Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street & Waterbury, CT 06702



MEMORANDUM

FROM: Carrie A. Swain, Clerk **DATE:** August 3, 2021

Board of Education

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings – Thursday,

August 5, 2021, 5:30 p.m., VIRTUAL MEETING via ZOOM

The Committees of the Board of Education will meet on Thursday, August 5, 2021, 5:30 p.m. In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96, Frontier Channel 6096), streamed live at https://youtu.be/8-whdqU0--U or listened to via teleconference by calling 1-203-590-9756. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the August 5, 2021 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-203-530-9756 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING (see above)

- 1. <u>Committee of the Whole/15 minutes</u> ~ Presentation: SLAM Collaborative W. Zhuta.
- 2. <u>Committee of the Whole/5 minutes</u> ~Request approval of a Student Teacher Affiliation Agreement with The University of Hartford for Student Teaching Opportunities J. Mendoza.
- 3. <u>Committee on Finance/5 minutes</u> ~Request approval of an Affiliation Agreement with the University of Connecticut for their Teacher Education/Residency Program J. Mendoza.
- 4. <u>Committee on Finance/5 minutes</u> ~ Request approval of a Contract with West State Mechanical, Inc. for installation of heat pump and air conditioning system at 32 Hillside Avenue C. Harmon.
- 5. <u>Committee on Finance/5 minutes</u> ~ Request approval of the submission of the Connecticut State Department of Education "Bridge" Funding Education of Homeless Children & Youth Grant L. Allen Brown.
- 6. <u>Committee on Finance/5 minutes</u> ~ Request approval of a Professional Services Agreement with Sue Vivian for Consultant Services under the School Readiness Quality Enhancement Grant M. S. Hincks, D. Schwartz.

- 7. <u>Committee on Finance/5 minutes</u> ~ Request approval of a Professional Services Agreement with Easterseals Rehabilitation of Greater Waterbury to provide consulting services under the School Readiness Quality Enhancement Grant M. S. Hincks, D. Schwartz.
- 8. <u>Committee on School Personnel/5 minutes</u> ~ Request approval of job specifications for the new position of Supervisor of Technology for Teaching and Learning J. Mendoza, D. Schwartz.
- 9. <u>Committee on Curriculum/10 minutes</u> ~ Request approval of the new high school course African American/Black and Puerto Rican/Latino Courses of Study D. Schwartz
- 10. <u>Superintendent's Update/30 minutes</u> ~ Dr. Ruffin.
 - a) American Rescue Plan (ARP) Elementary and Secondary School Emergency Relief (ESSER) Presentation.
- 11. <u>Committee on Building & School Facilities/3 minutes</u> ~ Use of school facilities by school organizations and/or City departments W. Zhuta.
- 12. <u>Committee on Building & School Facilities/3 minutes</u> ~ Use of school facilities by outside organizations and/or waiver requests W. Zhuta.
- 13. Superintendent's Notification to the Board/5 minutes:
 - a. <u>Various Summer School Program appointments:</u>

Name	Program	Position
Bardhollari, Rudian	ESY	NEMS Resource Room
Burrus, John	High School Summer School	Hall Monitor
Schepis, David	EAS Middle School Summer	Hall Monitor
Crimi Buffa, Tara	ESY	Paraprofessional
Wilson, Marines	ESY	Essential Skills
King, Linell	ESY	Paraprofessional
Turner, Mary	ESY	Paraprofessional

b. Retirements:

Barbieri, Katharine – MMS Special Education, effective 08/03/21.

Harvey, Anne – Hopeville Grade 3, effective 06/16/21.

Lopez, Doreen – WAMS Library Media, effective 07/01/21.

c. Resignations:

Accomando, Taylor - MMS PreK Special Education, effective 07/28/21.

Aviles, Zuheill – Bucks Hill Bilingual Kindergarten, effective 07/15/21.

Avxhiu, Bjanka – Bunker Hill Grade 3, effective 07/23/21.

Brady, Joseph – WAMS Math, effective 07/13/21.

Broggi, Jessica – MMS PreK Special Education, effective 08/02/21.

Burns, Dorothy – Duggan Co-taught Kindergarten, effective 07/30/21.

Cadelina, Carissa - Rotella Kindergarten, effective 07/22/21.

Cieslewski, Sarah – WSMS Special Education, effective 07/29/21.

Devine, Mike – WAMS PE/Health, effective 07/26/21.

Fess, Michael – KHS Social Studies, effective 08/02/21.

Geary, Caitlin – Districtwide SLP, effective 08/03/21.

Kozma, Tarra – WAMS Math, effective 07/29/21.

Negron, Emily – MMS Grade 3, effective 08/02/21.

Newman, Michael – Reed Music, effective 07/25/21.

Noss, Alysha - Wilson PreK, effective 07/29/21.

Parisot, Lindsay – NEMS English Grade 8, effective 07/14/21.

Pasnick, Sarah – State Street Special Education, effective 07/26/21.

Perkins, Melissa – WSMS Guidance Counselor, effective 07/30/21 (date change).

Richard, Taylor - WCA Health Services, effective 08/02/21.

Sawyers, Hillary – WAMS Math, effective 07/14/21. Velleco, Jake – Bunker Hill Special Education, effective 07/14/21. Viegas, Stacy – Wilson Art, effective 07/28/21. Xavier, Carlos (First Sergeant) – WHS JRROTC, effective 08/29/21.

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee

ADJOURNMENT

Carrie A. Swain, Clerk Board of Education



Date: August 1, 2021

Honorable Aldermen Waterbury Board of Aldermen 235 Grand Street Waterbury, CT 06702

And

Honorable Commissioners Waterbury Board of Education 236 Grand Street Waterbury, CT 06702

Re: Approval Request of Contract for Student Teaching Opportunities between the City of Waterbury and University of Hartford

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 for Student Teaching Opportunities between the City of Waterbury and the University of Hartford. **This contract is subject to Board of Education approval which is anticipated on 8/19/21.** The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2024, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided in the Agreement. There is an option for this Agreement to be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

The City shall host no more than five (5) Student Teachers enrolled in the University's Undergraduate and Graduate education programs at the College of Education per semester. This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement. The University shall pay a One Hundred Seventy Five Dollar (\$175.00) stipend directly to the Cooperating Teacher(s) per Student Teacher assigned to the Cooperating Teacher each semester.

Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers and visit each Hosting School twice per semester. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check. The Student Teacher shall also provide proof of insurance. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

Accordingly, attached for your review and consideration is the proposed Agreement. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Juan Mendoza

Assistant Superintendent 236 Grand St., Room 309 (203) 574-8109

Attachment

cc: Attorney *Kara Summa* File: CRT21-002

OFFICE OF THE CORPORATION COUNSEL CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re:

Contract: Student Teaching Opportunities between the City of Waterbury and

University of Hartford

Department: Human Capital/Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY:_

Juan Mendoza

Assistant Superintendent 236 Grand St., Room 309 (203) 574-8109

Aug 2nd, 2021

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STUDENT TEACHER AFFILIATION AGREEMENT

for Student Teaching Opportunities between The City of Waterbury, Connecticut and The University of Hartford

THIS STUDENT TEACHER AFFFILIATION AGREEMENT (hereinafter the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (hereinafter the "City"), with its principal place of business located at City Hall, 235 Grand Street, Waterbury, Connecticut and The University of Hartford (hereinafter the "University") with its principal place of business located at 200 Bloomfield Avenue, West Hartford, Connecticut, 06117, a State of Connecticut duly registered education institution, (jointly referred to as the "Parties" to this Agreement).

WHEREAS, The University of Hartford is a private university and maintains a College of Education, Nursing and Health Professions (hereinafter referred to as the "College of Education"), located at 200 Bloomfield Avenue, West Hartford, Connecticut 06117; and

WHEREAS, the University desires to establish Student Teaching Opportunities as part of a teacher preparation program (hereinafter the "Student Teaching Program" or the "Program") with the City to assist in the training of undergraduate and graduate students enrolled College of Education; and

WHEREAS, the City desires to provide such Student Teaching Opportunities and assist in the training of such students by hosting them as Student Teachers within the City's school system.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Term. The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2024, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.
 - 1.1.**Option**. This Agreement may be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.
- 2. Compensation. Neither the University nor the City shall be responsible to compensate the other Party, or the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand the City is not responsible to compensate the Student Teacher(s), or the Faculty Advisor/University Supervisor, or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching Opportunities in the Waterbury Public Schools as part of a teacher preparation program in furtherance of the Student Teacher(s) experience and education.

3. Responsibilities of the University.

The University shall:

- **3.1.** A representative from the University's College of Education responsible for its Student Teacher placements (or the designated person), not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 12 of this Agreement) of the number of Student Teachers available to be hosted by the City. The City shall host no more than five (5) Student Teachers per semester.
 - **3.1.1.** The University shall convey to the City all information about the Student Teacher candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications to participate in the Program as a Student Teacher enrolled in the University's Undergraduate and Graduate education programs at the College of Education.
- **3.2.** The University shall certify for participation in the Student Teaching Program only those qualified Undergraduate (Bachelor's Degree program) and Graduate (Master's Degree program) students enrolled in the following education programs at the University's College of Education and in accordance with the following placement terms:

3.2.1 Undergraduate/Bachelor's Degree Education Programs:

3.2.1.1 Early Childhood Education (B-age 5; PK-Grade 3) Student

Teaching I: ½ day placement – 14 weeks (Fall)

Student Teaching II: Full Day Placement – 14 weeks (Spring)

3.2.1.2 Elementary Education (1-6)

Practicum: ½ Day Placement – 14 weeks (Fall)

Student Teaching: Full Day Placement – 14 weeks (Spring)

3.2.1.3 Integrated Elementary/Special Education (1-6 and Special Ed K-12)

Practicum: ½ Day Placement – 14 weeks (in elementary)

(Fall)

Student Teaching: Full Day Placement - 4 weeks in same

Elementary education placement as practicum placement (Spring); 10 weeks Special Education placement (Spring)

3.2.1.4 Secondary English Education (7-12)

Practicum: ½ Day Placement – 14 weeks, only 2 days per

week (Fall)

Student Teaching: Full Day Placement – 14 weeks (Spring)

3.2.1.5 Secondary Mathematics Education (7-12)

Student Teaching: Full day Placement – 14 weeks (Spring)

3.2.2 Graduate/Master's Degree Education Programs:

3.2.2.1 Early Child Education (B –age 5; PK – Grade 3)

Student Teaching I: ½ Day Placement – 14 weeks (Fall, Summer

or Spring)

Student Teaching II: Full Day Placement – 14 weeks (Fall,

Summer, or Spring)

3.2.2.2 Elementary Education (1-6)

Student Teaching: Full Day Placement - 14 weeks (Fall,

Summer, or Spring)

3.2.2.3 Special Education (Special Ed K - 12) - Initial and Cross Endorsement

Student Teaching I: Full Day Placement - 7 weeks (Fall, Summer,

or Spring)

Student Teaching II: Full Day Placement 7 weeks (Fall, Summer,

or Spring)

- 3.3. Prior to placement of a Student Teacher at a school within the Waterbury Public School system, (the "Hosting School"), the University shall arrange for the potential Student Teacher to be interviewed by the Principal, Vice-principal, or School Social Worker/Counselor who is certified to supervise the Student Teacher, or other designated representative of the Hosting School. Student Teachers shall be approved by the Principal of the intended Hosting School. Only those students of the University who have been interviewed and accepted by the school representative at the Hosting School shall be permitted the opportunity to be Student Teachers at that Hosting School
- **3.4.** The University shall designate a University Supervisor (the "University Supervisor") to facilitate administration of the Program. Student Teachers will be assigned to each Hosting School in consultation with the University Supervisor. The University Supervisor shall visit each Hosting School twice per semester and as requested by the City. The University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor may consult with school personnel with regard to the performance and evaluation of the Student Teachers.
- **3.5**. The University shall advise its Student Teachers that they shall be required to follow the University's and its College of Education's policies and procedures in addition to any manuals or handbooks pertaining to the Student Teacher Program. The University shall provide any such policies, procedures, manuals or handbooks relevant to the Student Teacher Program to the City prior to execution of this Agreement.
- **3.6.** The University will instruct its Student Teachers to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from

the Program any student who fails to comply with applicable City rules and regulations. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

- 3.7. The University shall withdraw a Student Teacher from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Teacher's continued participation in the Program is detrimental to the Student Teacher, to any employee, to any student, or to any person or property in the City's school system. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.
- **3.8.** The University shall advise its Student Teachers that they will be expected to report to their designated Hosting School as per their agreed upon schedules.
- 3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Student Teacher educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.
- **3.10.** The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Teachers and for consultation with the City, Hosting School, or Cooperating Teacher as necessary. The Faculty shall be solely responsible for assigning final course grades to the Student Teachers.
- **3.11.** The University will convey to the City, information about the philosophy and objectives of the Program as well as any information and forms to be completed by the Cooperating Teacher, or the City, as may be necessary to enable the City to host the Student Teacher.
- **3.12.** Cooperating Teacher Stipend. The University shall pay a One Hundred Seventy Five Dollar (\$175.00) stipend directly to the Cooperating Teacher(s) per Student Teacher assigned to the Cooperating Teacher each semester.

3.13. Criminal Background Check and DCF Registry Check

3.13.1. The University shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and

neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The University shall not permit any Student Teacher with a disqualifying criminal history to have direct contact with a student.

- 3.13.2. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Teacher an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student' Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Teacher that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.
- 3.13.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers Opportunity in the Program and refuse to host such Student Teacher and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.
- **3.13.4.** If any changes in the law or regulations with respect to the provisions of this Section 3.13 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.
- 3.14. The University shall ensure the communication of and compliance with all Student Teacher Responsibilities, including but not limited to the following:
 - **3.14.1.** Each Student Teacher shall execute a waiver of liability in the form attached hereto as <u>Schedule A</u>. The City may condition participation in the Program on its receipt of such waiver of liability.
 - **3.14.2.** In addition to the execution any forms or waivers attached to this Agreement, each Student Teacher shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality

- agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such documents.
- **3.14.3.** Each Student Teacher shall be expected to report to their designated Hosting School as per their agreed upon schedules.
- **3.14.4.** Each Student Teacher shall comply with all applicable rules and regulations of the City.
- **3.14.5.** Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter, and City Ordinances, including all such provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.
- **3.14.6.** Each Student Teacher shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.
- 3.15. The University shall ensure that the University, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.
 - 3.15.1. Student Education Records. The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Teachers on their obligations to comply with FERPA.
 - **3.15.2. Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Student Teacher.

- 3.15.3. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the University or the Student Teacher. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Teacher within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the University and/or the Student Teacher that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.
- **3.15.4.** The University and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 3.15.5. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Teacher agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the University or the Student Teacher, and correct any erroneous information therein.
- **3.15.6.** The University and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.
- **3.15.7.** The University and the Student Teacher will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by the University or the Student Teacher of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the

- student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- 3.15.8. Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student- generated content.
- **3.15.9.** The University, Student Teacher, and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 3.15.10. The University and the Student Teacher acknowledge and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 3.15.11. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.
- 3.15.12. If any changes in the law or regulations with respect to the provisions of this Section 3.15 regarding student confidentially, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

4. Responsibilities of the City

- **4.1.** During the term of this Agreement, the City will host in its school system Student Teachers who are enrolled in the University's Undergraduate (Bachelor's Degree) and Gradate (Master's Degree) programs at the University's College of Education and who are qualified to act as Student Teachers in the City's school system performing functions as described below. For each year of the Contract, the City will host no more than five (5) students per semester.
- **4.2.** The City shall provide the University Supervisor and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.

- **4.3.** The City will notify the University's representative for Student Teacher placement, or the person otherwise designated by the University, whenever a Student Teacher does not timely report to the designated Hosting School.
- **4.4.** The City shall provide suitable space for connected with the Student Teachers' clinical or fieldwork instruction, as needed, and as is available.
- **4.5.** Cooperating Teacher and Cooperating Teacher Qualifications. The City shall provide a Cooperating Teacher that shall be responsible for planning and implementing individual Student Teacher Assignments, and for evaluating Student Teacher performance in accordance with criteria developed by and provided to the City by the University.
 - **4.5.1.** Qualifications. The Cooperating Teacher shall have received training through the Teacher Education And Mentoring Program ("TEAM") and hold a valid TEAM certification.
- **4.6.** The Board of Education's Human Resource department will provide orientation for the Student Teachers for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Teachers must comply.
- **4.7.** In the event that it becomes necessary for the Waterbury Public School system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.
- 5. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.
 - 5.1. Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation

to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

6. Use of City Property. The University Supervisor and/or Student Teacher shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Teacher's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

7. Insurance.

- 7.1. The University shall offer health insurance to the student to be considered as a potential Student Teacher, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Student Teacher Program with the City. The Student Teacher shall provide City with proof of health insurance coverage.
- 7.2. The University or Student Teacher(s) shall not commence work under this Contract until all insurance required under this Section 7 has been obtained by the University or Student Teacher(s) and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.
- 7.3. At no additional cost to the City, the University or Student Teacher(s) shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the University's and/or Student Teacher(s)' obligations under this Contract, whether such obligations are the University's or Student Teacher(s)' or person or entity directly or indirectly employed by said University or Student Teacher(s), or by any person or entity for whose acts said University or Student Teacher(s) or subcontractor may be liable.
- 7.4. Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- **7.5.** The following policies with stated limits shall be maintained by the University as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Student Teacher(s):
 - **7.5.1. General Liability Insurance:** \$1,000,000.00 per Occurrence, \$2,000.000.00 Aggregate.

The University shall provide coverage to protect the City to the extent of said policy for damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for damages arising out of destruction of property in any one accident or occurrence.

7.5.2 Automobile Liability Insurance: \$1,000,000.00 per Accident, combined single limit (CSL).

The University shall provide coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use of loading and unloading of any owned or non-owned vehicle. Such coverage shall apply only to vehicles owned or operated by the University, and specifically shall not apply to vehicles not owned by the University.

7.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

The University shall comply with all State of Connecticut statute as it relates to workers' compensation. The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University for University employees; notwithstanding any other provision of this Agreement, student teachers are not University employees and are not covered by Workers' Compensation Insurance.

- **7.5.4 Excess General Liability Insurance:** \$1,000,000.00 per Occurrence/\$1,000,000.00 Aggregate Limit. The University shall carry and provide comprehensive general liability umbrella insurance coverage.
- **7.5.5 Professional Liability Insurance**: \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City and Student Teacher(s), as it relates to the Student Teaching Program and any related educational services in the course of the Student Teaching Program with the City of Waterbury and its Board of Education.

7.5.6 Sexual Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving a Student Teacher or any University personnel (i.e., University Supervisor(s) and/or Faculty Advisor(s)) within the program.

7.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or the Student Teacher(s) fails to maintain the minimum required coverage as set forth herein.

- 7.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from the University or Student Teacher(s) at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- 7.8. Certificates of Insurance: The insurance policies shall be endorsed to add the City and its Board of Education as an additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Student Teacher(s)' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Student Teacher(s) execute this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and Board of Education are listed as Additional Insureds on all lines of coverage except for Workers Compensation and Professional Liability and include a Waiver of Subrogation on all lines of coverage except Professional Liability." The University is responsible for maintaining the required coverage for the duration of this Agreement as stated herein this Section 7.
- **7.9.** No later than thirty (30) calendar days after University or Student Teacher(s)' receipt, the University shall deliver to the City a copy of the University or Student Teacher(s) insurance policies, endorsements, and riders.
- 8. Indemnification. The University and the City agree to indemnify and hold harmless each other, their officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the Parties' obligations under this Agreement, by the negligent acts, errors or omissions of either Party, or anyone for whom the Party is legally responsible.

9. Termination.

- **9.1. Termination** Either Party may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to the other Party.
- 9.2. Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

- **9.3. Termination for Cause.** If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.
 - 9.3.1 Notwithstanding the above, University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by University, and the City may withhold any payments to University for the purpose of setoff until such time as the exact amount of damages due the City from University is determined.
- 10. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor or Faculty Advisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City is that of a contracted affiliation to provide Student Teaching Opportunities to students of the University as part of a teaching preparation program. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.
- 11. Accommodations for Persons with Disabilities. In the event that a Student Teacher requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.
- 12. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University:

University of Hartford 200 Bloomfield Avenue

West Hartford, Connecticut 06117

For daily operations: ATTN: ENHP Dean's Office; Collegiate Director of Clinical Experiences

For legal matters: ATTN: Office of General Counsel

To the City:

City of Waterbury

c/o Department of Education

Human Resources

236 Grand Street, Room 310

Waterbury, CT 06702.

With a copy to:

City of Waterbury

Office of the Corporation Counsel

235 Grand Street, 3rd Floor Waterbury, Connecticut 06702

- 13. This section intentionally left blank.
- 14. Contract Assignment: No right or duty, in whole or in part, of either Party under this Agreement may be assigned or delegated without the prior written consent of the other Party.
- 15. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

15.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

- 16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.
- 17. **Prohibition against Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- 19. Survival. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.
- 20. Entire Agreement. This written Contract shall constitute the entire Agreement between the Parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.
- 21. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:
 - **21.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
 - **21.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
 - 21.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

- 21.4. strikes and labor disputes; and
- 21.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement.

22. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

- 22.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- **22.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- **22.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the University or Student Teacher or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

- **22.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 22.5. Upon a showing that a subcontractor made a kickback to the City, a University or Student Teacher or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- **22.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 22.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 22.6 shall not apply to full-time employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- 22.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 22.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- **22.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 22.1-22.7.
- **22.9.** The University or Student Teacher is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

- **22.10.** The University or Student Teacher hereby acknowledges receipt of a copy of Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/content/9569/9605/9613/15125.aspx [click link titled "The City of Waterbury Code of Ordinances (Rev. 12/31/19)". [For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- 22.11. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- **22.12. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- **22.13. PROHIBITION AGAINST CONTINGENCY FEES.** The University or Student Teacher hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- **22.14. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the University or Student Teacher set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all University or Student Teacher records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates signed below.

WITNESSES:	CITY OF WATERBURY
Sign:Print Name:	By: Neil M. O'Leary, Mayor
Sign:Print Name:	Date:
WITNESSES:	UNIVERSITY OF HARTFORD
Sign: Print Name:	By: H. Frederick Sweitzer H. Frederick Sweitzer, Provost
Sign:Print Name:	Date: 7-29-21

SCHEDULE A

WAIVER OF LIABILITY AND ACKNOWLEDGMENT OF NON-EMPLOYMENT

In consideration of the City of Waterbury Department of Education ("Education
Department") granting me the privilege of participating in a Student Teaching Program that
includes observation and when appropriate, participation in some of the various functions of the
Department of Education, I,, the undersigned, do hereby
acknowledge that I am aware of the risks associated with the aforesaid Student Teacher Program
with the Department of Education and any associated activity, and I hereby agree to assume all
risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death,
consequential damage and property damage which may directly or indirectly result from or occur
as a consequence of said Student Teaching Program or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the University of Hartford College of Education in its Undergraduate/Bachelor's Degree or Graduate/Master's Degree Education Programs participating in a Student Teaching Program the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this d	ay of, 202
Student Teacher Signature	Student Teacher Print Name
WITNESSES:	
Sign:	Sign:
Print Name:	Print name:
Sign: Print Name:	
State of Connecticut: : ss: Waterbury County of New Haven:	
On this day of	, 202, before me the undersigned officer,
personally appeared	, known to me or satisfactorily proven to be the person
whose name is subscribed herein and acknow	vledged that he/she executed the foregoing document
for the purposes contained therein as his/her	free act and deed.
IN WITNESS WHEREOF, I hereunte	o set my hand and official seal.
	Commissioner of Superior Court Notary Public

My Commission Expires:

SCHEDULE B

AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS AND DEPARTMENT OF CHILD AND FAMILY REGISTRY CHECK

I, the undersigned,, a student in The University of Hartford's College				
of Education Program for				
(Check applicable program):				
Undergraduate/Bachelor's Degree Education Programs:				
Early Childhood Education (B-age 5; PK-Grade 3)				
Elementary Education (1-6)				
Integrated Elementary/Special Education (1-6 and Special Ed K-12)				
Secondary English Education (7-12)				
Secondary Mathematics' Education (7-12)				
Graduate/Master's Degree Education Programs:				
Early Child Education (B –age 5; PK – Grade 3)				
Elementary Education (1-6)				
Special Education (Special Ed K – 12) - Initial and Cross Endorsement				
hereby request and authorize Cooperative Educational Services, or another so authorized Regional				
Education Service Center, and the Department of Children and Families ("DCF") to release to the				
Board of Education of the City of Waterbury the results of my state and national criminal history				

University of Hartford
records check and my DCF registry check requested by the Board of Education of the City of
Waterbury pursuant to Connecticut General Statutes Section 10-221d.
Signed,
Dated:
[Signature]
[Printed Name of Student Teacher]



Date: August 1, 2021

Honorable Commissioners Waterbury Board of Education 236 Grand Street Waterbury, CT 06702

Re: Approval Request of Contract for and Affiliation Agreement Between the University of Connecticut and the City of Waterbury

Dear Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract for Student Residency Opportunities between the City of Waterbury and the University of Connecticut. The term of this Agreement shall commence on August 23, 2021 and terminate on April 29, 2022

The residency program will have two distinct parts: a paid internship portion and an unpaid student teaching portion. Both portions will take place in the same school building. The paid internship portion will consist of five (5) days per week in the school with a minimum of fourteen (14) hours a week between August 23, 2021 and January 14, 2022 in the content area. The unpaid student teaching portion will begin on January 18, 2022 and end on April 29, 2022. During the student teaching portion of the residency program, the students will be supervised by TEAM-trained teachers who are certified in the students' endorsement area. The Parties to this MOU agree that the unpaid student teaching portion is subject to, and in accordance with, the Student Teacher Affiliation Agreement between the Parties executed on January 20, 2021.

The City shall host no more than five (5) Student Residents enrolled in the University of Connecticut's Teacher Education program. The School District shall pay Student Residents directly according to the current pay scale of \$100 a day between August 23, 2021 to January 14, 2022. The City shall not be responsible to compensate the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement.

Under this contract, the field-based supervision of the Student Resident will be conducted by teachers and administrators from the Waterbury Public Schools. The field-based supervisor will formally meet with the student on a regular basis to discuss progress and issues associated with the student's residency program placement. The University shall provide bi-weekly supervisory residency meetings to discuss issues associated with teacher education practices. The University shall advise each proposed Student Resident that s/he shall be required to submit to a DCF registry check and state and national criminal history records check.

Accordingly, attached for your review and consideration is the proposed Agreement. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Juan Mendoza

Assistant Superintendent 236 Grand St., Room 309 (203) 597-3433

Attachment

cc: Attorney *Kara Summa* File: CRT21-233

AFFILIATION AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT AND A SCHOOL DISTRICT/NON-PROFIT AGENCY

Teacher Education Program

THIS AGREEMENT is made by and between the University of Connecticut, (hereinafter referred to as "University"), an Institution of Higher Education, authorized as an agency of the State of Connecticut, and the school district/non-profit agency, **Waterbury School District** (hereinafter "School District") and is effective August 23, 2021 through April 29, 2022. The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. Selection of Students. The School District shall be responsible for the selection of qualified students to participate in the residency program. Selected students must have the appropriate educational background and skills consistent with the residency program offered by the School District.
- b. Education of Students. The University shall provide bi-weekly supervisory residency meetings to discuss issues associated with teacher education practices.
- c. Advising Students of Rights and Responsibilities. The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District and should any student fail to abide by any policy and/or procedure, after consultation with the University Faculty Liaison, he or she may be excluded from the residency program.
- d. Liability Insurance. The School District acknowledges that the University, as an agency of the State of Connecticut, is self-insured. Thus liability insurance is not required.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. Establishment of Residency Program. The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a residency program placement. The residency program is restricted to students enrolled in the University's Teacher Education program. The residency program will have two distinct parts: a paid internship portion and an unpaid student teaching portion. Both portions will take place in the same school building. The paid internship portion will consist of five days per week in the school with a minimum of 14 hours a week between August 23, 2021 and January 14, 2022 in the content area. The unpaid student teaching portion will begin on January 18, 2022 and end on April 29, 2022. During the student teaching portion of the residency program, the students will be supervised by TEAM-trained teachers who are certified in the students' endorsement area. The parties to this MOU agree that the unpaid student teaching portion is subject to, and in accordance with, the Student Teacher Affiliation Agreement between the Parties executed on January 20, 2021.
- b. Policies of School District. The School District will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the residency program.
- c. Exclusion of Noncompliant Student. The School District shall have the authority to immediately exclude a student who fails to comply with its policies and procedures. Before

- such exclusion occurs, the School District shall inform the responsible University Faculty Liaison.
- d. Supervision of Students. The field-based supervision of the student will be conducted by teachers and administrators from the School District. The field-based supervisor will formally meet with the student on a regular basis to discuss progress and issues associated with the student's residency program placement.
- e. Consideration/Payment Terms. The School District shall pay selected residency program students directly according to the School District's pay scale and schedule between August 23, 2021 to January 14, 2022. The current pay scale is \$100 a day, but is subject to change based on the School District daily substitute teacher rate.
- f. Administration. The School District will be responsible for and retain control over the organization, and operation of its programs.
- g. Reporting of Student Progress. The School District shall provide all reasonable information requested by the University on a student's work performance. Student evaluations will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- h. Student Records. The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law.

III. MUTUAL TERMS AND CONDITIONS

- a. Participating Student. The parties will mutually agree upon the student that shall be assigned to the School District under this Agreement.
- b. Goals and Planned Activities. The School District is responsible for planning the student's activities. Such activities shall be designed to enhance the development of competencies and professionalism relative to the training goals of the teacher education program. The School District and the University shall furthermore ensure that the residency program allows the student sufficient opportunities to integrate theory, course work, and research, in an applied supervised setting.
- c. Termination of Agreement. The University or the School District may terminate this Agreement for any reason with ninety (90) days notice to the respective address in Section III.i. below. However, should the School District/Agency terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their residency program until the end of the academic semester.
- d. Modification of Agreement. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- e. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors.
- f. Liability. Each party shall be responsible for the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Any claim which School/Agency has against the University shall be filed with the Claims Commissioner pursuant to Chapter 53 of the Connecticut General Statutes.
- g. Notices. Any notices to University shall be sent to the following address:

Jason Irizarry, Dean Neag School of Education University of Connecticut 249 Glenbrook Road, Unit 3064 Storrs, CT 06269-3064

Any notices to the School District shall be sent to the following address:

Verna D. Ruffin, Superintendent Waterbury School District 236 Grand Street Waterbury, CT 06702 203-574-8000

- h. Disputes. The parties shall exercise all reasonable efforts to resolve any dispute arising between the two parties in connection with this Agreement by good faith negotiation.
- *i. Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IV. STATE OF CONNECTICUT TERMS AND CONDITIONS

- a. Statutory Authority. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.
- b. Sovereign Immunity. Contractor acknowledges and agrees that nothing in the Agreement, or the solicitation leading up to the Agreement, shall be construed as a modification, compromise or waiver by the University or State of Connecticut of any rights or defense of any immunities provided by Federal law or the laws of the State of Connecticut to the University or State of Connecticut or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section in the Agreement, this section shall govern.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **Agreement** as of the dates below.

Signature of Authorized Jason Irizarry
District Representative Dean, Neag School of Education

Date:		
Date.	Dotos	Data
	Date.	Date:

Memorandum

To: Board of Aldermen

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: July 29, 2021

Re: **Board of Aldermen Approval Request / Executive Summary** – Contract for Installation

of Heat Pump and Air Conditioning System between City of Waterbury and West State

Mechanical, Inc

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 180,207 for Installation of Heat Pump and Air Conditioning System between City of Waterbury and West State Mechanical, Inc

This contract was initiated under the Request for Proposal process (RFP #6818).

The funding source for this project is ESSER 1.

The Project consists of an operational turnkey Installation of Heat Pump and Air Conditioning System at the school building located at 32 Hillside Avenue, Waterbury, Connecticut 06710.

The Contractor shall Substantially Complete all work and services required under this Contract within One Hundred Twenty (120) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within One Hundred Fifty (150) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of Documents, including Contract, Proposals, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Attachment

cc: Board of Education

Attorney Kara J. Summa, via email, w/o attachment.

CONTRACT

for

Installation of Heat Pump and Air Conditioning System At 32 Hillside Avenue, Waterbury, Connecticut between

City of Waterbury

and

West State Mechanical, Inc.

THIS CONTRACT ("Contract" or "Agreement"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and WEST STATE MECHANICAL, INC. ("West State" or "Contractor"), with its principal location at 10 West State Drive, Litchfield, Connecticut 06759, and its mailing address at 3000 South Main Street, P.O. Box 1045, Torrington, Connecticut 06790, a State of Connecticut duly registered domestic corporation. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Contractor submitted a proposal to the City in response to Request for Proposal ("RFP") Number 6818 for the Installation of Heat Pump and Air Conditioning System at 32 Hillside Avenue; and,

WHEREAS, the City has selected the Contractor to perform services regarding RFP No. 6818 as stated in its Award Letter dated February 18, 2021; and

WHEREAS, the City desires to obtain the Contractor's services for Installation of Heat Pump and Air Conditioning System at 32 Hillside Avenue pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.
 - 1.1. The Project consists of an operational turnkey Installation of Heat Pump and Air Conditioning System at the school building located at 32 Hillside Avenue, Waterbury, Connecticut 06710. Contractor shall provide all labor, materials, supervision, equipment, tools, services for the Project and is responsible for any taxes, and the obtaining of and providing all applicable state and local licenses, permits,

inspections and approvals necessary to perform the work and complete the Project. The scope of work to be performed shall be in accordance with the City's Award letter dated February 18, 2021 in which the City awards this Contract for Bid Items 1.0 and 2.0 of Option 3 in Contractor's Proposal, attached hereto as Attachment A. The air conditioning system shall be sized using current ASHAAE standards and Contractor is responsible for following all state and local guidelines and codes. Additionally, Contractor shall provide all drawings, designs, and all ancillary materials and equipment to complete the Project. All design work shall be performed by a licensed Engineer with stamped engineering drawing(s) as required, and any and all ancillary material or equipment includes, but is not limited to, the providing and installation of any piping, fittings and tube connections, drainage, etc., all pursuant to industry standards and consistent with manufacturer's installation guidelines. Contractor will provide and install any electrical panels or subpanels that may be required; and Contractor will provide all rigging and crane services necessary for placement of ay rook units, and shall secure any needed permits related to said installation. Upon installation, Contractor will provide all required checks, testing, and start-up of the system; Contractor will produce all manufacturer warranty information and operation manuals and shall supply at least one (1) year warranty against any and all defects in workmanship for the services provided under this Contract. Contractor shall provide a schedule of work and shall meet with the City and School representatives as needed or as requested to plan out the schedule and monitor the project work. The Project shall be undertaken in such a manner as to minimize disruption to the operations of the school. Contractor agrees to the Scope of services as stated herein and as detailed and described in the Contract Documents, including RFP No. 6818 and Contractor's Response to RFP No. 6818 in Attachment A and are hereby made material provisions of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- **1.1.1.** City's RFP No. 6818, consisting of 10 pages (excluding attachments thereto, incorporated by reference), attached hereto;
- **1.1.2.** City's Scope of Services (attachment F to City's RFP No. 6818), consisting of 1 page, attached hereto;
- **1.1.3.** City's Award Letter, dated February 18, 2021, consisting of 1 pages, attached hereto;
- **1.1.4.** Contractor's Revised Cost Proposal (with Options 1, 2, and 3), submitted February 4, 2021, consisting of 2 pages, attached hereto;
- **1.1.5.** Contractor's Response ("Proposal") to RFP No. 6818 and Contractor Qualification Statement (responsive attachment E to RFP No. 6818) (excluding City compliance documents, original price proposal, drawings, and insurance documents), submitted January 5, 2021, consisting of 6 pages, attached hereto;
- **1.1.6.** Addendum #2 to RFP No. 6818, dated December 30, 2020, consisting of 1 page, attached hereto;
- **1.1.7.** Addendum #1 to RFP No. 6818, Dated December 23, 2020, consisting of 1 page, attached hereto;

- **1.1.8.** Drawings, prepared by TMG Architects, LLC, consisting of 15 pages, attached hereto;
- **1.1.9.** Contractor's Certificate(s) of Insurance, attached hereto or otherwise incorporated by reference;
- **1.1.10.** Contractor's Performance Bond and Payment Bond, attached hereto or otherwise incorporated by reference;
- **1.1.11.** Annual Statement of Financial Interests, Disclosure and Affidavit Regarding Outstanding Obligations to the City of Waterbury; Non-Collusion Affidavit; Debarment Certification; Corporate Resolution, incorporated by reference;
- **1.1.12.** State Wage Rate Documentation, consisting of 9 pages (and as otherwise incorporated by reference in accordance with any required changes), attached hereto;
- **1.1.13.** All applicable Federal, State and local statutes, regulations, charter and ordinances, incorporated by reference;
- 1.1.14. All Permits and Licenses, incorporated by reference; and
- **1.1.15.** Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.
- 1.2. The entirety of Attachment A plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.
 - **1.2.1.** Federal, State, and local laws, regulations, charter and ordinances
 - **1.2.2.** Contract Amendment(s) and Change Orders
 - **1.2.3.** This Contract
 - **1.2.4.** Addendum #2 to RFP No. 6818
 - **1.2.5.** Addendum #1 to RFP No. 6818
 - **1.2.6.** Contractor's Proposal
 - **1.2.7.** RFP No. 6818 (including attachments)
- 2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.
 - **2.1.** Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a

contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

- **2.2.** Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.
- 3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:
 - **3.1. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's solicitation/request for proposal documents, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the solicitation process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:
 - **3.1.1** it conducted or had opportunity to conduct all due diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the solicitation process to ask questions it saw fit and to review the responses from the City;
 - **3.1.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
 - **3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;
 - 3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its proposal. In the event the

Contractor failed to disclose any such new cost prior to the submittal of its proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

- **3.1.5** it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;
- **3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's solicitation documents and other documents for RFP Number 6818 (collectively "Proposal Documents");
- **3.1.7.** it agrees that the Proposal and Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;
- **3.1.8.** it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;
- **3.1.9** it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and
- **3.1.10** The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.
- **3.2. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.
- **3.3. Storage**. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure,

provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

- **3.4. Working Hours.** The Contractor will provide a schedule of work and will meet with the City and School representatives as needed and as requested in order to plan out the schedule for the Project. To the extent the Contractor is required to be on the site location at 32 Hillside Avenue or other City property to render the Contractor's services hereunder, Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless otherwise stated or agreed to in writing by the School and City representatives and the Contractor. This provision shall not excuse the Contractor from timely performance under the Contract.
- **3.5.** Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.
- **3.6. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.
- **3.7. Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.
 - **3.7.1** In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.
- **3.8**. **Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not,

without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

- 3.8.1 Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the Project who will have any potential direct contact with a student pursuant to this Agreement have no history of violations of the laws of regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who are involved with the students in the transition program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.
- **3.9. Subsurface/Unknown Site Conditions**. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.
- **3.10. Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.
- **3.11. Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.

- **3.12. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.
- **3.13.** Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.
- **3.14.** Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.
- 4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.
 - **4.1**. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.
 - **4.2.** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.
- 5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within One Hundred Twenty (120) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within One Hundred Fifty (150) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").
 - **5.1.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit

for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

- **5.2.1** Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.
 - **5.2.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per consecutive calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.
 - **5.2.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

- **6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.
 - **6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **One Hundred Eighty Thousand Two Hundred Seven Dollars (\$180,207.00)** hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal Price as awarded by the City and as is set forth in **Attachment A's** "Contractor's Revised Price Proposal" submitted February 4, 2021, which is summarized below:
 - i. \$163,825.00....(Option 3, Bid Item 1.0: Base Bid (Phase 1: First Floor)
 - ii. \$16,382.00.....(Option 3, Bid Item 2.0: Allowance for Changes)
 - **6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.
 - **6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.
 - **6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.
 - **6.3.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become

- delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.
- **6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP Number 6818 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.
- 6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.
- **6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
- **6.7.** Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.
- **6.8. Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.
- **6.9.** Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

- 7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) Three Hundred Sixty Five (365) consecutive calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the Final Completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or Attachment A.
 - **7.1.** The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

- **8.1.** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.
- **8.2.** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.
- **8.3.** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

- 9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor 's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- **9.2.** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- **9.3**. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the

responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

- **9.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.
- **9.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.
- **9.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.
- 10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) three hundred sixty five (365) consecutive calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

- 11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or

indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

- 11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- **11.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:

\$1,000,000.00 per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance:

\$1,000,000.00 Combined Single Limit (CSL) each Accident Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & nonowned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of

Connecticut. Employers' Liability:

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance:

\$1,000,000.00 each Occurrence

\$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Contractors Pollution Liability Insurance:

\$1,000,000.00 each Occurrence/Claim

\$1,000,000.00 Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

- 11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.
- 11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- 11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builder's Risk and Professional Liability." Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.
- 11.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies and endorsements and riders.
- 12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees,

injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

- **12.1. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.
- **12.2.** Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.
 - 12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
 - 12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act

provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.

12.4.1 Definitions – For purposes of this paragraph:

- i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.
- "Minority business enterprise" means any small contractor (A) ii. fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.
- **iii.** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching

expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

- 12.4.2 If applicable, the Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.
- 12.4.3 If applicable, the Contactor shall be subject to the following set-aside requirements if the municipal public works contact, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.
- **12.4.4** Set-Aside requirements Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:
 - i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
 - ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.
- **12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.
- 13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.
 - 13.1. Discrimination Because of Certain Labor Matters. No person employed on

the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

- (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:
 - (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, 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 insure that applicants with jobrelated 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, 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;
 - (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 on Human Rights and Opportunities;
 - (3) 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;

- (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 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 section 46a-56, as amended by this act.
- (b) 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 project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

- (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions, if applicable:
 - (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 of 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 section 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 section 46a-56.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

- **14.1.1** If applicable, the Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.
- **14.1.2** Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.
- **14.1.3** This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

- viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.
- **14.1.5 Hiring Goals.** If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:
 - i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
 - ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
 - iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
 - iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
 - v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
 - vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
 - vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.
- **14.1.6 Good Faith Efforts.** The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the

commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

- **14.1.8 Other Contractor Obligations.** In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.
 - i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.
 - **ii.** The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.
 - iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.
 - **iv.** The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

- **14.2.1** If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:
 - i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

- ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.
- **14.2.2** If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.
- **14.2.3** The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.
- **14.2.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.
- **14.2.5** The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.
- **14.2.6** Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.
- **15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38, and as amended, may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):
 - **15.1.** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - **15.2.** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this

Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- 15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- **15.4.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- **15.5.** The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- **15.6.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or

if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

- **16.1.1** In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.
- **16.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.
- **16.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.
- 16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.
 - **16.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said

demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

- **16.4.3 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.
- **16.4.4 Delivery of Documents.** In the event of termination, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).
- 17. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond either Party's control, including without limitation:
 - **17.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
 - **17.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
 - 17.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
 - 17.4. strikes and labor disputes; and
 - 17.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations set forth in Section 5 of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that

all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

- **18.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- **18.2.** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.
- **18.3.** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.
- 19. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- **20. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.
- 21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
- 22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous

agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

- **24. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.
- 25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- **26. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract

- completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.
- ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.
- **27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.
- **27.2.3** City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.
- **27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.
- **27.4.** Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.
- 28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 68181; (ii) Scope of Services

(attachment F to RFP No.6818); and (iii) Contractor's response Proposal to RFP No. 6818. Said historical documents are attached hereto as part of Attachment A.

