

The part-time nature of the duties as well as the short-term nonrenewable contract.

The short term of the contract does not justify the establishment of a new class.

The time limitation of the contract does not offer the opportunity to recruit, test and appoint specialists to perform these duties.

The services are required by a Federal Grant with a specific termination date. There are no specific existing classes which can be used to perform these duties.

There is no objection to the amendment of the existing contract.

There is no objection to the extension of the original contract.

The function of this individual has been identified by the Department of Higher Education or its constituent units as being of a professional/technical nature as authorized by Section 10a-5(b), 10a-20, or Section 10a-108 of the General Statutes.

Peter C. Rozantes / [Signature]
Peter C. Rozantes
Assistant Chief
Administrative Services

PCR:cb
Attachment

#1



THE CONNECTICUT STATE UNIVERSITY

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

TO: Chief of Administrative Services
DAS-Bureau of Personnel

FR: A. M. Bascetta, Executive Officer
for Finance and Management

RE: Review of Personal Services Contract

The accompanying contract between the Board of Trustees for
the/Connecticut State University
(_____ Campus) and Naomi R. Stonberg, Attorney at Law
_____ for the period
from July 1, 1987 through June 30, 1988 is submitted for
your review.

Upon completion of your review, please forward this document to the
Attorney General.

This contract is entered into by the Connecticut State University under
the authority given in Section 10a-89 of the General Statutes.

AMB:il
Encl.

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

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

APR 2 1987

APR 13 11 35 AM '87
STATE
PERSONNEL
DIVISION