Whereas, unclassified personnel funded by grants or contracts are eligible for continuing appointment or tenure on the same basis as other unclassified personnel under the terms of collective bargaining, and

Whereas, pre-tenure or pre-continuing appointment contracts for such personnel should not extend beyond the period of clearly visible funding from such grants or contracts, with proper contract notice to individuals so employed of the precarious nature of the position; be it

Resolved, that in all initial and renewal contracts covering unclassified personnel funded outside of the General Fund Budget, specific notice shall be given of the dependency of the appointment upon continuation of the funding, and

Resolved, that in the sixth year of employment determination shall be made as to whether termination or a tenured or continuing appointment is appropriate, and

Resolved, that departments or units in recommending personnel in "soft money" positions for tenure or continuing appointment shall be required to demonstrate their ability to use that person if the outside, "soft money," funds were to cease, and

Resolved, that each College shall not carry more tenured or continuing appointment personnel funded by grants or contracts at any one time than it can reasonably expect to be able to absorb through annual turnover, in the event the source of outside funding for those individuals unexpectedly ceases.

A Certified True Copy:

James A. Frost
Executive Director
AMENDMENT TO AGREEMENT
BETWEEN
STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR STATE COLLEGES
AND
ALLAN W. DRACHMAN, P.C.
January 24, 1980

The Agreement with Allan W. Drachman, P.C. covering the period July 1, 1979 through June 30, 1980, as approved by the Board of Trustees for State Colleges in Resolution dated June 8, 1979, is amended as follows:

From: Payments are not to exceed ten thousand dollars ($10,000)

To: Payments are not to exceed eighteen thousand dollars ($18,000)

BOARD OF TRUSTEES FOR STATE COLLEGES

Date February 8, 1980

James A. Frost, Executive Director

L. J. Davidson, Chairman

ALLAN W. DRACHMAN, P.C.

Date: Jan 24, 1980

Allan W. Drachman

APPROVED BY:

Secretary, Office of Policy and Management

Date: APR 1 1980

Attorney General

Date: APR 3 1980
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 April 17, 1977:

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 24th day of January, 1980.

Doris I. Esposito

Doris I. Esposito
June 14, 1979

Anthony V. Milano, Secretary
Office of Policy and Management
80 Washington Street
Hartford, CT 06115

Dear Mr. Milano:

The renegotiations of our labor contracts make it necessary to insure the continued assistance of a legally-trained labor consultant. Board Resolution #79-73, dated June 8, 1979, (copy enclosed) gives approval for the employment of Allan W. Drachman, P.C. under the terms stated in the enclosed contract which covers the period July 1, 1979, through June 30, 1980.

I hope we may obtain your approval of the contract at an early date. If you have questions, please call upon Mr. Frederic Rossomando, our Executive Officer for Finance and Management.

Sincerely,

James A. Frost
Executive Director

Enc. 6 copies of contract and resolution.
RESOLUTION
concerning
AN AGREEMENT BETWEEN
THE BOARD OF TRUSTEES FOR THE CONNECTICUT STATE COLLEGES
and
ALLAN W. DRACHMAN, P.C.

June 8, 1979

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 Public Act 75-566 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 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, 1979, through June 30, 1980.

A Certified True Copy:

[Signature]
James A. Frost
Executive Director
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 Section 10-109b of the General Statutes and Public Act 75-566, Witnesseth: The said Board hereby engaged 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;
- advice on grievances, drafting answers, and decisions whether to settle or arbitrate;
- 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) Seventy-five dollars ($75) per hour for Allan W. Drachman or other senior member; and
b) Sixty-five dollars ($65) 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.

The following mandatory clauses, appended hereto, are an integral part of this agreement, and are hereby incorporated by reference, to wit: Required approvals; non-discrimination (Section 4-114a of the General Statutes); Executive Order number Three; and, Executive Order number Seventeen.
MANDATORY CLAUSES

Required Approvals:
The contractor will not begin performance under the terms of the contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

The State of Connecticut assumes no liability for payment under the terms of this contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

Non-discrimination:
Public Act 76-8. 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 this section.