- **28.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
- **28.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.
- 29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.
- **30. Binding Contract.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- 31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.
- **32. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- **33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: West State Mechanical, Inc.

P.O. Box 1045

3000 South Main Street Torrington, CT 06790

City: City of Waterbury, Department of Education

Chase Municipal Building Attn: School Inspector's Office

236 Grand Street

Waterbury, CT 06702

With a copy to: City of Waterbury

Office of the Corporation Counsel

235 Grand Street, 3rd Floor Waterbury, CT 06702

- 34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:
 - **34.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
 - **34.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
 - **34.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
 - **34.4**. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

- **34.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- **34.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- **34.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- **34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.
- **34.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- **34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of

- Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of City and on the internet at the City Clerk's web http://www.waterburyct.org/content/9569/9605/9613/default.aspx [click link titled "The City of Waterbury Code of Ordinances Current to 12/31/2019". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- **34.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.
- **34.12**. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- **34.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.
- **34.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- **34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.
- **35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

- 35.1 <u>Additional Work</u>: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 <u>Bid or Proposal</u>: The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 <u>Bidder or Proposer</u>: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.
- **35.4** City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 <u>Construction Supervisor</u>: An employee of the City of Waterbury, or other City duly authorized person.
- 35.6 <u>Contract Time</u>: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 <u>Equal</u>: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 <u>Final Completion</u>: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 <u>Notice to Proceed</u>: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- **35.10** <u>Plans</u>: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- **35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

- 35.12 <u>Shop Drawings</u>: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13 <u>Specifications or Technical Specifications</u>: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14 <u>Subcontractor</u>: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15 <u>Substantial Completion</u>: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16 <u>Substitution</u>: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17 <u>Supplementary General Conditions</u>: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19 <u>Using Agency</u> Department of Education, School Inspector's Office

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:	CITY OF WATERBURY
Sign:	By:Neil M. O'Leary, Mayor
Print Name:	Neil M. O'Leary, Mayor
Sign:	Date:
Print Name:	
WITNESSES:	WEST STATE MECHANICAL, INC.
Sign:	By:
Print Name:	Print Name:
	Its:
	(Title)
Sign:	
Print Name:	Date:

ATTACHMENT A

- 1. City's RFP No. 6818, consisting of 10 pages (excluding attachments thereto, incorporated by reference), attached hereto;
- 2. City's Scope of Services (attachment F of City's RFP No. 6818), consisting of 1 page, attached hereto;
- 3. City's Award Letter, dated February 18, 2021, consisting of 1 pages, attached hereto;
- 4. Contractor's Revised Cost Proposal (with Options 1, 2, and 3), submitted February 4, 2021, consisting of 2 pages, attached hereto;
- 5. Contractor's Response ("Proposal") to RFP No. 6818 and Contractor Qualification Statement (responsive attachment E to RFP No. 6818) (excluding City City compliance documents, original price proposal, drawings and insurance documents), submitted January 5, 2021, consisting of 6 pages, attached hereto;
- 6. Addendum #2 to RFP No. 6818, dated December 30, 2020, consisting of 1 page, attached hereto;
- 7. Addendum #1 to RFP No. 6818, Dated December 23, 2020, consisting of 1 page, attached hereto;
- **8.** Drawings, prepared by TMG Architects, LLC, consisting of 15 pages, attached hereto;
- **9.** Contractor's Certificate(s) of Insurance, attached hereto or otherwise incorporated by reference;
- 10. Contractor's Performance Bond and Payment Bond, attached hereto or otherwise incorporated by reference;
- 11. Annual Statement of Financial Interests, Disclosure and Affidavit Regarding Outstanding Obligations to the City of Waterbury; Non-Collusion Affidavit; Debarment Certification; Corporate Resolution, incorporated by reference;
- 12. State Wage Rate Documentation, consisting of 9 pages(and otherwise incorporated by reference in according with any required changes), attached hereto;
- 13. All applicable Federal, State and local statutes, regulations, charter and ordinances, incorporated by reference;
- 14. All Permits and Licenses, incorporated by reference; and
- 15. Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

CITY OF WATERBURY EDUCATION DEPARTMENT

REQUEST FOR PROPOSAL #6818 BY THE CITY OF WATERBURY BOARD OF EDUCATION FOR

Installation of Heat Pump and Air Conditioning System at 32 Hillside Avenue, Waterbury, CT 06710

A. Background and Intent

The Board of Education of the City of Waterbury (the "City") is seeking Proposals for the Installation of Heat Pump and Air Conditioning System at 32 Hillside Avenue, Waterbury, CT 06710 (the "Project") with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

B. Qualifications

- 1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:
 - a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
 - b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
 - c. Adequate staff/employees to perform/complete the work in a timely manner;
 - d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
 - e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

C. Scope of Services

Scope of Services shall be as per attached Technical Specifications (<u>Attachment F</u>) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

D. Agreement Period

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City's written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall Substantially Complete all work and services required under this Contract within **ONE HUNDRED TWENTY (120) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **ONE HUNDRED FIFTY (150) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

E. General Information

- 1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.
- 2. There will be a <u>mandatory</u> Information Session with respect to this RFP on <u>December 18, 2020</u> at 1:00 pm. at Yeshiva K'tana (Elementary School) located at 32 Hillside Avenue, Waterbury, Connecticut 06710. Those not attending the Information Session at Yeshiva K'tana will not be eligible to submit a Proposal in connection with this RFP.
- 3. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in <u>Attachment A</u> (Contract Compliance Documents) attached hereto and made part of this RFP.
- 4. All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury eProcurement website and must be received by 2:00 PM on December 28, 2020. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.
- 5. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury eProcurement website by 2:00 PM on December 30, 2020. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.

F. Management

Any award of work resulting from this RFP will be managed by the School Inspector's Office, the Chief Operating Officer and the Finance Office of the Waterbury Board of Education.

G. Conditions

- 1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:
 - a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
 - b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
 - c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
- f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- 1. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See <u>Attachment B</u>.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume

no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Submittal Requirements & Required Format

Option #1 - uploading electronic documents per below instructions **no later than at 10:45 AM on January 5, 2021** (no Proposals received after that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one City of Waterbury — Request for Proposal #6818 12-14-2020 rev Installation of Heat Pump and Air Conditioning System at 32 Hillside Avenue, Waterbury, CT 06710.doc category classification.

All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at: https://waterburyct.procureware.com/register

Option #2 – One original (clearly identified as such) and seven (7) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address **no later than 10:45 AM on January 5, 2021** (no Proposals received after that time shall be considered):

Mr. Kevin McCaffery Director of Purchasing City of Waterbury 235 Grand Street, Room 103 Waterbury, CT 06702

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
- b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.

2. Each Proposal shall contain the following three (3) forms, fully completed, as follows:

- a. Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).
 - i. Proposers shall complete <u>Attachment C</u> addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in <u>Attachment C</u>, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.

- ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per <u>Attachment C</u>, which is attached hereto and made part of this RFP.
- iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.

b. Price Proposal (Attachment D).

- i. Proposal pricing shall inclusive of all costs associated with proving the services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
- ii. The Price Proposal (<u>Attachment D</u>) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."
- iii. Note regarding Price Proposal: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

c. Contractor's Qualification Statement (Attachment E).

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.
- 3. Proposals may, at Proposer's discretion, contain the following:
 - a. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
 - b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. Qualifications of this RFP.
- c. Financial strength of Proposer.

d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

a. The City will have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved to The City

- a. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.
- b. Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D). Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

K. Federal, State and Local Employment Requirement (NOT APPLICABLE TO THIS RFP).

Proposers, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance "), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

L. State Set-Aside Requirements (NOT APPLICABLE TO THIS RFP).

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

M. Insurance Requirements

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

At no additional cost to the City, the Successful Proposer shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFP and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

General Liability:

\$1,000,000 each Occurrence \$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

Auto Liability:

\$1,000,000 Combined Single Limit Each Accident

Any Auto, All Owned and Hired Autos

Providing coverage to protect the City with respect to claims for damage for bodily injury and/or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

Workers Compensation: WC Statutory Limits:

Employers' Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease Each Employee

\$500,000 EL Disease Policy Limit

Successful Proposer shall comply with all State of Connecticut statutes as it relates to workers' compensation.

Excess/Umbrella Liability Insurance:

\$5,000,000 each Occurrence \$5,000,000 Aggregate

Contractors Pollution Liability Insurance:

\$1,000,000 each Occurrence/Claim

\$1,000,000 Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

Failure to Maintain Insurance: In the event the Successful Proposer fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Successful Proposer's invoices for the cost of said insurance.

Cancellation: The City of Waterbury shall receive written notice of cancellation from the Successful Proposer at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury is listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers' Compensation. All policies shall include a Waiver of Subrogation". The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

No later than thirty (30) calendar days after Successful Proposer receipt, the Successful Proposer shall deliver to the City a copy of the Successful Proposer's insurance policies, endorsements, and riders.

N. City of Waterbury Contract Form/RFP Documents

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Contractor", Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Bid" or "Bid Form" shall mean "Price Proposal "as the context so requires.

O. Performance/Payment Bonds

Proposer's attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

P. Proposal Security

a. Each Proposal shall be submitted as directed herein and any Proposal with a Total Price Proposal of over FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00):

i. if Proposal is submitted electronically, the Proposal shall be accompanied by a copy of the Proposal Security (a Certified Check or Bid Bond dated on or before the date of Proposal submission) in the amount of ten (10) percent of the Proposer's Total Price Proposal. Upon issuance of a Notice of Award for this project, the Successful Proposer will receive instructions from the City on what to do with the original Proposal Security.

ii. If Proposal is submitted in hard copy format, the Proposal shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of ten (10) percent of the Proposer's Total Price Proposal.

Q. Prevailing Wages

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder's attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

END OF SECTION

RFP #6818 ATTACHMENT F Scope of Services

GENERAL DESCRIPTION

Installation of Heat Pump and Air Conditioning System at 32 Hillside Avenue, Waterbury, CT 06710 for the benefit of the Yeshiva K'tana School as follows:

Provide a fully operational turnkey air conditioning system for the school building located at 32 Hillside Avenue, Waterbury, CT 06710 including a labor, materials, supervision, equipment, tools insurance, taxes and all applicable state and local licensing, permitting, inspections and approvals in order to perform the work;

Design and install an air conditioning system for the building at 32 Hillside Avenue, Waterbury, CT 06710 to service the classrooms, conference rooms, labs and offices within the building;

All technical aspects of the design shall be included in the proposal including but not limited to HVAC load calculations, equipment and material sizing and specifications. All design work shall be performed by a licensed Engineer with stamped engineering drawing as required;

The air conditioning system shall be sized using current ASHAAE standards;

Contractor is responsible for following all state and local guidelines and codes;

Contractor will provide "as built" drawings for the complete project installation;

Contractor will provide all rigging and crane services necessary for placement of any roof units;

Contractor will provide and install all necessary piping, fittings and tube connections and drainage within the system consistent with manufacturer's installation guidelines utilizing available duct chases within the building or via similar connections consistent with industry standards;

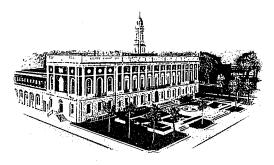
Contractor will provide and install all electrical panels and/or subpanels that may be required to run the system in mutually agreed location(s) and shall make all necessary wiring and connection upgrades to existing electrical services to accommodate the system;

Contractor will provide all required checks, testing and start-up of the system;

Contractor will produce all manufacturer warranty information and operation manuals that may be applicable to the equipment installed and shall supply at least a one (1) year warranty against all defects in workmanship for the installation services provided;

Contractor will provide a schedule of work and will meet with the City and School representatives as needed and requested in order to plan out the schedule and monitor the project work. Installation will be undertaken in such as manner as to minimize disruption to the operations of the school.

KEVIN McCAFFERY DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY CONNECTICUT

February 18, 2021

Francis S. Delaney West State Mechanical, Inc. PO Box 1045 Torrington, CT 06790

RFP#

6818

Project:

Installation of Heat Pump and Air Conditioning System at 32 Hillside Ave.

Dear Mr. Delaney,

On behalf of the City of Waterbury I want to inform you that your firm has been selected to provide and install the Heat Pump and Air Conditioning System as set forth in Option 3 (Items 1.0 and 2.0) for the above mentioned project. The City shall have the sole option to exercise and obtain your services as set forth in Options 1, 2, and 3 at a future date. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery

Director of Purchasing

OPTION 1	YESHIVA (FULL PROJECT)	
BID ITEM	AMOUNT BID IN WORDS	
1.0	Base Bid Three hundred ninety eight thousand five hundred twenty	\$398,520.00
2.0	Allowance for Changes; 10% of Bid Item 1.0 Thirty nine thousand eight hundred fifty two	\$ 39,852.00
	TOTAL BID PRICE ITEMS 1.0 - 2.0 (in words) Four hundred thirty eight thousand three hundred seventy two	\$438,372.00

OPTION 2	YESHIVA (2 Phases)	
BID ITEM	AMOUNT BID IN WORDS	AAAOU INIT OUR INI NI INI
1.0	Base Bid (Phase 1: Floor 1 and 2) Three hundred thirty one thousand five hundred eleven	\$ 331,511.00
2.0	Allowance for Changes; 10% of Bid item 1.0 Thirty three thousand one hundred fifty one	\$ 33,151.00
	TOTAL BID PRICE ITEMS 1.0 - 2.0 (in words) Three hundred sixty four thousand six hundred sixty two	\$ 364,662.00
3.0	Base Bid (Phase 2: Basement) Seventy five thousand two hundred twenty six	\$ 75,226.00
4.0	Allowance for Changes; 10% of Bid item 3.0 Seven thousand five hundred twenty two	\$ 7,522.00
	TOTAL BID PRICE ITEMS 3.0 - 4.0 (in words) Eighty two thousand seven hundred forty eight	\$ 82,748.00
	GRAND TOTAL BID PRICE ITEMS 1.0-4.0 (in words) Four hundred forty seven thousand four hundred ten	\$ 447,410.00

OPTION 3	YESHIVA (3 Phases)	
BID ITEM	AMOUNT BID IN WORDS	ANACHET DID IN AUTOER
1.0	Base Bid (Phase 1: First Floor) One hundred sixty three	AMOUNT BID IN NUMBERS
	thousand eight hundred twenty five	\$163,825.00
		\$103,823.00
2.0	Allowance for Changes; 10% of Bid Item 1.0	
	Sixteen thousand three hundred eighty two	\$_16,382.00
	22520) 240	- 3 10, 302.00
	TOTAL BID PRICE ITEMS 1.0 - 2.0 (in words) One hundred eighty	
	thousand two hundred seven	\$ 180,207,00
		- 2.180,207.00
3.0	Base Bid (Phase 2: Second Floor) One hundred seventy six	
	thousand two hundred fifty six	\$ 176,256.00
		7-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3
4.0	Allowance for Changes; 10% of Bid Item 3.0	
	Seventeen thousand six hundred twenty five	\$ 17,625.00
	TOTAL BID PRICE ITEMS 3.0 - 4.0 (in words) One hundred ninety	
1.	three thousand eight hundred eighty one	\$ 193,881.00
5.0	Base Bid (Phase 3: Basement)	
	Seventy seven thousand seventeen	\$_77,017.00
	Allowance for Changes; 10% of Bid Item 5.0	
-	Seven thousand seven hundred one	\$ 7,701.00
	OTAL BID PRICE ITEMS 5.0 – 6.0 (In words)	
-	Eighty four thousand seven hundred eighteen	\$ 84,718.00
G	RAND TOTAL BID PRICE ITEMS 1.0 – 6.0 (in words) Four hundred	
	fifty eight thousand eight hundred six	s 458,806.00

END OF ATTACHMENT D

PROPOSAL

P-1: 20315 S-1: 302852 F-1: 10303 SM-1: 5895

West State Mechanical, Inc. P.O. Box 1045, 3000 South Main Street Torrington, CT 06790

Telephone: (860) 482-5919 Fax: (860) 489-4686

STC-1:0211 MC:1063

Proposal Submitted to: City of	of Waterbury Board of Education	Telephone:	Date: January 5, 2020
Street: 235 Grand Street		Job Name: RFP#6818	
City, State and Zip Code: Wa	sterbury, CT 06702	Job Location:	
Architect:	Date of Plans:	Attention: Mr. Kevin McCaffery	Job Telephone:

We hereby submit specifications and estimates to: Provide and install new heat pump air conditioning system in the "A" building at the Yeshiva K'tana complex (RFP#6818). Installation to be performed will be in accord with the following:

- 1) Provide and install a total of 33 cassette style four way discharge indoor units (per attached submittal sheets) in classrooms, conference rooms and offices on three stories of building. Breakdown as follows: **lower level**: four classrooms, one cassette each, core area, two cassettes, **first floor**: four classrooms, one cassette each, two computer labs, one cassette each, conference room, one cassette, seven offices, one cassette each, core area, two cassettes, **second floor**: eight classrooms, one cassette each, conference room, one cassette, core area, two cassettes.
- 2) Provide and install mated condensing units, one to serve each floor of building. Condensing units will be located on pads, on roof of building or on ground at Northeast corner of building as appropriate for connection to indoor units.
- 3) Provide and install refrigerant AC tube, fittings and armaflex style insulation from each indoor cassette to respective condensing unit in accord with manufacturer's installation guidelines. Piping will be installed above lay in tile ceilings and through abandoned duct chases to extend from floor to floor. Refrigerant piping will extend through roof or exterior wall as necessary for connection to respective condensing unit.
 - 4) Rigging and crane service as required for placement of units on roof.
- 5) Condensate discharge piping from cassette units, condensate pumps and gravity discharge piping to sanitary drains. Piping will be polyethylene hose and Sch. 40 PVC with socket weld fittings, as appropriate.
- 6) Provide and install master panel in mutually agreed location to monitor and manage operation of all units and to facilitate on line access from remote locations.
- 7) Electrical power and control wiring from existing service, including new subpanel to condensing units, indoor cassettes, new wall thermostats serving respective areas, and master control panel all in accord with NEC requirements.
- 8) Evacuation of systems, leak check, charge of systems with R410A refrigerant, start up, verify proper operation in both heating and cooling modes, final adjustments to refrigerant charge as necessary for optimal operation. One year warranty against defects in workmanship for installation. Manufacturer's warranty will apply to new equipment.

PROPOSAL

P-1: 20315 S-1: 302852 F-1: 10303 SM-1: 5895 STC-1: 0211 MC:1063

West State Mechanical, Inc P.O. Box 1045, 3000 South Main Street Torrington, CT 06790

Telephone: (860) 482-5919 Fax: (860) 489-4686

Proposal Submitted to: City of Waterb	ury Board of Education	Telephone:	Date: January 5, 2020					
Street: 235 Grand Street		Job Name: RFP#6818						
City, State and Zip Code: Waterbury,	CT 06702	Job Location:						
Architect:	Date of Plans:	Attention: Mr. Kevin McCaffery	Job Telephone:					
Stamped engineered dra installation.	awings as required for issu	ance of permits, permit fees fo	r mechanical and electrical					
Quoted price is for complete tu and workmanlike manner durin manner to minimize disruption	g regular working hours. V	Ve will coordinate with you for	e, performed in a professional performance of installation in a					
Not included in quoted price arupgrades or integration, work b	e the following: upgrade to eyond scope as delineated	building electrical service (if re	equired), fire alarm service applicable.					
Please call to review preceding								
We propose hereby to furnish materia Three hundred ninety eight thousand five	l and labor-complete in accordance a hundred twenty and 00/100	with above specifications, for the sum of:	dollars (\$398,520.00).					
Payment to be made as follows: Per terms of contract documents								
All materials guaranteed to be as specifie manfike manner according to standard pr from above specifications involving extra	actices. Any alteration or deviation		Alla -					
orders, and will become an extra charge of ments contingent upon strikes, accidents carry fire, tornado and other necessary in by Workers Compensation Insurance.	or delays beyond our control. Owne	ee- Francis S, Dela er to	oney, President y be withdrawn by us if not					
Acceptance of Proposal - The above satisfactory and hereby accepted. You are a Specified. Payment will be made to outline.	authorized to do the work as	ns are Signature:						
	•	Date of Acceptance:	/ 					

RFP #6818 ATTACHMENT E Contractor Qualification Statement

(Must be submitted as part of Proposal)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

DESCRIPTION TO DESCRIPTION OF THE PROPERTY OF	ARTIMENT OF TORCHASING, CITY OF WATERBURY
SUBMITTED BY:	
NAME: FRAN	CIS DELANEY
BUSINESS NAME:	VEST STATE (×) Corporation
	EOHANICAL, INC. () Partnership
	10160× 1045 () Individual
<u> </u>	OBGINGTON, OT. 06790 () Joint Venture
	() Other
	O WEST STROEDR, LITCHPIELD, OT- OB 759
BUSINESS TELEPHONE	
BUSINESS FAX NUMBER	1 1 2 2 1
DOGINESS EMMIR ADD	RESS: WSM_FRAN & Yanco.com
	(NOTE: Attach separate sheets as required)
1. How many years has	your organization been in business? 38
2. How many years has y	your organization been in business under its present business name? 38
3. If a Corporation OR I	LC, answer the following:
Date of Incorporation:	NOVEMBER 18, 1982
State of Incorporation:	CONNECTIONA
President/Member:	FRANCIS DELANEY
Vice Presidents/Members:	KIM FALLON'
Secretary/Member:	STEVEN GRENING
reasurer/Member:	FRANCIS DELANEY

State of Operation	on:	
Officers and Titl	es:	

ese, showing an	hand (other than existing contracts win nount of each contract and the appropa	th the City of Waterbury riate anticipated dates of
ese, showing an impletion/expira	nount of each contract and the appropration:	riate anticipated dates of
ist contracts on lese, showing an ompletion/expira	nount of each contract and the appropr	th the City of Waterbury riate anticipated dates of
ese, showing an impletion/expira	nount of each contract and the appropration:	riate anticipated dates of
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ese, showing an empletion/expira	nount of each contract and the appropration:	riate anticipated dates of
ese, showing an impletion/expira	nount of each contract and the appropration:	riate anticipated dates of

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6.	Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?
If YI	ES, please explain circumstance(s):
7.	Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.
	A Company post a commercial microst with providing services to the City.
	NONE
•	List your major equipment available for this contract.
	TOOLS AS REQUIRED.
	VEHICLES AS BEQUIRED.
	EQUIPMENT AS REQUIRED.
	MEANS & METHODS AS REQUIRED.
· · · · · · · · · · · · · · · · · · ·	, and the state of

9. Contrac use	d for the Project:	and off-hours telephone numbers, cellular and otherwise, to be
	ON CALL	TECH. 860-H82-5919 (24)- (Name / Telephone Number)
	(Title)	(Name / Telephone Number)
	(Title)	(Name / Telephone Number)
The unders	signed certifies under questions made herein	oath to the truth and correctness of statements and all
10. Dated at	LITCHFIELD,	OT this 5TH day of JANUARY, 2021
Nam	e of Contractor:	TE MECHANICAL, INC.
By:	Just a	Alengy
	V	DELENEY
		(Print and sign name of duly authorized principal)
Title:	PRESIC	JEN T

END OF ATTACHMENT E

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING THE GITY OF WATERBURY CONNECTICUT

ADDENDUM #2

December 30, 2020

Bid #: 6818

Project Title: Installation of Heat Pump and Air Conditioning System at 32 Hillside Avenue,

Waterbury, CT 06710

Please refer to the question and answer below.

1. Question: Is this project tax exempt?

Answer: Yes.

2. What are the permit fees for this project/location? Will they be waived?

Answer: Bidders are responsible for a turnkey project per the RFP scope. That includes but is not limited to any applicable permits.

3. Can you please provide information on the existing electrical service?

Answer: Review of existing electrical services and panels was provided during the walk through. No additional information will be provided.

4. After review of the uploaded plans, we are still requesting an additional site visit with our engineers and subcontractors. Please advise.

Answer: No additional site visit will be conducted.

Thank you.

Amy Lopez Assistant Director of Purchasing, City of Waterbury KEVIN McCAFFERY
DIRECTOR OF PURCHASING



ADDENDUM #1

December 23, 2020

Bid #: 6818

Project Title: Installation of Heat Pump and Air Conditioning System at 32 Hillside Avenue,

Waterbury, CT 06710

Please refer to the question and answer below.

1. Question:

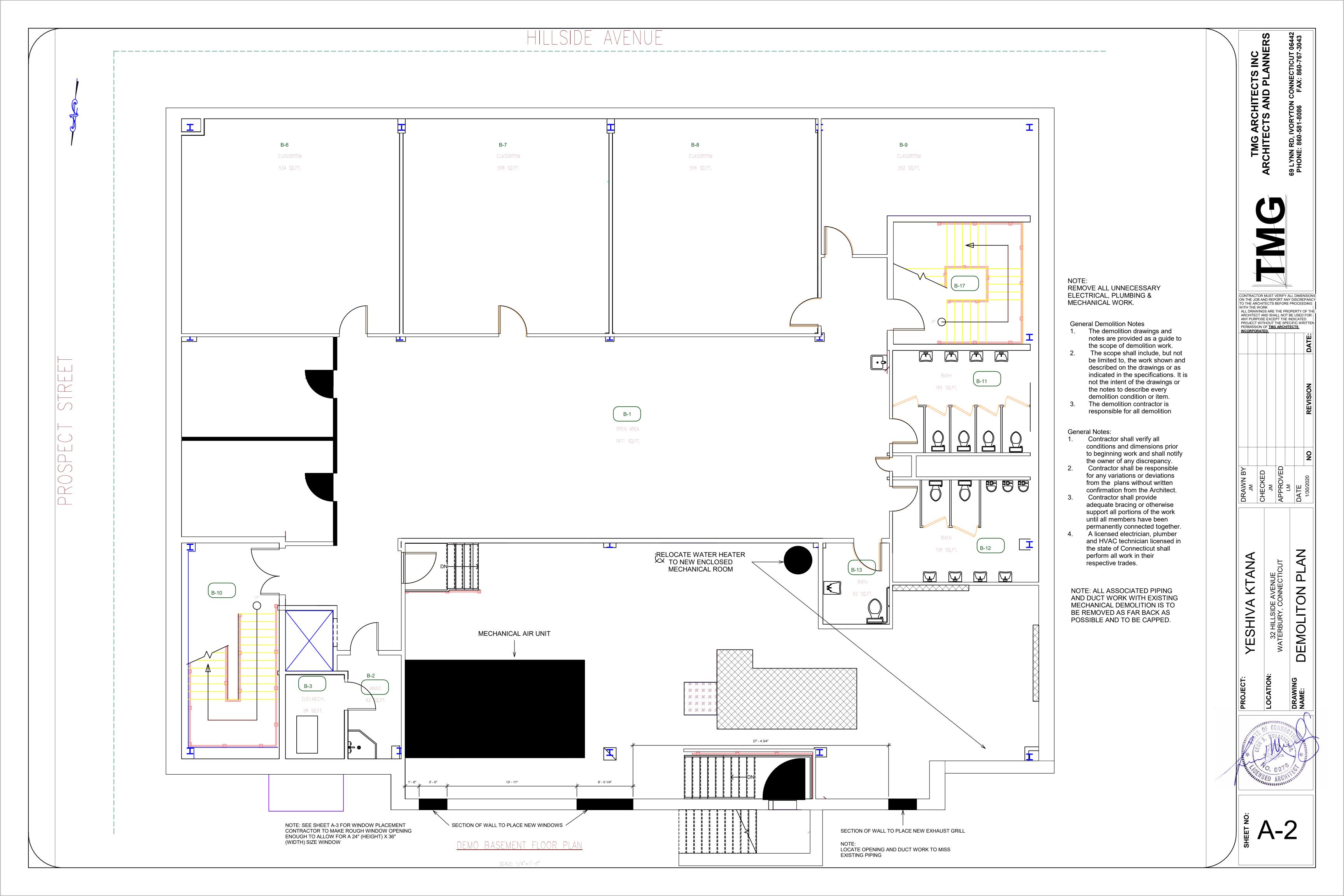
1. Are there architectural drawings available for the building . (to Scale) 2. Can we revisit the site with subcontractors and/or for site information., investigation. Who is the contact at the site to arrange this.

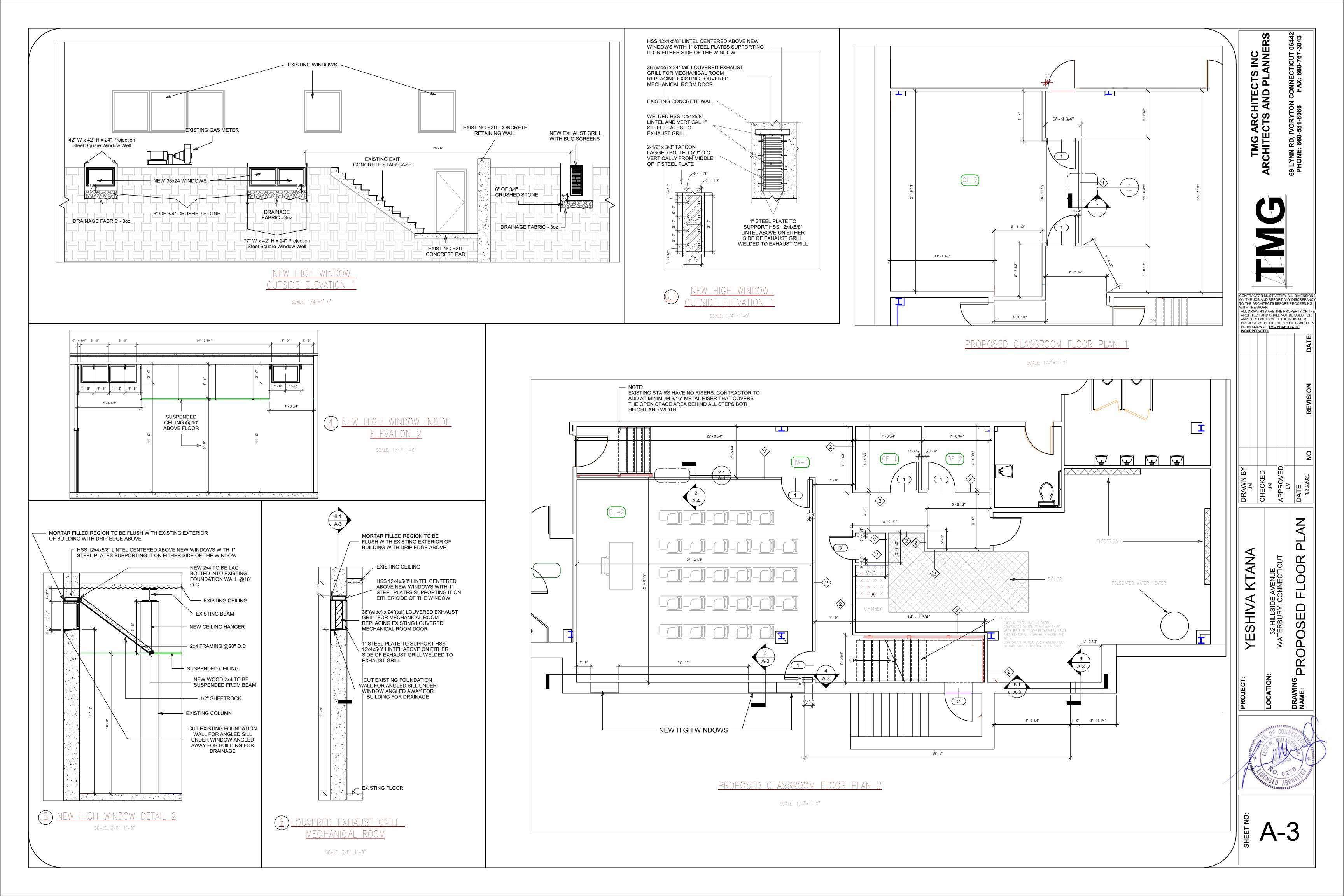
Answer: We are providing the drawings as an addendum and that no additional site visit is anticipated at this time. Please see attachments under the Documents tab in ProcureWare.

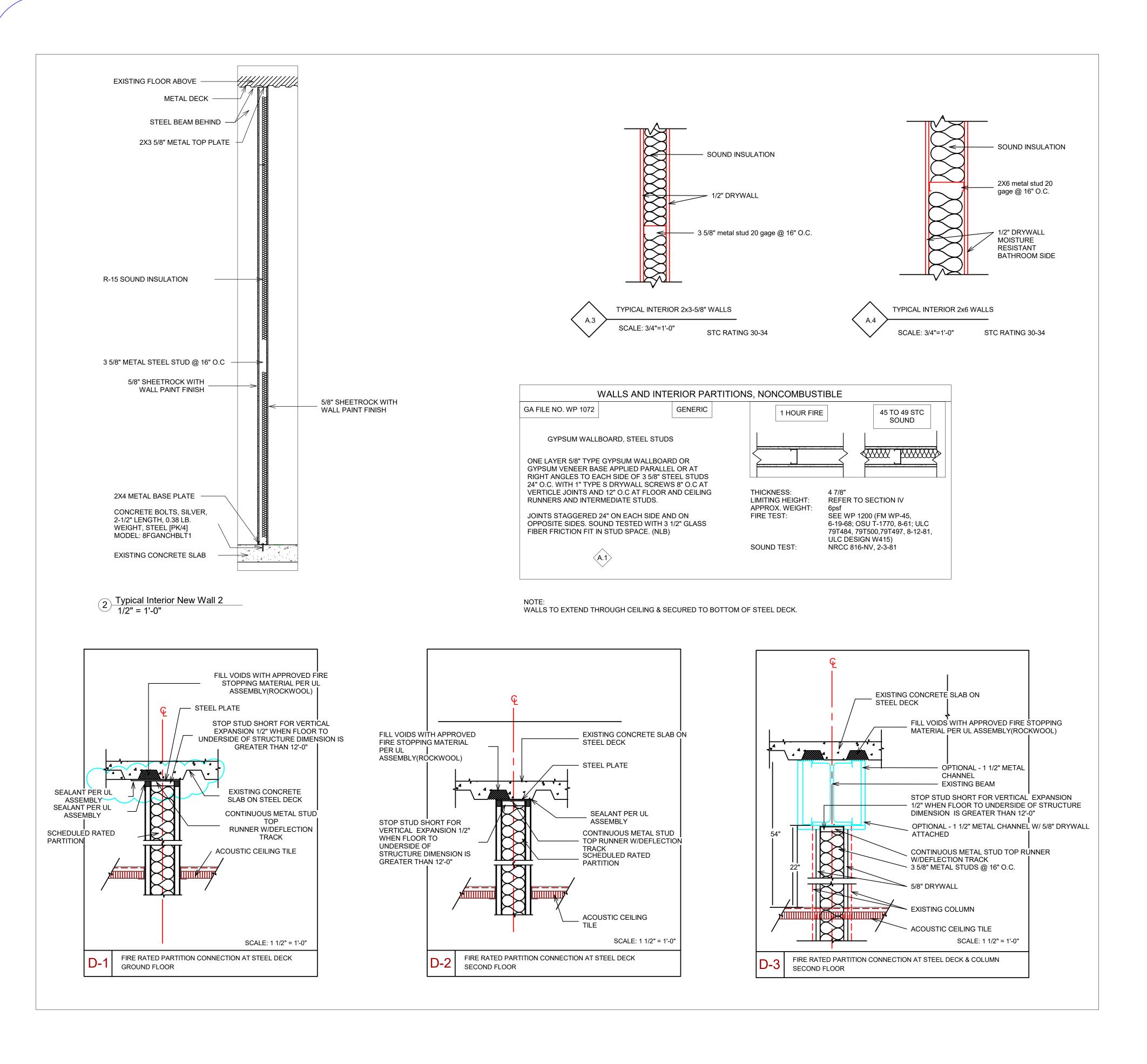
Thank you.

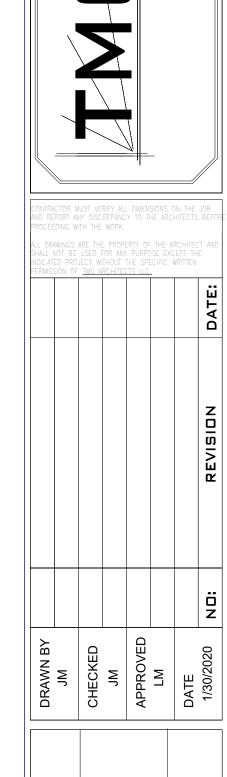
Amy Lopez

Assistant Director of Purchasing, City of Waterbury









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OF CONNECTION OF ON MEDICAL PROPERTY OF SED ARCHITECTURE OF SED AR

SHEET NO:

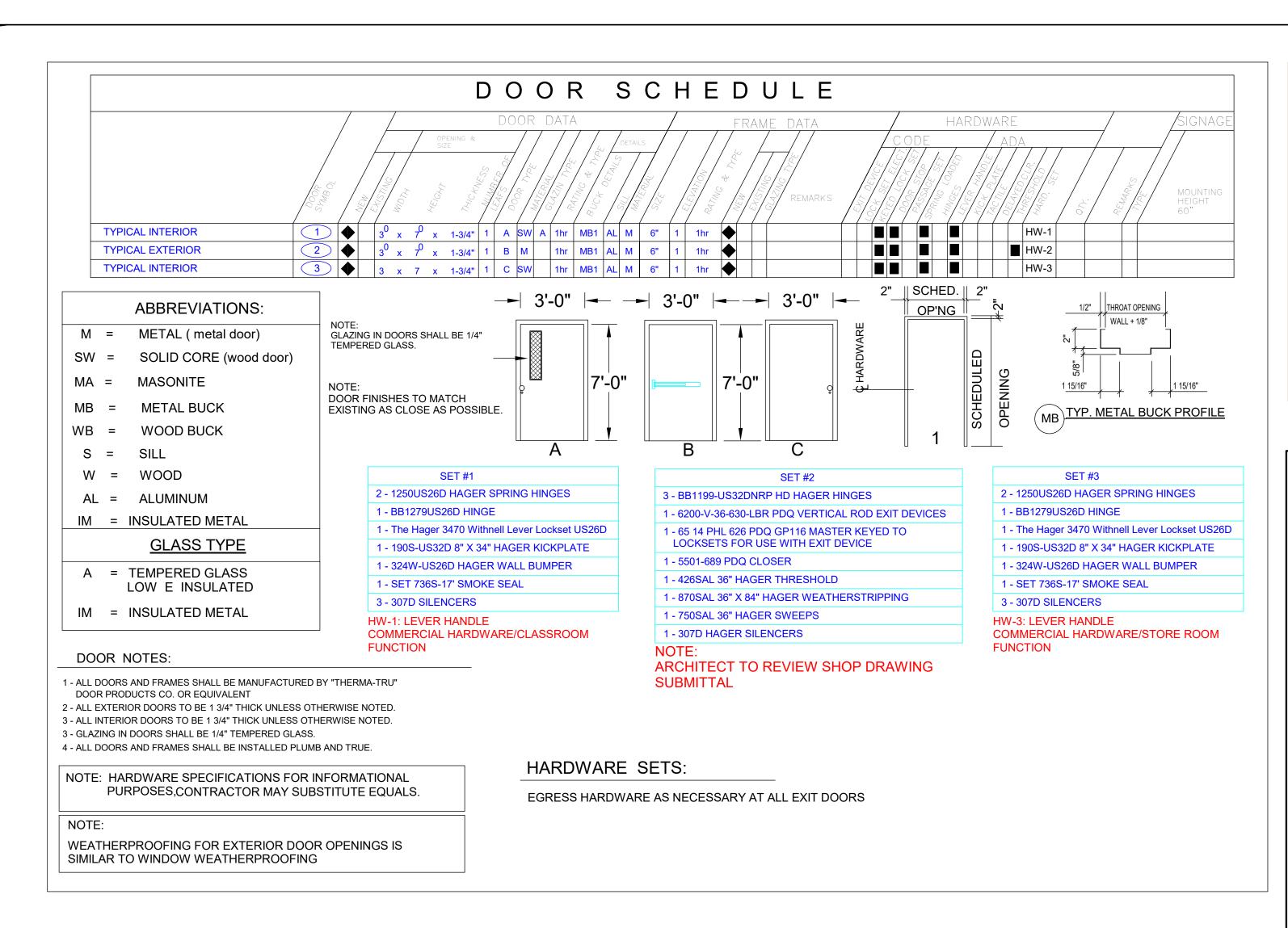
KTANA

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A-4



							R	20	Ol	VI	FII	NI	SH	1 5	SC	HE	ΞD	U	LE												
FLOOR										ВА	BASE / TRIM							VALLS						CEILING					97		
R	DOM # & NAMES	HARDWOOD	VCT - EXISTING AND/OR NEW TO MATCH EXISTING	VINYL STRIP FLOORING	VINYL SHEET FLOORING	EXISTING FLOOR TILE	VINYL TILE	CERAMIC TILE	PAINTED WOOD - MDF	VINYL 4" - EXISTING AND/OR NEW TO MATCH EXISTING	VINYL 4"	CERAMIC TILE 4" THINSET	CARPET	CERAMIC TILE	EXPOSED CONCRETE	PAINTED GYP. B'D - EXISTING AND/OR NEW TO MATCH EXISTING	WALL PAPER	VINYL WALL COVERING	PAINTED M.R. GYP. B'D.	EXPOSED METAL	PAINTED CMU	PAINTED WOOD TRIM	CERAMIC TILE	EXPOSED CONCRETE	SUSPENDED ACOUSTICAL - EXISTING AND/OR NEW TO MATCH EXISTING	GYP. B'D. PAINTED	M.R. GYPSUM BOARD	MATCH EXISTING	EXPOSED JOISTS/RAFTERS	NO CEILING	REMARKS * ALL NEW FINISHES TO MATCH EXISTING FINISHES AS CLOSE AS POSSIBLE
OF-1	OFFICE #1																														
OF-2	OFFICE #2																														
CL-1	CLASSROOM #1																														
CL-2	CLASSROOM #2																														
HW-1	HALLWAY																														

NOTE:	ALL EGRESS STAIRS TO HAVE VINYL						
	TREADS & RISERS, LANDINGS TO BE VINYL COMPOSITION TILE						
ABBREVIATIONS:							

C.T.	_	CERAMIC TILE
VCT		VINYL COMPOSITION TILE
CONC.		CONCRETE (SEALED)
GYP. BD.	_	GYPSUM BOARD
PTD.		PAINTED
CPT.	_	CARPETED

MATERIAL:	MANUFACTURER: (OR EQUAL)
CERAMIC FLOOR TILE	DAL-TILE, DAL PORCELANA
	4" X 4" WITH MATCHING COVE BASE
	COLOR BY OWNER OR EQUAL
FLOATING VINYL PLANK	LINKWERKS RAPID CLICK
CARPET	SHAW INDUSTRIES
	COLOR BY OWNER OR EQUAL
PAINT	SHERMAN WILLIAMS
	COLORS BY OWNER
BASE	WOOD TRIM BASE
	4" HIGH COLOR BY OWNER
GYPSUM BOARD	LOUISIANA PACIFIC - FIBER
	REINFORCED
	GYPSUM PANELS 5/8" THICK

<u>REMARKS</u> WINDOW SCHEDULE 1 PROVIDE JAMB EXTENSIONS 2 FACTORY APPLIED HARDWARE STANDARD SYMBOL MANUFACTURER **UNIT DIMENSIONS ROUGH OPENING** UNOBSTRUCTED GLASS QTY. REMARKS TBD 1 2 3 4 (3) ENERGY STAR ANDERSON 400 SERIES 2'-0 1/8" x 2'-11 15/16" 2'-1 1/8" x 3'-0 15/16" 4.8 sq. ft. R - EQUAL TO MEET PRESENT ENERGY CODE ALL WINDOWS TO BE VINYL CASEMENT HUNG MANUFACTURED BY CRYSTAL/ANDERSEN/MERCURY EXCELUM OR EQUAL CHOSEN BY OWNER NOTE: MINIMUM U-FACTOR - 0.30 ALL WINDOWS TO MEET R-5 QUALIFICATION

CONTRACTOR MUST VERIFY ALL DIMENSIONS ON THE JOB AND REPORT ANY DISCREPANCY TO THE ARCHITECTS BEFORE PROCEEDING WITH THE WORK ALL DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED FOR ANY PURPOSE EXCEPT THE INDICATED PROJECT WITHOUT THE SPECIFIC WRITTEN PERMISSION OF TMG ARCHITECTS.

