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
President
PERSONAL SERVICE AGREEMENT  

STATE OF CONNECTICUT

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

CONTRACTOR

NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable)

Holland, Crowe & Drachman, P.C., 185 Devonshire St., Boston, MA 02110

STATE AGENCY

AGENCY NAME AND ADDRESS

Board of Trustees for the Connecticut State University

O.P. Box 2008, New Britain, CT 06050

AGENCY NO. IDENTIFICATION NO.

7801 P.S. # 56-92

CONTRACT PERIOD

FROM (Date) THROUGH (Date) INDICATE

7/1/85 6/30/86 Master Agreement Contract Award No. X 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: 10 days

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.)

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.

ACCOUT. TO WHICH CHARGED

STATUTORY AUTHORITY

General Statutes Sec. 10a-89 and 5-278(a) (3)

ACCOUNTING CLASS

YEAR FUND AGENCY SP. ID. FUNC. ACTIVITY CHAR. & OBJ.

85-86 1163 7801 002 6 9 2 23

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 comply 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.

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, age, marital status, national origin, sex, mental retardation, 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. 4-1140 of the Connecticut General Statutes, as amended.

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 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.

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.

AUTHORIZED OFicial

ACCEPTED

AGENCY (Authorized Official)

DATE 4-2-85

TITLE President

SIGNING OFFICE OF POLICY & MGMT./DEPT. ADMIN. SERVICES

DATE 4-15/85

TITLE President Connecticut State University

APPROVALS

EXEMPTED PER OPM DIRECTIVE

STATE UNIVERSITY

ATTORNEY GENERAL (As to form)

DATE JUN 24 1985

DISTRIBUTION

ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen't PART 5: Comptroller
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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.
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.

[Signature]
Robert E. Holland