Executive Order No. Three:
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 Commission 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 of 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 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 and policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
Executive Order No. Seventeen:
This contract is subject to the 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 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 thereof. 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 State Employment Service.
This contract covers the period July 1, 1979 to June 30, 1980, unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed _ten_ thousand dollars ($10,000).

No member of the consultant firm is a State employee.

BOARD OF TRUSTEES FOR STATE COLLEGES

Date June 13, 1979

by James A. Frost, Chief Executive Officer

Date June 14, 1979

by S.J.D. Curtis

Chairman

ALLAN W. DRACHMAN, P.C.

Date [signature]

by Allan W. Drachman

APPROVED BY

Deputy Secretary,
Office of Policy and Management

Date [signature] JUN 29 1979

APPROVED AS TO FORM:

Deputy Attorney General

Date AUG 1 6 1979
The Commonwealth of Massachusetts

PAUL GUZZI
Secretary of the Commonwealth
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF AMENDMENT
Professional Corporation, pursuant to General laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Allan W. Drachman
Michael C. Gilman

Holtz & Drachman, P.C.

located at 185 Devonshire Street, Boston, MA

do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on October 12, 1978, by vote of

1,000 shares of COMMON out of 1,000 shares outstanding,
(Class of Stock)

1,000 shares of COMMON out of 1,000 shares outstanding, and
(Class of Stock)

1,000 shares of COMMON out of 1,000 shares outstanding,
(Class of Stock)

being at least a majority of each class outstanding and entitled to vote thereon:

that the corporation, effective the 1st of November, 1978, shall be known as "Allan W. Drachman, P.C."

FOR AMENDMENTS ADOPTED PURSUANT TO CHAPTER 156B, SECTION 72

NOTE: Amendments for which the space provided above is not sufficient should be set out on continuation sheets to be numbered 2A, 2B, etc. Continuation sheets shall be on 8 1/2 x 11 inch paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.
THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

(General Laws, Chapter 1568, Section 72)

I hereby approve the within articles of amendment and, the filing fee in the amount of $50 having been paid, said articles are deemed to have been filed with me this 20th day of October, 1978.

PAUL GUZZI

Secretary of the Commonwealth
State House, Boston, Mass.

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF AMENDMENT TO BE SENT

TO: Daniel D. Levenson, Esq.
Lourie & Cutler

One State Street

Boston, MA. 02109

Telephone (617) 742-6720

Copy Mailed
I, Michael C. Gilman, 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 April 17, 1977:

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 18th day of May, 1979.

Michael C. Gilman
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 Section 10-109b of the General Statutes and Public Act 75-566, Witnesseth: The said Board hereby engaged 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;

- advice on grievances, drafting answers, and decisions whether to settle or arbitrate;

- 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) Seventy-five dollars ($75) per hour for Allan W. Drachman or other senior member; and

b) Sixty-five dollars ($65) 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.

The following mandatory clauses, appended hereto, are an integral part of this agreement, and are hereby incorporated by reference, to wit: Required approvals; non-discrimination (Section 4-114a of the General Statutes); Executive Order number Three; and, Executive Order number Seventeen.
MANDATORY CLAUSES

Required Approvals:
The contractor will not begin performance under the terms of the contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

The State of Connecticut assumes no liability for payment under the terms of this contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

Non-discrimination:
Public Act 76-8. 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 this section.

Executive Order No. Three:
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 Commission 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 of 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 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 and policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
Executive Order No. Seventeen:
This contract is subject to the 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 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 thereof. 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 State Employment Service.
This contract covers the period July 1, 1979 to June 30, 1980, unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed ten thousand dollars ($10,000).

No member of the consultant firm is a State employee.

ALLAN W. DRACHMAN, P.C.