INCORPORATED.

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TMG ARCHITECTS INC ARCHITECTS AND PLANNERS

YESHIVA KTANA

32 HILLSIDE AVENUE
WATERBURY, CONNECTICUT

SCHEDULE SHEET

LOCATION:

S. NULARON OF CONNECTION OF CO

SHEET NO:

ABBREVIATIONS

ABV. above A.F.F. above finished floor ACC. access AC. acoustical ADD. addendum ADJ. adjacent, adjustable AGGR. aggregate A/C air conditioning ALT. alternate AL. aluminum A.B. anchor bolt APPROX. approximately A.D. area drain A.T. asphalt tile AUTO. automatic BSMT. basement B.M. bench mark BET. between BIT. bituminous BLK. block BLKG. blocking BD. board BOT. bottom BLDG. building B.U.R. built-up roof CABT. cabinet C.I. cast iron C.B. catch basin CLG. ceiling CEM. cement CER. ceramic C.T. ceramic tile CLR. clear CLOS. closet COL. column COMB. combination CONSTR. construction CONT. continuous

CRT. composition resilient tile C.J. control joint CNTR. counter CTSK. countersink (sunk) CFT. cubic foot CYD. cubic yard DIAG. diagonal DIAM. diameter DIM. dimension DIV. division DR. door D.H. double hung D.S. down spout D. drain D.T. drain tile DWR. drawer DWG. drawing D.F. drinking fountain E.F. each face ELEC. electric(al) E.W.C. electric water cooler EL. elevation ELE. elevator EMER, emergency ENCL. enclose(ure) EQ. equal

EQPMT. equipment

EXCAV. excavate

EXH. exhaust

EXIST. existing

EXP. exposed

EXT. exterior

FAST. fasten(er)

F.G. fiberglass

FIN. finish(ed)

F.P. fireproof

FLG. flashing

FLEX. flexible

FLR. floor(ing)

F.D. floor drain

FND. foundation

G.A. gauge, gage

GL. glass, glazing

GD. grading, grade

HBD. hardboard

HDW. hardware

HWD. hardwood

air conditioning

HEX. hexogonal

H.C. hollow core

HOR. horizontal

H.M. hollow metal

I.D. inside diameter

INT. interior

INV. invert

JT. joint

JAN. janitor('s)

H.W.H. hot water heater

INCL. include(ed), (ing)

INSUL. insulate(d), (ion)

INTERM. intermediate

HDR. header

H.T. height

G.B. grab bar

G.C. general contract(or)

G.W.B. gypsum wall board

H.V.A.C. heating/ventalating/

FTG. footing

FLUOR. fluorescent

F.F. finished floor line

F.H.C. fire hose cabinet

F.H.S. fire hose station

F.E. fire extinguisher

F.F.EL. finished floor elevation

F.E.C. fire extinguisher cabinet

F.H.M.S. flathead machine screw

F.H.W.S. flathead wood screw

LAB. laboratory LAM. laminate(d) LAV. lavatory L.H. left hand LT. light M.B. machine bolt M.H. manhole MFR. manufacture(r) MAS. masonry M.O. masonry opening MATL. material(s) MAX. maximum MECH. mechanic(al) MED. medium MISC. miscellaneous MOD. modular MLDG. molding, moulding MT. mount(ed), (ing) MULL. mullion N.F. natural finish N.R.C. noise reduction coefficient NOM. nominal N.I.C. not in contract N.T.S. not to scale O.C. on center(s) OPG. opening OPER. operator, operating OPP. opposite OP.H. opposite hand O.D. outside diameter O.A. overall O.H. overhead PKG. package PNT. painte(d) P.F. painted finish PNL. panel PAR. parallel PTN. partition PERIM. perimeter PLAS. plaster P.LAM. plastic laminate PL.GL. plate glass PWD. plywood P.V.C. polyvinyl chloride PSF. pounds per square foot PSI. pounds per square inch PREFAB. prefabricate(d) PREFIN. prefinished Q.T. quarry tile RAD. radius R.W.C. rainwater conductor R.W.L. rainwater leader REF. reference RFL. reflect(ed), (ing), (or) REFR. refrigerator REG. register REINF. reinforce(d), (ing) R.C.P. reinforced concrete pipe R.A. return air REV. revision(s), revised R.H. right hand R.O.W. right of way R. riser R.D. roof drain RFG. roofing RM. room R.O. rough opening R.B. rubber base

SCHED. schedule(d)

SPEC. specification(s)

SECT. section

S.C. solid core

STD. standard

STOR. storage

STR. structural

SUSP. suspended

TKBO. tackboard

THK. thick(ness)

THRLD. threshold

T.W. top of wall

UNFIN. unfinished

T. tread

TYP. typical

U.D. undercut

URIN. urinal

VARN. varnish

VERT. vertical VIN. vinyl

V.B. vinyl base

V.T. vinyl tile

W.H. wall hung

WDW. window

W/O without

WD. wood

WGL. wired glass

W. wide

W.C. water closet

W.P. waterpoofing

WWF. welded wire fabric

W.T.W. wall to wall

TEL. telephone T.V. television

SYM. symmetry, symmetrical

T.P.D. toilet paper dispenser

T&G. tongue and groove

STA. station

STL. steel

SHT. sheet

SQ. square

SSK. service sink

S.S. stainless steel

MATERIAL DESIGNATIONS

PATTERN

PORDUS FILL = CONCRETE

RESILIENT

— PLASTER

FLOORING

= ACOUSTICAL TILE

EXISTING CONTOURS

TEST BORING LOCATION

BOUNDARY CORNER

— WINDOW TYPE

DOOR NUMBER

=== REVISION DESIGNATION

=== ROOM/SPACE NUMBER

BUILDING ELEVATION

——248 —— NEW CONTOURS

(5)

SYMBOLS

CERAMIC TILE

(ROUGH) = INSULATION

WOOD STUDS

CENTER LINES, FLOOR LINES

EXTERIOR ELEVATIONS /

HIDDEN LINES BELOW OR BEHIND SOLID MATERIAL

IN FRONT OF, OR ABOVE

WALL DETAIL MARKER

2 SECTION NUMBER

ELEVATION NUMBER

2 ELEVATION NUMBER

LOCATION-SHEET NUMBER

3 BUILDING ELEVATION LOCATION-SHEET NUMBER

LOCATION-SHEET NUMBER

3 ∕ BUILDING SECTION '

LINE OF OBJECTS / OPENINGS

YSHIVA K'TANA 32 HILLSIDE AVENUE WATERBURY, CONNECTICUT

SPECIFICATIONS & GENERAL CONDITIONS

DRAWINGS:

THE FIGURES AND DIMENSIONS ON PLANS SHALL BE TAKEN IN PREFERENCE TO MEASURMENTS BY SCALE, AND WHEN TWO DRAWINGS OF THE SAME PART ON DIFFERENT SCALES DISAGREE. THE PREFERENCE SHALL BE GIVEN TO THE DRAWING OF THE LARGER SCALE. IN EVENT OF A DISCREPENCY, NOTIFY THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. ERRORS AND CONFLICTS IN DIMENSIONS OR NOTES ON THE PLANS MUST BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY PART OF THE WORK.

PERMITS:

THE CONTRACTOR IS TO OBTAIN AT THERE OWN EXPENSE, ALL NECESSARY TOWN OR CORPORATION PERMITS FOR THEMSELVES AND SUBCONTRACTORS AND WILL BE HELD RESPONSIBLE FOR THE VIOLATION OF ANY STATE TOWN OR CORPORATION RIGHTS AND ORDINANCES.

CARE OF THE BUILDING:

THE CONTRACTOR MUST HAVE FULL CHARGE OF THE BUILDING UNTIL COMPLETED AND MUST BRACE, SHORE, SHEET, SECURE AND PROTECT ALL PARTS OF EXISTING AND NEW WORK AGAINST DAMAGE BY THE ELEMENTS. HE MUST ALSO PROTECT ANY ADJOINING PROPERTY.

MATERIALS:

ALL MATERIALS OR PRODUCTS TO BE NEW AND THE BEST OF THEIR RESPECTIVE KINDS IN QUALITY. ALL MATERIALS OR PRODUCTS TO BE INSTALLED IN ACCORDANCE WITH GOOD STANDARD PRACTICE AND TO THE RECOMMENDATION OF THE MANUFACTURERS OF SAID MATERIALS OR PRODUCTS

INSURANCE:

GENERAL CONTRACTOR MUST PROVIDE AND MAINTAIN ALL NECESSARY SAFEGUARDS, TAKE ALL THE NECESSARY PRECAUTIONS. AND FULLY PROTECT ALL PERSONS AND PROPERTY FROM LOSS. DAMAGE, OR INJURY. HE SHALL BE SOLEY RESPONSIBLE IF ANY OF THE ABOVE OCCURS THROUGH THE NEGLIGENCE, CARLESSNESS OR INCOMPETENCE OF HIMSELF OR EMPLOYEES.

THE SUBCONTRACTOR SHALL PURCHASE AND MAINTAIN INSURANCE OF THE FOLLOWING TYPES OF COVERAGE AND LIMITS OF LIABILITY:

INSURANCE CERTIFICATE: GENERAL LIABILITY

PROPERTY DAMAGE

PROPERTY DAMAGE

COMPREHENSIVE AUTO

GENERAL LIABILITY

1,000,000.00 EACH OCCURANCE 500,000.00 AGREGATE, PRODUCTS & COMPLETED OPERATIONS.

STATUTORY OR AS

APPLICABLE.

WORKERS COMP.

500,000.00 EACH OCCURRENCE 500,000.00 AGGREGATE 1,000,000.00 EACH PERSON

PRIVY:

THE CONTRACTOR SHALL PROVIDE TEMPORARY SANITARY CONVENIENCES FOR THE USE OF ALL EMPLOYEES ON THE WORK AND SHALL MAINTAIN SAME INTIL COMPLETION.

1,000,000.00 EACH ACCIDENT

PROPER WORKING CONDITIONS:

CONTRACTOR IS TO PROVIDE AND MAINTAIN AT ALL TIMES PROPER AND SAFE WORKING CONDITIONS INCLUDING APPROPRIATE EQUIPMENT, TOOLS, SCAFFOLDING, SHORING AND PROTECTION, ETC. CONTRACTOR IS TO BE FULLY AWARE OF STATE LABOR REGULATIONS AND NATIONAL CCUPATIONAL SAFTEY AND HEALTH ADMINISTRATION CODES AND REGULATIONS AND NATIONAL OCCUPATIONAL SAFTEY AND HEALTH ADMINISTRATION CODES AND REGULATIONS.

BUILDING CODE REVIEW

CODE INFORMATION

1. USE GROUP CLASSIFICATION (chapter 3)

Education:

BUILDING HEIGHT

2. TYPE OF CONSTRUCTION (chapter 6)

TYPE OF CONSTRUCTION REQUIRED: TYPE OF CONSTRUCTION EXISTING:

2-A 2-A

3. BUILDING HEIGHT (Chapter 5)

TABLE 503

Allowable Building Height: STORIES: 3 above grade Feet: 65' STORIES: 3 above grade Feet: 41'-6"" Actual Building Height:

BUILDING AREA (chapter 5)

ALLOWED 26,000 SQ.FT. / FLOOR BASEMENT 6,723 sf 7,087 sf GROUND FLOOR 8,825 sf SECOND FLOOR

Total Floor Area 22,635 sf

5. AREA MODIFCATIONS TO TABLE 503

None Required

6. SPRIKLER PROTECTION ENTIRE BUILDING

Bulding is fully sprinklered under NFPA 13. See note D under table

Sprinkler system substituted for 1 hr fire resistance rated construction.

REQUIRED PROVIDED

7. FIRE RESISTANCE RATED REQUIREMENTS FOR BUILDING ELEMENTS (Table 601)

	(HOURS)	(HOURS)	
 Structural Frame: including columns, girders, trusses 	1	0	
2. Bearing Walls			
Exterior	1	0	
Interior	1	0	
3. Nonbearing Walls and Partitions (Exterior)	0	0	
4. Nonbearing Walls and Partitions (Interior)	0	0	
Floor Construction (including supporting beams and joists)	1	0	
Roof Construction (including supporting beams and joists)	1	0	

8. ACCESSIBLE BUILDING

YES All signage is as existing at heights installed.

- All accessories within project scope are mounted at a height of 48 inches maximum.
- The accessible route within project scope has 36 inches of clearance throughout or better.

9. OCCUPANT LOAD:

1. BASEMENT: 119 Students 2. GROUND FLOOR 119 Students 3. SECOND FLOOR: 208 Students

> 417 Students Total

BUILDING CODES

CODE REGULATIONS:

6 DETAIL NUMBER
3 DETAIL
LOCATION—SHEET NUMBER

LOCATION-SHEET NUMBER

6 DETAIL NUMBER

DETAIL REFERENCE

SHEET NUMBER

LOCATION-SHEET NUMBER

2015 INTERNATIONAL BUILDING CODE 2015 INTERNATIONAL EXISTING BUILDING CODE 2015 INTERNATIONAL PLUMBING CODE 2015 MECHANICAL CODE 2017 NATIONAL ELECTRICAL CODE (NFPA 70) 2015 INTERNATIONAL ENERGY CONSERVATION CODE 2009 ICC A117.1 ACCESSIBILITY AND USABLE BUILDINGS & FACILITIES

THE 2018 SBC ADOPTS THE FOLLOWING MODEL CODES

INDEX

COVER SHEET

EXISTING FLOOR PLAN

DEMOLITION PLAN PROPOSED CLASSROOM #1 & #2 FLOOR PLANS

WALL DETAIL SHEET

SCHEDULE SHEET

MECHANICAL / REFLECTED CEILING PLAN

PROPOSED ELECTRICAL PLAN NEW CLASSROOM #1 PROPOSED ELECTRICAL PLAN NEW CLASSROOM #2

 LIFE SAFETY PLAN LS-1

SHEET NO:

YESHIVA

TMG ARCHITECTS LL RCHITECTS AND PLANN

INTRACTOR MUST VERIFY ALL DIMENSIONS ON THE JOB

ALL DRAWINGS ARE THE PROPERTY OF THE ARCHITECT A

NOTES / INDEX

IDICATED PROJECT WITHOUT THE SPECIFIC WRITTEN

PERMISSION OF TMC ARCHITECTS LLC.

C-1

LEGEND DESCRIPTION SYMBOL **EMERGENCY BATTERY UNIT** LIGHTED EXIT SIGN DOUBLE FACE EXIT LIGHT FIRE ALARM PULL STATION COMBINATION SMOKE DETECTOR/CARBON MONOXIDE DETECTOR COMBINATION FIRE ALARM HORN AND STROBE STROBE SD SMOKE DETECTOR (SYSTEM) FIRE ALARM CONTROL PANEL FIRE ALARM ANNUNCIATOR FIRE ALARM BEACON LIGHT LIGHTING PANEL **POWER PANEL** TELEPHONE/DATA SPEAKER/INTERCOM SWITCH S **CEILING SPEAKER** KB **KNOX BOX CURRENT TRANSFORMER METER** GROUNDING (PER N.E.C.) TELEVISION OUTLET DUCT SMOKE DETECTOR WITH REMOTE INDICATOR HEAT DETECTOR FIRE EXTINGUISHER AND BRACKET **MASTERBOX** CARBON MONOXIDE DETECTOR ROOF MOUNTEDDISCONNECT & SERVICE DUPLEX WP + GFI FIRE EXTINGUISHER AND CABINET EMERGENCY SITE LIGHTING IF LOCAL SITE LIGHTS ARE NOT CODE COMPLIANT

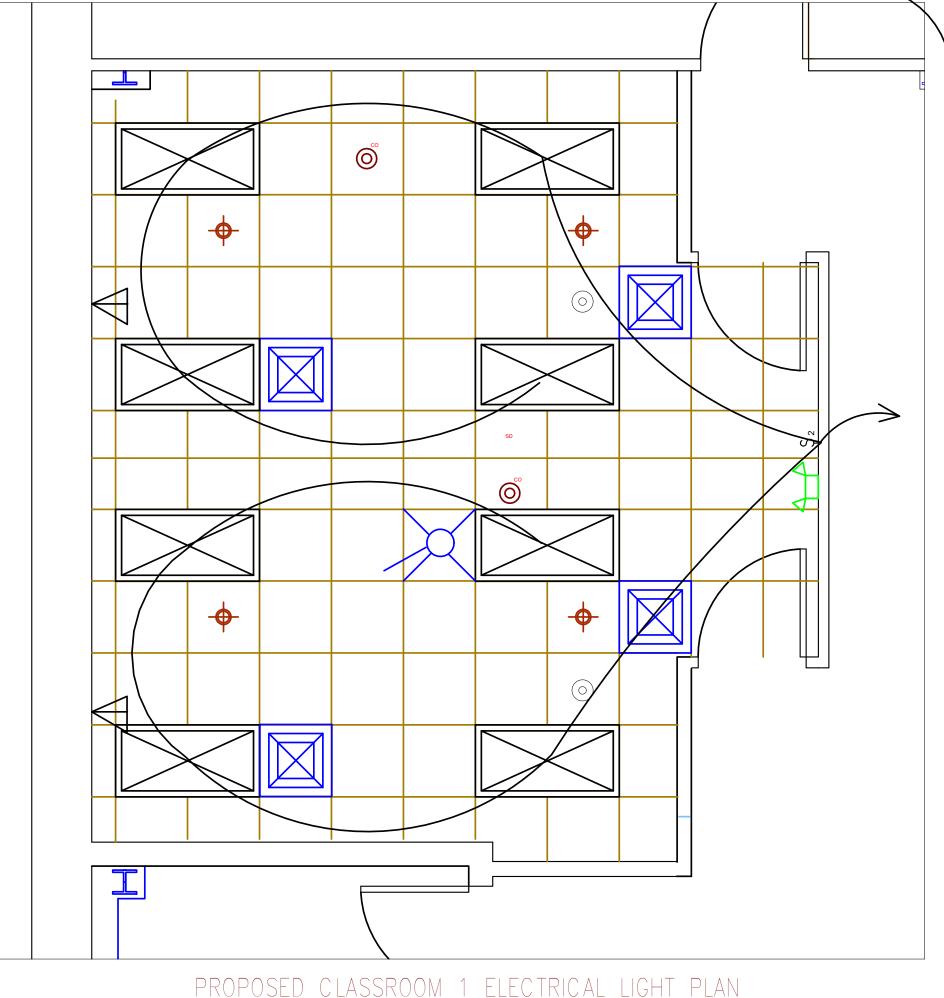
S	SINGLE POLE SWITCH	
S ₂	TWO WAY SWITCH	
S₃	THREE WAY SWITCH	
→	DUPLEX OUTLET	
⇒ _{GFI}	GROUND FAULT RECEPTACLE	
	POWER PANEL	
<i>→</i>	HOMERUN TO PANELBOARD	
\rightarrow	COMMUNICATIONS DATA	
4	EMERGENCY EXIT LIGHTS	
	CANNED RECCESED LIGHT FIXTURE	
	2'x4' LED CEILING PANEL LIGHT	
	2'x2' LED CEILING PANEL LIGHT	
	2'x2' CEILING PANEL AIR SUPPLY	
	2'x4' CEILING PANEL AIR RETURN	
SD	SMOKE DETECTOR	
© CO ²	CARBON MONOXIDE DETECTOR	
₽	EXIT	
LIGHTING TO SWITCHES I	R TO RE-CIRCUIT ALL D BE CONTROLLED BY N EACH AREA. LT PROTECTION BY CODE	
	TURES/BULBS TO MEET THE / STAR 3 RATINGS	
NOTE: ALL ELECTRICAL OUTLETS TO BE INSTALLED PER CODE, DRAWINGS ARE DIAGRAMMATIC ONLY.		

General Notes

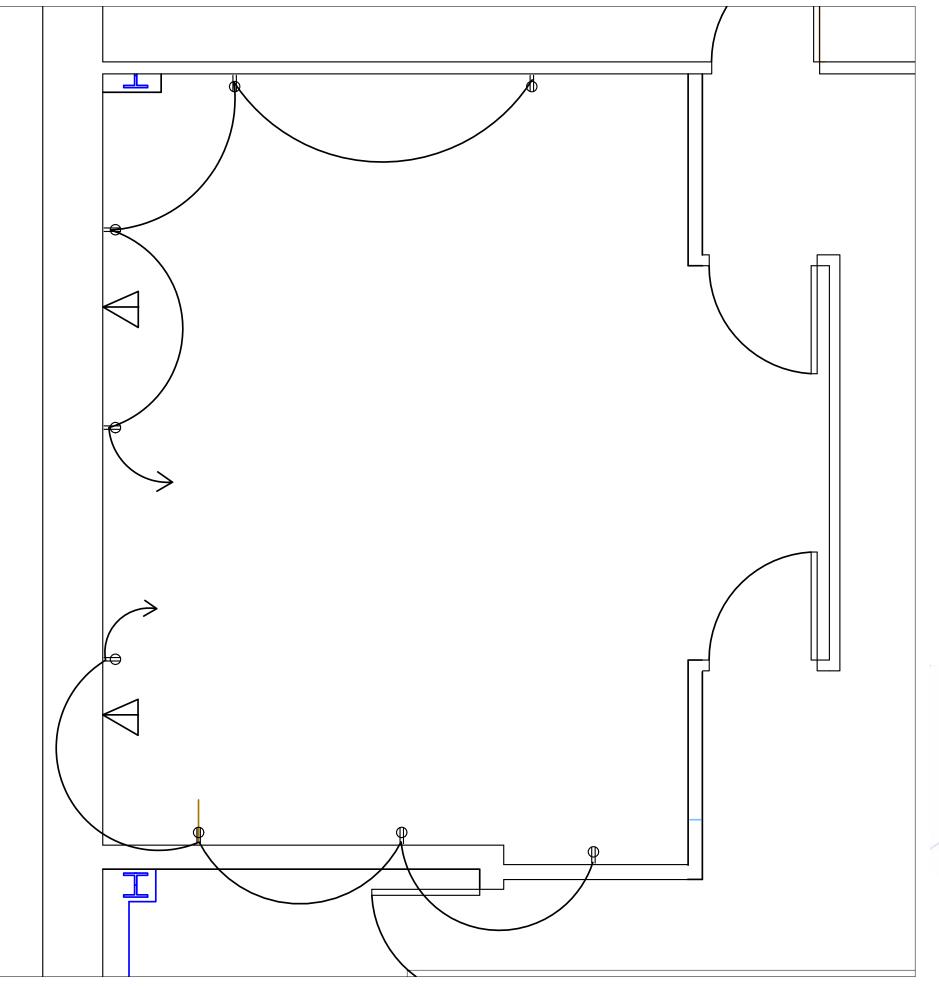
- CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECITONS AND TESTING.
- ARCHITECTURAL AND/OR ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE PAID FOR BY THAT CONTRACTOR.
- ALL WORK PERFORMED SHALL BE BY AN ELECTRICAL CONTRACTOR LISCENCED TO DO WORK IN CONNECTICUT
- 4. ALL WORK SHALL .MEET ALL REQUIREMENTS SET FORTH BY ANY LOCAL ORDINANCE AND GOVERNING AUTIIORITIES.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, LATEST EDITION NEC, AND THE LATEST EDITIONS OF ALL LOCAL CODES RULES, AND ORDINANCES HAVING JURISDICITON.
- THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK SHOWN AND/OR NOTED ON THE DRAWINGS AND SPECIFICATIONS.
- ALL REQUIRED INSURANCE SHALL BE PROVIDED FOR PROTECITON AGAINST PUBLIC UTILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
- THE ELCTRICAL CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BID AND VERIFY ALL CONDITIONS, LOCATIONS, DIMENSIONS AND COUNTS AS SHOWN AND/OR NOTED ON THE DRAWINGS. THIS SHALL INCLUDE ANY AND ALL FABRICATIONS REQUIRED PRIOR TO INSTALLATION.
- 9. THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL SCHEDUALING IN ACCORDANCE WITH THE CURRENT SCHEDULE
- 10. ALL MATERIALS AND WORKMANSHIP ARE TO BE FREE FROM DEFECTS FOR A PERIOD OF NO LESS THAN (1) YEAR FROM DATE OF ACCEPTANCE, UNLESS INDICATED OR SPECIFIED OTHERWISE
- 11. ANY CORRECTION TO DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVB BEEN DAMAGED THEREBY.
- 12. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR TO EXISTING WORK AND ANY AND ALL DAMAGES TO BUILDING SURFACES, EQUIPMENT AND FURNISHINGS CAUSED DURING PERFORMANCE OF WORK.
- 13. ALL ELECTRICAL EQUIPMENT SHALL BE MEET UNDERWRITERS LABORITORIES, INC. (UL) STANDARDS. AT A MINIMUM ALL EQUIPMENT SHALL MEET APPICABLE STANDARDS FOR THE TYPE OF EQUIPMENT AND INTENDED USE OF THE **FOLLOWING:**
- AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
- ILLUMINATING ENGINEERING SOCIETY (IBS)
- AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) NATIONAL ELCTRICAL MANUFACIURERS ASSOCIATION (NBMA)
- NOTE: THESE STANDARDS ARE SUBORDINATE TO CODES AND STANDARDS SET BY UL.
- 15. THESE PLANS AND/OR SPECIFICATIONS DO NOT SHOW EVERY MINOR DETAIL OF CONSTR.UCITON. THE CONTRACTOR SHALL BE EXPECTED TO FURNISH AND INSTALL AIL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
- 16. ALL CONDUIT OR WIRE RUNS ARE SHOWN DIAGAMMATICALLY. ALL ROUTING SHALL BE DETERMINED IN THE FIELD, UNLESS OTHERWISE NOTED. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL THE PROPER NUMBER OF CONDUCTORS IN ALL RACEWAYS AS REQUIRED TO ACCOMPUSH THE PROPER FUNCTIONING OF THE DEVICE OR EQUIPMENT AS SHOWN.
- 17. THE ELECTRICAL CONTRACTOR SHALL NOT SCALE DRAWINGS. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT UNLESS OTHERWISE NOTED.
- 18. THE ELECTRICAL CONTRACTOR SHALL KEEP ALL AREAS IN WHICH WORK IS BEING PER FORMED FREE FROM DEBRIS AT ALL TIMES AND SAID AREAS SHALL BE LEFT BROOM CLEAN AT THE END OF EACH WORKING DAY.
- 19. FOR ELCTRICAL POWER SYSTEM:
- COORDINATE POWER SERVICE WITH POWER COMPANY.
- **B.** VERIFY LOCATION OF POWER SERVICE TERMINATION WITH POWER COMPANY PRIOR TO SUBMJTI'ING BID.
- 20. FOR TELEPHONE SYSTEM:
- PROVIDE GROUNDING FOR ALL TELEPHONE OUTLETS AND EQUIPMENT PER REQUIREMENTS OF TELEPHONE COMPANY.
- B. TELEPHONE CONDUITS SHALL NOT BE INSTALLED IN THE SAME TRENCH WITH POWER AND LIGHTING CONDUITS.
- C. MAKE TERMINATIONS OF TELEPHONE CONDUIT AS DIRECTED BY TELEPHONE
- D. VERIFY LOCATION OF TELEPHONE SERVICE WITH TELEPHONE COMPANY PRIOR TO SUBMITTING BID.
- E. USE EXTERIOR GRADE 3/4" PLYWOOD BACKBOARDS FOR MOUNTING TELEPHONE EQUIPMENT AND TERMINAL STRIPS. PAINT BOARD ON ALL SIDES AND EDGES WITH TWO COATS OF BLACK ASPHALT PAINT.
- 21. ALL CONDUCTORS SHALL BE IN CONDUITS. ALL CONDUITS SHALL BE IN GALVANIZBD RIDGID STEEL (GRS) EXCEPT THAT
- (A) PVC CONDUITS MAY BE USED UNDERGROUND PROVIDED ELBOWS AND RISERS ARE GRS. WHERE SUBJECT TO PHYSICAL DAMAGE
- (B) ELBCTRICAL METALLIC TUBING (EMT) MAY BE USED IN OR ON WALLS OR CEILINGS WHERE NOT SUBJECT TO MECHANICAL DAMAGE, DAMP OR CORROSIVE CONDITIONS.
- (C) LIQUID TIGHT FLEXIBLE CONDUIT WHERE REQUIRED, (D) FLEXIBLE METALLIC CONDUIT (WC CABLE WITH GROUNDING CONDUCTOR) WHERE REQUIRED IN DRY LOCATIONS ONLY. ALL CONDUITS IN HAZARDOUS AREAS (PER NEC) SHALL MEET THE REQUIRHMENTS OF NEC CHAPTER.

Outline Specifications

- ALL CONDUCTORS SHALL BE COPPER U.O.N.TYPE THWN OR THWN INSULATION RATED
- 2. 75% WET/DRY EXCEPT WHERE OTHERWISE REQUIRED BY U.L. OR CODES UNLESS
- OTHERWISE NOTED. MINIMUM WIRE SIZE SHALL BE#12 AWG EXCLUDING CONTROL WIRING.
- 4. WIRE WAYS SHALL BE SIZED AS REQUIRED, PER NBC, UNLESS OTHERWISE NOTED.
- OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED NUTS IN WET OR DAMP LOCATIONS AND SPECIAL ENCLOSURE FOR OTHER CLASSIFIED AREAS. PROPER PLASTIC RINGS SHALL BE USED WITH OUTLET BOXES.PROPER COORDINATION BETWEEN ELECTRICAL SUBCONTRACTOR AND GENERAL CONTRACTOR FOR PLASTIC RING INSTALLATION WILL BE REQUIRED. NO "GOOF" RINGS SHALL BE ALLOWED. ALL OUTLET BOXES SHALL BE SECURELY FASTENED.
- 7. ALL FACE PLATES SHALL BE WHITE DECORA UNLESS OTHERWISE INDICATED ON THE DRAWINGS OR AS SELECTED BY THE OWNER.
- 8. FUSES SHALL BE CURRENT LIMITING, PER UL. RATED 600VOLTS UNLESS OTHERWISE NOTED.
- 9. A. NO TIME DELAY FUSES IN MAIN SWITCHES AND SWITCHES FEEDING PANELS. B.TIME DELAY FUSE FOR MOTOR AND A/C SWITCHES.
- 10. CIRCUIT BREAKERS SHALL BE BOLT-ON U.O.L, INVERSE TIME-TYPE (THERMAL-MAGNETIC) TWO AND THREE POLE CIRCUIT BREAKERS SHALL HAVE COMMON TRIP. ALL PANELBOARDS SHALL HAVE COPPER
- 11. UNLESS NOTED AS EXISTING, ALL EQUIPMENT, WIRING, DEVICES, ETC. SHALL BE NEW.
- 12. PROVIDE FIRE RETARDANT U.L. APPROVED SEALANT ON ALL PENETRATIONS OF FIRE RATED PARTITIONS, WALLS, AND STRUCTURAL SLABS.
- 13. THE EQUIPMENT GROUNDING TERMINAL BARS OF THE NORMAL AND EMERGENCY ELECTRICAL SYSTEM PANELBOARDS SERVING THE SAME BUILDING SHALL BE BONDED TOGETHER WITH AN INSULATED. CONTINUOUS COPPER CONDUCTOR NOT SMALLER THAN NUMBER 6.
- 14. PROVIDE LAMPS WITH FIXTURES. SEE LUMINAIRE SCHEDULE FOR LAMPTYPE.
- 15. CONTRACTOR SHALL VERIFY EACH FIXTURE VOLTAGE PRIOR TO ORDERING
- PROVIDE TEMPORARY ELECTRICAL SERVICE FOR USE BY ALL TRADES DURING CONSTRUCTION AND REMOVE SAME AT COMPLETION OF PROJECT..
- 17. THE ELECTRICAL CONTRACTOR SHALL FURNISH A COMPLETE SET OF AS-BUILT DRAWINGS. SHOWING ALL CHANGES AND DEVIATIONS TO THE ARCHITECT/ENGINEER DRAWINGS PRIOR TO COMPLETION OF PROJECT.
- 18. PREPARE AND AFFIX A TYPEWRITI'EN DIRECTORY TO THE INSIDE COVER OF EACH PANELBOARD INDICATING LOADS SERVED BY EACH CIRCUIT AND PANEL FEEDING THE BOARD.
- 19. PROVIDE UL. LISTED COMPOUND APPLIED TO BACK OF 'BACK.TO BACK' BOXES IN RATED
- 20. WALLS WHERE THE BOXES ARE LESS THAN 34 INCHES APART MEASURED HORIZONTALLY.
- 21. METER CANS, HUBS, AND LUGS FOR SAME ARE TO FURNISHED AND INSTALLED BY CONTR.ACTOR. CONTRACTOR TO VERIFY SPECIFIC TYPE OF METER CAN TO BE USED WITH F.PL. PRIOR TO BID.ALL THREE PHASE METER AND COMMERCIAL USE SHALL HAVE LEVELER BYPASS AS PER FPL REQUIREMENTS.
- 22. PROVIDE A PERMANENT SIGN ON THE MAIN ELECTRICAL ROOM DOOR TO THE BUILDING STATING THAT THE SEVICE DISCONNECTS ARE LOCATED INSIDE.
- 23. SIGNS SHALL BE PLACED AT THE MAIN DISCONNECT EQUIPMENT INDICATING TYPE AND SIZE.
- 24. LOCATION OF ON-SITE EMERGENCY POWER SOURCES.
- 25. VOLTAGE AND SERVICE NUMBER SHALL BE INDICATED AT EACH DISCONNECT.
- 26. FOR EMERGENCY EXIT SIGNS AND EMERGENCY BATTERY PACKS MAKE CONNECTION AHEAD OF ALL SWITCHES.PROVIDE SELF TEST DEVICES.
- 27. THE CONTRACTOR SHALL SUBMIT 6 COPIES OF EQUIPMENT SHOP DRAWINOS FOR ELECTRICAL EQUIPMMENT TO THE ARCHITECT FOR REVIEW PRIOR TO ORDERING SUCH EQUIPMENT.
- 28. ALL EMPTY CONDUITS SHALL BE PROVIDED WITH PULL STRING MARKED AT BOTH ENDS.
- 29. CONTRACTOR SHALL PROVIDE NEUTRAL TO ALL EQUIPMENT AS NECESSARY



SCALE: 3/8"=1'-0"



HITE

TMG ARCHARCHITECTS /

NTRACTOR MUST VERIFY ALL DIMENSION

ON THE JOB AND REPORT ANY DISCREPANC TO THE ARCHITECTS BEFORE PROCEEDING

ALL DRAWINGS ARE THE PROPERTY OF 1 ARCHITECT AND SHALL NOT BE USED FOR ANY PURPOSE EXCEPT THE INDICATED PROJECT WITHOUT THE SPECIFIC WRITTEN

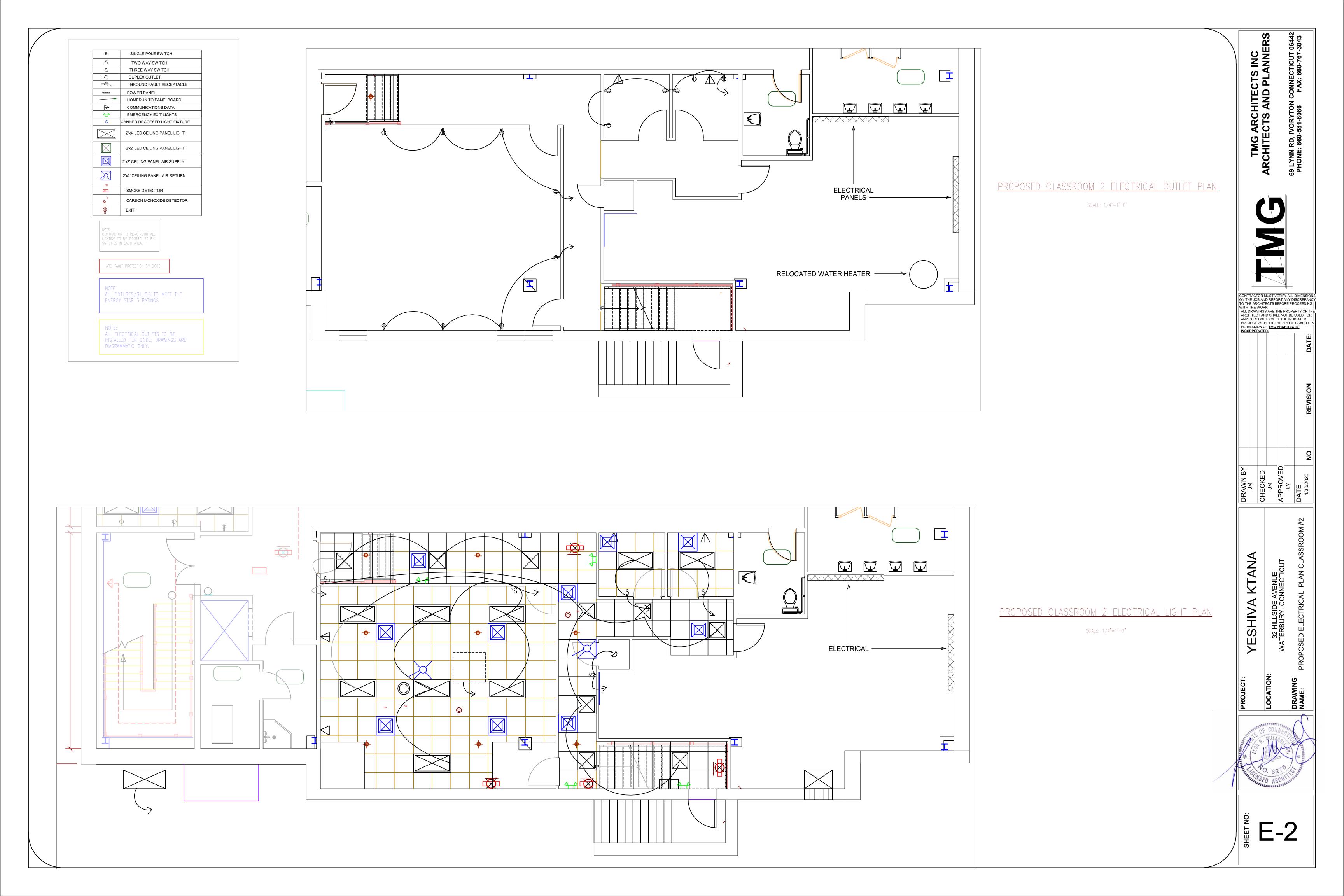
PERMISSION OF TMG ARCHITECTS

WITH THE WORK

INCORPORATED.

SCALE: 3/8"=1'-0"

PROPOSED CLASSROOM 1 FLECTRICAL OLITLET PLAN



NOTE:

FAA

CTS

ALL SMOKE DETECTORS, HEAT DETECTORS, CARBON MONOXIDE DETECTORS, AND HORN STROBES IN ALL AREAS TO BE WIRED TO THE MAIN FIRE ALARM SYSTEM.

ROOF MOUNTEDDISCONNECT & SERVICE DUPLEX WP + GFI

EMERGENCY SITE LIGHTING IF LOCAL SITE LIGHTS

FIRE ALARM SYSTEM

HEAT DETECTOR

MASTERBOX

FIRE EXTINGUISHER AND BRACKET

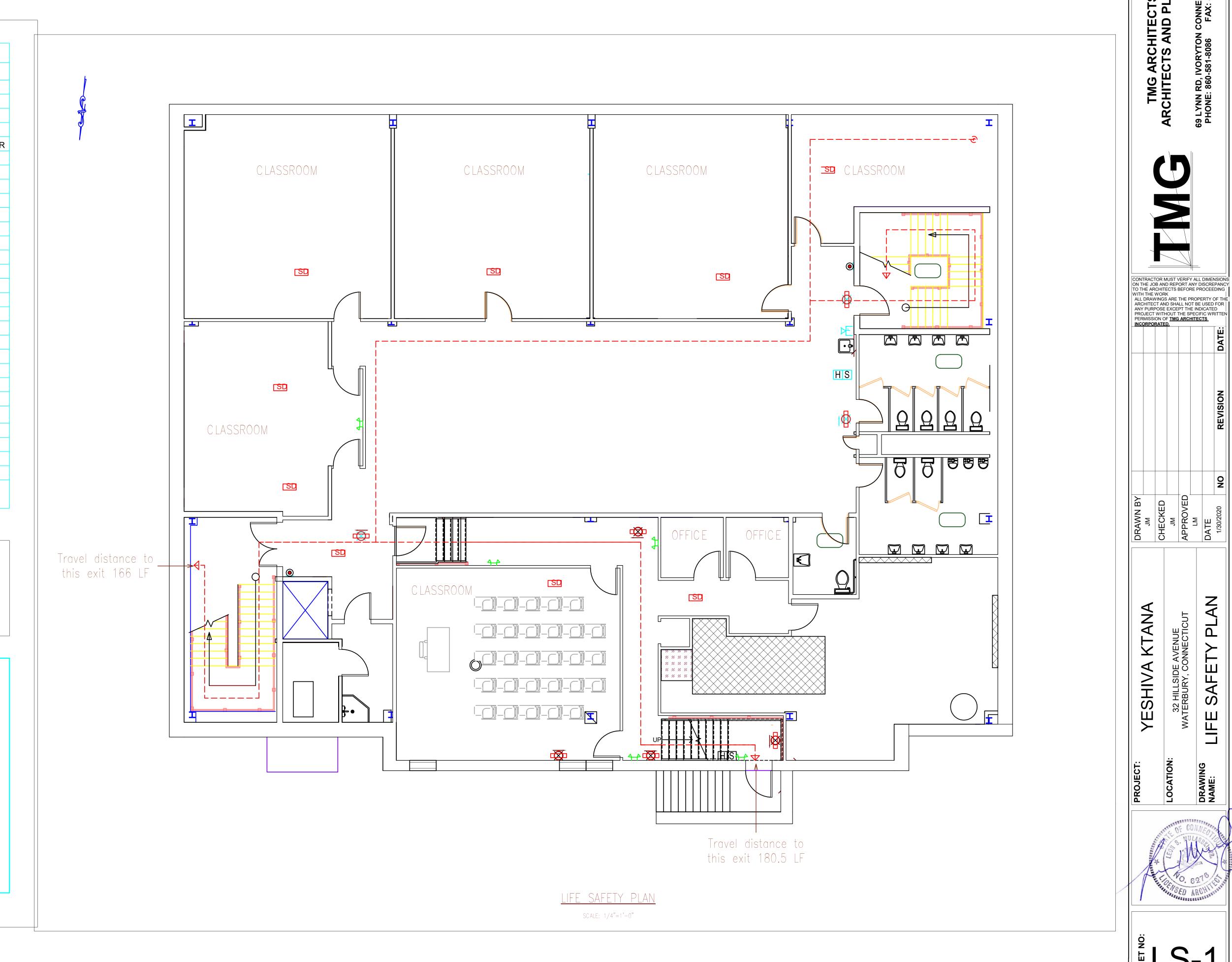
CARBON MONOXIDE DETECTOR

FIRE EXTINGUISHER AND CABINET

ARE NOT CODE COMPLIANT

Existing Fire alarm panel to remain, Fire alarm contractor to rezone the panel by area use with indicating circuit capability.

