



Final  
Submitted  
3/30/20

Bonnie E. Burr  
Assistant Director/Department Head  
UConn Extension  
College of Agriculture, Health and Natural Resources  
1376 Storrs Road, Unit 4134  
Storrs CT 06269-4134

March 30, 2020  
Certified Mail – RRR

**Reference:** First Amendment to the Agreement Between The University of Connecticut and the Adult Learning Program, Inc.

Dear Bonnie:

Enclosed please find three executed copies of the above referenced agreement. I appreciate all you have done to expedite the completion of this amendment. The ALP program is in transition at the moment due to the Coronavirus outbreak but the board is working behind the scenes to make sure we are ready to proceed when the dust clears.

I realize that it will take several weeks to secure the necessary signatures to complete the amendment. Upon completion, please return one copy to me. Hopefully, your mail room in Farmington will be open to ALP by then. If not, please email me and I will provide an alternate address. Thank you again.

Best regards,

Jack G. Gregory  
Co-Chairman  
Adult Learning Program, Inc.

Enclosures - 3

**First Amendment to the  
Agreement Between  
The University of Connecticut  
and  
The Adult Learning Program, Inc.**

**University of Connecticut  
College of Agriculture, Health and Natural Resources  
1376 Storrs Road, Unit 4134  
Storrs, CT 06269-4134**

*and*

**Adult Learning Program, Inc.  
270 Farmington Avenue  
Exchange Building Suite 262  
Farmington, CT 06032**

*hereinafter "University"*

*hereinafter "Contractor"*

The original agreement by and between the University of Connecticut and the Contractor, last executed on April 24, 2015 ("**Agreement**"), is hereby amended as follows:

1. Section II of the Agreement is deleted in its entirety and the following Section II is inserted in its stead:

ALP is one of more than 300 Lifelong Learning Institutes affiliated with the national Elderhostel/Road Scholar organization. It is a self-governing organization largely composed of volunteer, retired people who share a common desire to keep their minds sharp through ongoing education ("Members"). Members are provided the opportunity to participate in non-credit seminar courses and lectures dealing with current issues, history, literature, health and the arts. Courses are taught by Members of ALP as well as guest lecturers, professors, judges, clergy and other experts on specific topics. ALP is open to the public.

2. Section 1.e. of the Agreement is deleted in its entirety and the following Section II is inserted in its stead:

To the extent reasonably possible, confer with ALP to make University personnel and graduate students available to ALP as presenters on lectures on topics of mutual interest.

3. Section 1.f. of the Agreement is hereby deleted.

4. Section 3 of the Agreement is modified as follows:

3. **TERM.** The parties hereby agree to extend the term for an additional five (5) years, such that the Agreement shall end on February 28, 2025. Prior to the expiration of this Term, the parties may renew this Agreement by written amendment executed by both parties.

5. Section 7.5 of the Agreement is deleted in its entirety and the following Section 7.5 is inserted in its stead:

7.5 **Nondiscrimination.** (a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the

gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Conn. Gen. Stat. § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability 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 the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts,

concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission

regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Section 7.6 of the Agreement is deleted in its entirety and the following Section 7.6 is inserted in its stead:

Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it.

All provisions of the Agreement, except those that are explicitly modified hereby, shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**THE UNIVERSITY OF CONNECTICUT:**

**ADULT LEARNING PROGRAM, INC.:**

By: \_\_\_\_\_

By: Jack G. Gregory

Print Name: \_\_\_\_\_

Print Name: JACK G. GREGORY

Title: \_\_\_\_\_  
(Authorized Signatory)

Title: CO-CHAIRMAN  
(Authorized Signatory)

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

Date: 3/30/20