Date June 13, 1979

by James A. Frost, Chief Executive Officer

by J. J. Dawkins

Chairman

BOARD OF TRUSTEES FOR STATE COLLEGES

Date June 14, 1979

by Allan W. Drachman

APPROVED BY

Deputy Secretary, Office of Policy and Management

Date June 29, 1979

APPROVED AS TO FORM:

Attorney General

Date AUG 16 1979
The Commonwealth of Massachusetts

PAUL GUZZI
Secretary of the Commonwealth
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

FEDERAL IDENTIFICATION NO. 04-2599575

ARTICLES OF AMENDMENT
Professional Corporation, pursuant to
General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Allan W. Drachman
Michael C. Gilman

Holtz & Drachman, P.C.

(Name of Corporation)

located at 185 Devonshire Street, Boston, MA

do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on October 12, 1978, by vote of

1,000 shares of common out of 1,000 shares outstanding,
(Class of Stock)

1,000 shares of common out of 1,000 shares outstanding, and
(Class of Stock)

1,000 shares of common out of 1,000 shares outstanding,
(Class of Stock)

being at least a majority of each class outstanding and entitled to vote thereon:

that the corporation, effective the 1st of November, 1978, shall be known as "Allan W. Drachman, P.C."
THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 1568, Section 72)

I hereby approve the within articles of amendment and, the filing fee in the amount of $50.00 having been paid, said articles are deemed to have been filed with me this 20th day of October, 1978.

PAUL GUZZI
Secretary of the Commonwealth
State House, Boston, Mass.

TO BE FILLED IN BY CORPORATION

PHOTO COPY OF AMENDMENT TO BE SENT.

TO: Daniel D. Levenson, Esq.
Lourie & Cutler
One State Street
Boston, MA 02109

Telephone (617) 742-6720
I, Michael C. Gilman, 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 April 17, 1977:

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 18th day of May, 1979.

Michael C. Gilman
AMENDMENT TO AGREEMENT
BETWEEN
STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR STATE COLLEGES
AND
HOLTZ AND DRACHMAN, P.C.
June 8, 1979

The Agreement with Holtz and Drachman, P.C. covering the period July 1, 1978 through June 30, 1979, as approved by the Board of Trustees for State Colleges in SCR#78-31, and as amended effective October 6, 1978 is further amended as follows:

1. FROM: Payments are not to exceed thirty-five thousand dollars ($35,000)
   TO: Payments are not to exceed forty-five thousand dollars ($45,000)

2. By deleting "Holtz and Drachman, P.C." wherever it appears and by substituting therefor the new name of the firm, "Allan W. Drachman, P.C."

Date: June 13, 1979

James A. Frost, Executive Director
L. J. Davidson, Chairman

ALLAN W. DRACHMAN, P.C.

Date: June 7, 1979

Allan W. Drachman

APPROVED BY:

Anthony V. Maino
Secretary, Office of Policy and Management

APPROVED AS TO FORM:

Robert W. Allen
Attorney General

Date: 6/28/79
AMENDMENT TO AGREEMENT
BETWEEN
STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR STATE COLLEGES
AND
HOLTZ AND DRACHMAN, P.C.
May 1979

The Agreement with Holtz and Drachman, P.C. covering the period July 1, 1978 through June 30, 1979, as approved by the Board of Trustees for State Colleges in SCR#78-31, and as amended effective October 6, 1978 is further amended as follows:

1. FROM: Payments are not to exceed thirty-five thousand dollars ($35,000)

TO: Payments are not to exceed forty-five thousand dollars ($45,000)

2. By deleting "Holtz and Drachman, P.C." wherever it appears and by substituting therefor the new name of the firm, "Allan W. Drachman, P.C."

Date: ____________________________

James A. Frost, Executive Director

L. J. Davidson, Chairman

ALLAN W. DRACHMAN, P.C.

Date: ____________________________

Allan W. Drachman

APPROVED BY:

Secretary, Office of Policy and Management

Date: ____________________________

APPROVED AS TO FORM:

Attorney General