- 1. Zones to be: smoke detection per floor by area, sprinkler water flow and supervisory, pull stations at hallways and exits per floor, heat detector in elevator machine room and mechanical room, smoke detector recall at all elevator lobbies.
- 2. Indicating circuits to be: outdoor sounder/flasher, system shall be monitored with indoor horn/strobes in halls and general spaces.



PLAN

N = New

E = Existing



EXISTING 24"x48" LIGHT FIXTURE

NEW 24"x48" LIGHT FIXTURE

EXISTING INTERCOM SPEAKER

NEW 24"x24" LIGHT FIXTURE

©E = EXISTING SMOKE DETECTOR

= NEW SMOKE DETECTOR

← = EMERGENCY LIGHT

24"x24" FIRE DAMPER THROUGH GRILL CONNECTED TO THE FIRE ALARM SYSTEM FOR AUTOMATIC CLOSURE DURING FIRE ALARM. (MODEL& SIZE TO BE SUBMITTED FOR REVIEW). -IN THIS CONDITION CONTRACTOR TO EXTEND RETURN DUCT PLENUM IN CEILING TO THE NEW OFFICE AREA.

MECHANICAL CONTRACTOR TO RELOCATE HVAC DUCTS AS SHOWN. PROVIDE 1NEW REGISTER EXTENDED FROM EXISTING REGISTER W/ 8x8 INSULATED DUCT

ALL LIGHT FIXTURES TO BE CHANGED TO LED FLAT PANELS.

VERIFY THAT EXISTING MECHANICAL SYSTEM IS MONITORED BY THE FIRE ALARM SYSTEM & SHUTS OFF IN ANY ALARM CONDITION

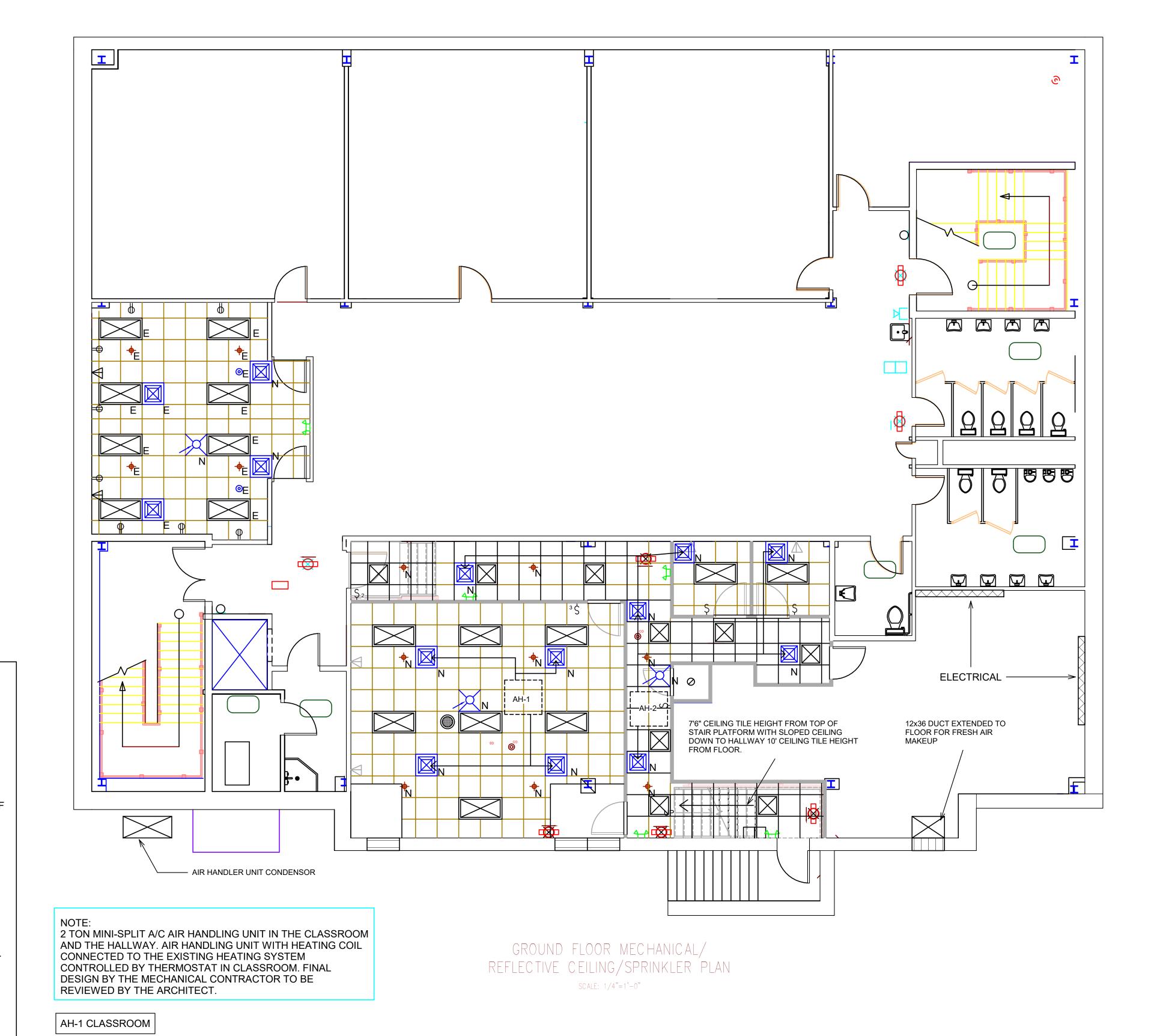
ALL OPENINGS CREATED BT ANY WORK SHALL BE FIRE CAULKED, VERTICAL & HORIZONTAL.

MECHANICAL NOTES HEATING, VENTILATING AND AIR CONDITION (HVAC)

- 1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO COMPLETE THE DESIGN AND INSTALLATION OF HEATING, COOLING, AND VENTILATING SYSTEMS, INCLUDING BUT NOT LIMITED TO HUMIDIFICATION CONTROL, EXHAUST FANS, GAS FIRED EQUIPMENT FLUES AND APPLIANCE VENTS. HEATING PLANT DISTRIBUTION, AIR CONDITIONING SYSTEM HUMIDIFICATION, TEMPERATURE AND ENTIRE SYSTEM SHALL CONFORM TO APPLICABLE ASHRAE AND SMACNA STANDARDS. CONTRACTOR SHALL CALCULATE HEAT LOSS AND GAIN. SIZE ALL DUCTS AND EQUIPMENT TO GUARANTEE SYSTEM WILL HEAT BUILDING TO 70°F AT 10°F OUTSIDE TEMPERATURE WITH 15M.P.H. WIND AND COOL HOUSE TO 74°F AT 95°F OUTSIDE TEMPERATURE.
- 2. VENT ALL POWDER ROOM TOILET COMPARTMENTS AND BATHROOMS WITH EXHAUST FANS THROUGH ATTIC TO ROOF VENTS. PROVIDE 2 CFM OF EXHAUST PER SQUARE FOOT OF FLOOR AREA.
- 3. ALL SUPPLY, RETURN AND EXHAUST DUCT OPENINGS SHALL BE COVERED WITH SCREENING DURING CONSTRUCTION.
- 4. JOINTS AND SEAMS OF SUPPLY AND RETURN DUCTS TO BE SECURED PROPERLY AND SUBSTANTIALLY AIRTIGHT.
- 5. PROVIDE RETURNS AND AIR REGISTERS IN EACH ROOM.(SEE SCHEDULE)
- 6. ALL SHEET METAL DUCT SYSTEMS TO HAVE SUFFICIENT IN-LINE DAMPERS FOR BALANCING PURPOSES.

AH-2 HALLWAY/OFFICES

- 7. RUN ALL DUCTWORK TIGHT TO UNDERSIDE OF CONSTRUCTION IN CEILING AREA SPACE WITH FLEX PIPING- NO MORE THAN 20% COMPACTION ALLOWED. (SEE ALTERNATE)
- 8. TYPE "B" FLUES TO BE INSTALLED IN ACCORDANCE WITH THEIR LISTINGS AND MANUFACTURER'S INSTRUCTIONS.
- 9. HEATING CONTRACTOR TO RUN ALL CONDENSATION LINES TO ROOF DRAINS.



TMG ARCHITECTS INC ARCHITECTS AND PLANNERS

CONTRACTOR MUST VERIFY ALL DIMENSIONS ON THE JOB AND REPORT ANY DISCREPANCY TO THE ARCHITECTS BEFORE PROCEEDING

WITH THE WORK

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ARCHITECT AND SHALL NOT BE USED FOR
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PERMISSION OF TMG ARCHITECTS
INCORPORATED.

INCORPORATED.

KTANA

SHIVA

GROUNDING (PER N.E.C.)
TELEVISION OUTLET
DUCT SMOKE DETECTOR '
HEAT DETECTOR
REMOTE HEAD FIRE ALARM PULL STATION

COMBINATION SMOKE DETECTION

COMBINATION FIRE ALARM HO CURRENT ROOF MOUNTEDDISCONNECT & SERVICE FIRE EXTINGUISHER AND CABINET EMERGENCY SITE LIGHTING IF LOCAL ARE NOT CODE COMPLIANT FIRE ALARM ANNUNCIATOR FIRE ALARM BEACON LIGHT MASTERBOX CEILING SPEAKER TELEPHONE/DATA

SPEAKER/INTERCOM LIGHTING PANEL ARBON MONOXIDE <E DETECTOR (SYS

ALARM CONTROL</pre> EXTINGUISHER TRANSFORMER ALARM HORN SWITCH A N D BRACKET SERVICE AND CARBON MONOXIDE
AND STROBE INDICATOR DUPLEX LIGHTS € D

GFI

EMERGENCY LIGHTED EX

NCY BATTERY
EXIT SIGN

TECTOR

DESCRIPTION

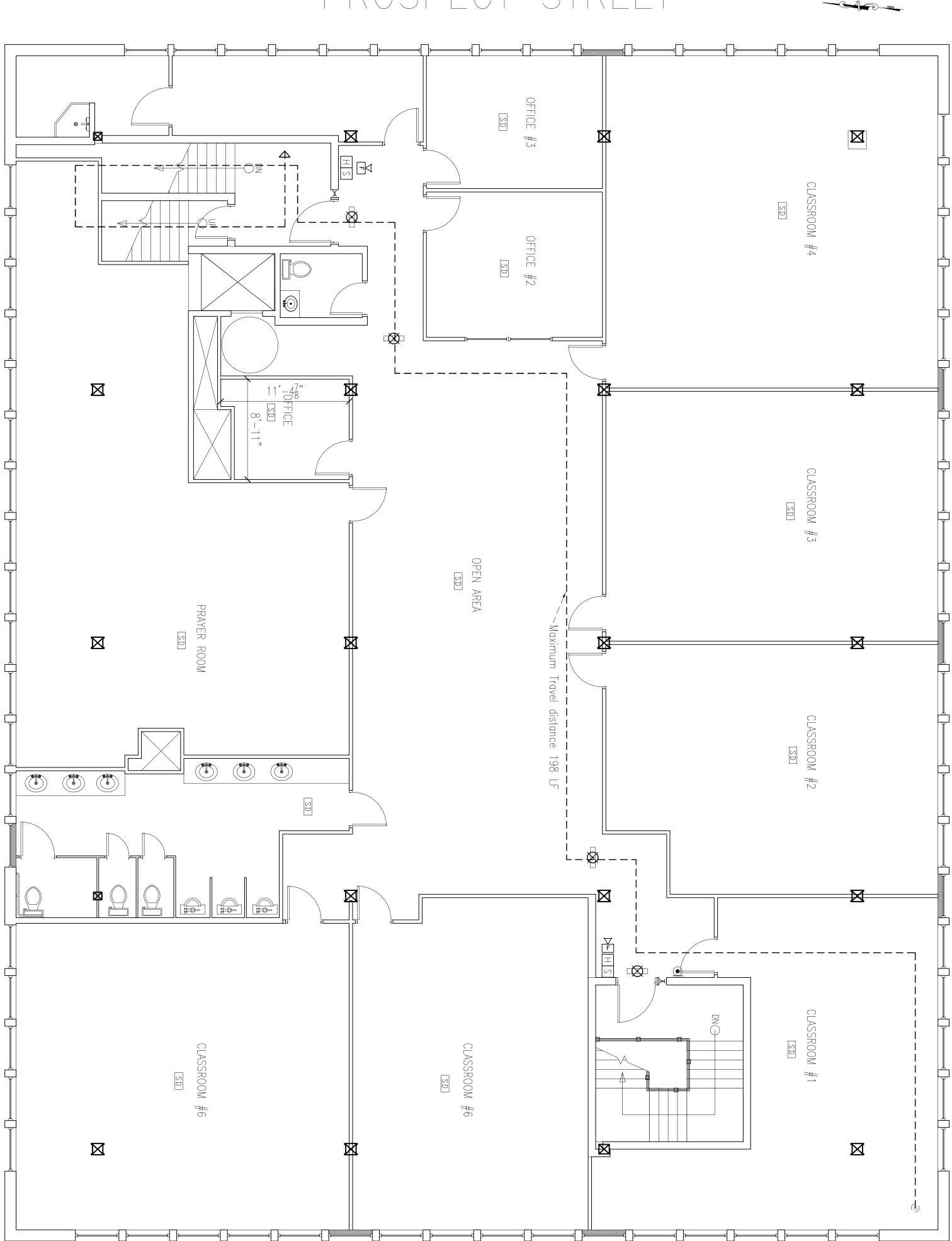
FIRE ALARM SYSTEM

1. Zones to be: smoke detection per floor by area, sprinkler water flow and supervisory, pull stations at hallways and exits per floor, heat detector in elevator machine room and mechanical room, smoke detector recall at all elevator lobbies.

Existing Fire alarm panel to remain, Fire alarm contractor to rezone the panel by area use with indicating circuit capability.

2. Indicating circuits to be: outdoor sounder/flasher, system shall be monitored with indoor horn/strobes in halls and general spaces.

NOTE: ALL SMOKE DETECTORS, HEAT DETECTORS, CARBON DETECTORS, AND HORN STROBES IN ALL AREAS TO WIRED TO THE MAIN FIRE ALARM SYSTEM. MONOXIDE BE



PROJECT: YESHIVA K'TANA LOCATION: 32 HILLSIDE AVENUE WATERBURY, CONNECTICUT DRAWING

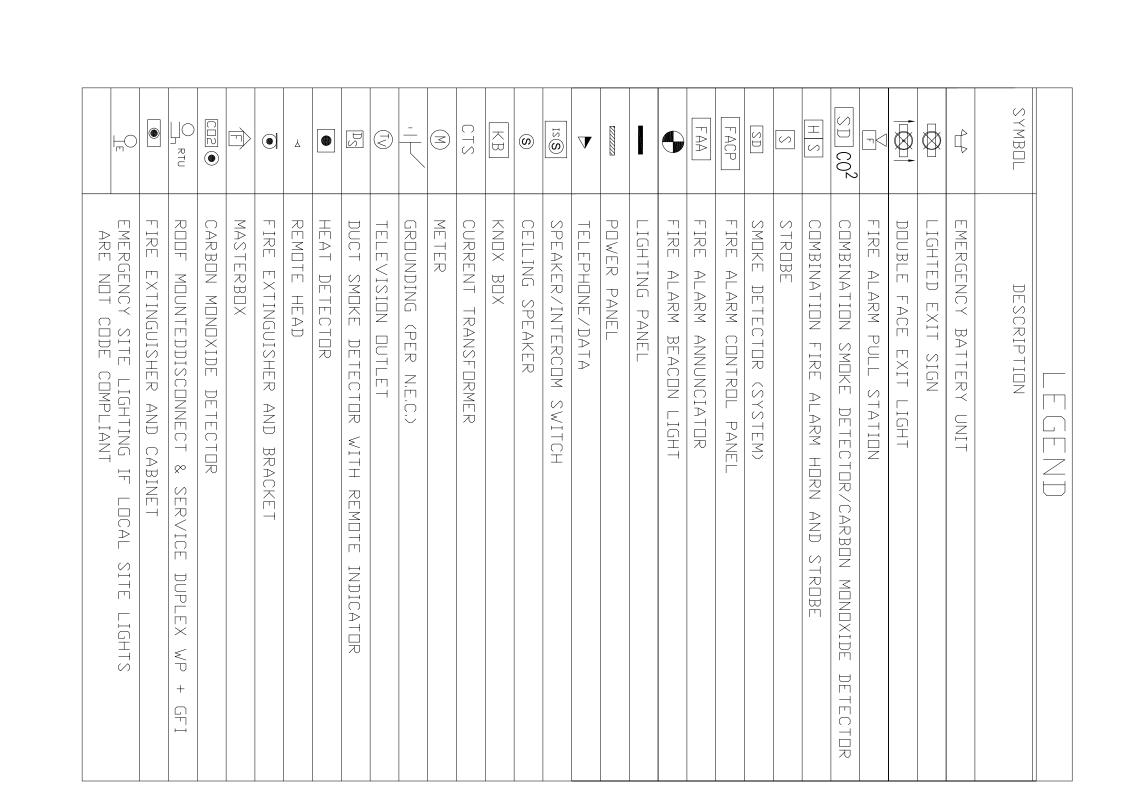
NAME: SECOND FLOOR FIRE SECURITY PLAN

DRAWN BY CK CHECKED CK/LSM APPROVED LSM DATE 07-10-17 NO: REVISION DATE:

TMG ARCHITECTS LLC ARCHITECTS AND PLANNERS

E-mail: tmgarchitects@aol.com

69 LYNN ROAD, IVORYTON, CONNECTICUT 06442 860-581-8086 FAX 860-767-3043



FIRE ALARM SYSTEM

NOTE: ALL SMOKE DETECTORS, HEAT DETECTORS, CARBON DETECTORS, AND HORN STROBES IN ALL AREAS TO WIRED TO THE MAIN FIRE ALARM SYSTEM.

MONOXIDE BE

Existing Fire alarm panel to remain, Fire alarm contractor to rezone the panel by area use with indicating circuit capability.

1. Zones to be: smoke detection per floor by area, sprinkler water flow area.

SECURITY

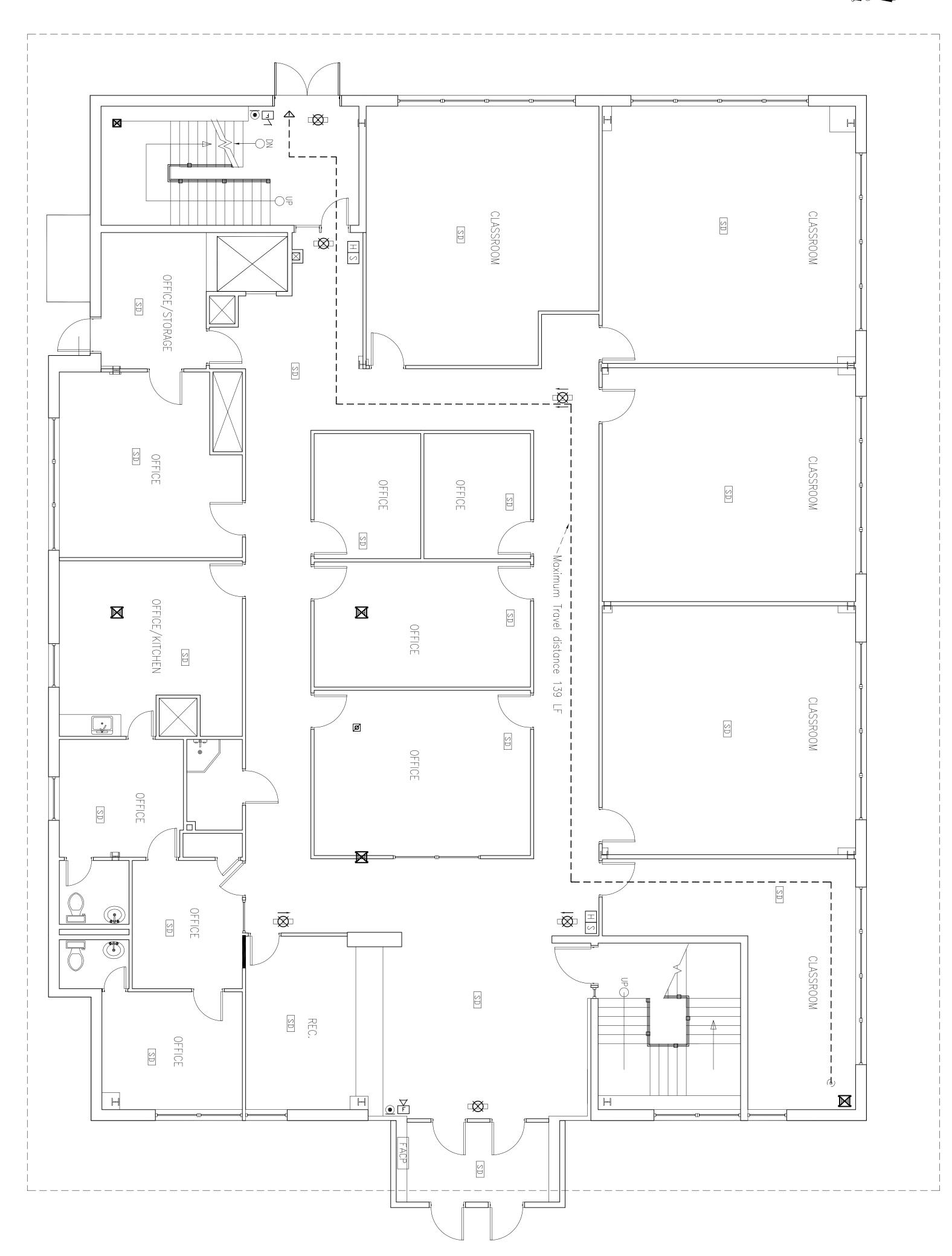
GROUND FLOOR

SCALE: 3/16"=1'-0"

1. Zones to be: smoke detection per floor by area, sprinkler water flow and supervisory, pull stations at hallways and exits per floor, heat detector in elevator machine room and mechanical room, smoke detector recall at all elevator lobbies.

machine room and mechanical room, smoke detector recall at all elevator lo 2. Indicating circuits to be: outdoor sounder/flasher, system shall be monitored with indoor horn/strobes in halls and general spaces.

PROSPECT STREET



5

PROJECT:

YESHIVA K'TANA

LOCATION:

32 HILLSIDE AVENUE
WATERBURY, CONNECTICUT

DRAWING
NAME:

GROUND FLOOR
FIRE SECURITY PLAN

DRAWN BY
CK

CHECKED
CK/LSM

APPROVED
LSM

DATE

O7-10-17

NO:

REVISION OF REACHIECTS BEFOR

DRAWN BY
CK

CHECKED
CK/LSM

DATE:

THEARC

TMG ARCHITECTS LLC
ARCHITECTS AND PLANNERS

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FIRE ALARM SYSTEM

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monitored with indoor horn/strobes in halls and general spaces.

Indicating circuits to be: outdoor sounder/flasher, system shall be

NOTE: ALL SMOKE DETECTORS, HEAT DETECTORS, CARBON DETECTORS, AND HORN STROBES IN ALL AREAS TO WIRED TO THE MAIN FIRE ALARM SYSTEM.

MONOXIDE BE

SD CO² TELEVISION OUTLET

DUCT SMOKE DETECTOR

HEAT DETECTOR

REMOTE HEAD

FIRE EXTINGUISHER AND TELEPHONE/DATA

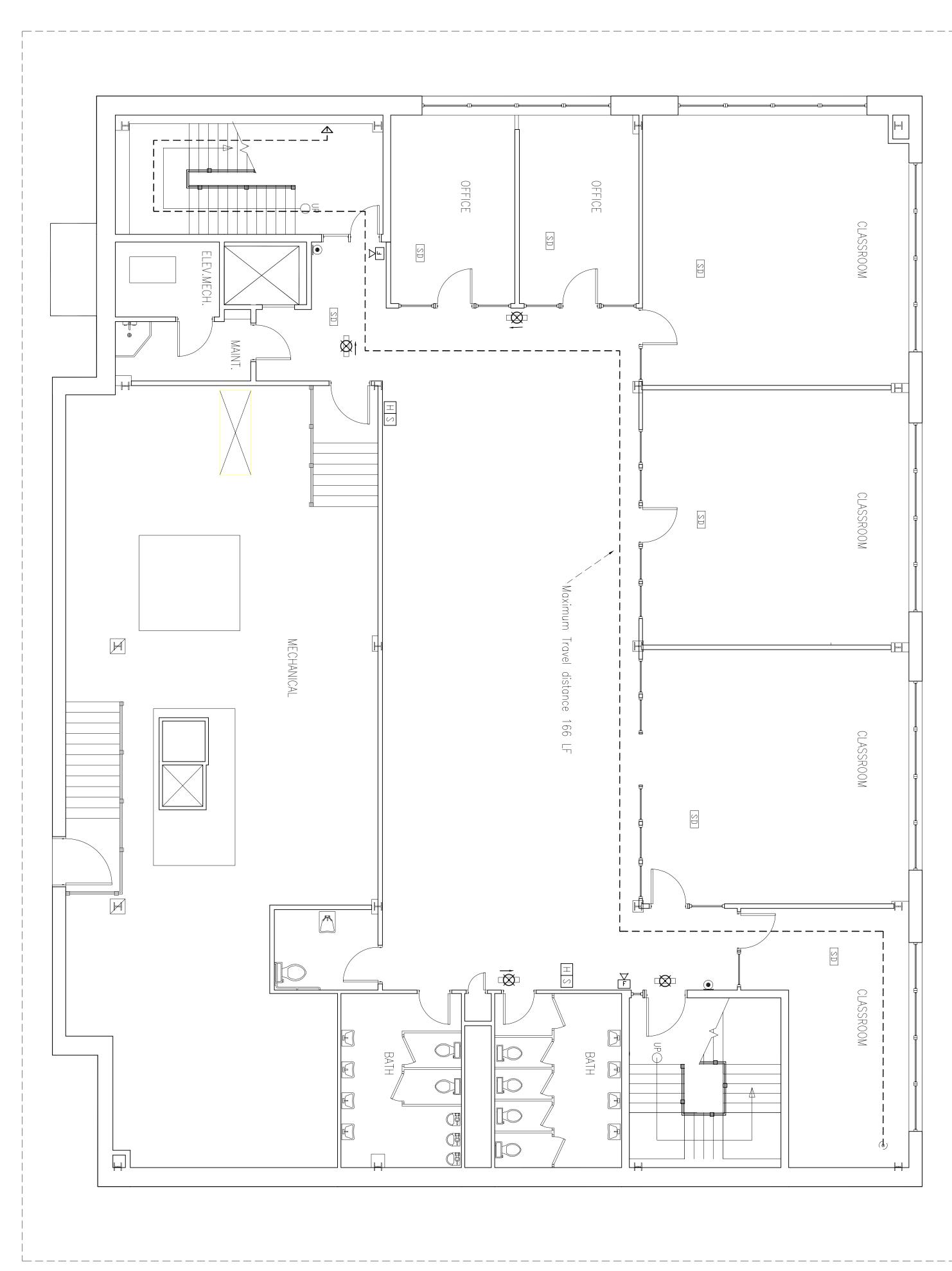
SPEAKER/INTERCOM

CEILING SPEAKER EMERGENCY SITE LIGHTING IF ARE NOT CODE COMPLIANT ROOF MOUNTEDDISCONNECT & SERVICE FIRE EXTINGUISHER AND CABINET CURRENT SMOKE DETECTOR (SYSTEM)
FIRE ALARM CONTROL PANEL LIGHTING PANEL FIRE ALARM PULL STATION

COMBINATION FIRE ALARM HORN MASTERBOX GROUNDING (PER N.E.C.) ALARM ANNUNCIATOR
ALARM BEACON LIGHT BOX TRANSFORMER SWITCH AND BRACKET REMOTE LOCAL AND ARBON MONOXIDE SITE DUPLEX CIGHTS ₹ P DE TECTOR GFI

SYMBOL

DESCRIPTION

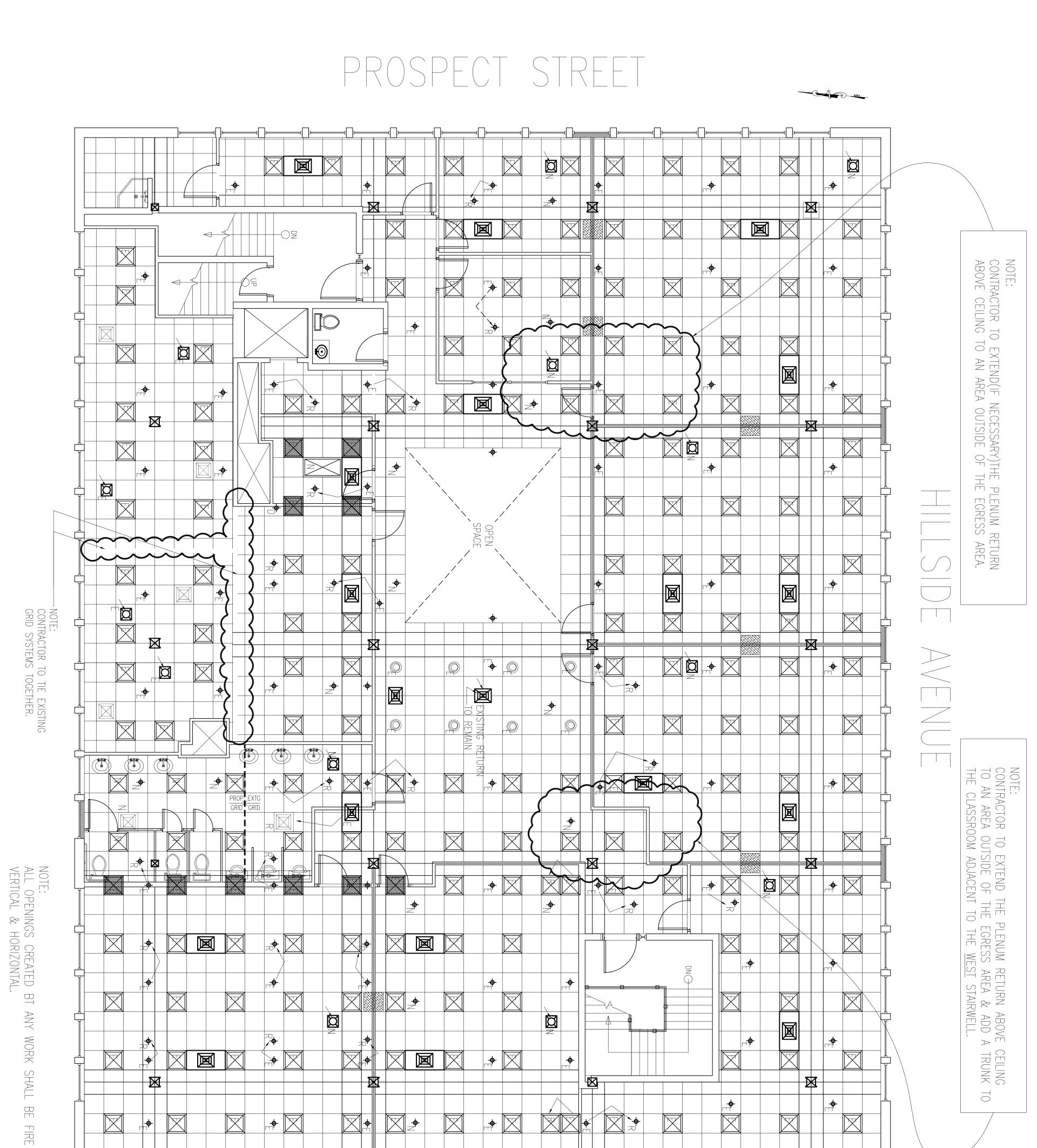


PROJECT: DRAWN BY YESHIVA K'TANA CK CHECKED LOCATION: 32 HILLSIDE AVENUE CK/LSM WATERBURY, CONNECTICUT APPROVED LSM DRAWING NAME: BASEMENT FIRE SECURITY PLAN DATE

07-10-17 NO: REVISION DATE:

TMG ARCHITECTS LLC
ARCHITECTS AND PLANNERS

E-mail: tmgarchitects@aol.com 69 LYNN ROAD, IVORYTON, CONNECTICUT 06442 860-581-8086 FAX 860-767-3043



VERIFY THAT EXISTING MECHANICAL SYSTEM IS MONITORED BY THE FIRE ALARM SYSTEM & SHUTS OFF IN ANY ALARM CONDITION. NOTE:

CAULKED,

HANICAL

3/16"=

SCALE:

NOTE:
ALL LIGHT FIXTURES TO
TO LED FLAT PANELS. $\overline{\bigcirc}$ \mathbb{H} CHANGED

NOTE:

MECHANICAL CONTRACTOR TO

RELOCATE HVAC DUCTS AS SHOWN.

PROVIDE 1NEW REGISTER EXTENDED

FROM EXISTING REGISTER W/ 8x8

INSULATED DUCT.

= 24"x24" FIRE DAMPER THROUGH GRILL CONNECTED TO THE FIRE ALARM SYSTEM FOR AUTOMATIC CLOSURE DURING FIRE ALARM.

(MODEL& SIZE TO BE SUBMITTED FOR REVIEW).

-IN THIS CONDITION CONTRACTOR TO EXTEND RETURN DUCT PLENUM IN CEILING TO THE NEW OFFICE AREA.

RELOCATED SMOKE DETECTOR

NEW SMOKE DETECTOR

EXISTING EMERGENCY LIGHT EXISTING EXISTING 24"x24"
TO BE REMOVED RELOCATED 24"x24" NEW 24"x24" LIGHT FIXTURE RELOCATED EMERGENCY LIGHT NEW EMERGENCY LIGHT EXISTING SMOKE DETECTOR SMOKE DETECTOR EXISTING INTERCOM SPEAKER EXISTING FOYER SPOT LIGHT EXISTING 24"x48" LIGHT FIXTURE 24"x24" PENDANT LIGHT LIGHT FIXTURE LIGHT FIXTURE LIGHT FIXTURE

R EXISTING 24'x24' HVAC SUPPLY REGISTER EXISTING SPRINKLER HEAD TO BE REMOVED RELOCATED 24'x24' NEW SPRINKLER HEAD RELOCATED SPRINKLER HEAD NEW HVAC RETURN REGISTER RELOCATED HVAC

EXISTING HVAC RETURN REGISTER 24'x24' HVAC SUPPLY REGISTER HVAC SUPPLY REGISTER

RETURN REGISTER

EXISTING

24"x48" LIGHT FIXTURE

RELOCATED 24"x48"

LIGHT FIXTURE

EXISTING SPRINKLER HEAD

FIXTURE LEGEND

SHEET NO: MES-

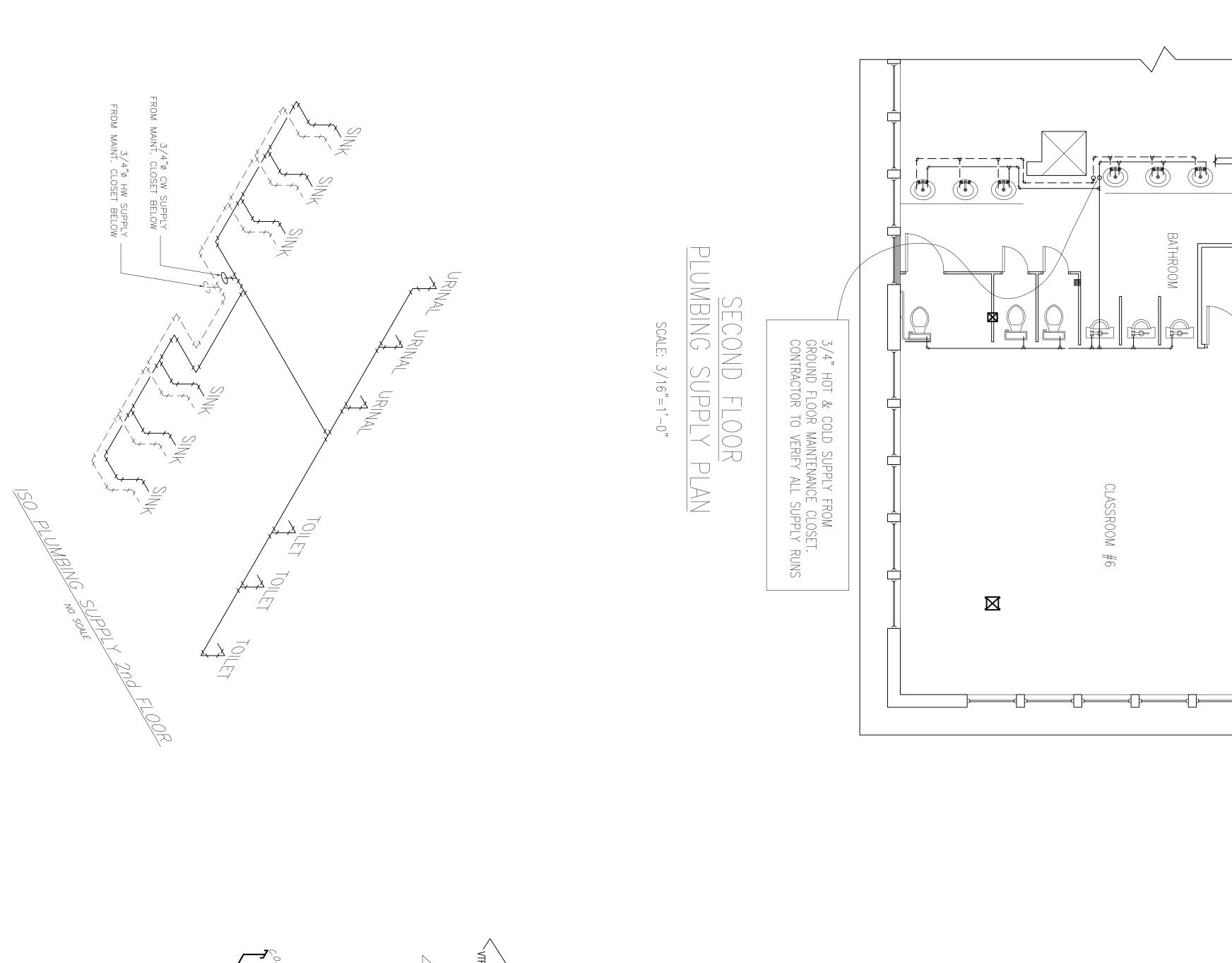
PROJECT: YESHIVA K'TANA LOCATION: 32 HILLSIDE AVENUE WATERBURY, CONNECTICUT SECOND FLOOR MECHANICAL/ NAME: ELECTRICAL/SPRINKLER PLAN

CONTRACION MUST VERIFY ALL AND REPORT ANY DISCREPANC PROCEEDING WITH THE WORK. ALL DRAWNOS ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED FOR ANY PURPOSE EXCEPT THE NOICATED PROJECT WITHOUT THE SPECIFIC WRITTEN PERMISSION OF TIME ARCHITECTS LLC. **DRAWN BY** CK CHECKED CK/LSM APPROVED LSM DATE 07-10-17 NO: REVISION DATE:

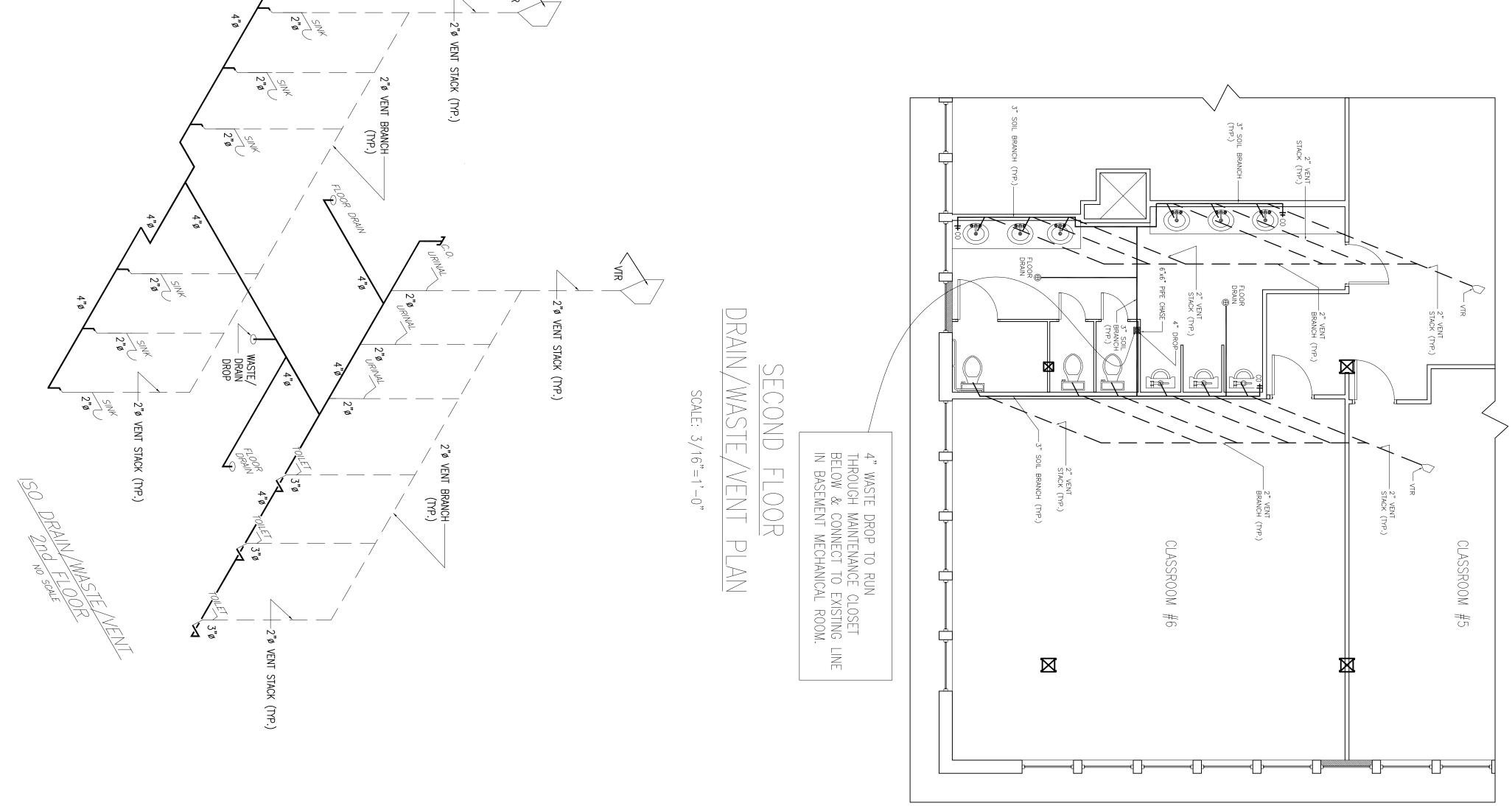


TMG ARCHITECTS LLC ARCHITECTS AND PLANNERS E-mail: tmgarchitects@aol.com

69 LYNN ROAD, IVORYTON, CONNECTICUT 06442 860-581-8086 FAX 860-767-3043



CLASSROOM #5



S H E	PROJECT:	YESHIVA K'TANA	DRAWN BY CK			CONTRACTOR MAND REPORT AN PROCEEDING WITH PROCEEDING WITH PROVING SHALL NOT BE SHALL NOT BE PERMISSION OF PERMISSI		TMG ARCHITECTS LLC	
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	DRAWING	WATERBURY, CONNECTICUT	APPROVED LSM			Y TO THE ARCI Y TO THE ARCI PURPOSE EXX HE SPECIFIC W IS LLC.		E-mail: tmgarchitects@aol.com 69 LYNN ROAD, IVORYTON,CONNECTICUT 06442	
	SECOND FLOOR PLUMBING PLAN	DATE 07-10-17	NO:	REVISION	DATE:		860-581-8086 FAX 860-767-3043		

Minimum Rates and Classifications for Building Construction

ID#: 21-21445

Connecticut Department of Labor Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Waterbury Project Town: Waterbury

State#: Waterbury FAP#: Waterbury

Project: Installation of New HVAC System (Yeshiva) (Waterbury)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	42.07	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
LABORERS		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.0	22.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.25	22.15

As of: April 7, 2021

Project: Installation of New HVAC System (Yeshiva) (Waterbury)		
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.5	22.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.0	22.15
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.75	22.15
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.0	22.15
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.0	22.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.28	22.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.74	22.15
4i) Group 10: Traffic Control Signalman	18.0	22.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	34.53	25.64
5a) Millwrights	35.64	26.49
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.92	28.75+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	55.12	34.765+a+b
LINE CONSTRUCTION		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.18	22.55 + a

Project: Installation of New HVAC System (Yeshiva) (Waterbury)		
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
OPERATORS		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	40.91	25.30 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	40.28	25.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	39.17	25.30 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	38.71	25.30 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	36.54	25.30 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	36.54	25.30 + a

Project: Installation of New HVAC System (Yeshiva) (Waterbury)		
Group 12: Wellpoint operator.	36.48	25.30 + a
Group 13: Compressor battery operator.	35.86	25.30 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler.	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	35.53	25.30 + a
PAINTERS (Including Drywall Finishing)		
10a) Brush and Roller	35.62	22.55
10b) Taping Only/Drywall Finishing	36.37	22.55
10c) Paperhanger and Red Label	36.12	22.55
10e) Blast and Spray	38.62	22.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	44.63	32.95
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	42.0	19.55 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.5	19.55 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	38.9	39.46
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	44.63	32.95

-----TRUCK DRIVERS-----

25.79 + a
25.79 + a
26.08 + a
7.34
25.76

Welders: Rate for craft to which welding is incidental.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

As of: April 7, 2021

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: April 7, 2021

Important Information:

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate.

