



# CONNECTICUT STATE UNIVERSITY

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

## RESOLUTION

concerning

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

APRIL 8, 1988

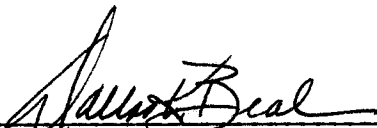
WHEREAS, The Board of Trustees for Connecticut State University under statutory authority of Section 10a-89 of the General Statutes has the responsibility to fix compensation of certain personnel needed to maintain and operate the institutions within its jurisdiction, and

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 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 Connecticut State University approves and accepts the terms of a document entitled, "Agreement between State of Connecticut Board of Trustees for Connecticut State University and Naomi R. Stonberg, Attorney at Law," which covers the period July 1, 1988 through June 30, 1989.

A Certified True Copy:

  
\_\_\_\_\_  
Dallas K. Beal  
President

AGREEMENT BETWEEN

STATE OF CONNECTICUT BOARD OF TRUSTEES FOR  
CONNECTICUT STATE UNIVERSITY

AND

NAOMI R. STONBERG  
ATTORNEY AT LAW

This agreement, by and between the State of Connecticut, Board of Trustees for 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.

The Board agrees to pay for the services of the consultant in accordance with the following schedule:

- a) One hundred dollars (\$100) 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 telephone.

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.

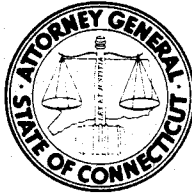
It is understood that the Attorney General of the State of Connecticut or members of his staff will represent the State in any legal proceeding before any State or Federal Court arising from labor relations activities. It is understood that the Board of Trustees is not contracting for, and the labor 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, 1988 through June 30, 1989 unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed \$25,000.

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

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# State of Connecticut



JOSEPH I. LIEBERMAN  
ATTORNEY GENERAL

## Office of The Attorney General

MacKENZIE HALL  
110 SHERMAN STREET  
HARTFORD, CONNECTICUT 06105

May 3, 1988

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

**CONTRACT/LEASE FACE SHEET**

**OFFICE OF POLICY AND MANAGEMENT**

B-204 REV. 7-78

DEPARTMENT Board of Trustees Connecticut State University	DIVISION Executive Offices	DATE 4/11/88
CONTACT PERSON David C. Newton	TITLE Vice President for Personnel	PHONE NO. 827-7704

CONTRACTOR OR LESSOR  
Naomi R. Stonberg, Attorney at Law

IS CONTRACTOR A CURRENT OR RETIRED STATE EMPLOYEE?  
 YES  NO (If current, attach statement from agency head attesting to his/her availability)

CONTRACT OR LEASE PERIOD: FROM 07 / 01 / 88 TO 06 / 30 / 89

TYPE OF CONTRACT OR LEASE  
 AMENDMENT OF EXISTING CONTRACT/LEASE  RENEWAL  NEW

Complete below where applicable		THIS CONTRACT OR LEASE	PRIOR CONTRACT OR LEASE	DIFFERENCE
FREQUENCY:	VISITS (length) <input type="checkbox"/> _____ OTHER (Specify) <input checked="" type="checkbox"/> as required			
RATE:	IF CONTRACT <input checked="" type="checkbox"/> PER HOUR <input type="checkbox"/> PER VISIT OTHER (Specify) <input type="checkbox"/> as invoiced	\$ 25,000	25,000	-0-
	IF LEASE <input type="checkbox"/> PER SQUARE FOOT OTHER (Specify) <input type="checkbox"/>	\$		
FUNDING:	General	\$		
	Other:	\$		
<b>TOTAL COST</b>		\$		

IS THIS CONTRACT/LEASE "RETRO-ACTIVE"? (If Yes, attach explanation)  
 YES  NO

EXPLANATION OF COST INCREASE (if applicable)

REASON FOR CONTRACT OR LEASE  
Provide necessary services as professional consultant on labor relations matters.