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- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with boom including jib, 150 feet - \$1.50 extra.

Crane with boom including jib, 200 feet - \$2.50 extra.

Crane with boom including jib, 250 feet - \$5.00 extra.

Crane with boom including jib, 300 feet - \$7.00 extra.

Crane with boom including jib, 400 feet - \$10.00 extra.

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

 Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of one apprentice in a specific trade.

Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: www.ctdol.state.ct.us.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.



Waterbury Public Schools

Office of Competitive Grants Louise Allen Brown, J.D., M.P.A., Grant Writer

July 29, 2021

Honorable Board of Education City of Waterbury 236 Grand Street Waterbury, CT 06702

Re: "Bridge" Funding - Education of Homeless Children & Youth Grant (CSDE)

Dear President Pagano and Education Commissioners:

Waterbury Public Schools was awarded three-year competitive Education of Homeless Children & Youth (HCY) Grants in 2015, and 2018. The Connecticut State Department of Education (CSDE) has recently announced that this year there will be a delay in the release of the RFP for the next three-year competitive grant applications for grants to support programs and services for homeless children and youth (a McKinney-Vento grant). However, CSDE has announced that the State is offering "Bridge" funding to support programs for homeless students through November 30, 2021.

WPS has identified \$42,000 of costs for which the district is requesting the so-called Bridge funds. No matching funds are required. The \$42,000 would cover the costs of providing tutoring, providing supplies to facilitate homeless students attending school, and continuing two part-time salaries. On July 21, 2021 CSDE announced that to be awarded the \$42,000 WPS requested originally via email as was required by CSDE, that a short application must be submitted through eGMS, the State's electronic grant submission system, by July 30, 2021.

At the request of Dr. Ruffin, due to the urgency of applying by the deadline, I have submitted the Waterbury application for the \$42,000 Bridge funds allocation in the eGMS system. Now, after the fact, also at the request of Dr. Ruffin, I respectfully request your approval of the submission of this grant application to effectively extend HCY funding for Waterbury through November 30, 2021. Thank you for your consideration.

Very truly yours,

Louise Allen Brown
Louise Allen Brown

Louise Allen Brown Grant Writer

cc: Dr. Verna D. Ruffin Doreen Biolo



Executive Summary

DATE: July 30, 2021

TO: Honorable Board of Education

FROM: Mary Sue Hincks, School Readiness Liaison

SUBJECT: School Readiness Quality Enhancement Contract Susan Vivian

On behalf of the School Readiness Council, I am hereby submitting the FY 2021-2022 Waterbury Quality Enhancement contract for your approval for Susan Vivian. The contract is a continuation of services from FY 2020-2021. Vendors were exempt from the City of Waterbury's RFP process due to 30.028 Extraordinary Conditions granted from the Director of Purchasing on April 14, 2021. The RFP was also waived by the Office of Early Childhood if the same vendors were used from the previous year as is the case with Susan Vivian.

The total for Susan Vivian's contract is \$22,00.00. The expenditure was unanimously approved by the School Readiness Council at the April 27, 2021 meeting.

The funds will provide for continuation of professional development and coaching to the community providers utilizing the Pyramid Model designed to promote children's success through Social Emotional development by building relationships as well as a supportive environment.

PROFESSIONAL SERVICES AGREEMENT RFP No. 6327

for

Consultant Services Under the Quality Enhancement Grant between

The City of Waterbury, Connecticut and Vivian Sue, Consultant

THIS AGREEMENT ("Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall Building, 235 Grand Street, Waterbury, Connecticut and Sue Vivian ("Consultant" or "Sue Vivian"), 54 Buckland Street, Plantsville, CT 06479 (jointly referred to as the "Parties" to the Agreement).

WHEREAS, the City was awarded a School Readiness-Priority Grant, for July 1, 2021, through June 30, 2022, grant number 151-002 11000-16274-2022-83014-170002, in the amount of \$9,949,269.00 which included Quality Enhancement Grant, for 2021-2022, in which funds are allocated in the amount of \$75,641.00 (Grant Number 151-002-11000-16158-2022-82079-170018); and

WHEREAS, the Consultant responded to the City of Waterbury RFP 6327, and was awarded an agreement for the Quality Enhancement Grant Period for the year July 1, 2019 through June 30, 2021; and

WHEREAS, the State of Connecticut, Office of Early Childhood determined that, due to COVID 19 pandemic, in Coronavirus Memo #17 dated April 6, 2020 and as revised on February 23, 2021, to extend the waiver of the competitive bid process requirements through the remainder of FY2021 School Readiness Quality Enhancement services; and

WHEREAS, the City desires to obtain the Consultant's services for FY 2021-2022 pursuant to the terms, conditions and provisions set forth in this Agreement and the School Readiness Quality Enhancement Grant documents (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1 The Project consists of, and the Consultant shall provide, services to enhance quality in early childhood programs by providing 30 days of professional development and coaching for staff, 1.5 days of preparation days, end of year reports and meetings with the School Readiness Liaison; all in accordance with the Consultant's Proposal/Scope of Services ("Scope of Services") attached hereto as Attachment A. The Parties agree that the services provided may be done virtually and/or in-person. Consultant shall provide all other services and materials as more particularly detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:
 - 1.1.1 School Readiness and Quality Enhancement Grant, consisting of 68 pages. (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
 - **1.1.2** School Readiness Priority Quality Enhancement Grant Award Notification for Fiscal Year 2020-2021(Grant Number 151-002 11000-16158-2021-82079-170018), dated December 17, 2020, consisting of 1 page. (Incorporated by reference.)
 - **1.1.3** School Readiness Priority Quality Enhancement Grant application for Fiscal Year 2020-2021. (Incorporated by reference.)
 - **1.1.4** City of Waterbury RFP 6327 (consisting of 42 pages) excluding Contract Compliance Packet and, Attachment C Non-Collusion Form). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
 - **1.1.5** Consultant's response to City of Waterbury RFP 6327, (consisting of 46 pages), excluding City of Waterbury RFP 6327. (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
 - **1.1.6** School Readiness Priority Quality Enhancement Grant application for Fiscal Year 20201-2022. (Incorporated by reference.)
 - **1.1.7** State of Connecticut, Office of Early Childhood Coronavirus Memo #17 REVISED as dated April 6, 2020 and as revised on February 23, 2021, consisting of 2 pages. (Attached hereto).
 - **1.1.8** Grant Award Notice School Readiness Priority Quality Enhancement Grant Award Notification for Fiscal Year 2021-2022 (Grant Number 151-002 11000-16158-2022-82079-170018), dated July 21, 2021, consisting of 1 page. (Attached hereto.)
 - **1.1.9** Scope of Services for FY2021-2022, prepared by Sue Vivian, consisting of 1 page. (Attached hereto).
- 1.2 The entirety of Attachment A plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the

Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- **1.2.1** This Agreement
- **1.2.2** Federal, State, and Local Laws, Regulations, Charter and Ordinances
- **1.2.3** The Quality Enhancement Grant
- **1.2.4** The Quality Enhancement Grant application FY21-22
- **1.2.5** Scope of Services
- **1.2.6** The Request for Proposal
- 1.2.7 Consultant's Response
- 2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.
 - **2.1** Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.
 - **2.2 Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.
- 3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.
 - **3.1** Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of

City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

- **3.2 Working Hours.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.
- **3.3** Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.
- **3.4 Publicity.** Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.
- 3.5 Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.
- **3.6** Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

- **3.7 Due Diligence Obligation.** The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:
 - **3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;
 - **3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
 - **3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.
 - **3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.
 - **3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;
 - **3.7.6** has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and
 - **3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- **3.8 Reporting Requirement.** The Consultant shall deliver upon request and as required by the Quality Enhancement Grant, written reports substantiating documents and

invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth (i) the date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report., (iv) any and all additional useful and/or relevant information. Each report shall be signed by the Consultant.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9 Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that each and every of Consultants' employees or any person affiliated with the transition site program who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws of regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any employees who are involved with the students in the transition program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Consultant warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this Section 3.9 regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

- **3.10 Confidentiality & Student Data Privacy.** To the extent applicable, the Consultant shall ensure that it and its employees shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "Consultant" includes any employees of the Consultant, or persons affiliated with the student's transition program.
 - **3.10.1 Student Education Records.** The City and the Consultant acknowledge that in the course of the transition program the Consultant may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The Consultant shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the transition services/program only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by

FERPA, the Parties have no authority to make any other disclosures of any information from education records. The Consultant shall instruct its employees and other persons affiliated with the transition program on their obligations to comply with FERPA.

- **3.10.2 Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Consultant. As applicable to the transition service(s) and program(s) provided for under this Agreement, the Consultant agrees to comply with the following provisions regarding student data privacy:
 - **3.10.2.1** The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Intern except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Intern within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.
 - **3.10.2.2** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant agree to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.
 - **3.10.2.3** The Consultant shall take actions designed to ensure the security and confidentiality of student data.
 - **3.10.2.4** The Consultant will notify the Board, in accordance with Conn.

- Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- **3.10.2.5** Student Data shall not be retained or available to the Consultant upon expiration of the Contract between the Consultant and City, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Consultant after the expiration of such contract for the purpose of storing student-generated content.
- **3.10.3** The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time. The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- **3.10.4** The provisions of this Section 3.10 regarding student confidentially, student data privacy, and FERPA may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect and as may be extended but written agreement of the Parties.
- **Responsibilities of the City.** Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.
- **5. Contract Time.** The Consultant shall commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2022. ("Contract Time.")
- **6. Compensation.** The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.
 - **6.1 Fee Schedule.** The fee payable to Consultant shall not exceed **Twenty Two Thousand Dollars** (\$22,000.00) for the entire term of this Agreement, with the basis of

payment being as follows and as more particularly set forth in Consultant's Proposal/Scope of Services attached hereto in Attachment A.

- **6.2 Limitation of Payment.** Compensation payable to the Consultant is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, etc. required in this Agreement and such review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.
 - **6.2.1** Consultant and her employees are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money Consultant and/or her employees is/are, or become(s) delinquent or in arrears on, regarding the Consultant's and/or her employees' real and personal tax obligations to the City.
- **6.3 Review of Work.** The Consultant shall permit the City to review, at any time, all work performed under the terms of this agreement at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the agreement, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City determines that the Consultant has completed the work in accordance with the requirements of this agreement.
- **6.4 Proposal Costs.** All costs of the Consultant in preparing its proposal for this contract shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this agreement or any other agreement.
- 6.5 Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.
- **6.6 Liens.** Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or

receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to all material, reports, plans, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

- 8.1 The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Consultant duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- **8.2** In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- **8.3** The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.
- **8.4** The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

- **8.5** Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.
- **8.6** In the event this Contract and/or the Consultant's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

9. Consultant's Insurance.

- 9.1 The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.
- **9.2** At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.
- **9.3** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- **9.4** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Professional Liability Insurance: \$1,000,000.00 each claim. \$1,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

- **9.5** Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.
- 9.6 Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- 9.7 **Certificates of Insurance:** The Consultant's General Liability Insurance policy shall be endorsed to add the City of Waterbury as an additional insured on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury is listed as additional insured on all lines of coverage except Professional Liability as their interests may appear". The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.
- **9.8** No later than thirty (30) calendar days after Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.
- 10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to

perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

- **10.1 Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.
- **10.2 Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.
- **10.3** Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.
 - 10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
 - **10.3.2** The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and

Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

- 11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.
 - 11.1 Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.
 - 11.2 Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.
- **12.** This section intentionally left blank.

13. Termination.

- 13.1 Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.
 - **13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under

this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

- **13.1.2** Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.
- 13.2 Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.
- 13.3 Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.
 - **13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.
 - 13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.
 - **13.3.3** No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.
- 13.4 Rights Upon Cancellation of Termination.

- 13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.
- 13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.
- 13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.
- **13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.
- **13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications,

deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

- 14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.
- 15. Force Majeure. Neither the Consultant nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:
 - **15.1** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
 - **15.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
 - 15.3 acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
 - 15.4 strikes and labor disputes; and
 - 15.5 certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

- **16.1** The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.
- 17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.
- 19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.
- 20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.
- 22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and

subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

- 23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- **24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

- **25.1** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:
 - **25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND
 - **25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND
 - **25.1.3** the Final Completion Date has not been changed.
- **25.2** Notwithstanding the foregoing subsection A, a Change Order shall not include:
 - **25.2.1** an upward adjustment to a Consultant's payment claim, or

- **25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.
- 25.3 That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.
- **26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 6327; (ii) City's Grant Application and Grant Documents; (iii) the Consultant's Scope of Services for FY2021-2022; and (iv) Consultant's proposal responding to the aforementioned RFP No. 6327.
 - **26.1 Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
 - **26.2 Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.
- 27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.
- **28. Binding Agreement.** The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- **29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.
- **30.** Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this agreement, whenever under this agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: Sue Vivian

54 Buckland Street Plantsville, CT 06479

City: City of Waterbury

c/o Department of Education Attn: Office of Early Childhood 236 Grand Street, 1st Floor Waterbury, CT 06702

With a copy to: City of Waterbury

Office of the Corporation Counsel

235 Grand Street, 3rd Floor Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

- **32.1** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- **32.2** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim

or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

- **32.3** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- **32.4** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 32.5 Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- **32.6** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- **32.7** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- **32.8** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

- 32.9 The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- **32.10** The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the and the internet Clerk's City City https://www.waterburyct.org/content/9569/9605/9613/15125.aspx [click link titled "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)." For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED SYSTEM". For Chapter 39, click "TITLE PROCUREMENT on ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- **32.11** The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.
- **32.12** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- **32.13 INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- **32.14 PROHIBITION AGAINST CONTINGENCY FEES.** The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- **32.15 FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant

records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates signed below.

WITNESS:	CITY OF WATERBURY		
Sign & Print Name	By: Neil M. O'Leary, Mayor		
Sign & Print Name	 Date:		
WITNESS:	CONSULTANT: SUE VIVIAN		
Sign & Print Name	By: Sue Vivian		
Sign & Print Name	Date:		

ATTACHMENT A

- 1. Quality Enhancement Grant, (consisting of 68 pages). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
- 2. School Readiness Priority Quality Enhancement Grant Award Notification for Fiscal Year 2020-2021(Grant Number 151-002 11000-16158-2021-82079-170018), dated December 17, 2020, consisting of 1 page. (Incorporated by reference.)
- **3.** School Readiness Priority Quality Enhancement Grant application for Fiscal Year 2020-2021. (Incorporated by reference.)
- **4.** City of Waterbury RFP 6327 (consisting of 42 pages) excluding Contract Compliance Packet and, Attachment C Non-Collusion Form). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
- 5. Consultant's response to City of Waterbury RFP 6327, (consisting of 46 pages), excluding City of Waterbury RFP 6327. (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
- **6.** School Readiness Priority Quality Enhancement Grant application for Fiscal Year 20201-2022. (Incorporated by reference.)
- 7. State of Connecticut, Office of Early Childhood Coronavirus Memo #17 REVISED as dated April 6, 2020 and as revised on February 23, 2021, consisting of 2 pages. (Attached hereto).
- **8.** Grant Award Notice School Readiness Priority Quality Enhancement Grant Award Notification for Fiscal Year 2021-2022 (Grant Number 151-002 11000-16158-2022-82079-170018), dated July 21, 2021, consisting of 1 page. (Attached hereto.)
- **9.** Scope of Services for FY2021-2022, prepared by Sue Vivian, consisting of 1 page. (Attached hereto).



STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD



DATE: April 6, 2020 REVISED February 23, 2021

TO: Providers of Services to Young Children

School Readiness Communities

FROM: Beth Bye, Commissioner

RE: Coronavirus Memo # 17 REVISED

School Readiness RFP

Revision February 23, 2021 Updated item 7 related to Quality Enhancement funds

Governor Lamont's Executive Order No. 7T, provides authority to make modifications to the Office of Early Childhood's statutory, regulatory, and policy requirements. Under that authority, OEC makes the following modifications to the School Readiness Request for Proposal (RFP) process (General Statutes § 10-16p (C)):

- 1. School Readiness Councils do not need to submit an RFP or any other documentation to be eligible for FY21 continuation funding for currently approved School Readiness programs.
- 2. Community FY21 budgets for continuation funding will be calculated based on March 31, 2020 OEC space grids, contingent upon the availability of FY 2021 state funding.
- 3. The allocation of spaces within a community may not exceed the FY21 budget allocation.
- 4. The OEC will provide Councils with FY 21 budget calculations and space grids by May 15, 2020.
- 5. Councils may request changes to the FY 21 allocation of spaces within current allocations. Changes may include the conversion of space types and/or movement of spaces between approved School Readiness sites. Change requests must be approved by OEC prior to implementation.
- 6. Councils may request to allocate spaces to new sites during FY21. The issuance of a public notice is not required. Requests to allocate spaces to new program sites must be

approved by OEC prior to implementation. The OEC will provide the format for reporting changes at a later date. Councils will use the following as guidance for allocating spaces to new programs:

- New program sites must meet minimum licensing or DCEX Health and Safety requirements.
- If spaces are not immediately available, the Council may approve the site for funding and allocate spaces to the site should spaces become available at a later date.
- If the spaces requested exceeds the number of spaces available, the Council will establish criteria for space allocation based on community and family needs. Criteria should consider site location, type of spaces requested and/or factors relating to program quality.
- 7. The competitive bid process required by OEC for School Readiness Quality Enhancement funds is waived for the remainder of FY 21.

STATE OF CONNECTICUT

DEPARTMENT OF EDUCATION

GRANT AWARD NOTIFICATION

1 Grant Recipient

Waterbury School Readiness

DUNS Number:

4 Award Information

Grant Type: STATE

Statute:

CFDA #:

SDE Project Code: OEC0000000000002

Grant Number: 151-002 11000-16158-2022-82079-170018

2 Grant Title

School Readiness - Priority Quality Enhancement

5 Award Period

9/1/2021 - 6/30/2022

3 Education Staff

Program Manager:

Christina Gademsky

Payment & Expenditure Inquiries:

Gerald Mallison (860) 500-4441

6 Authorized Funding

Grant Amount: \$75,641.00

Funding Status: Final

7 Terms and Conditions of Award

This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.

Fiscal and other reports relating to this grant must be submitted as required by the granting agency. Written requests for budget revisions for expenditures made between July 1, 2021 and June 30, 2022 must be received at least 60 days prior to the expiration of the grant period but no later than May 1, 2022. For grants awarded for two-year periods beginning July 1, 2021, final second-year budget revision requests covering the entire two-year period must be received no later than February 1, 2023. The grantee shall provide for an audit acceptable to the granting agency in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes.

The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

7/21/2021

Christopher Lyddy - OEC Management Approver

SCOPE OF SERVICES

Sue Vivian Waterbury School Readiness-Quality Enhancement

Pyramid Coaching

Sue Vivian
Early Childhood Consultant
54 Buckland Street
Plantsville, CT 06479
860.406.1190

vivian.ecconsulting@gmail.com

Mary Sue Hincks School Readiness Liaison 30 B Church Street Waterbury, CT 06702 203.573.6684

mhincks@waterbury.k12.ct.us

Dates of Activity	,		Total Fee to be Paid to Consultant	Payment Terms	Date Due
9.21.21 9.22.21 10.6.21 10.12.21 10.20.21 10.26.21 11.3.21 11.3.21 11.9.21 11.17.21 11.23.21	1.11.22 1.12.22 1.25.22 1.26.22 2.8.22 2.9.21 2.22.22 2.23.21 3.8.22 3.9.22 3.22.22 3.23.22	4.6.22 4.12.22 4.20.22 4.26.22 5.4.22 5.10.22 5.18.22 5.24.22	30 days @ \$700. per day = \$22,000. Please make checks payable to Sue Vivian	\$5,500. Quarterly	as Invoiced

Agreement/Scope of Work

- 30 days of Coaching with a focus on Pyramid Tier Two Supports with Assigned Preschool Classroom Teachers
- 1.5 days prep/end of the year reports/meetings School Readiness Liaison



Executive Summary

DATE: July 30, 2021

TO: Honorable Board of Education

FROM: Mary Sue Hincks, School Readiness Liaison

SUBJECT: School Readiness Quality Enhancement Contract Easterseal Rehabilitation Center

On behalf of the School Readiness Council, I am hereby submitting the FY 2021-2022 Waterbury Quality Enhancement contract for your approval for Easterseal Rehabilitation Center. Vendors were exempt from the City of Waterbury's RFP process due to 30.028 Extraordinary Conditions granted from the Director of Purchasing on April 14, 2021. The RFP requirements were also waived by Connecticut's Office of Early Childhood on condition that services were provided from the last issuance of RFP in 2019 as is the case with Easterseal Rehabilitation Center.

The total for Easterseal Rehabilitation Center's contract is \$32,00.00. The expenditure was unanimously approved by the School Readiness Council at the April 27, 2021 meeting.

The funds will provide for continuation of Behavioral Therapy services to children enrolled in School Readiness community programs. The opportunity to decrease or remove maladaptive behaviors through early intervention are realized through observing children, discussing concerns with staff and families, creating behavior plans, coaching in classrooms, and supporting families.

PROFESSIONAL SERVICES AGREEMENT RFP No. 6327

for

Quality Enhancement Grant between The City of Waterbury, Connecticut and

Easter Seal Rehabilitation Center of Greater Waterbury, Inc.

THIS AGREEMENT ("Agreement" or Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall Building, 235 Grand Street, Waterbury, Connecticut and Easter Seal Rehabilitation Center of Greater Waterbury, Inc. ("Consultant" or "Easter Seal"), 22 Tompkins Street, Waterbury, CT, 06708 (jointly referred to as the "Parties" to the Agreement).

WHEREAS, the City was awarded a School Readiness-Priority Grant, for July 1, 2021, through June 30, 2022, grant number 151-002 11000-16274-2022-83014-170002, in the amount of \$9,949,269.00 which included Quality Enhancement Grant, for 2021-2022, in which funds are allocated in the amount of \$75,641.00 (Grant Number 151-002-11000-16158-2022-82079-170018); and

WHEREAS, the Consultant responded to the City of Waterbury RFP 6327, and was selected to provide consulting services under the School Readiness Quality Enhancement Grant; and

WHEREAS, the State of Connecticut, Office of Early Childhood determined that, for the Grant Period (July 1, 2021 – June 30, 2022), the solicitation of new vendor applications is not required for proposed activities that are a continuation of services through the School Readiness Quality Enhancement Grant so long as there would be no change in the vendors providing those services; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this Agreement, School Readiness Quality Enhancement Grant (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City and as set forth in **Attachment A** attached hereto, the School Readiness Quality Enhancement Grant, all applicable local, state and federal laws, statutes, ordinances and regulations, State Department of Education policies and City of Waterbury and School Readiness Council Policies. All labor, services, equipment,

materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1 The Project consists of and the Consultant shall provide, behavior management services for fourteen (14) school readiness community locations located throughout the city. The Consultant will provide a minimum of six hundred seventy seven (677) hours of services by the Easter Seal Behavioral Therapist. The services will be provided by an Easter Seal Behavioral Therapist working under the supervision and direction of an Easter Seal BCBA (Board Certified Behavior Analyst
- **1.2.** The Consultant will provide a minimum of six hundred seventy seven (677) hours of services. Direct services to be provided by the Easter Seal Behavioral Therapist under the supervision and direction of the BCBA and the BCBA approval and review of plan, in the areas of:
 - **1.2.1** initial evaluation which includes behavior discussion with classroom teachers, identification of students with needs, data collection implementation, direct classroom observations, and mileage/travel.
 - **1.2.2** student evaluation including an individual evaluation of the students behavior and data collection from the initial evaluation materials.
 - **1.2.3** behavior plan development which includes construction of individualized behavior management plans developed by the Behavior Therapist in consultation with the BCBA.
 - **1.2.4** staff training including sharing the data results, behavior modification plan/techniques implementation and other recommendations.
 - **1.2.5** family consultation which includes sharing of findings and the behavior plan with the students' parents, family.
 - **1.2.6** behavior maintenance which includes a check in with each school readiness community location to offer behavior suggestions and to ensure fidelity of the behavior interventions.
- **1.3.** The services provided by the Consultant are as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof: **Attachment A** shall consist of the following:

- **1.3.1** School Readiness and Quality Enhancement Grant, (consisting of 68 pages). (Incorporated herein by reference. The Consultant acknowledges that it has a copy of this document in her possession.)
- **1.3.2** School Readiness Priority Quality Enhancement Grant Award Notification for Fiscal Year 2021-2022(Grant Number 151-002 11000-16158-2022-82079-170018), dated July 21, 2021, consisting of 1 page. (Attached hereto.)
- **1.3.3** School Readiness Priority Quality Enhancement Grant application for Fiscal Year 2021-2022 (consisting of 34 pages). (Incorporated by reference.)
- **1.3.4** State of Connecticut, Office of Early Childhood, Coronavirus Memo #17 REVISED as dated April 6, 2020 and as revised on February 23, 2021, consisting of two pages. (Attached hereto.)
- **1.3.5** City of Waterbury RFP 6327 (consisting of 42 pages). Excluding City Sample Contract, Contract Compliance Packet and, Attachment C Non-Collusion Form) (Incorporated by reference.)
- **1.3.6** Consultant's response to City of Waterbury RFP 6327, consisting of 46 pages. (Incorporated by reference.)
- **1.3.7** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, Certificates of Insurance. (Attached hereto)
- **1.4.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:
 - **1.4.1** Federal, State, and local laws, regulations, charter and ordinances
 - **1.4.2** This Agreement
 - **1.4.3** School Readiness and Quality Enhancement Grant, (consisting of 68 pages). (Incorporated herein by reference. The Consultant acknowledges that it has a copy of this document in her possession.)
 - **1.4.4** School Readiness Priority Quality Enhancement Grant Award Notification for Fiscal Year 2021-2022(Grant Number 151-002 11000-16158-2022-82079-170018), dated July 21, 2021, consisting of 1 page. (Attached hereto.)
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 - **1.4.7** Consultant's response to City of Waterbury RFP 6327, consisting of 46 pages. (Incorporated by reference.)

- **1.4.8** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, Certificates of Insurance. (Attached hereto.)
- 2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.
 - **2.1. Representations regarding Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.
 - **2.2.** Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.
- 3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.
 - **3.1. Use of City Property.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to

be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

- **3.2. Working Hours.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.
- **3.3.** Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.
- **3.4. Publicity.** Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.
- 3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.
- **3.6.** Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.
- **3.7. Due Diligence Obligation.** The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services

required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

- **3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;
- **3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
- **3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.
- **3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.
- **3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;
- **3.7.6** has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and
- **3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- **3.8. Reporting Requirement.** The Consultant shall deliver upon request and as required by the Quality Enhancement Grant, written reports substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth (i) the date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report., (iv) any and all additional useful and/or relevant information. Each report shall be signed by the Consultant.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9 Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that each and every of Consultant's employees or any person affiliated with the transition site program who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws of regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any employees who are involved with the students in the transition program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Consultant warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this Section 3.9 regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

- **3.10.** Confidentiality & Student Data Privacy. To the extent applicable, the Consultant shall ensure that it and its employees shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "Consultant" includes any employees of the Consultant, or persons affiliated with the student's transition program.
 - **3.10.1 Student Education Records.** The City and the Consultant acknowledge that in the course of the transition program the Consultant may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) as amended from time to time. The Consultant shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the transition services/program only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The Consultant shall instruct its employees and other persons affiliated with the transition program on their obligations to comply with FERPA.

- **3.10.2 Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Consultant. As applicable to the transition service(s) and program(s) provided for under this Agreement, the Consultant agrees to comply with the following provisions regarding student data privacy:
 - The City's Board of Education ("Board") shall have 3.10.2.1 access to and the ability to delete Student Data in the possession of the University or the Student Intern except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Intern within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.
 - **3.10.2.2** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant agree to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.
 - **3.10.2.3** The Consultant shall take actions designed to ensure the security and confidentiality of student data.
 - **3.10.2.4** The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of

Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

- **3.10.2.5** Student Data shall not be retained or available to the Consultant upon expiration of the Contract between the Consultant and City, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Consultant after the expiration of such contract for the purpose of storing student-generated content.
- **3.10.3** The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time. The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd as may be amended from time to time.
- **3.10.4** The provisions of this Section 3.10 regarding student confidentially, student data privacy, and FERPA may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect and as may be extended but written agreement of the Parties.
- **4. Responsibilities of the City.** Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.
- **5. Contract Time.** The Consultant shall commence all work and services required here under upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2022. ("Contract Time.")
- **6. Compensation.** The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.
 - **6.1. Fee Schedule.** The fee payable to Consultant shall not exceed **THIRTY TWO THOUSAND DOLLARS AND 00/100** (\$32,000.00) for the entire term of this agreement, with the basis of payment being an all- inclusive rate of \$47.27 per hour and as further set forth in the Consultants Fiscal Year 2021 ED 114 Budget form as provided in the Consultants response to RFP #6327 and attached here to as **Attachment A.**

- **6.2. Limitation of Payment.** Compensation payable to the Consultant is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.
 - **6.2.1** The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.
- **6.3. Review of Work.** The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.
- **6.4. Proposal Costs.** All costs of the Consultant in preparing its proposal for RFP No. 6327 shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.
- 6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.
- **6.6.** Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for

which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

- The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Consultant duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- **8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- **8.3.** The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance

has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

- **9.2.** At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.
- **9.3**. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- **9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:
 - **9.4.1 General Liability Insurance:** \$1,000,000 per Occurrence / \$2,000,000 General Aggregate / 2,000,000 Products/Completed Operations Aggregate Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
 - **9.4.2 Automobile Liability Insurance:** \$1,000,000 Combined Single Limit each Accident for Any Auto, All Owned and Hired Autos Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..
 - **9.4.3** Workers' Compensation: Statutory Limits within the State of

Connecticut: Employers' Liability:

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

Consultant shall comply with all State of Connecticut statutes as it relates to workers' compensation.

- **9.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$1,000,000.00 Each Occurrence and \$1,000,000.00 Aggregate.
- **9.4.5 Professional Liability Insurance**: \$1,000,000.00 each claim. \$1,000,000.00 aggregate limit Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.
- 9.4.6 **Other Insurance Required:** Abuse/Molestation Liability Insurance: \$1,000,000 each Occurrence, \$1,000,000 Aggregate
- **9.5. Failure to Maintain Insurance:** In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.
- 9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- 9.7. **Certificates of Insurance:** The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear". The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.
- **9.8.** No later than thirty (30) calendar days after Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

- 10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR Part 3); DAVIS-BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.
 - **10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.
 - **10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.
 - **10.3.** Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.
 - 10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or

occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

- **10.3.2** The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.
- 11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to \$93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.
 - 11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.
 - **11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Termination.

- **12.1. Termination of Contract for Cause**. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.
 - **12.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.
 - **12.1.2** Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.
- **12.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.
- **12.3. Termination for Non-Appropriation or Lack of Funding**. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.
 - **12.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.
 - **12.3.2 Effects of Reduced Levels of Funding**. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon

seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

12.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

12.4. Rights Upon Cancellation of Termination.

- **12.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.
- 12.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.
- **12.4.3 Termination by the Consultant.** The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event

of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

- **12.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.
- **12.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).
- 13. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.
- **14. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:
 - **14.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
 - **14.2.** War, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
 - **14.3**. Acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
 - **14.4**. Strikes and labor disputes; and
 - **14.5.** Certain accidents including but not limited to hazardous, toxic, radioactive or

nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

- 15. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.
 - **15.1.** The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.
- 16. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 17. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.
- 18. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

- 19. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.
- **20. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.
- 21. **Independent Contractor Relationship.** The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).
- **22. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- **23. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.
- 24. Contract Change Orders.

- **24.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:
 - **24.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND
 - **24.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND
 - **24.1.3** the Final Completion Date has not been changed.
- **24.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:
 - **24.2.1** an upward adjustment to a Consultant's payment claim, or
 - **24.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.
- **24.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.
- **25. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 6327 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 6327.
 - **25.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
 - **25.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

- 26. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.
- **27. Binding Agreement.** The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- **28. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.
- **29. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- **30. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: Easter Seal Rehabilitation Center of Greater Waterbury, Inc.

22 Tompkins Street Waterbury, CT, 06708

City: City of Waterbury

c/o Department of Education – Chief Operating

Officer & Chief of Staff 236 Grand Street, 1st Floor Waterbury, CT 06702

31. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

31.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement

process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

- **31.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- **31.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- **31.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- **31.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- **31.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

- **31.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- **31.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.
- **31.9.** The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- **31.10.** The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the internet the Clerk's web the City and on at City site: http://www.waterburyct.org/content/458/539/default.aspx [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- **31.11.** The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.
- **31.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its

applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

- **31.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- **31.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- **31.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

{Signature page to follow}

ociow.	
WITNESS:	CITY OF WATERBURY
	By: Neil M. O'Leary, Mayor
	Date:
WITNESS:	EASTER SEAL REHABILITATION CENTER OF GREATER WATERBURY, INC.
	By: Signature & Title
	.

IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed

ATTACHMENT A

- 1. School Readiness and Quality Enhancement Grant, (consisting of 68 pages). (Incorporated herein by reference. The Consultant acknowledges that it has a copy of this document in her possession.)
- 2. School Readiness Priority Quality Enhancement Grant Award Notification for Fiscal Year 2021-2022(Grant Number 151-002 11000-16158-2022-82079-170018), dated July 21, 2021, consisting of 1 page. (Attached hereto.)
- 3. School Readiness Priority Quality Enhancement Grant application for Fiscal Year 2021-2022 (consisting of 34 pages). (Incorporated by reference.)
- 4. State of Connecticut, Office of Early Childhood, Coronavirus Memo #17 REVISED as dated April 6, 2020 and as revised on February 23, 2021, consisting of two pages. (Attached hereto.)
- 5. City of Waterbury RFP 6327 (consisting of 42 pages). Excluding City Sample Contract, Contract Compliance Packet and, Attachment C Non-Collusion Form) (Incorporated by reference.)
- **6.** Consultant's response to City of Waterbury RFP 6327, consisting of 46 pages. (Incorporated by reference.)
- 7. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, Certificates of Insurance. (Attached hereto)

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE:

Supervisor of Technology for Teaching and Learning

DEPARTMENT:

Academic Office and Information Technology

BARGAINING UNIT CLASSIFICATION:

School Administrators of Waterbury

REPORTS TO:

Chief Academic Officer

FLSA DESIGNATION:

Exempt

PART I - SUMMARY OF CLASSIFICATION

This class is accountable for maintaining focus on the adaptive work of building instructional skills and developing leadership capacity in the use of technology for teaching and learning. This position exists to facilitate and lead district-wide work in the implementation of technology to enhance teaching practices and improve student learning. This class is charged with maintaining all district technology programs and working closely with the Computer Technology Center in proper utilization of such programs. This position will be instrumental in developing and collaborating with district colleagues to establish a virtual learning academy in the City of Waterbury.

PART II - MINIMUM KNOWLEDGE, SKILLS AND ABILITIES

A. EDUCATION AND EXPERIENCE:

General Experience:

- 1. Master's degree in education plus 5 years of professional level experience working in an educational setting
- 2. Evidence of leadership in an educational setting
- 3. Expert in the use of technology for teaching and learning, with specific expertise in Google for Education products

B. LICENSURES, CERTIFICATIONS AND OTHER REQUIREMENTS:

- 1. Connecticut State Department of Education certification as an Intermediate Administrator/Supervisor (092)
- 2. Incumbents in this class may be required to possess a current Motor Vehicle Class D Operator's License.
- 3. Google Certified Teacher Level 1 and Level 2
- 4. Google Certified Trainer preferred
- 5. ISTE training preferred

C. KNOWLEDGE, SKILLS AND ABILITIES:

- 1. Demonstrated leadership in technology integration and curriculum program development
- 2. Ability to plan, organize and administer district-level professional development programs
- 3. Considerable knowledge of how to use data to drive the instructional practices;
- 4. Considerable knowledge of academic curriculum and pedagogical techniques that is effective across diverse populations;
- 5. Considerable knowledge of and ability to apply curriculum development, implementation, and evaluation procedures and strategies;
- 6. Knowledge of and ability to apply management principles and techniques and educational administration;
- 7. Knowledge of and ability to apply management, budgeting, and contract administration principles and practices;
- 8. Knowledge of and application of methods used in improving academic achievement;
- 9. Knowledge of current educational theories and practices as it relates to technology for teaching and learning;
- 10. Knowledge of educational assessment practices and techniques;
- 11. Knowledge of effective intervention, academic and behavior techniques;
- 12. Knowledge of effective supervision and discipline;
- 13. Knowledge of evidence-based research and best practices in educational interventions;
- 14. Knowledge of Common Core Standards, Next Generation Science Standards and familiar with all relevant standards to content areas;
- 15. Knowledge of instructional technology and infrastructure configuration;
- 16. Knowledge of philosophy and methods of education and teaching;
- 17. Knowledge of procedures, methods and strategies pertaining to the administration of an elementary/secondary level program operation;
- 18. Knowledge of relevant Federal and State statutes, guidelines and regulations;
- 19. Knowledge of Response to Intervention (RtI) and how to improve core instruction while building a system of interventions;
- 20. Knowledge of school curriculum and instruction;
- 21. Knowledge of school safety procedures;
- 22. Knowledge of student data privacy act;
- 23. Knowledge of Connecticut Code of Professional Responsibility for Educators and District policies and procedures governing teacher conduct;
- 24. Knowledge of Every Student Succeeds Act (ESSA) requirements;
- 25. Knowledge of the philosophy and methods of education and teaching;
- 26. Knowledge of the principles and practices of education for special needs population;
- 27. Knowledge of the school improvement and quality review processes;
- 28. Knowledge of the social, emotional, intellectual, and physical needs of the high school age students;
- 29. Knowledge of theory and research in education;
- 30. Excellent verbal and written communication skills;
- 31. Excellent technological skills;
- 32. Considerable problem-solving skills;
- 33. Administrative skills;
- 34. Crisis management, handling emergencies and de-escalation techniques skills;
- 35. Ability to apply leadership skills within a shared decision-making model;
- 36. Ability to apply the principles of Positive Behavioral Interventions and Supports (PBIS) and Response to Intervention (RtI);

- 37. Ability to be part of an effective management team;
- 38. Ability to communicate well both orally and in writing;
- 39. Ability to compose clear, complete, and concise correspondence and reports independently using correct grammar, syntax, punctuation, and spelling;
- 40. Ability to connect College Readiness and Common Core Standards;
- 41. Ability to demonstrate high moral and ethical standards;
- 42. Ability to develop a strong school culture;
- 43. Ability to develop and foster a professional learning community that supports student success;
- 44. Ability to effectively evaluate curriculum and instructional programming;
- 45. Ability to establish and maintain effective working relationships with students, staff and the community;
- 46. Ability to evaluate and develop staff instructional skills and overall performance;
- 47. Ability to facilitate high student achievement;
- 48. Ability to interact successfully with staff, parents, board members and community;
- 49. Ability to lead and supervise staff and students;
- 50. Ability to lead the adaptive work of building instructional skills, developing leadership capacity, and the cognitive coaching of the school's leadership team;
- 51. Ability to maintain high student morale, attendance and general discipline;
- 52. Ability to manage budgets with varying sources and levels of revenue;
- 53. Ability to mentor and develop staff to become master teachers;
- 54. Ability to multi-task complex issues;
- 55. Ability to plan, organize and coordinate the activities of an educational program;
- 56. Ability to produce an effective school climate;
- 57. Ability to remain flexible and develop alternative strategies to achieve established goals;
- 58. Ability to understand the underlying philosophy for a high school that matches the intellectual social, emotional, and physical needs of young adolescents;
- 59. Ability to work well in a community with high expectations for its students and schools;
- 60. Supervisory ability;
- 61. Ability to work with individuals from diverse backgrounds.

PART III - POSITION SUPERVISES:

1. Supervises assigned certified teachers.

PART IV - ESSENTIAL FUNCTIONS

- 1. Assists the Chief Academic Officer in supporting the district's K-12 technology-based instructional programs.
- 2. Facilitates the development, implementation, and monitoring of short and long-range plans for technology across the district aligned with the District Technology Plan.
- 3. Leads district work in developing a virtual academy that meets the various needs of students in Waterbury.
- 4. Promotes, supports, and facilitates the use of technology to improve teaching and learning across the district.
- 5. Collaborates with the school staff, the Welcome Center and Parent Liaisons to ensure families and community members are well informed and prepared to support students' learning.

- 6. Conducts formal and informal classroom observations and walkthroughs for the purpose of improving teacher practice.
- 7. Collaborates with the Management, Information and Technology Supervisor to ensure proper project planning and implementation.
- 8. Schedules and facilitates grade level and departmental meetings in conjunction with the Supervisor colleagues to support the instructional technology program throughout the District.
- 9. Creates reports as needed by the Academic Office and Information Technology.
- 10. Develops professional learning that advances adult learning in technology in collaboration with the Human Capital Department.
- 11. Meets regularly with the Superintendent, Chief Academic Officer, Management, Information and Technology Supervisor, Assistant Superintendents, District Administrators and teacher leaders, for the purposes of maintaining on-going supervision of technology integration.
- 12. Creates, implements, and oversees innovative instructional technology programs, initiatives, professional learning Districtwide
- 13. Coordinates the development and administration of in-service and job-embedded technology integration programs for district-wide staff
- 14. Responsible for providing staff with information regarding relevant research, curriculum innovations and educational trends.
- 15. Acts as a liaison for the district with other area schools to foster dialogue and collaboration about current educational technology methodologies, ideas, and best practices
- 16. Co-facilitates the district-wide Technology Committee to foster community outreach, promote 21st Century Skills, and design short and long term goals
- 17. In collaboration with the Director of Communications, coordinates and monitors the district and school websites as well as updates and maintains the main district website.
- 18. Assists district testing coordinator with the implementation of standardized testing
- 19. Applies for technology-based educational grants for alternative sources of funding
- 20. Manages the Google GSuite for Education admin console, including all staff and student user accounts
- 21. Assists in the organizing, analyzing, and sharing results of district-wide programs, State/District assessments and other evaluative measures used by the schools for the purposes of informing instruction and increasing student achievement
- 22. Researches and recommends educational software applications across the district
- 23. Coordinates, monitors, and prepares district-wide technology budgets as it relates to teaching and learning.
- 24. Performs other duties as may be assigned by the Superintendent or designee.

The following identifies the primary and essential functions of the position and is not intended to be an exhaustive listing of all duties.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Frequency: Place an "X" in each box that is appropriate to your job.

<u> </u>				•	
NEVER (N)	OCCASIONALLY (O)	FREQU	ENTLY (F)		CONSTANTLY (C)

0 % of Shift		1-33%	of Shif	t	34-66% of Shift	67-10	67-100% of Shift		
Working Conditions	N	0	F	С	Working Conditions	N	О	F	C
Physical Demands					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving		X		
Lifting		X			Physical Strength:				
Carrying		X			Little Physical Effort (-10 lbs.)		X		
Pushing		X			Light Work (-20 lbs.)		X		
Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			Environmental Conditions				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration	X			
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes	X			
Talking			X		Exposure to Unpleasant Odors	X			
Hearing				X	Exposure to bodily fluids	X			
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

Waterbury Public Schools is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the District will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the District when necessary.

Prepared on:

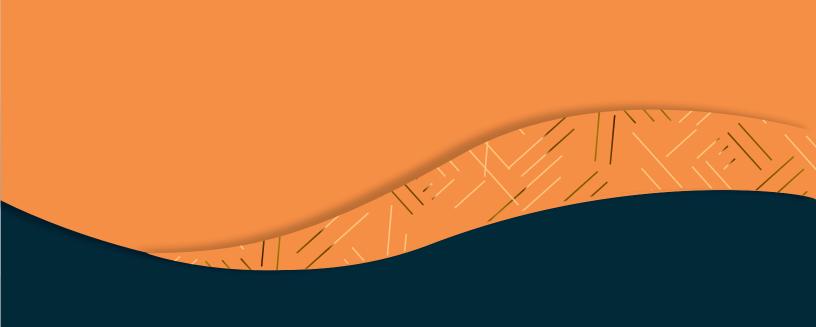
July 27, 2021

CONNECTICUT PUBLIC ACT NO. 19-12

An Act Concerning the Inclusion of Black and Latino Studies in the Public School Curriculum







For further information regarding CT Public Act 19-12, please refer to SERC's website at https://ctserc.org/pa1912.

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Senator Douglas McCrory of the 2nd District, Education Committee Co-Chair Representative Bobby Sanchez of the 25th District, Education Committee Co-Chair

Representative Bobby Gibson of the 15th District

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Charlene M. Russell-Tucker, Acting Commissioner of Education **Desi D. Nesmith**, Deputy Commissioner of Education for Academics and Innovation

Irene E. Parisi, Chief Academic Officer

Dr. Gladys Labas, Director of Equity and Language, Project Manager **Dr. Melissa K. Wlodarczyk Hickey**, Director of Reading and Literacy Stephen Armstrong, Social Studies Consultant, K-12

SERC recognizes the SERC Board of Directors and all members of the SERC Staff for their commitment and continued advocacy, including the following members who lead this endeavor:

Ingrid M. Canady, Executive Director Nitza M. Diaz, Consultant Wanda Guzman, Project Specialist Paquita Jarman-Smith, Consultant Michelle LeBrun-Griffin, Consultant

Without the voice and agency of students, families, educators, advocates, and historians, this curriculum would not be possible.

SERC would like to distinguish the concerted effort of the Advisory Group and Expert Review Panel (see Appendix for full membership lists) who volunteered their time, expertise, and knowledge to ensure the historical accuracy, comprehensive alignment, and transformative nature of this course of studies. "What we need is not a history of selected races or nations, but the history of the world void of national bias, race hate, and religious prejudice." — Carter G. Woodson

As Connecticut embarks on its first model statewide African American/Black and Puerto Rican/Latino Course of Studies, we acknowledge the commitment, passion, dedication, and unwavering hard work that went into making this a possibility. Thank you to the students, legislators, historians, community members, teachers, and social justice activists who shared in bringing CT PA 19-12 to fruition as well as contributed to the development of the curriculum.

This course represents American history that is inclusive, rather than absent of Black and Latino history. Certainly our forefathers, including the great Carter G. Woodson and Pedro Albizu Campos, are joyfully exclaiming about this opportunity to lead future generations through this integral learning experience for all students.

In this one-year, integrated course, the history of Africa and the Diasporas are explored with intentional linkages to the accomplishments, struggles, and beauty of Black and Latino people in the U.S., Americas (North and South), the Caribbean, and around the world. Through the lens of these very unique histories, students, with the guided support of their educators, will have opportunities to make connections to their own cultural and racial backgrounds and strengthen their understanding of what positive identity can look and sound like, the importance of inclusivity of diverse perspectives, and value for social justice to inform actions in their own community.

As a new chapter of historical learning is set forward, Connecticut high school students of all races, ethnicities, and identities will be welcomed by educators ready to discover, explore, and experience how these histories have contributed to the U.S. and global citizenry. The units within this course will assist teachers to tell the stories that have often been omitted and personify the realities of determination, struggle, liberation, joy, and hope. Using the tools and resources in this curriculum, knowledgeable, talented, innovative, and dedicated teachers will guide students in this new area of learning. We look to them to inspire within each student a desire to reimagine the present and future, based on lessons learned from the past—and provide opportunities for students to grow and develop their own ideas to ensure we continue to strive for justice, equity, and unity of all people.

iLas puertas históricas del futuro están abiertas, entremos juntos!

In high regard for where this course can lead us,

Ingrid M. Canady

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Executive Director, SERC

INTRODUCTION

In June 2019, CT PA 19-12 was passed to develop an African American/Black and Puerto Rican/Latino Course of Studies at the high school level. Legislation identified the State Education Resource Center (SERC) as the coordinating entity to develop the curriculum as the first, integrated and model statewide curriculum of its kind. In collaboration with partners from the CT State Department of Education (CSDE), work swiftly began with the design of a comprehensive work plan and website, and the convening of a 150-member Advisory Group (see Appendix for full listing) representative of educators, students and advocates, historians, scholars, and community members by November 2019.

The Advisory Group organized into nine committees to complete various tasks as outlined below, and met as a full group intermittently through November 2020 to provide feedback and monitor progress.

- 1. Research and Evaluation Committee This committee conducted an online curriculum survey of Connecticut high school educators and found 217/350 respondents were teachers representing a variety of districts and school sizes. A total of 62% of the respondents indicated readiness to teach the course and requested that comprehensive curriculum and professional learning be provided. Curriculum artifacts were warehoused from 17 districts and eight states with an African American or a Latino Studies course currently in place, and used to inform curriculum development.
- 2. Focus Group Committee An online survey was also conducted by this committee, with the same questions asked as in-person or virtual focus groups were held. Approximately 1/3 of survey responses were from students expressing their desire for the course to provide: a deeper study of inequalities and understanding of racism as a social construct, a better understanding of varied backgrounds and cultures of intra-racial communities, teaching of "real" history beyond stereotypes, state and local contexts, an emphasis on difference as a strength and not a weakness, and learning activities related to pop culture. A total of 12 focus groups were held, five exclusively for high school students illuminating the following priorities: teacher knowledge of history, safe and brave class climate, culturally relevant and responsive pedagogy practiced to center student voice and interests, focus on supporting students' racial identity development, importance of the portrayal of positive accomplishments and multiple perspectives, consideration of operational challenges for various school settings, and the need for comprehensive professional learning.
- 3. Course Syllabus Committee The important work of this committee was to outline the overarching learning objectives and essential questions to serve as a framework for the course. As an integrated curriculum, legislators aided in the decision for a semester-by-semester focus with spiraling concepts across semesters to assist teachers in engaging students' in-depth knowledge building and self-discovery.
- 4. Infrastructure Support Committee This committee focused on guidance for successful implementation of this elective, full-year course and supported the development of information provided to districts and agencies in the Fall/Winter of 2020. Focus areas included:
 - the importance of strategic planning to create K-12 pathways for learning aligned with a portrait of/ vision for a graduate and family/community partnerships;
 - considering readiness for 2021-2022 or 2022-2023 implementation and planning for a number of sections, and staffing needed accordingly;
 - as a History course, being taught by a certified high school social studies teacher; however, collaborative teaching arrangements with World Language, English, and Arts teachers is strongly encouraged:
 - class composition to ensure diversity of perspectives and seeking opportunities for inter-district collaborations when this is not feasible;
 - recognition of joint responsibility of the entire school, district, and community for success of the course.

5 & 6. African American/Black and Puerto Rican/Latino Content Development Committees – These committees were the heart of curriculum development efforts and involved educators and scholars responsible for not only the robust content development, but also the plethora of resources and learning activities provided to support teachers with the accuracy and integrity of delivery across schools and districts statewide.

The 11 units of study have been aligned with the CT Social Studies Frameworks, CT Common Core Standards for English Language Arts, CT English Language Proficiency Standards, and Universal Design for Learning principles. An expanded, yet familiar, Understanding By Design template was used with special features such as home links, extensions/experiential opportunities, and options for interdisciplinary connections, as well as synchronous and asynchronous learning options.

- 7. Professional Learning Committee Given a model statewide curriculum, professional development is a key attribute to the success of the course. This committee outlined a comprehensive professional learning plan for initial implementers (approximately 50 schools) during the 2021-2022 school year and for remaining schools in 2022-2023. The plan includes a week-long summer institute and two-day quarterly trainings, as well as virtual coaching and networking opportunities for educators and administrators.
- 8. Publications and Dissemination Committee In order to support the ongoing development and evolution of the curriculum, it was necessary for this committee to not only determine how the curriculum document would be shared, but how updated materials and resources would be readily accessible. It is anticipated that the CSDE will have an electronic platform for warehousing the curriculum that will include a lesson repository and a process for review and feedback.
- 9. Integration and Assessment Committee This committee was responsible for the review of the curriculum in its entirety for alignment of standards, content, and assessments as well as coherence across units and semesters. The work of this committee led to refinement of lessons to ensure they are implementation-ready.

In August 2020, an Expert Review Panel (see Appendix for full listing) of national and state-level experts and researchers was convened to review course deliverables as they were being developed, and provide critical feedback and relevant resources. Panel members endorsed:

- the volume of rich content for the single course and a desire to be explicit and accurate with new learning,
- the importance of continuity and congruence of content across semesters, including cross-cultural influences,
- value for focus on inventors and innovators, including women, who brought optimism despite struggles,
- appreciation for materials, investigative learning activities, and teacher resources to maximize relevance and engagement,
- strength of oral history assignments in examining intersectionality of identity and understanding its fluidity, and
- the need for teacher prep to ensure diversity of thought, bi-directional learning (student:teacher, home:school), and unity in community.

The State Board of Education approved the curriculum in December 2020, and the SERC and CSDE Team worked steadily to make final revisions through June 2021.

Anticipated next steps in preparation for statewide implementation in 2022-2023 include: a field study to garner additional feedback from teachers and students, opportunities to engage families and communities in new learning, and the development of a Speakers Bureau to bring African American/Black and Puerto Rican/Latino lived experiences to the classroom.

COURSE OVERVIEW

The African American/Black and Puerto Rican/Latino Course of Studies is a one credit, year-long elective in which students will consider the scope of African American/Black and Puerto Rican/ Latino contributions to U.S. history, society, economy, and culture. It utilizes Connecticut's Social Studies Framework themes and inquiry-based approach already familiar to social studies teachers to deliver a content rich and personalized learning experience.

The course is an opportunity for students to explore accomplishments, struggles, intersections, perspectives, and collaborations of African American/Black and Puerto Rican/Latino people in the U.S. Students will examine how historical movements, legislation, and wars affected the citizenship rights of these groups and how they, both separately and together, worked to build U.S. cultural and economic wealth and create more just societies in local, national, and international contexts.

Coursework will provide students with tools to identify historic and contemporary tensions around race and difference; map economic and racial disparities over time; strengthen their own identity development; and address bias in their communities. This course will contribute to the critical consciousness and civic-mindedness competencies of a twenty-first century graduate, and ultimately facilitate students' interest in pursuing further ethnic, anthropology, or human rights studies in the future.

SYNTHESIS FOR PROGRAM OF STUDIES

SCED Course Code: 04901

Title: African American/Black and Puerto Rican/Latino Studies

Recommended Prerequisites: US History and Modern World History

Humanities Elective Grades: 11-12 Credit: 1.0 **CCP level:** Full Year

The course is an opportunity for students to explore accomplishments, struggles, intersections, perspectives, and collaborations of African American/Black and Puerto Rican/Latino people in the U.S. Students will examine how historical movements, legislation, and wars affected the citizenship rights of these groups and how they, both separately and together, worked to build U.S. cultural and economic wealth and create more just societies in local, national, and international contexts. Coursework will provide students with tools to identify historic and contemporary tensions around race and difference; map economic and racial disparities over time; strengthen their own identity development; and address bias in their communities.

COURSE FRAMEWORK

LEARNING OBJECTIVES (LO)	ESSENTIAL QUESTIONS (EQ)
LO1 UNDERSTAND the construct of race and why and how it was developed.	EQ1 RACIAL FORMATIONS How and why was the concept of race constructed? What is its impact on African American/Black and Puerto Rican/Latino people?
LO2 INVESTIGATE the evolution and development of African American/Black and Puerto Rican/Latino identities, including intersections with Indigenous and other identities.	EQ2 DIASPORAS Who and what are the diverse people, places, and time periods that African American/Black and Puerto Rican/Latino include? What are the stories of the African, Black, Puerto Rican, and Latino(a) diasporas?
LO3 ANALYZE how race, power, and privilege influence group access to citizenship, civil rights, and economic power.	EQ3 POWER What do African American, Black, Puerto Rican and Latino(a) histories reveal about the United States, its foundation, and how power is structured today?
LO4 EXAMINE the scope and legacy of resistance that has been integral to African American, Black, Puerto Rican, and Latino(a) histories.	EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Black, Puerto Rican and Latino(a) people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with various other groups?
LO5 ARTICULATE the integral role African American, Black, Puerto Rican, and Latino(a) communities have played in shaping U.S. society, economy, and culture.	EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African American, Black, Puerto Rican and Latino(a) people shaped American society, economy, and culture?
LO6 REIMAGINE new possibilities and more just futures for our country and our world drawn from the legacy of African American/Black and Puerto Rican/Latino experiences, intellectual thought, and culture.	EQ6 RADICAL IMAGINATIONS What do African American, Black, Puerto Rican, and Latino(a) histories and cultures teach us about radically reimagining new possibilities and more just futures?
LO7 EXPLORE local and regional African American/ Black and Puerto Rican/Latino communities and compare/contrast them with national histories.	EQ7 SPACE AND PLACE In what ways have geographies shaped history, as well as been shaped by it? What are the African American/Black and Puerto Rican/Latino histories of our region, and how do they relate to broader histories?
LO8 EXAMINE examples of African American/Black and Puerto Rican/Latino action in addressing issues impacting their communities. LO9 IDENTIFY resources and opportunities for active engagement, learning, and civic responsibility. LO10 USE the inquiry cycle to take informed action.	EQ8 AGENCY AND CIVIC ENGAGEMENT In what ways have African American/Black and Puerto Rican/Latino people demonstrated agency in developing organizations and strategies to address pressing issues in their communities? How can young people take informed action to address pressing issues in their own communities?
LO10 USE the inquiry cycle to take informed action.	

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Semester 1: Focus on African American/Black History

Timeframe	Unit	Content Standards	Course Learning Objectives	Essential Questions	Lessons	Days
Early-Mid	Unit 1 Where We	Dimension 2 Applying	LO1 UNDERSTAND the	EQ1 RACIAL	1.0 Course	2 days
September	Come From:	disciplinary concepts and	construct of race and why	FORMATIONS	Introduction	,.
(2.5 weeks/	Introduction to	tools	and how it was developed.	How and why was		
12 days)	African Origins	HIST 9-12.1 Evaluate how	LO2 INVESTIGATE the	the concept of race	1.1 African	2 days
	and Contributions	historical events and	evolution and development	constructed? What	Origins	
	of Ancient African	developments were shaped by	of African American/Black	is its impact on		
	Empires to World	unique circumstances of time and	and Puerto Rican/Latino	African	1.2 African	2 days
	Civilizations and	place as well as broader historical	identities, including	American/Black and	Empires to the	
	the African	context	intersections with	Puerto Rican/Latino	Demise of	
	Diaspora (500	HIST 9–12.3 Use questions	Indigenous and other	people?	Songhai	
	B.C.E. to 1600)	generated about individuals and	identities.	EQ3 POWER What		
		groups to assess how the	LO3 ANALYZE how race,	do African	1.3 The Moors	1 day
		significance of their actions	power, and privilege	American, Black,		
		changes over time and is shaped	influence group access to	Puerto Rican and	1.4 The Social	5 days
		by the historical context.	citizenship, civil rights, and	Latino(a) histories	Construction of	
		HIST 9–12.6 Analyze the ways in	economic power.	reveal about the	Race and the	
		which the perspective of those		United States, its	Transatlantic	
		writing history shaped the history		foundation, and	Slave Trade	
		that they produced.		how power is		
		GEO 9–12.2 Use maps, satellite		structured today?		
		images, photographs, and other		EQ4 FREEDOM,		
		representations to explain		JUSTICE, RESISTANCE How		
		relationships between the		have African		
		locations of places and regions				
		and their political, cultural, and economic dynamics.		American, Black, Puerto Rican and		
		GEO 9-12.8 Evaluate the		Latino(a) people		
		consequences of human-made		fought for freedom		
		and natural catastrophes on		and justice		
		and natural catastrophies on		throughout history		
				throughout history	l	

Mid-Lato	Unit 2 How	global trade, politics, and human migration.	LO2 INVESTIGATE the	and today, and in what ways have their struggles been in solidarity with various other groups? EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African American, Black, Puerto Rican and Latino(a) people shaped American society, economy, and culture?	2.1 Slavony and	2 days
Mid-Late September (1.5 weeks/ 8 days)	African Americans Persisted: Slavery and Freedom Stories of Resistance and Agency (1619 to	Dimension 2 Applying disciplinary concepts and tools HIST 9-12.1 Evaluate how historical events and developments were shaped by unique circumstances of time and	evolution and development of African American/Black and Puerto Rican/Latino identities, including intersections with Indigenous and other	EQ2 DIASPORAS Who and what are the diverse people, places, and time periods that African American/Black and Puerto Rican/Latino	2.1 Slavery and Freedom in Their Own Words 2.2 Agency and Resistance:	2 days 2 days
	1819)	place as well as broader historical contexts HIST 9–12.7 Analyze how current interpretations of the past are limited by the extent to which	identities. LO3 ANALYZE how race, power, and privilege influence group access to citizenship, civil rights, and	include? What are the stories of the African, Black, Puerto Rican, and Latino(a) diasporas?	Fort Mose and Haiti 2.3 Understanding	4 days
		available historical sources represent perspectives of people at the time. GEO 9–12.5 Analyze the reciprocal nature of how historical events and the spatial diffusion of ideas, technologies, and cultural	economic power. LO4 EXAMINE the scope and legacy of resistance that has been integral to African American, Black, Puerto Rican and Latino(a), histories.	EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Black, Puerto Rican, and Latino(a) people	Slavery as an Institution in Connecticut: Laws and Census Data	
		practices have influenced	LO5 ARTICULATE the integral role African	fought for freedom and justice		

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		migration patterns and the distribution of human population. CIV 9–12.14 Analyze historical, contemporary, and emerging means of changing societies, promoting the common good, and protecting rights.	American, Black, Puerto Rican, and Latino(a) communities have played in shaping U.S. society, economy, and culture. LO6 REIMAGINE new possibilities and more just futures for our country and our world drawn from the legacy of African American/Black and Puerto Rican/Latino experiences, intellectual thought, and culture.	throughout history and today, and in what ways have their struggles been in solidarity with various other groups? EQ7 SPACE AND PLACE In what ways have geographies shaped history, as well as been shaped by it? What are the African American/Black and Puerto Rican/Latino histories of our region, and how do they relate to broader histories?		
October (3 weeks/ 15 days)	Unit 3 Black Literacy, Organizations, and Liberation (1820-1865)	Dimension 2 Applying disciplinary concepts and tools HIST 9–12.3 Analyze complex and interacting factors that influenced the perspectives of people during different historical eras	and legacy of resistance that has been integral to African American, Black, Puerto Rican, and Latino(a) histories. LO6 REIMAGINE new	EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Black, Puerto Rican and	3.1 The Age of Abolition: The Gradualist Period (1800 to 1830) 3.2 The Militant	5 days
		HIST 9–12.12 Integrate evidence from multiple relevant historical sources and interpretations into a	possibilities and more just futures for our country and our world drawn from the	Latino(a) people fought for freedom and justice throughout history	Period (1830 to 1840)	3 days
		reasoned argument about the past	legacy of African American/Black and Puerto Rican/Latino experiences, intellectual thought, and culture.	and today, and in what ways have their struggles been in solidarity with various other	3.3 The Early & Late Political Periods (1840 to 1860)	3 days
			LO8 EXAMINE examples	groups?		4 days

			of African American, Puerto Rican and Latino action in addressing issues impacting their communities.	EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African American, Black, Puerto Rican and Latino(a) people shaped American society, economy, and culture? EQ6 RADICAL IMAGINATIONS What do African American, Black, Puerto Rican, and Latino(a) histories and cultures teach us about radically reimagining new possibilities and more just futures?	3.4 The Road to Freedom (1861-65)	
Late October-Mid November (3 weeks/ 14 days)	Unit 4 Long, Long History for Equality (1865- 1915)	Dimension 2 Applying disciplinary concepts and tools CIV 9–12.3 Analyze the impact of constitutions, laws, treaties, and international agreements on the maintenance of national and international order. HIST 9–12.4 Analyze how historical contexts shaped and continue to shape people's perspectives (e.g., immigration, labor, the role of women). Dimension 3 Evaluating sources and using evidence	LO3 ANALYZE how race, power, and privilege influence group access to citizenship, civil rights, and economic power. LO4 EXAMINE the scope and legacy of resistance that has been integral to African American, Black, Puerto Rican, and Latino(a) histories. LO8 EXAMINE examples of African American/Black and Puerto Rican/Latino action in addressing issues	EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Black, Puerto Rican and Latino(a) people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with	4.1 The African American Experience During the Reconstruction Era (1865-1877) 4.2 The African American Experience in the Years Following Reconstruction (1877-1898)	2 days

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INQ 9–12.8 Identify evidence that draws information directly and substantively from multiple sources to detect inconsistencies in evidence in order to revise or strengthen claims.	impacting their communities.	various other groups? EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have	4.3 The Struggle Against Jim Crow	3 days
		African American, Black, Puerto Rican, and Latino(a) people shaped American society, economy, and culture? EQ8 AGENCY AND CIVIC ENGAGEMENT In what ways have African American/Black and Puerto Rican/Latino people demonstrated agency in developing organizations and strategies to address pressing issues in their communities? How can young people take informed action to address pressing issues in their own communities?	4.4 The Education and Entrepreneurshi p of Blacks	6 days

Mid	Unit 5 Black	Dimension 2 Applying	L04 EXAMINE the scope	EQ4 FREEDOM,	5.1 Great	4 days
November-	Movement for	disciplinary concepts and	and legacy of resistance	JUSTICE,	Migration and	
Mid	Equality (1915-	tools	that has been integral to	RESISTANCE How	the "Nadir of	
December	1965)	HIST 9-12.4 Analyze how	African American, Black,	have African	Race Relations"	
(3 weeks/		historical contexts shaped and	Puerto Rican, and Latino(a)	American, Black,	and the	
16 days)		continue to shape people's	histories.	Puerto Rican and	Juxtaposition of	
		perspectives. (e.g., immigration,	LO5 ARTICULATE the	Latino(a) people	Hope	
		labor, the role of women).	integral role African	fought for freedom		
		HIST 9–12.6 Explain how the	American, Black, Puerto	and justice	5.2 The Power	3 days
		perspectives of people in the	Rican, and Latino(a)	throughout history	of Black Art:	
		present shape interpretations of	communities have played	and today, and in	The	
		the past.	in shaping U.S. society,	what ways have	Empowerment	
		CIV 9–12.1 Analyze the role of	economy, and culture.	their struggles been	of Black People	
		citizens in the U.S. political	LO6 REIMAGINE new	in solidarity with	Through the	
		system, and the theory and	possibilities and more just	various other	Arts	
		practice of democracy in	futures for our country and	groups?		
		America.	our world drawn from the	EQ5 SOCIETY,	5.3 Remnants	2 days
		CIV 9–12.2 Evaluate the	legacy of African	ECONOMY, AND	of the Jim Crow	,
		effectiveness of citizens and	American/Black and Puerto	CULTURE How and	South	
		institutions in solving social and	Rican/Latino experiences,	in what ways have		
		political problems.	intellectual thought, and	African Americans,	5.4 Resistance	2 days
		Dimension 4 Communicating	culture.	Puerto Rican and	and Revolution	,
		concluding and taking	LO8 EXAMINE examples	Latino people	Through	
		informed action	of African American/Black	shaped American	Organized	
		INQ 9–12.8 Identify evidence that	and Puerto Rican/Latino	society, economy,	Efforts	
		draws information directly and	action in addressing issues	and culture?		
		substantively from multiple	impacting their	EQ6 RADICAL	5.5 World War	1 day
		sources to detect inconsistencies	communities.	IMAGINATIONS	II - Tuskegee	,
		in evidence in order to revise or		What do African	Airmen	
		strengthen claims.		American, Black,		
		3		Puerto Rican, and	5.6 How the	2 days
				Latino(a) histories	Women	, , ,
				and cultures teach	Organized and	
				us about radically	Agitated	
				reimagining new		
				possibilities and	5.8 How the	2 days
				more just futures?	Youth	

				EQ8 AGENCY AND CIVIC ENGAGEMENT How can young people take informed action to address pressing issues in their own communities?	Organized and Agitated	
Mid- December to Mid- January (3	Unit 6 Protest, Politics, and Power (1965- Present)	Dimension 2 Applying disciplinary concepts and tools HIST 9–12.6 Explain how the	LO3 ANALYZE how race, power, and privilege influence group access to citizenship, civil rights, and	EQ3 POWER What do African American, Black, Puerto Rican and	6.1 Black Power (1965- 1975)	5 days
weeks 15 days)		perspectives of people in the present shape interpretations of the past.	economic power. LO6 REIMAGINE new possibilities and more just	Latino(a) histories reveal about the United States, its	6.2 Black Politics	1 day
		CIV 9–12.14 Analyze historical, contemporary, and emerging means of changing societies, promoting the common good, and	futures for our country and our world drawn from the legacy of African American/Black and Puerto	foundation, and how power is structured today? EQ4 FREEDOM ,	6.3 Black Cultural Production	3 days
		protecting rights. Dimension 4 Communicating concluding and taking informed action	Rican/Latino experiences, intellectual thought, and culture. LOS EXAMINE examples	JUSTICE, RESISTANCE How have African American, Black,	6.4 Systemic Racism: 1965-Present	3 days
		INQ 9–12.15 Use disciplinary and interdisciplinary lenses to understand the characteristics and causes of local, regional, and global problems; instances of such problems in multiple contexts; and challenges and opportunities faced by those trying to address these problems over time and place. CIV 9–12.5 Analyze how societies institute change in ways that	of African American/Black and Puerto Rican/Latino action in addressing issues impacting their communities. LO9 IDENTIFY resources and opportunities for active engagement, learning, and civic responsibility.	Puerto Rican, and Latino(a) people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with various other groups?	6.5 Black Lives Matter Movement	3 days

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	both promote and hinder the	LO10 USE the inquiry	EQ5 SOCIETY,
	common good and that protect	cycle to take informed	ECONOMY, AND
	=	action.	CULTURE How and
	and violate citizens' rights.	deton	in what ways have
			African American,
			Black, Puerto Rican,
			and Latino(a)
			people shaped
			American society,
			economy, and
			culture?
			EQ6 RADICAL IMAGINATIONS
			What do African
			American, Puerto
			Rican, and Latino(a)
			histories and
			cultures teach us
			about radically
			reimagining new
			possibilities and
			more just futures?
			EQ8 AGENCY AND
			CIVIC
			ENGAGEMENT In
			what ways have
			African
			American/Black and
			Puerto Rican/Latino
			people
			demonstrated
			agency in
			developing
			organizations and
			strategies to
			address pressing
			issues in their
			communities? How
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Semester 2: Focus on Puerto Rican/Latino History

Timeframe	Unit	Content Standards	Course Learning Objectives	Essential Questions	Lessons	Days
Late January- Mid February (2.5 weeks/ 13 days)	Unit 1 Early Beginnings: Who Are We?	Dimension 2 Applying disciplinary concepts and	LO1 UNDERSTAND the construct of race and why and how it was developed. LO2 INVESTIGATE the	EQ1 RACIAL FORMATION How and why was the concept of race constructed? What is its impact on African	1.0 Introduction/ Review of Semester Themes	2 days
13 days)		tools HIST 9-12.3 Use questions generated about individuals and	evolution and development of African American/Black and Puerto Rican/Latino identities, including intersections with	American/Black and Puerto Rican/Latino people? EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African	1.1 Latinos on Race while living <i>in between</i> the Black and White Binary	2 days
		groups to assess how the significance of their actions changes over	Indigenous and other identities.	American, Black, Puerto Rican, and Latino(a) people shaped American society, economy, and culture?	1.2 Latino Culture: The Multiple and Evolving Identities of Latinos	3 days
		time and is shaped by the historical account. HIST 9- 12.4 Analyze complex and			1.3 Where Do We Come From? African and Indigenous Diaspora in Puerto Rico and in Latin America	3 days
		interacting factors that influenced the perspectives of			1.4 Geography: Puerto Rican and Latin American Migration	3 days

		people during different historical eras. HIST 9-12.10 Detect possible limitations in various kinds of historical evidence and differing secondary				
		interpretations. GEO 9–12.5 Analyze the reciprocal nature of how historical events and the spatial diffusion of ideas, technologies, and cultural practices have influenced migration patterns and the distribution of human population.				
Mid- February- Mid March (3.5 weeks/ 18 days)	Unit 2 Blood and Beauty	Dimension 2 Applying disciplinary concepts and tools WHIST 9-12.6 Analyze the way in which the perspective of those writing history shaped	LO2 INVESTIGATE the evolution and development of African American/Black and Puerto Rican/Latino identities, including intersections with Indigenous and other identities. LO4 EXAMINE the scope and legacy of resistance that has been integral to	EQ2 DIASPORAS Who and what are the diverse people, places, and time periods that African American/Black and Puerto Rican/Latino include? What are the stories of the African, Black, Puerto Rican, and Latino(a) diasporas? EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Black, Puerto Rican,	2.1 The Tainos, Aztecs, Incas, and the Mayans: The critical hidden figures in Puerto Rican and Latino history 2.2 Columbus and His Actions in the Caribbean	5 days

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		the history that they produced. GEO 9–12.2 Use maps, satellite images, photographs, and other representations to explain relationships between	African American, Black, Puerto Rican, and Latino(a) histories.	and Latino(a) people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with various other groups? EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African American, Black, Puerto Rican, and Latino(a) people shaped	2.3 Bartolomé de Las Casas2.4 Treatment of Indigenous by the Spaniards2.5 Anti-Latino Massacre Timeline	1 day 1 day 2 days
		the locations of places and regions and their political, cultural, and economic dynamics. USHIST 9-12.12 Integrate evidence from multiple relevant historical sources and interpretations into a reasoned argument about the past.		American society, economy, and culture? EQ7 SPACE AND PLACE In what ways have geographies shaped history, as well as been shaped by it? What are the African American/Black and Puerto Rican/Latino histories of our region, and how do they relate to broader histories?	2.6 Scientific Experiments: Puerto Rico and Guatemala 2.7 Language Suppression in Puerto Rico, Latin America, and the U.S.	5 days 2 days
Late March- Late April (4 weeks/22 days)	Unit 3 Sweat	Dimension 2 Applying disciplinary concepts and tools HIST 9–12.4 Analyze how historical contexts shaped and continue to shape	evolution and development of African American/Black and Puerto Rican/Latino identities, including intersections with Indigenous and other identities. LO3 ANALYZE how race, power, privilege influence	EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Black, Puerto Rican, and Latino(a) people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with various other groups?	3.1 Emergence of Latin American Nations 3.1-1 The arrival of the "Conquistadores" (transition to identity) and the	3 days

people's perspectives	group access to citizenship, civil rights, and economic	EQ5 SOCIETY, ECONOMY, AND CULTURE How and in	Legacy of Colonialism (1400s)	
(e.g.,	power.	what ways have African		
immigration,	LO4 EXAMINE the scope	American, Black, Puerto Rican,	3.1-2 Bringing the	2 days
labor, the role of	and legacy of resistance	and Latino(a) people shaped	New Labor Force	
women).	that has been integral to	American society, economy, and		
CIV 9-12.3	African American, Black,	culture?	3.1-3 Race in Latin	2 days
Analyze the	Puerto Rican, and Latino(a)	EQ6 RADICAL	America: Caste or	
impact of	histories.	IMAGINATIONS What do	Social Hierarchy?	
constitutions,	LO8 EXAMINE examples	African American, Black, Puerto		
laws, treaties,	of African American/Black	Rican, and Latino(a) histories	3.1-3 Evolution of	2 days
and international	and Puerto Rican/Latino	and cultures teach us about	Identities:	
agreements on	action in addressing issues	radically reimagining new	Indigenous, Africans	
the maintenance	impacting their	possibilities and more just	and the rest of the	
of national and	communities.	futures?	people who wanted	
international	LO9 IDENTIFY resources	EQ7 SPACE AND PLACE In	to be part of this	
order.	and opportunities for	what ways have geographies	evolution	
CIV 9-12.2	active engagement,	shaped history, as well as been		
Evaluate the	learning, and civic	shaped by it? What are the	3.2 Political	
effectiveness of	responsibility.	African American, Black, Puerto	Economy of Latin	
citizens and	LO10 USE the inquiry	Rican, and Latino histories of our	America	
institutions in	cycle to take informed	region, and how do they relate		
solving social and	action.	to broader histories?	3-2.1: The Uneasy	2 days
political	LO11 INVESTIGATE		Neighbors: U.S. and	
problems.	which elements of the		Latin America	
ECO 9-12.1	Latino culture have		Relations	
Analyze how	influenced your daily life.			
incentives			3.3 Puerto Rican	
influence choices			Sweat: Legacy of	
that may result in			U.S. Colonialism	
policies with a				
range of costs			3.3-1 Royal Decree	1 day
and benefits for			of Graces of 1815	
different groups.			(Real Cedula de	
			Gracia): Why is this	
			important?	

					3.3-2 U.S. Occupation of the Island	2 days
					3.3-3 All of these Acts: Jones Act, the Foraker Act: Who Benefits?	2 days
					3.3-4 The Paradox of Puerto Rico: Nation? Estado Libre Asociado(Associated Free State)? Colony? And Its Relationship to the Island's Social and Economic Policies	2 days
					3.3-5 Role of the U.S. as a Neighbor/Colonizer: The Economic Impact of Operation Bootstrap, PROMESA, Hurricane Maria, and the Earthquake	4 days
May-Early June (4.5 weeks/ 23 days)	Unit 4 Resistance and Defiance	Dimension 2 Applying disciplinary concepts and tools	LO4 EXAMINE the scope and legacy of resistance that has been integral to African American, Black, Puerto Rican, and Latino(a)	EQ3 POWER What do African American, Black, Puerto Rican, and Latino(a) histories reveal about the United States, its foundation, and how power is	4.1 Latin American Revolutions from Spain	
		HIST 9-12.5 Analyze how historical contexts shaped and	histories. LO5 ARTICULATE the integral role African American Black, Puerto	structured today? EQ6 RADICAL IMAGINATIONS What do African American, Black, Puerto	4.1-1 Revolution in the Colonies: A Replication of the Liberté, Égalité,	1 day

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continue to shape historical contexts. HIST 9–12.7 Analyze how current interpretations of the past are limited by the extent to which available historical sources	Rican, and Latino(a) communities have played in shaping U.S. society, economy, and culture.	Rican, and Latino(a) histories and cultures teach us about radically reimagining new possibilities and more just futures? EQ8 AGENCY AND CIVIC ENGAGEMENT In what ways have African American/Black and Puerto Rican/Latino people demonstrated agency in developing organizations and strategies to address pressing	Fraternité (Liberty, Equality, Fraternity) 4.1-2 Revolt, Defiance, and Resistance From Spain 4.2 20th Century Latin American Revolutions	5 days
represent perspectives of people at the times. CIV 9–12.1		issues in their communities? How can young people take informed action to address pressing issues in their own communities?	4.2-1 Revolutions From Latin American 4.2-2 Puerto Rican Resistance and	4 days
Distinguish the powers and responsibilities of		Communicies:	Defiance Throughout History 4.2-3 Resistance in	1 day
local, state, tribal, national, and international civic and political institutions to address social and political			Puerto Rican and Latin American History: Timeline of the Movers and the Shakers	1 day
problems.			4.3 Resistance in the U.S.	
			4.3-1 Latino Resistance in the U.S.	4 days
			4.4 Latino Civil Rights Movement	

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		L	4.4-1 The History of Latino Civil Rights Movement	2 days
		A T S N	4.4-2 The Use of Arts for Fransforming Societies and Marking the Latino Presence in the U.S.	1 day
		F F L	4.4-3 Protest and Resistance in Puerto Rican and other Latinos in the Arts and in Music	1 Day

June (3	Unit 5 Where	Dimension 2	LO5 ARTICULATE the	EQ5 SOCIETY, ECONOMY,	5.1 Introduction to	2 days
weeks/14	Are We Now?	Applying	integral role African	AND CULTURE How and in	Unit 5 and Puerto	
days)		disciplinary	American Black, Puerto	what ways have African	Rican Migration	
, ,		concepts and	Rican, and Latino(a)	American, Black, Puerto Rican	to Connecticut and	
		tools	communities have played	and Latino(a) people shaped	the United States	
		HIST 9-12.16	in shaping U.S. society,	American society, economy, and		
		Integrate	economy, and culture.	culture?	5.2 Migration from	1 day
		evidence from	LO6 REIMAGINE new	EQ6 RADICAL	other Latin American	
		multiple relevant	possibilities and more just	IMAGINATIONS What do	Countries to	
		historical sources	futures for our country and	African American, Puerto Rican	Connecticut and the	
		and	our world drawn from the	and Latino history, and culture	United States	
		interpretations	legacy of African	teach us about radically		
		into a reasoned	American/Black and Puerto	reimagining new possibilities and	5.3	2 days
		argument about	Rican/Latino experiences,	more just futures?	Accomplishments	
		the past.	intellectual thought, and	EQ8 AGENCY AND CIVIC	and Contributions of	
		GEO 9-12.5	culture.	ENGAGEMENT In what ways	Latinos/Latinas in	
		Analyze the	LO9 IDENTIFY resources	have African American/Black and	the Military	
		reciprocal nature	and opportunities for	Puerto Rican/Latino people		
		of how historical	active engagement,	demonstrated agency in	5.4	1 day
		events and the	learning, and civic	developing organizations and	Accomplishments	
		spatial diffusion	responsibility.	strategies to address pressing	and Contributions of	
		of ideas,	LO10 USE the inquiry	issues in their communities?	Latino/Latina	
		technologies, and	cycle to take informed	How can young people take	Inventors, Musicians	
		cultural practices	action.	informed action to address	and Athletes/Sports	
		have influenced		pressing issues in their own		
		migration		communities?	5.5	1 day
		patterns and the			Accomplishments	
		distribution of			and Contributions of	
		human			Latino Community	
		population.			Organizers,	
		GEO 9-12. 6			Politicians, Justices,	
		Evaluate the			etc.	
		impact of				
		economic			5.6 Latino	2 days
		activities and			Challenges in the	
		political decisions			U.S.: Immigration	
		on spatial			Stories from the	
		patterns within			Border	

and among urban, suburban, and rural regions.		5.7 Latino Challenges in the U.S.: Labor and Health	1 day
		5.8 Latino Challenges in the U.S.: Education and Incarceration	2 days
		5.9 The Beauty of Being Latino and the Future	2 days

Notes:

- Targeted Standards drawn from <u>Connecticut Social Studies Framework</u>.
- Timeframes are projected and will be informed by field study during initial year of implementation (2021-2022).