PROPOSALS OR BIDS

ARE THESE SERVICES OBTAINABLE THROUGH OTHER STATE AGENCIES? (If YES, explain why not being utilized)  
 YES  NO

WERE COMPETITIVE BIDS OR ALTERNATIVE PROPOSALS SOUGHT? (If YES, briefly summarize on an attached sheet) (If NO, explain why not)  
 YES  NO *Atty. Stonberg is familiar with CSU negotiations.*

**For Use of Office of Policy and Management Only**

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

ANALYST RECOMMENDATION

EXAMINED AND RECOMMENDED FOR APPROVAL  
BY \_\_\_\_\_  
DATE \_\_\_\_\_

ANALYST	DATE	CHIEF	DATE	ASST. BUDGET DIRECTOR	DATE
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RECEIVED  
APR 22 1988  
ATTORNEY GENERAL'S OFFICE

RECEIVED  
APR 28 1988  
ATTORNEY GENERAL'S OFFICE

APR 19 1988

(1) Original  Amendment

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.

<b>CONTRACTOR</b>	(2) NAME AND ADDRESS OF CONTRACTOR (Include FEIN/SSN) SS#025-36-3628 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
<b>STATE AGENCY</b>	(4) AGENCY NAME AND ADDRESS Board of Trustees for Connecticut State University P.O. Box 2008, New Britain, CT 06050	(5) AGENCY NO. (6) IDENTIFICATION NO. P.S. # 89-20
<b>CONTRACT PERIOD</b>	(7) FROM (Date) 7/1/88 THROUGH (Date) 6/30/89 (8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither	
<b>CANCELLATION CLAUSE</b>	(9) 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.) Required No. of days written notice: 10 days	
<b>TERMS AND CONDITIONS</b>	Acceptance of this contract implies conformance with conditions stated on the reverse side of this form.	

<b>COMPLETE DESCRIPTION OF SERVICE</b> (Include special provisions- Use additional blank sheets of same size if required)	(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 Connecticut State University and Naomi R. Stonberg, Attorney at Law," which becomes part of this contract by reference.)
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<b>COST AND SCHEDULE OF PAYMENTS</b>	(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.
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(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	20897801		025   36   3628		
(20) COMMITTED AMOUNT				(21) OBLIGATED AMOUNT		(22) CONTRACT PERIOD			
\$25,000				\$25,000		FROM 7/1/88 TO 6/30/89			
(23) ACT. CD.	(24) LINE NO.	(25) COMMITTED AMOUNT	(26) AGENCY	(27) COST CENTER	(28) OBJECT	(29) AGENCY TAIL		(30) EXTENSION	(31) F.Y.
A	1	\$25,000	7801	1163 002	02230	9069	9633		89

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

<b>ACCEPTANCES AND APPROVALS</b>	(33) CONTRACTOR (Owner or authorized) <i>Naomi R. Stonberg</i>	TITLE Attorney at Law	DATE 2/29/88
	(34) AGENCY (Authorized Official) <i>[Signature]</i>	TITLE President, Connecticut State University	DATE 4/12/88
	(35) (Office of Policy & Mgmt./Dept. of Admin. Services)	TITLE /	DATE
	(36) ATTORNEY GENERAL (Approved as to form) <i>[Signature]</i>		DATE 5/3/88

**PERSONAL SERVICE AGREEMENT-POSTING LOG**

CO-802A REV. 2/86 (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.

<b>EXECUTIVE ORDERS</b>	<p>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.</p>
<b>NON-DISCRIMINATION CLAUSE</b>	<p>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 this section. If the contract is for a public works project, the contractor agrees and warrants that he will make a good faith effort to employ minority business enterprises as subcontractors and suppliers of materials on such projects." (C.G.S. Sec. 4-114a.)</p>
<b>INSURANCE</b>	<p>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.</p>
<b>STATE LIABILITY</b>	<p>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.</p>





# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PERSONNEL DIVISION

STATE OFFICE BUILDING HARTFORD, CONNECTICUT 06106-1630

April 19, 1988

## C E R T I F I C A T E

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

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

XXX

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.

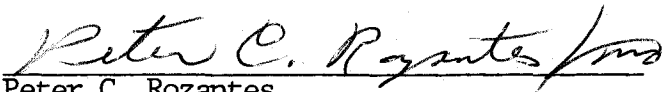
The time limitation of the contract does not offer the opportunity to recruit, test and appoint specialists to perform these duties.

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  
Assistant Chief  
Administrative Services

PCR:cb  
Attachment