 Days are equivalent to one 45-minute period/class; adjustments will need to be made for high schools using block schedule/90-minute periods.

Unit 1

FOCUS ON AFRICAN AMERICAN/ BLACK HISTORY

Where We Come From: Introduction to African Origins and Contributions of Ancient African Empires to World Civilizations and the African Diaspora (500 B.C.E. to 1600)

Unit Template for African American/Black and Puerto Rican/Latino Course of Studies

Semester 1 - Focus on African American/Black History					
Title of	Unit 1: Where We Come From:	Timeframe	Early-Mid September (2.5 weeks/12 days)		
Unit	Introduction to African Origins				
	and Contributions of Ancient				
	African Empires to World				
	Civilizations and the African				
	Diaspora (500 B.C.E. to 1600)				
Developed Dr. Benjamin Foster, Jr. and Revision June 18, 2021					
Ву	Paquita Jarman-Smith	Date			
	Summary of Unit				

Introduction of the basis of course, overview of scope and sequence of content, and orientation of students to expected dialogue and community for learning will be the opening for this unit.

The content of this unit will focus on African Origins of humanity and contributions made by peoples of our greatest civilizations on the continent such as Kemet, Ghana, Songhai. The legacy of African Empires Kings and Queens will provide students information that will accurately paint a picture of the vast contributions to world civilizations.

It is through the history of African Origins and the exploration of African Civilizations and religions that we engage students in knowledge construction about the majestic breadth of great people in government, academic and technological innovation, and the arts, from whom African Americans and peoples from the Diaspora descended. This exploration will allow students to evaluate and analyze false narratives of inferiority and inhumanity of Africans and Black people which are deeply ingrained in modern society worldwide. As students begin the semester on African American history, they will have opportunities to embark on an exploration of a people who were made captives and brought to distant shores—and their long history of affirmation, resistance, reform, and radicalism.

In this unit, students will:

- Examine the impact of various aspects of African culture on world civilizations;
- Analyze the factors that have contributed to racialized global conflict and change in the modern world; and
- Develop a positive and accurate identity, including an awareness of and comfort with one's membership in multiple groups in society.

Compelling Questions: What impact did the people of Ancient Africa have on early and modern civilizations, and why has this impact been largely ignored through much of history? How has the concept of race been socially constructed over time?

Introduction of course projects: Throughout the lessons in the course, students will have opportunities to build their own portfolio of artifacts to demonstrate new learning. Responses, poems, video reflections, visual displays, infographics, and other forms of expression created by students should reflect the course objectives and essential questions.

With EQ6 in mind, students will participate in developing a class project entitled Radical Imagination Through the Arts, in which students create a representation of learning depicting their own ideas about reimagining new possibilities and justice, based on African American/Black and Puerto Rican/Latino history.

- Teachers and students will co-create criteria for the project starting in Semester 1.
- Engage in reflection and collaborative planning with other departments of the school: history, teachers, art, media, music, English Language Arts and others in the school or community.
- Students add artifacts to their portfolios throughout the school year which may include a social justice action, idea or plan; artistic representation; or other inspired by the student's creative process.
- Class will organize and curate the project pieces for the project.
- Culminate the year with a showcase Semester 2 for the school community.

Optional Be the Change Project (see Semester 1 Unit 5 and 6 and 2 Unit 5): This project requires consistent dedicated class time. See link for resources and materials for implementing Be the Change... | Learning for Justice

Desired Results		
Relevant Content Standards	Related Supporting Standards	
From Connecticut Elementary and Secondary Social Studies Framework	From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening, Speaking)	
Dimension 2 - Applying disciplinary concepts and tools	CCSS.ELA-Literacy.RH.11-12.1_Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole.	
HIST 9–12.1 Evaluate how historical events and developments were shaped by unique circumstances of time and place as well as broader historical context.	CCSS.ELA-Literacy.RH.11-12.2_Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes clear the relationships among the key details and ideas.	
HIST 9–12.3 Use questions generated about individuals and groups to assess how the significance of their actions changes over time	CCSS.ELA-Literacy.RH.11-12.8_Evaluate an author's premises, claims, and evidence by corroborating or challenging them with other information.	
and is shaped by the historical context.	CCSS.ELA-Literacy.WHST.11-12.9 Draw evidence from informational texts to support analysis, reflection, and research.	
HIST 9–12.6 Analyze the ways in which the perspective of those writing history shaped the history that they produced.	From CT English Language Proficiency (CELP) Standards (i.e., Reading, Writing, Listening, Speaking and Language)	
	CELP.9-12.1. RI.7. Analyze various accounts of a subject told in different mediums (e.g., a person's life story in both print and multimedia), determining which details are emphasized in each account.	

GEO 9–12.2 Use maps, satellite images, photographs, and other representations to explain relationships between the locations of places and regions and their political, cultural, and economic dynamics. GEO 9–12.8 Evaluate the consequences of human-made and natural catastrophes on global trade, politics, and human migration.	Identity 1. Students will develop positive social identities based on their membership in multiple groups in society. From Teaching Hard History A 6–12 FRAMEWORK FOR TEACHING AMERICAN SLAVERY Key Concept 1: Slavery, which Europeans practiced before they invaded the Americas, was important to all colonial powers and existed in all North American colonies SUMMARY OBJECTIVE 1: Students will recognize that slavery existed around the world prior to the European invasion of North America, changing forms depending on time and place. The enslaved often were perceived as outsiders: captives in war, the vanquished or colonized, or ethnic or religious others 1.C In many African societies, people became enslaved when they were captured during war. The status of enslaved people changed as they learned the customs and integrated into their captors' community. Slavery was not always intergenerational; the children of enslaved parents were not necessarily enslaved. Key Concept 2: Slavery and the slave trade were central to the development and growth of the colonial economies and what is now the United States. SUMMARY OBJECTIVE 2: Students will describe the nature and extent of colonial enslavement of Indigenous people. 2.A Throughout the Americas, Europeans enslaved between 2.5 million and 5 million Indigenous people. In much of what is now North America, Indigenous people were bought and sold until the late 19th century.
Learning Outcomes	Critical Consciousness
Overarching Course Learning Objectives	Overarching Course Essential Questions
LO1 UNDERSTAND the construct of race, why, and how it was developed.	EQ1 RACIAL FORMATION How and why was the concept of race constructed? What is its impact on African American, Puerto Rican, Latino, and Indigenous people?
LO2 INVESTIGATE the evolution and development of African American/Black and Puerto Rican/Latino identities, including	EQ3 POWER What do African American, Puerto Rican and Latino histories reveal about the United States, its foundation, and how power is structured today?

intersections with Indigenous and other identities. LO3 ANALYZE how race, power, and privilege influence group access to citizenship, civil rights, and economic power.	EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Puerto Rican and Latino people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with various other groups? EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African Americans, Puerto Rican and Latino people shaped American society, economy, and culture?
Theme/Content Specific Enduring Understandings	Theme/Content Specific Inquiry
For this Unit of Study, students will know and be able to	For this Unit of Study, to support self-discovery, identity development, and civic preparedness/actions, students will explore)
 Compare and contrast the development of various African civilizations. Evaluate Africa's contradiction to the false narrative of African inferiority and racial stereotypes. Analyze West Africa's wealth, geographical and ethnic diversity. Evaluate the characteristics and achievements of the African peoples discussed in this unit. Analyze the construct of race and its impact on world civilization. Skills: Contribute to and maintenance of a 	 In what ways did Africa contribute to the evolutionary development of humanity? How has the concept of race been constructed over time and what role has the concept of race had in world conflict?
 safe classroom space Develop a historical frame-of-reference of Ancient Africa's contributions to world culture. Evaluate available primary sources to compare and contrast beliefs and historical background of early African civilizations. 	

	Evidence of Learning	
Pre- Assessment/Common Misconceptions	Formative Assessments/Checks for Understanding	Performance Tasks and Criteria/Project- Based Applications (Aligned to Compelling Question)
Pre-Assessment:	Class Discussions	This unit
Students complete a	Short Essay Responses/Reflections	concludes with an
course self-assessment	Exit Tickets	End-of Unit
to gauge: interest in	Journal Entries	Performance Task
taking the course,	Presentations	in which students
comfort level in talking	1 resertations	collectively draw
about race, comfort level participating in		from their
challenging and difficult		research to create
conversations, comfort		and present a
level in learning about		representation
other cultures, what		addressing the
they know and want to learn more about. (Will		compelling
do post assessment at		question of the
end of semester.)		impact of the
,		people of Ancient
Common		Africa on the
Misconceptions:		development of
Blacks, Africans, African Americans and African		humanity and
descendants are		civilization (e.g.,
primitive, sub-human,		presentation,
and racially inferior to		descriptive
whites.		PowerPoint, visual
		depiction such as
		poster or concept

	map or matrix, etc.). Introduction of Course Projects: Radical Imagination Through the Arts and Be the Change Project
Learning Plan	Lesson Sequence
Lesson 1.0 Course Introduction (Who are We?)	Duration: 2 days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms Safe Spaces for learning Race and racism are words that have been socially constructed Anti-racism Social Justice Identity Diaspora (Who is African American and who is Black? Who is Puerto Rican and who is Latino? Who is Afro-Latino?) Materials/Resources/Speakers Schomburg Center for Research in Black Culture New York Public Library: Digital Schomburg Lesson: Preparing Students for Difficult Conversations Facing Students Facing Students for Difficult Conversations Facing Students Facin	
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities Course Pre-Assessment Students will complete pre-assessment on comfort level in talking about race and participating in challenging and difficult conversations, comfort level in learning about other cultures, what they know about Africa and Puerto Rico, what to learn for the semester, will do post assessment at the end of each semester.	Home Links/Reflections to Affirm Identity Check in with family members on how this course environment is a safe space for having thoughtful and challenging conversations. Ask for family input on what students should also consider.

Day 1 Course Intro

Initiation: Introductions of students and teacher(s). Discuss who we are? Provide Social Identity Wheels for students to complete and in pairs/triads and share questions 1 and 3 as an icebreaker (10 minutes). Resource: Personal Identity Wheel – Inclusive Teaching (Teacher will download both identity wheels on page 2 of handout.)

Activity: Creating a safe space for learning. Ask students what makes them feel safe and list. Prompt for Turn and Talk: What makes you feel safe when engaging interracial discussions on difficult/challenging topics? Post list of responses.

Explore/View/Discuss What Does Safe Space Mean to You? https://projects.seattletimes.com/2016/under-our-skin/#safe_space (5 minutes)

- Debrief the video and agree on discussion, dialogue norms, making the classroom a community for respectful, thoughtful interactions where all students learn and grow, take risks. Post the list of Norms.
- Provide an overview of the course Semester 1 and 2 and the goals and essential questions. Ask students to complete the personal identity wheel for homework and bring to the next class.
- Hand out a journal for each student to use for personal reflection throughout the school year.

Closing: Provide time for students to reflect in journals on what they look forward to learning this semester.

Day 2 Group Discussion

Continue discussion about who we are and the intersections of identity: gender, race, ability, language, age, etc.

Set up a Padlet and have students take out their personal identity wheel and post one aspect of their identity that makes them proud and an emoji or avatar they will use for the year. Have students look at the posts, notice any patterns and commonalities. **Closing:** Invite students to be historians this semester as they engage in critical inquiry as a community of learners. Share the syllabus with the students and describe the opportunities they will have to engage in learning about the histories of African Americans/Blacks and Puerto Rican/Latinos. Introduce course projects they will engage in over the course of the year. **Options for Content Continuity Across History Courses and Extensions/Experiential Opportunities Interdisciplinary Integration** Virtual class trip Developmental Psychology Social Sciences **Lesson 1.1** African Origins **Duration:** 2 days (Historical context/background knowledge for teachers https://bit.ly/2Ud0fxy. This may be pre-recorded and archived in lesson repository or a speaker may be invited to class. Teachers should be creative in differentiated delivery from multiple sources and perspectives.) Big Ideas Topics to be Addressed, including Key Concepts and Materials/Resources/Speaker https://humanorigins.si.edu/ Terms • Africa is the birthplace of all humanity and civilization Shreeve, Jaime Oldest Skeleton of Human Ancestor Found • Yoruba, Nigeria, Ga, Ghana, Wolof, Senegal Patrilineal, Matrilineal Societies. Hogenboom, Melissa The 'Lucy' fossil rewrote the story of humanity • Discovery of Lucy in Hader, Ethiopia affirms that mankind originated in Africa and therefore we are all Africans Africa's Great Civilizations DVD & Blu-ray Africa's ancient civilization have documented many firsts in DuBois, W.E.B. Suppression of the African Slave Trade, and "The World and technology, literature and structural • Developments (i.e. pyramids, books, numerical systems) Africa." https://amzn.to/3btGPtn Anthropology- The study of human, cultures and their evolution

Davidson, Basil. Africa in History https://amzn.to/2ZNnLAV

Archeology- the study of human history and prehistory through

excavations, artifact analysis and physical remains.

Hine, Darlene, et al. African America: A Concise History, Combined Volume (5th ed) https://bit.ly/3azzNnr

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Ask students to describe Africa in 3 words, make a wordle online, have students look at the themes and connect to the Unit of study. Introduce key vocabulary from Famed Lucy Article: hominids, bipedal primates, potassium argon dating, radiometric dating.

Activity: Students to read Famed "Lucy" Fossils Discovered in Ethiopia, 40 Years Ago <u>Lucy's Story | Institute of Human Origins</u>

Discuss the perspective and perhaps motives of the writer through their choice of title, images, words and phrases. Discuss the implications of the discovery on a social-political level. Provide graphic organizers for note-taking.

In small groups, students will begin planning a presentation of how humanity began using evidence of primary and secondary sources. They will watch a video: Mitochondrial Eve and Homo Sapiens in Africa's Great Rift Valley and discuss where other earlier human fossil remains were found.

Using the Smithsonian National Museum of Natural History website https://humanorigins.si.edu/ as an additional resource, groups can choose a more focused topic as part of research for presentations.

Closing: Groups should be advised they will have 15 minutes at the opening of next class to prepare 5 minute claim/counterclaim presentations.

Day 2

Home Links/Reflections to Affirm Identity

Discuss your findings about African origins with a family member. What is their viewpoint? How is this the same/different than your families' cultural and/or religious beliefs?

Evidence of Learning: Provide students with 15 minutes at the beginning of class to finalize presentations. In small groups, students will have 5 minutes to present their claim/counterclaim of how humanity began using evidence (e.g., maps, primary and secondary sources).	
Options for Content Continuity Across History Courses and Interdisciplinary Integration Arts Science Lesson 1.2 African Empires to the Demise of Songhai (Historical context/background knowledge for teachers https://bit.ly/2Ud0fxy. This may be pre-recorded and archived in lesson repository or a speaker may be invited to class. Teachers should be creative in differentiated delivery from multiple sources and perspectives.)	Extensions/Experiential Opportunities Article Review: The Gold Trade in Ancient & Medieval West Africa- Duration: 2 days
 Big Ideas Topics to be Addressed, including Key Concepts and Terms Various African civilizations developed differently over time. The history of Africa's civilizations contradict the false narrative of African inferiority and racial stereotypes. Ancient West Africa was filled with wealth and geographical and ethnic diversity. 	Materials/Resources Books Hine, Darlene, et al. African American History The Mali Empire: The Rise of the Richest Civilization in West Africa What's the Real Size of Africa? https://www.cnn.com/2016/08/18/africa/real-size-of-africa/index.html The Malian Empire and the richest man in history DuBois, W.E.B. "The World and Africa" and "Color and Democracy." https://www.amazon.com/World-Africa-Color-Democracy-Oxford/dp/0199386749 July, Robert. A History of the African People https://bit.ly/2J0Vd1Q The Journal of Negro History Vol 1, No 1

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Prompt - What if I told you one of the wealthiest men to walk the earth was from and lived in Africa? Allow for several students to share their reactions. Chart student responses, use visuals like KWL Chart or note-taking frame to organize ideas, especially for students who are EL. Use a Smart Board for a virtual visit to the Smithsonian National Museum of African Art Caravans of Gold Exhibit.

Explore/Watch/Discuss Caravans of Gold Scholarly Perspectives https://s.si.edu/3nwm70t

Explore maps Teachers' Guide for map in Lesson 1, pages 12-16 A Teacher's Guide

Activity Great African Empires through the Arts Read and examine the characteristics of African Empires

Split class into small groups (no more than 3 or 4) for short readings using Jigsaw Protocol and share out using suggested passages/excerpts below. Conclude with one person from each group sharing a summary of the civilization studied. Ipads or computers would be effective tools to organize articles, photographs, and artifacts ahead of time for each group. Students will gather information on the wealth, geography, and ethnic diversity.

- What's the Real Size of Africa? https://bit.ly/3qDo90A
- Rise of Mali, The Richest Civilization in West Africa https://bit.ly/3aCOXs8
- Mansa Musa's Journey (Teacher's Guide https://s.si.edu/3schURB pages 16-17)
- Kingdom of Songhai https://thinkafrica.net/kingdom-of-songhai/
- Idia, First Queen Mother of Benin https://www.metmuseum.org/toah/hd/pwmn 3/hd pwmn 3.htm

Evidence of Learning: Students will hand in their graphic organizers.

Home Links/Reflections to Affirm Identity

Identify artifacts in your home that represent your culture and/or intersectionality of identity.

Closing: This unit concludes with an End-of Unit Performance Task in which students collectively draw from their research to create and present a representation addressing the compelling question of the impact of the people of Ancient Africa on the development of humanity and civilization (e.g., presentation, descriptive PowerPoint, visual depiction such as poster or concept map or matrix, etc.). Provide overview of task. (Hyperlink for rubric to be added.) Organizational tools will be provided by the teacher throughout remaining lessons to contribute to development of research for the project.

Day 2

Initiation: Introduce characteristics of Ancient Egypt by viewing video https://www.youtube.com/watch?v=hO1tzmi1V5q

Activity: Lead students in a virtual scavenger hunt of Ancient Egypt. Use virtual art exhibits or online resources to look for the following: two or more women who were Pharaohs, likeness of Nefertiti in sculpture form at a notable museum, at least 10 items about Egypt that intersect with identity, age, gender, social status, religion, etc., and notable inventions or discoveries, including engineering.

Closing/Evidence of Learning: Have students Turn and Talk for 3 minutes and discuss and compare ancient Egypt to one of the civilizations learned about in Day 1. How did the development of early African civilizations impact the establishment of the empires of Ghana, Mali, Songhai, and Egypt? On exit ticket, list examples of wealth described in the civilizations from research, and characteristics of leadership in individuals' studies you found similar to yourself, including the role of women in governing empires. Options for Content Continuity Across History Courses and Interdisciplinary Integration English Art	Extensions/Experiential Opportunities Explore/Watch/Discuss Video: What were Africans doing in 1492?

Lesson 1.3 The Moors	Duration: 1 day
(Historical context/background information for teachers. This may be pre- recorded and archived in a repository or a speaker may be invited to class. Teachers should be creative in differentiated delivery.) https://bit.ly/2Ud0fxy	
Big Ideas Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Understand the characteristics and achievements of the people discussed. 	Poole, Stanley Lane. The Moors in Spain
Understand the different forms of conquest.	Who Were the Moors?
	https://www.nationalgeographic.com/history/reference/people/who-
	were-moors/

Recommended Learning Activities, including UDL Principles/Scaffolded	Home Links/Reflections to Affirm Identity	
Supports and Asynchronous and Synchronous Learning Opportunities		
Day 1	Image board. Using print and digital resources. Make a collage around a portrait of yourself. In the collage, use images, words, symbols, and phrases that showcase your self-pride and cultural heritage family story. Student work can be displayed around the room for a gallery walk. It can be done virtually using Google documents and distance learning platforms using (5-10) presentation slides as needed. Encourage the students to leave one virtual/written comment of positive affirmation on three different peers' portraits.	
Initiation: Group students in groups of 4. Pass out pictures of The Moorish Chief without the title, have students Turn and Talk about what the picture "says" about him and his identity. Reimagine the label for this artifact. Wrap up with discussion of how images represent our identity both positively and negatively. Philadelphia Museum of Art painting "The Moorish Chief"		
What do you know about the Moors? Al-Islam? Chart responses, revisit at end of class.		
Activity: Guest Speaker (Interdistrict?) or Explore/Read/Discuss Articles National Geographic: Who were the Moors? https://theafricanhistory.com/633		
 Why are the Moors important to the study of African American History? What impact did the Moors have on the development of humanity and civilization? 		
Closing/Evidence of Learning: Explain/depict how the identities of The Moors in Africa are relevant to African Americans and Black people today.		
Options for Content Continuity Across History Courses and	Extensions/Experiential Opportunities	
Interdisciplinary Integration Arts	Explore music and culture <u>Spanish-Arabic Music of Al-Andalus</u>	
Science		
Lesson 1.4 The Social Construction of Race and the Transatlantic Slave Trade	Duration: 5 days	
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers	
Turtle Island, Indigenous PeoplesGoree Island-Role in Transatlantic Slave Trade	Turtle Island Resources	
 Maps of Transatlantic Slave Trade, Africa, Caribbean, North/South America 	There is No Scientific Basis for Race—It's a Made-up Label	

 Forced Migration in the Caribbean and Americas Social Constructs 	https://www.nationalgeographic.com/magazine/2018/04/race-genetics-science-africa/
Race, Racial Identity, Anti-Racism, Implicit Bias	<u>ganana osana aman</u>
	Nathaniel W. Smith, zinnedproject Reconstructing Race
	Teacher Resource: PBS Race Power of Illusion Discussion Guide https://www-tc.pbs.org/race/images/race-guide-lores.pdf
	11 Ways Race Isn't Real, Jenée Desmond-Harris, Video: The myth of Race, Debunked in 3 minutes https://www.vox.com/2014/10/10/6943461/race-social-construct-origins-census
	<u>origins-census</u>
	The Smithsonian's article <u>Digital Archive of Slave Voyages</u>
	(embedded extended inquiry links)
	https://slavevoyages.org/
	Patterns in the intercolonial slave trade across the Americas
	before the nineteenth century
	The Transatlantic Slave Trade DPLA
	Race and Belonging in Colonial America: The Story of Anthony
	<u>Johnson</u>
	Kevin Gaines, "African" Keywords for American Cultural Studies, pp. 16-20
Recommended Learning Activities, including UDL Principles/Scaffolded	Home Links/Reflections to Affirm Identity
Supports and Asynchronous and Synchronous Learning Opportunities	Discuss with youth in your family how you honor your ancestors'
Day 1	wisdom and achievement.
Initiation: Students will review class norms and expectations for participation to ensure that perspectives are thoughtful, respectful, and in the spirit of learning as they strive to better understand and engage in difficult conversations about race. Class will be asked to Turn and Talk about why learning about race and racism is important for future classes about slavery.	

Prompt for Turn and Talk: Where did the concept of race come from?

Fist to 5 - What is your comfort level in talking about race? (1 very uncomfortable to 5 very comfortable). Have students note where they are individually and collectively, and identify what "norms" they need for themselves and as a class.

Activity: Students will discuss the social construct of race and why understanding race is important for building our understanding of the history of slavery in America and globally.

Explore/Read/Discuss National Geographic Article: There's No Scientific Basis for Race—It's a Made-Up Label, share out in groups key understandings.

Closing/Evidence of Learning: Quick Write/Drawing - How does race impact your life? Early American culture?

Day 2

Initiation: Ask students to predict their genetic makeup if they were able to conduct a DNA test. Noting, some family members may have already done this and students may have this information verified already.

Activity: Explore/View/Discuss PBS Documentary Race – the Power of Illusion: Episode 1 The Difference Between Us (must be purchased). Teachers should be flexible and stop for reflection and discussion throughout the video.

Closing: Anthropologist Alan Goodman says that "to understand why the idea of race is a biological myth requires a major paradigm shift." Do you agree? Did the film present anything that shifted your thinking in a major way? If so, what? Is it difficult to make this shift? Why? (Ask students to document in a journal.)

Day 3

Initiation: Using the map of Turtle Island, ask students how it got its name. Ask if they know how Turtle Island is represented in history, and what connections do they have with the construction of race and to the typical histories that are taught in the United States?

Activity: Using Tribal Nations Maps on computers in small groups, students will formulate questions they have about origins of the Americas from the perspective of

Indigenous/Native Americans. Then they will listen to the podcast The Map Of Native American Tribes You've Never Seen Before to answer questions raised.

Closing: Full group discussion of what was learned- questions raised regarding Turtle Island and Indigenous/Native Americans.

Day 4

Initiation: Review of norms and safe space for sensitive discussions. Introduce key vocabulary: Forced Migration, Spanish Florida, emancipation, monolithic, atrocity, propaganda.

Activity: Discuss Forced Migration Map found in Caribbean Excavation Article. Provide students a note-taking graphic organizer and in small groups read and discuss Caribbean excavation offers intimate look at the lives of enslaved Africans.

Activity: Explore/Read/Discuss The Smithsonian's article Digital Archive of Slave Voyages (embedded extended inquiry links in materials). Students will need Cornell Note-taking organizer (scaffold as needed) and computer. In small groups, engage students in unpacking what they know and have discovered about survival and resistance of African in this article.

Closing/Evidence of Learning: Students individually write a short response to answer questions pertaining to the impact of Africans on the Caribbean islands.

Day 5

Performance Task Presentations: This unit concludes with an End-of Unit Performance Task in which students collectively draw from their research to create and present a representation addressing the compelling question of the impact the people of Ancient Africa have on the development of humanity and civilization. Remind students of Compelling Questions they are striving to answer: What impact did the people of Ancient Africa have on humanity and civilization? How was race socially constructed over time?

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Engineering - Explore African Archeology Art - Explore African Art and Artifacts, Symbols and their meaning

Extensions/Experiential Opportunities

Tour a local/national museum on Ancient Africa

Graphic Arts and Design - Incorporate African textures, patterns in clothing, web	
design	
Geography - Analyze maps, artifact of Transatlantic Slave Route	

Semester 1

Unit 2

FOCUS ON AFRICAN AMERICAN/ BLACK HISTORY

How African Americans Persisted: Slavery and Freedom Stories of Resistance and Agency (1619 to 1819)

CONNECTICUT PUBLIC ACT NO. 19-12 | pag

Unit Template for African American/Black and Puerto Rican/Latino Course of Studies

Semester 1 - Focus on African American/Black History			
Title of Unit	Unit 2: How African Americans Persisted: Slavery and Freedom Stories of Resistance and Agency (1619-1819)	Timeframe	Mid-Late September (1.5 weeks/8 days)
Developed By	Dennis Culliton and Paquita Jarman-Smith	Revision Date	June 18, 2021
Common of Huit			

Summary of Unit

Soon after the settlement of New England, slavery, first Indigenous and then African, became a way to support the export driven economy of the region. This unit will focus on slavery in Connecticut, the U.S., sources of that history, and how we can use analytical lenses to interpret the evidence and tell the story of local slavery and the individuals held in captivity. Themes of resistance and agency will be explored.

In this unit students will:

- Analyze how Africans, African Americans, and their descendants have struggled to gain freedom, equality, and social justice.
- Explore the ways in which slavery was embedded in culture and legislation.
- Investigate how multiple racial and cultural perspectives influence the interpretation of slavery.

Compelling Question: How were some Africans from the global diaspora able to assert their agency to resist slavery; why were other Africans unable to do this?

Desired Results	
Relevant Content Standards	Related Supporting Standards

From Connecticut Elementary and Secondary Social Studies Framework

Dimension 2 Applying disciplinary concepts and tools

HIST 9-12.1 Evaluate how historical events and developments were shaped by unique circumstances of time and place as well as broader historical contexts.

HIST 9–12.7 Analyze how current interpretations of the past are limited by the extent to which available historical sources represent perspectives of people at the time.

GEO 9-12.5 Analyze the reciprocal nature of how historical events and the spatial diffusion of ideas, technologies, and cultural practices have influenced migration patterns and the distribution of human population.

CIV 9–12.14 Analyze historical, contemporary, and emerging means of changing societies, promoting the common good, and protecting rights.

From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening, Speaking)

CCSS.ELA-Literacy.RH.11-12.1 Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole.

CCSS.ELA-Literacy.RH.11-12.7 Integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, as well as in words) in order to address a question or solve a problem.

CCSS.ELA-Literacy.WHST.11-12.2 Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes.

CCSS.ELA-LITERACY.WHST.11-12.9 Draw evidence from informational texts to support analysis, reflection, and research.

From CT English Language Proficiency (CELP) Standards (i.e., Reading, Writing, Listening, Speaking and Language)

CELP.9-12.2. W.6. Use technology, including the Internet, to produce, publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.

From Social Justice Standards from "Learning for Justice"

Identity

4. Students will express pride, confidence and healthy self-esteem without denying the value and dignity of other people.

From Teaching Hard History A 6–12 FRAMEWORK FOR TEACHING **AMERICAN SLAVERY**

Key Concept 2: Slavery and the slave trade were central to the development and growth of the colonial economies and what is now the United States.

Learning Outcomes	Critical Consciousness
Overarching Learning Objectives	Overarching Essential Questions
LO2 INVESTIGATE the evolution and development of African American and Latino identities, including intersections with Indigenous and other identities. LO3 ANALYZE how race, power, and privilege influence group access to citizenship, civil rights, and economic power.	EQ2 DIASPORAS Who and what are the diverse people, places, and time periods that African American and Latino include? What are the stories of the African, Puerto Rican and Latino diasporas? EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Puerto Rican and Latino people fought for freedom and justice throughout
LO4 EXAMINE the scope and legacy of resistance that has been integral to African American, Puerto Rican and Latino histories.	history and today, and in what ways have their struggles been in solidarity with various other groups?
LO5 ARTICULATE the integral role African American, Puerto Rican and Latino communities have played in shaping U.S. society, economy, and culture.	EQ7 SPACE AND PLACE In what ways have geographies shaped history, as well as been shaped by it? What are the African American, Puerto Rican
LO6 REIMAGINE new possibilities and more just futures for our country and our world drawn from the legacy of African American, Puerto Rican, Latino, and Indigenous experiences, intellectual thought, and culture.	and Latino histories of our region, and how do they relate to broader histories?
Theme/Content-Specific Enduring Understandings	Theme/Content-Specific Inquiry
 For this Unit of Study, students will know and be able to Knowledge: Evaluate the scope of African American slavery in Connecticut and in the U.S. Analyze the laws and statutes that established, upheld, and abolished slavery Analyze how the institution of slavery was fundamental to the beliefs of American Society about race Evaluate ways that Black people demonstrated agency, resistance, and innovation over time 	 For this Unit of Study, to support self-discovery, identity development, and civic preparedness/actions, students will explore How did the institution of slavery develop in the Americans (and specifically in Connecticut) and what was its impact on American society? How did some African Americans demonstrate their agency and resistance to slavery during this time period?
 Cite specific evidence and laws to illustrate the beginnings of slavery in Connecticut, the Caribbean and the Americas, its growth during the pre-revolutionary period, and the gradual abolition of slavery during the post-revolutionary period Analyze and use primary sources, such as CT-based "slave narratives," 	

the USA	·	
	Evidence of Learning	
Pre-Assessment/Common Misconceptions	Formative Assessments/Checks for Understanding	Performance Tasks and Criteria/Project- Based Applications (Aligned with Compelling Question)
Pre-Assessment: Create a poll to survey students' understanding of local and global slavery that existed, the prevalence of slavery in CT, the Caribbean, and the importance of slavery to the U.S. and local economies.	Class Discussions Short Essay Responses Exit Tickets Journal Entries Plan / Losson Socuence	Students will use research provided and/or their own research to write a narrative of a fictional interview of an Africa/African descendant explaining how he/she asserted their agency and resistance to individually and/or collectively spark revolutionary change, preserve their own humanity, and resist slavery. They may create a fictional character to interview or choose a historically prominent Black, African American (free and enslaved) of the time. Some examples of interviewees include: Venture Smith, James Mars, Gad Asher, Moses the Slave King, and Phillis Wheatley.
Lesson 2.1 Slavery and Freedom in Their Own Words	arning Plan/Lesson Sequence	Duration: 2 Days
Lesson 2.1 Slavery and Freedom in Their Own Words		Daration 2 bays
Big Ideas/Topics to be Addressed, including Key Conc	epts and Terms	Materials/Resources/Speakers
 5 Themes of Slavery© (i.e., Dehumanization, Treatment of Enslaved, Paternalism, Economics, Agency and Resistance) Freedom 		Witness Stones Project <u>Witness Stones Project</u> - <u>Restore History, Educate, and Honor Humanity</u> Nancy Toney <u>A Day in the Life of Nancy Toney</u> - <u>The Loomis Chaffee School</u>
		Nancy Toney's Lifetime in Slavery DiBoneventura, Allegra. For Adam's Sake: A Family Saga in Colonial New England

retell the life of enslaved individuals in CT and their collective impact in

Five Black Lives: The Autobiographies of Venture Smith, James Mars, William Grimes, The Rev. G.W. Offley, and James L. Smith. Arna Bontemps, ed. 1971

Life of James Mars, a slave born and sold in Connecticut

https://bit.ly/2NIHJdh

African Americans in Slavery, Photographs: 1847-1863 (nationalhumanitiescenter.org)

Note: Use the autobiographies of Venture Smith and James Mars, which can also be found online for free.

Venture Smith, from Slavery to Freedom | Connecticut History | a CTHumanities Project

A Note of the Voyage of Venture Smith https://www.slavevoyages.org/voyage/essays#in terpretation/a-note-on-the-voyage-of-venturesmith/3/en/

History of American Slavery: Olaudah Equiano and life aboard a slave ship.

Incidents in the Life of the Rev. J. Asher, 1850. Google e-books

https://www.google.com/books/edition/ /E30FA AAAQAAJ?hl=en

Manuscripts on the Life of Moses, son of Montros and Phillis Biography of King Moses the First-

Poems by Phillis Wheatley Phillis Wheatley

https://resources.billofrightsinstitute.org/virtues/ bacons-rebellion-respect/#lesson overview

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	To Be A Slave, Julius Lester or other
	Gradual Emancipation Reflected the Struggle of Some to Envision Black Freedom
	About - Slavery in Connecticut

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

In days 1 and 2, students will determine which perspectives shaped the known and unknown narrative of slavery in CT using autobiographies and biographies written by those formerly enslaved to validate or counter statements made by Eurocentric chroniclers or historians of Northern or Connecticut Slavery such as:

- "The slaves were generally kindly treated and were docile..." (Steiner, Bernard C, "History of Slavery in Connecticut," 1893)
- "There were about a dozen slaves in North Guilford, CT, but slavery was very lenient." (Quote by Lyman Beecher, father of Harriet Beecher Stowe, in his autobiography, 1864)

Day 1 and 2 Themes of Slavery

Initiation: Remind students of norms for learning difficult topics and discuss check-ins for student's to talk with the teacher should they need support.

Activity: In small groups, using the Five Themes of Slavery Jigsaw Activity (1).docx.pdf and Moses, King of the Slaves.docx.pdf students will evaluate primary documents provided through the project sheet and create a biographical sketch/fact sheet of Moses' life in the Colonial and Early American period in Connecticut.

- 1. Dehumanization
- 2. Treatment of Enslaved
- 3. Paternalism
- 4. Economics
- 5. Agency and Resistance

Using these same five themes, students can evaluate the stories of:

- Venture Smith
- James Mars, and
- Gad Asher (written by grandson Rev. Jeremiah Asher pgs. 15 to 21) to better understand their lives as free and enslaved.

Students can also choose to research how slavery is depicted in film and/or media over time.

Evidence of Learning: Students will share evaluations and understandings of individuals who they researched using the Five Themes.

Closing: Discuss, what is the importance of using the Five Themes of Slavery© as a way of understanding those who were locally enslaved?

Home Links/Reflections to Affirm Identity

Discuss with a family member what you learned about African Americans and your ideas for learning about other experiences of people who were free or enslaved during this time. How has your thinking changed?

How does your analysis of the lives of the enslaved, especially looking at both the dehumanization as well as the agency and resistance, reflect the issues that our country is dealing with today?

esson 2.2 Agency and Resistance: Fort Mose and Haiti	Duration: 2 days
ig Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Free Black Settlements Self Determination 	https://www.slavevoyages.org/
Identity/Intersectionality	Transatlantic Slave Trade Essays
 Laws of Different States (e.g., Fort Mose, Florida/Franciso Menendez experience) Value of Counter-Story/Counter-Narrative 	https://www.slavevoyages.org/voyage/essays#i
 Five Themes of Slavery© (i.e., Dehumanization, Treatment of Enslaved, Paternalism, Economics, Agency and Resistance) Haitian Revolution 	terpretation/a-brief-overview-of-the-trans-atlantic-slave-trade/introduction/0/en
• Hallah Revolution	Florida Frontiers TV - Episode 9 - Fort Mose
	Caribbean excavation offers intimate look at the lives of enslaved Africans
	Fort Mose Historical Society – Fort Mose Historical Society – St. Augustine, Florida
	Fort Mose – Historical Archaeology
	Fort Mose Historical Society – Fort Mose Historical Society – St. Augustine, Florida
	Ft Mose Lesson Resources:
	https://cptv.pbslearningmedia.org/resource/seceed17-ss-fortmose/secrets-of-spanish-florida-a-
	secrets-of-the-dead-special-francisco-menendez and-fort-mose/
	Video on Francisco Menendez: https://bit.ly/2OTcT1X
	Fort Mose Map: https://bit.ly/2ZNOQE5
	Slavery, Hollywood, and Public Discourse

Black Jacobins Reader https://libcom.org/files/charles-forsdick-theblack-jacobins-reader-1.pdf Haitian Revolution https://bit.ly/3bvzqtA

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1 Fort Mose - Resistance and Agency

Initiation: Students apply their knowledge of resistance and agency as they explore/view/discuss video of Francisco Menendez https://bit.ly/20TcT1X (4.17 minutes). Key points from video:

- Who was Francisco Menendez?
- When he first escaped to La Florida, how and why did Menendez connect with the Yamasee people?
- What made Fort Mose (pronounced "Moh-say") unique for its time? Use evidence from the video to support your answer.

Activity: Read/explore The Fort Mose Story – Fort Mose Historical Society

In pairs, students explore the Fort Mose website and maps. They will participate in a Chalk Talk protocol in which the pairs of students respond in writing on large pieces of chart paper to questions like the ones below:

- What impact does Fort Mose have on the history of the United States?
- What assumptions can you make about Francisco Menendez's character?
- Why do you think the history of Fort Mose and Francisco Menendez have been absent from most school history textbooks? What is the counter-narrative of this history?

After all students have contributed to the posters, conduct a whole-class share-out.

Closing/Evidence of Learning: Students will complete an exit ticket to answer: What did you learn? What themes did you see on the Chalk Talk charts (did your classmates think alike/different)?

Day 2 Haitian Revolution and Independence

Home Links/Reflections to Affirm Identity

Independent research depicting the "places" where Africans were taken in the Americas and what these artifacts say about the culture and identity of these people.

Explore other individuals who showed agency and resistance in your local town/city history. What can you learn from their story?

Activity: Students will discover the impact on resistance and agency of slavery in the U.S. through reading/discussion regarding Haitian History Part 1 https://www.teachingforchange.org/wp-content/uploads/2012/07/Haiti-History 1.pdf

- After reading the article, students will organize into small groups to explore the Haitian Revolution using primary and secondary resources in order to participate in group discussion regarding
 - How did the Haitian Revolution create a global desire for change and justice?

Activity: Provide students small group time to create a historical account of the Haitian Revolution and the role Toussaint Louverture and people of Haiti played in their independence using the following guiding questions: Why was the revolution that took place in Haiti successful? What was the role of Haiti in perpetuating, resisting and abolishing slavery? Note: Students can continue this activity as a group assignment using the following guiding questions

- Toussaint Louverture and his role in global empowerment of Blacks
- Read accounts from several sources of the impact of the Haitain Revolution.
- Students will analyze maps of Haiti and Caribbean for global perspective for guiding question https://bit.ly/33FsTsu

Closing: Have students identify examples of agency used by Francisco Menendez, Toussaint Louverture, and other people who experienced forced migration, as part of the beginning movement for freedom, justice, and change. Keep an anchor chart in room for reference in subsequent lesson(s).

Evidence of Learning: Students will provide a short essay response to the following question: Using the Five Themes of Slavery©, What was the impact of Fort Mose and the Haitian revolution in the Americas, especially among blacks?

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Anlayze Haitian Independence and abolition of slavery
Case Study 1: St. Domingue - Vincent Oge & Toussaint l'Ouverture: The Abolition of Slavery Project

Extensions/Experiential Opportunities

Create a visual representation on Haiti's role in ending slavery from your research https://www.teachingforchange.org/wp-content/uploads/2012/07/cchaiti.pdf

Learn about the life of <u>Toussaint L'Ouverture</u> (1743-1803)

Lesson 2.3 Understanding Slavery as an Institution in Connecticut: Laws and Census Data

Duration: 4 days

Big Ideas/Topics to be Addressed, including Key Concepts and Terms

- Laws affected the rights of property owners and those held in captivity
- Connecticut established laws regulating slavery
- Census data reflects the changes in Connecticut laws about slavery over time

Vocabulary: Chattel, Slavery, Census, reparations, complicity

Materials/Resources/Speakers

Nero Hawley, A Connecticut Slave in George Washington's Army

Anne Farrow, Joel Lang & Jenifer Frank. Complicity: How the North Promoted, Prolonged, and Profited from Slavery

https://www.penguinrandomhouse.com/books/4 8242/complicity-by-anne-farrow-joel-lang-andienifer-frank/

https://www.courant.com/courant-250/momentsin-history/hc-250-complicity-story-gallery-20140603-storygallery.html

Timeline of Connecticut Slavery

Slavery in Connecticut

CT Slavery Statutes

Slavery and Abolition | Connecticut History | a **CTHumanities Project**

Gradual Emancipation Reflected the Struggle of Some to Envision Black Freedom

Abolition Without Deliverance: The Law of Connecticut Slavery 1784-1848

CT Colonial Census 1756, 1774 Colonial Censuses - Colonial Records & Topics

U.S. Census for CT 1790-1840 1790-1890 Federal Population Censuses - Part 1

Reproduction of Eli Whitney's Cotton Gin Model | Smithsonian Institution (si.edu)

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1 Connecticut Experiences

Initiation: Provide an interactive overview of slavery as an institution in Connecticut. Listen to podcast: On Juneteenth, Remembering Connecticut's Complicity In Slavery and ask students to share their reactions.

Activity: Read about Nero Hawley and the fight for American Freedom Nero Hawley - Society of the Hawley Family; A Connecticut Slave in George Washington's Army.

Compare Nero Hawley's experiences with slavery and how he personified examples of agency previously utilized by others; demonstrating even though experiences may differ, agency is similar.

Closing/Evidence of Learning: Students will complete an exit ticket summarizing three new facts they learned about Nero Hawley as they related to Themes of Slavery and/or migration.

Day 2 Connecticut Laws

Activity: In small groups by year, explore laws provided. List salient features of each part of law reviewed. Primary documents can be found here:

- CT Slavery Statutes
- Slavery in Connecticut, Slavery and Abolition | Connecticut History | a CTHumanities Project
- Gradual Emancipation: https://bit.ly/3aD9M6C

Day 3 and 4 Connecticut Census

Activity: In small groups, review the sample Census Enumerations (primary sources): <u>Colonial Censuses</u> - <u>Colonial Records & Topics - LibGuides at Connecticut State Library, Division of, Census Summary 1774
https://bit.ly/2OZxmCn, Census Summary 1780-1820 <u>Slave, Free Black, and White Population, 1780-1830</u></u>

- Discuss what other laws based on race in the U.S. affected demographics.
- Create a narrative explaining how changes in laws affected changes in the population of the enslaved.
- Discuss how the census data do or do not reflect the changes in Connecticut laws over time

Home Links/Reflections to Affirm Identity

Discuss with a family member what you learned about African Americans and your ideas for learning about other experiences of people who were free or enslaved during this time. How has your thinking changed?

Use the census to trace your family tree or create a timeline of your family's journey.

Closing/Evidence of Learning: Drawing from their research and evidence, students visually depict their explanation of the changes in societal structures during this era and the impact on life in Connecticut communities and share with full group. End-of-Unit Performance Assessment/Evidence of Learning: Students write a narrative of a fictional interview of an African/African descendant (living in the time period explored) explaining how he/she asserted their agency and resistance to individually and/or collectively spark revolutionary change, preserve their own humanity, and resist slavery.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
ELA Civics Geography	What can we learn from the Census and why is it important today? What questions were asked in the past and today to develop data about race and ethnicity? Why is it an important category in the Census? https://2020census.gov/en/census-data.html

Semester 1

Unit 3

FOCUS ON AFRICAN AMERICAN/ BLACK HISTORY

Black Literacy, Organizations, and Liberation (1820-1865)

Unit Template for African American/Black and **Puerto Rican/Latino Course of Studies**

Semester 1 – Focus on African American/Black History			
Title of Unit	Unit 3: Black Literacy, Organizations, and Liberation (1820-1865)	Timeframe	October (3 weeks/15 days)
Developed By	Dan Broyld and Paquita Jarman-Smith	Revision Date	June 18, 2021
Summary of Unit			

The journey to abolish slavery in the United States was a battle that progressed gradually over time. The unit explores: the individuals, groups, and schools of thought that contributed to the movement. The subsections of the unit will move through the topics of Black survival and resistance to enslavement and emancipation using the Gradualist, Militant, Early and Late Political Periods, and the Civil War. Students will also examine "Free" Black communities, Slave Narratives, Negro Spirituals, folklores, newspapers, pamphlets, and speeches that Blacks and abolitionists employed to precipitate change. Themes of resistance and agency will be examined.

In this unit, students will:

- Examine how Africans and African descendants worked individually and collectively to spark revolutionary change to their existence; and
- Explore various perspectives of enslavement from free and enslaved Africans.

Compelling Questions: When is resistance and/or revolution justified/glorified/condemned? How effective were the actions of abolitionists and the slave rebellions of this period? Are individual contributions or collective efforts more effective in actualizing social change?

Desired Desults

Desired Results		
Relevant Content Standards	Related Supporting Standards	
From Connecticut Elementary and Secondary Social Studies Framework	From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening and Speaking)	
Dimension 2-Applying disciplinary concepts and tools	CCSS.ELA-Literacy.RH.11-12.2 Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes	
HIST 9–12.3 Analyze complex and interacting factors that influenced the perspectives of people during different historical eras	clear the relationships among the key details and ideas.	
3	CCSS.ELA-Literacy.WHST.11-12.4 Produce clear and coherent writing in	
HIST 9–12.12 Integrate evidence from multiple relevant historical sources and interpretations into a reasoned argument about the past.	which the development, organization, and style are appropriate to task, purpose, and audience.	
	CCSS.ELA-Literacy.WHST.11-12.9 Draw evidence from informational texts to support analysis, reflection, and research.	

From CT English Language Proficiency (CELP) Standards (i.e., **National Curriculum Standards for Social Studies** Reading, Writing, Listening, Speaking and Language) **3.2C.3** Explain the revolutionary hopes of enslaved and free African Americans and the gradual abolition of slavery in the northern states. **CELP.9-12.1.RI.7.** Analyze various accounts of a subject told in different mediums (e.g., a person's life story in both print and multimedia), [Examine the influence of ideas] determining which details are emphasized in each account **4.4A.3** Compare the positions of African American and white abolitionists on the issue of the African American's place in society. [Compare and contrast CELP.9-12.4.L.6. Acquire and use accurate general academic and differing sets of ideas] domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression. From Teaching Hard History A 6–12 FRAMEWORK FOR TEACHING **AMERICAN SLAVERY Key Concept 5. Enslaved people resisted the efforts of their** enslavers to reduce them to commodities in both revolutionary and everyday ways. SUMMARY OBJECTIVE 11 Students will recognize that enslaved people resisted slavery in ways that ranged from violence to smaller, everyday means of asserting their humanity and opposing their enslavers. **11.F** Everyday acts of resistance were common. These included working slowly, breaking tools, feigning illness, feigning ignorance to avoid work and running away for short periods. **Learning Outcomes Critical Consciousness Overarching Learning Objectives Overarching Essential Questions EQ4 FREEDOM, JUSTICE, RESISTANCE** How have Africans, African **LO4 EXAMINE** the scope and legacy of resistance that has been integral to African American, Puerto Rican, and Latino histories Americans and African descendants fought for freedom and justice throughout history and today, and in what ways have their struggles been LOG REIMAGINE new possibilities and more just futures for our country and in solidarity with various other groups? our world drawn from the legacy of African American, Puerto Rican, Latino, and Indigenous experiences, intellectual thought, and culture. EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have Africans, African Americans and African descendants shaped American **LO8 EXAMINE** examples of African American, Puerto Rican and Latino action society, economy, and culture? in addressing issues impacting their communities. **EQ6 RADICAL IMAGINATIONS** How does the history and culture of

Northern states.

		7	ns and African descendants teach us about possibilities and more just futures?
Theme/Content Specific Enduring Und	derstandings	Them	ne/Content Specific Inquiry
 For this Unit of Study, students will know and b Knowledge: Evaluate the role that religious and political morentury had on the development of abolitionis Analyze ways that Blacks fought to preserve to develop a culture and institutions that reflected beliefs. Analyze forms of slave resistance. Skills: Analyze primary sources representative of the economic and cultural perspectives of Blacks at the time. 	ovements of the 18th st thinking. heir humanity and to ed their own values and	 development, and civid explore How have African freedom and just In what ways have 	to support self-discovery, identity c preparedness/actions, students will American and African descendants fought for ice throughout history? Ye Africans, African Americans and African ped American society, economy, and culture?
	Evidence of	f Learning	
Pre-Assessment/Common Misconceptions		sments/Checks for standing	Performance Tasks and Criteria/Project Based Applications (Aligned with Compelling Questions)
Pre-Assessment: Post question using KWL: In what ways have Africans, African Americans, and African descendants persisted past adversity to preserve their own humanity and contribute to the development of American Culture and Innovation? Common Misconceptions: Blacks did not resist enslavement and racial injustice. Blacks did not read and were uneducated.	 Class Discussions Short Essay Responsions Exit Tickets Journal Entries Student representat TikTok video) 	ses ions: Presentation (e.g.,	This unit concludes with students individually answering the compelling questions. Students define resistance and reference at least three resources explored in the Unit to support their claims. Students can represent learning in an alternative medium of choice.

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Learning Plan/Lesson Sequ	ience
Lesson 3.1 The Age of Abolition: The Gradualist Period (1800-1830)	Duration: 5 days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Ways slaves resisted Denmark Vesey-Slave Revolt Role of Black Churches in Slave Resistance The Haitian Revolution inspired the abolition movement in the U.S. Role of Abolitionists Black Communities in CT Black Press 	Slave Resistance and Revolts https://bit.ly/3qz7Fq8 Aptheker, H. (1937). American Negro Slave Revolts. Science & Society, 1(4), 512-538. Retrieved February 21, 2021, from American Negro Slave Revolts
/ocabulary: Slave Resistance, Abolition, Gradualist Period, Negro Spirituals	Slave Narratives: Chronological List of Autobiographies
	THE POLITICS OF RACE IN A FREE AND A SLAVE SOCIETY: FREE BLACK ISSUES IN TH LEGISLATURES OF ANTEBELLUM OHIO AND TENNESSEE By
	To Be a Slave, Julius Lester https://www.penguinrandomhouse.com/boo319889/to-be-a-slave-by-julius-lester-illustrated-by-tom-feelings/
	https://www.edutopia.org/engaging-studentshistory-slave-narratives
	Freedom's Journal archive <u>Freedom's Journal</u> the First US African-American Owned Newspaper
	Black Press History
	The Black Church

A Timeline of Black Christianity Before the Civil War

The African American's Many Rivers to Cross: The Age of Slavery (1800-1860) PBS Episode 2

https://shop.pbs.org/WC3372.html

<u>Slavery in America | Full Episode The Age of Slavery | The African Americans: Many Rivers to Cross</u>

Slave Songbook: Origin of the Negro Spiritual https://library.si.edu/digital-library/book/slavesongsofunit00alle

Lincoln, Mamiya, The Black Church in the African American Experience https://amzn.to/3aF2zDf

CT Black Governors Connecticut's Black Governors

Emerging from the Shadows, 1775-1819: The Black Governors

PBS The Black Church: This is Our Story, This is Our Song

<u>Engaging Students with History: The Power of Slave Narratives</u>

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities:**

Information for Teachers Slave Resistance, Freedom's Story, TeacherServe®, National Humanities Center

- The most widespread expression of resistance toward slavery was the day-to-day "Silent Sabotage" and "Hidden Transcript" of resistance (e.g., slowing work, feigning illness, breaking tools, or sabotaging production).
- Another form of resistance included crimes committed by slaves (e.g., theft: produce, livestock, tobacco, liquor, and money from their masters).
- Most threatening to the stability of the slave system was running away as considered "Self-Stolen Property."
- Even more threatening and violent, but extremely rare were mass slave revolts.

Day 1 Resistance

Initiation: Introduce students to unit themes and lessons. The subsections of the unit will move through the topics of Black survival and resistance to enslavement and emancipation using the Gradualist, Militant, Early and Late Political Periods, and the Civil War. Students will also examine the Black Church, "Free" Black communities, Slave Narratives, Negro Spirituals, folklores, newspapers, pamphlets and speeches that Blacks and abolitionists employed to precipitate change. As with all history, themes related to resistance, agency and the fight against slavery continues over time and will be reflected throughout semesters and units.

Activity: Interactive lecture/discussion regarding the major forms of slave resistance. Slave Resistance Gilder Lehrman Institute of American History

Explore/Read/Discuss Students engage in a Final Word protocol using an article such as: https://bit.ly/3qz7Fq8, 3 Major Ways Enslaved People Showed Resistance to a Life in Bondage (thoughtco.com).

Closing/Evidence of Learning: Students use an exit ticket to answer questions regarding their new learning regarding the four major forms of slave resistance. Do they feel resistance is justified or not justified?

Day 2 Denmark Vesey-Slave Revolt (Example of Revolution)

Initiation: Review concept of Revolution and students' prior knowledge.

Home Links/Reflections to Affirm Identity

Reflect on a Negro Spiritual or individual of the time. How will this experience influence your thinking about race and identity?

Ask students to watch segments of Denmark Vesey's Rebellion (1.5 hr.) as an at-home assignment in preparation of Denmark Vesey Role Play practice on day 3 Watch Denmark Vesey's Rebellion (19 Full Movie Free Online **Streaming**

NPR 3-minute audio: Denmark Vesey And The History Of Charleston's 'Mother Emanuel' Church Denmark Vesey And The History Of Charleston's 'Mother Emanuel' Church

Activity: Have students read about Denmark Vesey 1822 https://bit.ly/2ZCsz]g (provide note-taking handout Teachinghistory.org). Engage in class discussion regarding:

- How would Walker's words and actions be considered a threat to Southern slave owners?
- How did Walker challenge Jefferson's views?
- What was the overall attitude that Walker had while writing this essay? How could you tell?

Closing/Evidence of Learning: Students use an exit ticket to reflect on the impact of Denmark Vesey's actions on slavery resistance and revolution.

Day 3 Role of Black Churches in Slave Resistance

Initiation: Watch The Ringshout and Birth of African American Religion https://bit.ly/3qH074N

Activity: Read and discuss The Story of the Shout - elegantislandliving.net and listen to Negro Spirituals Oh Glory Oh, Glory (Negro Spiritual) and others (student choice)

- Provide lyrics of the songs, What are the connections to the daily lives and culture of enslaved people of the time? Today? What messages are conveyed?
- In small groups, have students explore Explore Black Historical Churches throughout CT and the role they played in the abolishment of slavery. Students can be grouped by city or region to research primary resources.

Additional Activity: Provide a brief overview of the emergence of Black Churches in Connecticut. (This could be an opportunity to invite a Guest Speaker, Church Pastor/Historian, Higher Ed, or Community to participate virtually or in person.)

Day 4 The Role of Abolitionists in Slave Resistance

Initiation: Opening discussion - Who were the abolitionists? (Revisit Unit 2) How is the Haitian Revolution considered a landmark in the history of abolition?

Activity: Introduce the topic of Abolitionism. Why the UN Remembers Slave Trade and Abolition on This Day | Time

Have class jigsaw a variety of articles about abolitionists. Have each group responsible for reading and sharing their learning from one article or excerpt from the article. Here are a few examples:

- Analysis of excerpts of David Walker's Appeal (1829) Africans in America/Part 4/David Walker's Appeal
- Black Women Abolitionists and the Fight for Freedom in the 19th Century
- White women in the fight for freedom and justice.
- ttps://hsp.org/sites/default/files/philadelphiafemaleanti-slaverysociety.pdf

Anti-slavery Society American Anti-Slavery Society - Ohio History Central

Closing/Evidence of Learning: Quick write/pictorial reflecting the impacts of abolitionists on slavery resistance and revolution.

Day 5 The Role of Free Black Communities and the Black Press in Slave Resistance

Initiation: Engage students in a close read of Free Black Communities in Connecticut from pages 1-4 1 MODULE III: The Emergence of Free Black Communities in Connecticut, 1800-1830. Students take notes and highlight a phrase or sentence they found interesting. (Review and note-taking could be homework after Day 4.)

Activity: In small groups, have students read and discuss sample articles of resistance from Historical Black Newspapers of the time using the following primary sources:

- Freedom's Journal (1827-1829)
- The Colored American
- Have students present the role of the Black Press and evidence using an excerpt(s) from the chosen artifact.

Closing/Evidence of Learning: Students use exit ticket to reflect on the impact of free Black Communities, Black Churches, and individuals on slavery resistance and revolution.

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Music/Choir – Explore meaning and purpose of spirituals such as Wade in the Water, Steal Away	Write a student opinion for an African
LIC History Course this the Black Courses are Foresting from the Cladester 1775 1010. The Black Courses	American Newspaper on a topic in the lesson
US History - Connecticut's Black Governors, Emerging from the Shadows, 1775-1819: The Black Governo	using the perspective of an Abolitionist.
	Organize book clubs/lit circles and provide graphic organizer with list of reading options/excerpts of black historical writings
	such as:
	Slave Narratives: Chronological List of Autobiographies (Listings from 1700s-1900s)
	Julius Lester, To Be A Slave
	Harriet Jacobs, Incidents in the Life of a Slave Girl
	Margarita Engle, Poet Slave of Cuba: A Biography of Juan Francisco Manzano
	Solomon Northup, Twelve Years a Slave
	Yuval Taylor, Growing Up in Slavery: Stories of Young Slaves as Told by Themselves
	Or other options based on varied reading leve and interest of students from <u>Slavery</u> , <u>Resistance</u> , and <u>Reparations</u>
Lesson 3.2 The Militant Period (1830-1840)	Duration: 3 days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
Nat Turner	Born in Struggle, 1819-1860: The formation o
Underground Railroad	Black community
Harriet Tubman A	
• La Amistad (1839-1841)	Gendered Resistance: Women, Slavery, and
	the Legacy of Margaret Garner on JSTOR

Teaching the Amistad https://www.educationworld.com/a curr/curr0 44.shtml
Freedom's Unfinished Revolution: An Inquiry into the Civil War and Reconstruction (American Social History Project)

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

In this lesson, students analyze how African descendants organized and fought for freedom from slavery using historical accounts of race riots from 1830-1840.

Day 1 Nat Turner Slave Rebellion: Justified or Unjustified?

Charts from previous lessons are hung around the room. Students look at each chart. They write an admit slip sharing new learnings.

Initiation: Students watch a 10 minute video and take notes to assist them in constructing a response to answer: Justified or Unjustified? https://www.youtube.com/watch?v=4Oad2tY-RPc&feature=emb_logo

Activity: Case study in pairs or small groups, where students discuss their initial thoughts on Nat Turner Slave Rebellion: Justified or Unjustified? then, explore primary sources. Students are encouraged to justify claim using strong evidence from sources below:

- Nat Turner's Rebellion, 1831 | Gilder Lehrman Institute of American History
- https://www.ncpedia.org/anchor/hysteria-wilmington
- https://www.ncpedia.org/anchor/nat-turners-rebellion

Closure/Evidence of Learning: Students share their claims and evidence using poetry, writing, sketch, or other medium.

Day 2 Amistad Rebellion

Initiation: Model analyzing primary source documents using a letter from the time period from the Gilder Lehrman Collection "John Quincy Adams to Roger S. Baldwin, November 11, 1840" Guiding questions as teacher using Think-A-Loud to provide responses and cite specific evidence:

- Who has written the letter? How do you know?
- Who was the intended audience? How do you know?
- What is the purpose of this source? How do you know?
- What impact do you think it has on what we know about the time period? How do you know?

Set the stage for activity by providing a brief synopsis of the Amistad voyage (e.g., <u>The Amistad Case | National Archives</u>). Describe the significance in Connecticut, the New Haven port and the Amistad trials.

Home Links/Reflections to Affirm Identity

Reflect on how the past is connected to the present, what are some events that happened during this time period that are similar to present-day events (i.e., civil rights leaders and movement, Afro-centric feminists, Black Lives Matter movement, etc.).

Read Jackson v. Bulloch and the End of Slavery in Connecticut | Connecticut History | a CTHumanities Project

Encourage students to add to this through exploring letters, newspaper articles, and other primary source documents (e.g., The Amistad Case | National Archives). This may be done for homework after Day 1.

Activity: Using Tik Tok (YouTube or another social media platform), state your (independent or in small groups) claim as either the defendants or the prosecution in a mock trial of the Amistad case. Encourage students to be creative as they role play and cite strong evidence from the primary source documents to support their claims. Use the Gilder Lehrman Collection to locate primary source documents to use to support and develop the claim.

Closing/Evidence of Learning: Students create and share presentations (e.g., TikTok video) stating their claims and evidence regarding their argument representing the captain of the American ship, two Spanish officers, or the Spanish Government.

Day 3 Underground Railroad and Harriet Tubman

Initiation: Teacher gives guick reminder of Harriet Tubman (can read from the Harriet Tubman: Topics in Chronicling America Summary found at Research Guides: Harriet Tubman: Topics in Chronicling America: Introduction). Then, students use Analyzing Images Protocol Teaching Strategy: Analyzing Images | Facing History to analyze sketches of Harriet Tubman using newspaper primary source found at The San Francisco call. [volume] (San Francisco [Calif.]) 1895-1913, September 29, 1907, Page 14, Image 14.

Activity: Students examine the motives for and consequences of traveling the Underground Railroad and the influence of geography and politics. Mapping the Underground Railroad found at Harriet Tubman and the Underground Railroad | NEH-Edsitement.

Closing/Evidence of Learning: Students detail one route of Underground Railroad via map or storyboard.

CONNECTICUT PUBLIC ACT NO. 19-

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
The Black Seminole Revolt - and enslaved Blacks	Watch and discuss Amistad movie
How Native American Slaveholders Complicate the Trail of Tears Narrative	http://teachwithmovies.org/amistad/#unique-
John Horse: Black Seminole Indian Leader Against Slavery	identifier
Personal Sacrifice (Margaret Garner, <i>Beloved</i>) (sensitive content, could be trigger for some students)	
	Analyze historical slave documents, Library of
	Congress https://www.loc.gov/item/mesn001
	Explore the CT Freedom Trail
Lesson 3.3 The Early and Late Political Periods (1840-1860)	Duration: 3 days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources
Leadership Agent for Change: Frederick Douglass	Harriet Tubman and the Underground Railroad
American and Foreign Anti-Slavery Society <u>American and Foreign Anti-Slavery Society</u>	NEH-Edsitement
Compromise of 1850 & the Fugitive Slave Act of 1850	
Bleeding Kansas (1854-1861)	American and Foreign Anti-Slavery Society
• Dred Scott Decision (1857)	minute book, 1848-1859
John Brown's Raid on Harpers Ferry (1859)	
	Amistad
	http://amistadresearchcenter.tulane.edu/archo
	n/?p=collections/findingaid&id=151&q=&rootc
	ontentid=75595#id75595
	Bleeding Kansas
	https://www.kansasmemory.org/category/128
	<u>Z</u>

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities:**

Day 1 Frederick Douglass

Initiation: Teacher shares some facts about Frederick Douglass including (to tie-in with previous lessons) that he is a famous leader/abolitionist and spoke at Anti-Slavery Society meetings. Frederick Douglass -Narrative, Ouotes & Facts - HISTORY

Activity: Students work in small groups to analyze the letter from Frederick Douglass to Harriet Tubman Letter from Frederick Douglass to Harriet Tubman (differentiated reading/language translation available). Then, students read Africans in America/Part 4/Frederick Douglass speech or watch "What to the Slave is the Fourth of July?" https://www.youtube.com/watch?time_continue=2&v=NBe

Closing/Evidence of Learning: Students create a PSA to evidence How Douglass' Fourth of July speech is relevant. What would you do or say today about the Fourth of July?

Day 2 Fugitive Slave Act of 1850

Initiation: Explain Fishbowl Protocol

Activity: Based on student interest, choose one of the activities below (text has vocabulary feature that explains key terminology):

- Activity 1: Analyzing the Fugitive Slave Act
- Activity 2: Comparing and Contrasting Two Points of View in Newspaper Reports
- Activity 3: Anthony Burns—Slave-Catchers Come to Boston for the Last Time

Closing/Evidence of Learning: After reading, students will engage in a Fishbowl protocol to explore questions posed in the activity.

Day 3 Fighting for Freedom

Initiation: Watch Sound Smart: Dred Scott Case | History | Ask students what they know about Dred Scott and others who continued the fight of ending slavery.

Activity: In small groups, have students present a summary of the readings below.

- Bleeding Kansas (1854-1861) Bleeding Kansas (U.S. National Park Service) (nps.gov)
- Dred Scott Decision (1857) Dred Scott Case Decision, Definition & Impact HISTORY

Home Links/Reflections to Affirm Identity

Share reflections regarding "What to the Slave is the Fourth of July?"

 John Brown's Raid on Harpers Ferry (1859) <u>John Brown's Raid (U.S. National Park Service)</u> (<u>nps.gov</u>) <u>John Brown born in CT <u>The Fight Over Slavery Reaches Torrington Connecticut History a CTHumanities Project</u></u> 	
Closing/Evidence of Learning: Students compose a written response to explain the acts of resistance in this time period and reflect upon the compelling question.	

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities	
Arts - Create art mural of past and present individuals who advocate for freedom and justice for Blacks J.S. History – Political Parties: Liberty, Free Soil, Know Nothing, or Republican How the 19th-Century Know Nothing Party Reshaped American Politics	Research female historical figure of this period and organize speaking engagement	
Lesson 3.4 The Road to Freedom (1861-65)	Duration: 4 days	
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers	
 Impact of the Emancipation Proclamation Role of Black Connecticut soldiers in the Civil War Impact of the Civil War on Blacks in the North and in the South Reasons for Union victory in the Civil War 	https://connecticuthistory.org/the-29th-regiment-connecticut-volunteers-fought-more than-one-war/ Guest speakers, CT Historical Society Hill, Isaac. A Sketch of the 29th Regiment of Connecticut Colored Troops Giving a Full Account of Its Formation, of All the Battles Through Which It Passed, and Its Final Disbandment. 1881. Link. Newton, A. H. Out of the Briars: An Autobiography and Sketch of the Twenty-Nin Regiment Connecticut Volunteers. Philadelphi PA: A.M.E. Link. Robert Smalls Robert Smalls Emancipation Proclamation: The Civil Wain Four Minutes Gradual Emancipation Reflected the Struggle of Some to Envision Black Freedom Connecticut History a CTHumanities Project Glory (film)	

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities:

Days 1 and 2 Black Soldiers in the Civil War

Initiation: Introduce lesson with context of the Civil War. Invite a guest speaker from CT Historical Society or CT 29th to provide a re-enactment or monologue of CT Black Soldier.

Activity: Students analyze recruitment poster <u>recruitment-broadside.gif (576×859) (archives.gov)</u> and answer questions found in this lesson about <u>Black Soldiers in the U.S. Military During the Civil War | National Archives.</u> If time allows, students can explore:

- CT 29th Regiment "Broadside Twenty-Ninth Regiment, Connecticut Volunteer Infantry (Colored)." https://bit.ly/3piB86S
- War Department, Adjutant General's Office. "War Department General Order 143: Creation of the U.S. Colored Troops (1863)," 1863. National Archives. Link.

Closing/Evidence of Learning: Students create an infographic or other representation of contributions of Black soldiers in the Civil War.

Days 3 and 4 Realities of Emancipation Proclamation

Initiation: Watch <u>The Emancipation Proclamation: The Civil War in Four Minutes</u>

Activity: Complete activities 1-3 to deconstruct the Emancipation Proclamation using primary resources from The Emancipation Proclamation: Freedom's First Steps | NEH-Edsitement to document the multifaceted significance of the Emancipation Proclamation within the context of the Civil War era.

Closing/Evidence of Learning: Review of key concepts of unit in preparation for response to compelling questions for homework.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

ELA - Read Freedom's Unfinished Revolution

History - Role-play Reconstructing the South https://www.zinnedproject.org/materials/reconstructing-south-role-play

Art - Create a representation of a historical figure using collage materials for class end-of-year Radical Imagination Art Project

Home Links/Reflections to Affirm Identity

Visit in person a site on the CT, USA Underground Railroad <u>List of Sites for the</u> Underground Railroad Travel Itinerary

Reflect on the importance of Blacks in the development of African American culture and political activism during this period and parallels to activism today.

Extensions/Experiential Opportunities

Writing prompt – You found a time capsule from... describe what was in it and why, using evidence

Explore Reconstruction - When the Impossible Suddenly Became Possible: A Reconstruction

Mixer_by Adam Sanchez and Nqobile
Mthethwa. A role-play that explores the
connections between different social
movements during Reconstruction (account
required for downloading lesson).

Explore Connecticut Civil War Regiment
https://connecticuthistory.org/connecticutsblack-civil-war-regiment/

Visit Connecticut Freedom Trail "29th Colored
Regiment Monument."

Research and read a letter from a Black Soldier. What perspectives did you learn

about?

Semester 1

Unit 4

FOCUS ON AFRICAN AMERICAN/ BLACK HISTORY

Long, Long History for Equality (1865-1915)

Unit Template for African American/Black and Puerto Rican/Latino Course of Studies

Semester 1 - Focus on African American/Black History					
Title of Unit	Title of Unit 4: Long, Long History for Equality (1865-1915) Timeframe Late October-Mid November (3 weeks/14 days)				
Developed ByDr. Stacey Close and Paquita Jarman-SmithRevision DateJune 18, 2021		June 18, 2021			
Summary of Unit					

This unit focuses on the period of Reconstruction (1865-77), Black Settlement, Towns, and Settlers in the West (1865-1915), and the struggle against the Jim Crow System.

This unit will also go into detail on the political contributions of African American politicians to the passage of the Reconstruction era: acts and laws that brought the right to citizenship, the right to vote, and public education. In addition, this course will focus on the African past as it relates to the development of the African American culture in the western hemisphere.

In this unit, students will:

- Examine how Africans and African descendants worked individually and collectively to spark revolutionary change to their existence.
- Explore the Reconstruction politics through literature and other accounts from primary documents and impact on Whites and Blacks.

Compelling Question: How was the Reconstruction a success or failure?

Desired Results			
Relevant Content Standards	Related Supporting Standards		
From Connecticut Elementary and Secondary Social Studies Framework	From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening, and Speaking)		
Dimension 2 Applying disciplinary concepts and tools	CCSS.ELA-Literacy.RH.11-12.2 Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes		
CIV 9–12.3 Analyze the impact of constitutions, laws, treaties, and international agreements on the maintenance of national and	clear the relationships among the key details and ideas.		
international order.	CCSS.ELA-Literacy.RH.11-12.7 Integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., visually,		
HIST 9–12.4 Analyze how historical contexts shaped and continue to shape people's perspectives. (e.g., immigration, labor, the role of women).	quantitatively, as well as in words) in order to address a question or solve a problem.		

Dimension 3 Evaluating sources and using evidence

INQ 9-12.8 Identify evidence that draws information directly and substantially from multiple sources to detect inconsistencies in evidence in order to revise or strengthen claims.

National Curriculum Standards for Social Studies

5.3A.3 Explain the provisions of the 14th and 15th amendments and the political forces supporting and opposing each. [Consider multiple perspectives]

V.B.2.4.b explain the importance to the individual and society of such political rights as right to vote and to seek public office

CCSS.ELA-Literacy.WHST.11-12.9 Draw evidence from informational texts to support analysis, reflection, and research.

From CT English Language Proficiency (CELP) Standards (i.e., Reading, Writing, Listening, Speaking and Language)

CELP.9-12.1.RI.7. Analyze various accounts of a subject told in different mediums (e.g., a person's life story in both print and multimedia), determining which details are emphasized in each account

CELP.9-12.4. L.6. Acquire and use accurate general academic and domainspecific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

From Social Justice Standards from "Learning for Justice" Diversity

10. Students will examine diversity in social, cultural, political and historical contexts rather than in ways that are superficial or oversimplified.

From Teaching Hard History A 6-12 FRAMEWORK FOR TEACHING **AMERICAN SLAVERY**

Key concept 9: Enslaved and freed people worked to maintain cultural traditions while building new ones that sustain communities and impact the larger world.

SUMMARY OBJECTIVE 18 Students will examine the ways that people who were enslaved tried to claim their freedom after the Civil War

- **18.C** Freed African Americans sought to exercise their freedom in several ways, including relocating (leaving the plantations where they had been enslaved); pursuing education (in the numerous schools established after the war); living as families; and participating in politics.
- **18.D** Black voters became influential in Southern elections during Congressional Reconstruction. Between 1865 and 1877, Black men served in the U.S. Senate, the U.S. House of Representatives and in state Capitols. More than 600 Black men also served in state legislatures.

Learning Outcomes		Critical Consciousness	
Overarching Learning Objectives		Overarching Essential Questions	
LO3 ANALYZE how race, power, and privilege influence group access to citizenship, civil rights, and economic power. LO4 EXAMINE the scope and legacy of resistance that has been integral to African American, Puerto Rican, and Latino histories.		EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Puerto Rican and Latino people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with various other groups?	
LO8 EXAMINE examples of African American, Puerto Rican and Latino action in addressing issues impacting their communities.		EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African Americans, Puerto Rican and Latino people shaped American society, economy, and culture?	
		EQ8 AGENCY AND CIVIC ENGAGEMENT In what ways have African American, Puerto Rican and Latino people demonstrated agency in developing organizations and strategies to address pressing issues in their communities?	
Theme/Content-Specific Enduring Ur	nderstandings	Theme/Content Specific Inquiry	
For this Unit of Study, students will understand and be able to Knowledge: • Analyze how African Americans fought and struggled for justice during Reconstruction and Jim Crow • Evaluate the ties of the African American Church to African American Education Skills: • Analyze a variety of primary sources to evaluate the lives of Blacks/African Americans during this time period; utilize primary sources to analyze racial attitudes during this era		 development, and civic pexplore Why did Blacks lack systems during this What methods did Supremacy during the supr	African Americans use to overcome White this time period? How do the methods used is utilized during future periods of activism in the
	Evidence	of Learning	
Pre-Assessment/Common Misconceptions		ssments/Checks for rstanding	Performance Tasks and Criteria/Project- Based Applications (Aligned with Compelling Questions)
Pre-Assessment: Poll students: How did Reconstruction impact Africans, African Americans, and Blacks?	Class DiscussionsPostersShort Essay Responses		This unit concludes with an End-of-Unit Performance Task in which students return to the compelling and pre-assessment questions (e.g., Was the Reconstruction a success or

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• Exit Tic • Journa	, , , , , , , , , , , , , , , , , , , ,
Learn	Plan/Lesson Sequence
Lesson 4.1 The African American Experience During the Reco	ruction Era (1865-1877) Duration: 2 days
Big Ideas/Topics to be Addressed, including Key Conce	and Terms Materials/Resources/Speakers
 Impacts of the Reconstruction on the Black Family Reconstruction Amendments Black Codes Vocabulary: Reconstruction, Amendments, sharecropping	The Era of Reconstruction: 1861-1900 A Teacher's Guide to THE RECONSTRUCTION ERA AND THE FRAGILITY OF DEMOCRACY Reconstruction and Its Aftermath - The African American Odyssey: A Quest for Full Citizenship Exhibitions From Slavery to Freedom, John Hope Franklin https://bit.ly/3mC5C1K Carter G. Woodson, Journal of Negro History Ida B. Wells-Barnett Historical Foundations of Race National Museum of African American History and Culture (si.edu) The Great Remedy: Picturing the Emancipation Proclamation Connecticut History a CTHumanities Project

https://cptv.pbslearningmedia.org/resource/bf1 0.socst.us.indust.kansas/pap-singleton-tokansas/

The Land That Gives Birth to Freedom: A sheet of lyrics for a song entitled, "The Land that Gives Birth to Freedom," about leaving Tennessee for Kansas, 1877.

Lillian Harris Dean

https://www.nytimes.com/2019/11/27/obituarie s/lillian-harris-dean-overlooked.html

The Age of Imperialism

The Color of Law

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1 Exploring the Black Family

Initiation: Introduce big ideas and key vocabulary. Revisit norms for "Safe Space" as discussion includes themes of race and racism, racial trauma, lynching, etc. Provide description of end of unit project and grading rubric (need to insert hyperlink for rubric).

Activity: After viewing America's Reconstruction: People and Politics After the Civil War, students will reflect on the status of the Black family during Reconstruction. After students share ideas, watch video: The Civil War in Color: African Americans After the War | History.

Closing/Evidence of Learning: Students write/depict response to: What kind of systems did African Americans develop and how did they use them for autonomy, justice, and self-identity?

Day 2 Amendments

Initiation: Review Amendments to the Constitution.

Activity: Students specifically analyze the Reconstruction Amendments and the impact of these Amendments on Africans, African Americans, Blacks, and Whites in the United States at this time.

Home Links/Reflections to Affirm Identity

Talk with a family member about what you are learning about Reconstruction and the generational impact on African Americans.

Students will be grouped and assigned an amendment to read and complete a synthesis of each amendment using the suggested "In Your own Words" graphic organizer. The Reconstruction Amendments - National Constitution Center	
Closing/Evidence of Learning: Each group will share with the class what they learned.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Protest, Rebellion, and Riots: Defining the Terms; How are protests, rebellion, and riots defined by African Americans and whites from 1865-1915? Compare and contrast sharecropping, the Black farmer, schooling with southern and agricultural life in the 20th century.	Explore The Truth Behind The Wilmington Massacre Of 1898, Sharecropping Lesson: ALEX Alabama Learning Exchange (state.al.us), and/or What was Convict-Leasing? - WorldAtlas Give students independent assignments to continue their learning. They will share findings
	 Students will take on the role of an African American legislator in the Reconstruction Era. Create a chart to list what his priorities will be in terms of enacting new laws, what roadblocks will be faced, and how to get the African American community involved in the political process. Or, Research political cartoons of the Freedmen's Bureau and examine for points of view and bias using PowerPoint or another medium to summarize findings.
Lesson 4.2 The African American Experience in the Years Following Reconstruction (1877-1898)	Duration: 3 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
African Americans in United States GovernmentAfro-Caribbean Immigration	Black Americans in Congress <u>Washington</u> <u>Experience US House of Representatives</u>

CONNECTICUT PUBLIC ACT NO. 19-12

- Black Migration to Kansas
- Great Exodus 1879
- Plessy vs. Ferguson
- Spanish-American War

Vocabulary: constitutional rights, segregation, presidential accountability Movement, Exodus, Migration

Buffalo Soldiers

https://www.history.com/topics/wesward-expansion/buffalo-soldiers

<u>Buffalo Soldiers | National Museum of African</u> <u>American History and Culture (si.edu)</u>

Nicodemus, Kansas: All-Black Town https://www.nps.gov/articles/nicodemus.htm

African American soldiers in Philippines, 1898 https://www.nps.gov/prsf/learn/historyculture/t-he-philippine-insurrectiothe-philippine-war-a-conflict-of-consciencen-a-war-of-controversy.htm

Reconstruction and Its Benefits in Western Migration:

http://www.inmotionaame.org/print.cfm;jsessio nid=f830919841595756819746?migration=6&b hcp=1

Ancestors from the West Indies: A Historical and Genealogical Overview of Afro-Caribbean Immigration, 1900-1930s

https://www.loc.gov/item/12002899/

Daniel Murphy pamphlet collection https://www.loc.gov/resource/lcrbmrp.t1722/?s p=4&r=-0.329,0.596,1.602,0.513,0

Slavery Without the Chain From PBS's Reconstruction: The 2nd Civil War

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1 African Americans in Congress (1870-1887)

Initiation: Teacher will prepare and share an overview of Black Americans in Congress "The First African Americans in the United States Government" https://www.youtube.com/watch?v=dJe6vIq8xzU

Activity: In small groups or pairs, students jigsaw research about Black Americans in Congress and the Freedman's Bureau https://history.house.gov/Education/Lesson-Plans/Lesson-Plans-BAIC/ (use Lesson 1).

- Robert Smalls https://to.pbs.org/33yMACb
- Hiram Rhodes REVELS, Hiram Rhodes | US House of Representatives
- Blanche Kelso Bruce BRUCE, Blanche Kelso | US House of Representatives
- Meet the African American Members of the 41st-45th Congresses (1870-1887) <u>People</u>
 Search | US House of Representatives: History, Art & Archives
- The Freedman's Bureau African American Records: Freedmen's Bureau
- Freedmen's Bureau Field Office Records
- The Negroes' Temporary Farewell | US House of Representatives: History, Art & Archives

Closing/Evidence of Learning: Groups will report a synthesis of research. Class will discuss parallels and differences in today's political arena for African Americans and Blacks.

Day 2 Patterns of Migration and Immigration

Initiation: Present an interactive overview of the movement westward of African Americans - a continued search for the "Promised Land" using The Geography of Hope https://www.youtube.com/watch?v=RcFXr6bBV3o to describe the lived experiences of Blacks and what happened to inspire hope for them.

Activity: In small groups, students engage in a poster session protocol to share knowledge of Exodusters, Black Cowboys, and Buffalo Soldiers. (Protocol found on page 27 of <u>curriculumtools classroomprotocols 053017.pdf eleducation.org)</u>. Each group will be given resources/text to research Exodusters, Black Cowboys, Buffalo Soldiers or Caribbean Migration. Groups create a poster with key points that each person in the group will use to teach their mixed group during gallery walk. Suggested resources include:

Exodusters:

Home Links/Reflections to Affirm Identity

Discuss your family's movement over time to places and the "back story"

- African American Migration to the Great Plains Exodusters: African American Migration to the Great Plains | DPLA
- National Parks Exodusters https://bit.ly/3ffvY8b
- Benjamin "Pap" Singleton: https://bit.ly/3y4fFUf

Black Cowboys:

- Mary Fields https://www.blackcowboys.com/maryfields.htm
- Nat Love https://www.smithsonianmag.com/history/lesser-known-history-african-americancowboys-180962144
- The Making of All-Black Towns in the West: Nicodemus, Kansas and Boley, Oklahoma, etc. All-black towns across America: Life was hard but full of promise

Buffalo Soldiers:

- https://www.history.com/topics/westward-expansion/buffalo-soldiers
- Buffalo Soldiers | National Museum of African American History and Culture (si.edu)

Afro-Caribbean Immigration:

- http://www.inmotionaame.org/print.cfm; jsessionid=f8303350951616568044456?migration= 10&bhcp=1
- Ancestors from the West Indies: A Historical and Genealogical Overview of Afro-Caribbean Immigration, 1900-1930s

Closing/Evidence of Learning: Students rotate poster-to-poster asking questions and recording answers on graphic organizer. Organizers are handed in as evidence of learning.

Day 3 Impact of Spanish-American War (1898) on African American Communities

Initiation: Introduce topic using an interactive presentation.

Activity: In small groups, students use suggested resources to analyze and synthesize the attitudes of African American communities toward the Spanish-American War and the acquisition of the Philippines by reviewing primary and secondary documents of the time.

- Open letter to McKinley https://tile.loc.gov/storageservices/service/rbc/rbaapc/05800/05800.pdf
- Black Immune Regiments https://armyhistory.org/the-black-immune-regiments-in-thespanish-american-war/

 <u>The Philippine War - A Conflict of Conscience for African Americans - Presidio of San</u> <u>Francisco (US National Park Service)</u> 	
Closing/Evidence of Learning: Students individually write/depict response to prompt: What was the impact of the Spanish-American War on African American communities?	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
World History Arts/Graphic Design	Read the Census for Connecticut for 1910 http://www.census-online.com/links/CT/1910.html to see the southern African American presence in places such as Deep River, Wethersfield, New Haven, and Waterbury. Why? Sharecropping and Changes in the Southern Economy American Experience Students explore in what ways (physical, social, and economic) did the sharecropping system both solve and create problems? Homer Plessy was described as 7/8 Caucasian. What did that mean in 1896?
Lesson 4.3 The Struggle Against Jim Crow	Duration: 3 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Jim Crow/Segregation: White Nationalism and Supremacy Multiple roles of Black Americans in Black empowerment and agency, beyond servitude (e.g., W.E.B. DuBois vs. Booker T. Washington) Racial violence, and trauma White Supremacy 	Jim Crow and Segregation Classroom Materials at the Library of Congress Library of Congress (loc.gov) Jim Crow Museum virtual tour
 Resistance and activism against Jim Crow Vocabulary: Racial Trauma, Jim Crow, Activism, Lynching, Resistance, Racial Apartheid, Freedom Dreaming 	https://www.whitehousehistory.org/william- monroe-trotter-challenges-president-wilson
Dieaning	https://www.thirteen.org/wnet/jimcrow/educaton lesson7.html

The Strange Career of Jim Crow: C. Vann Woodward, William S. McFeely: 9780195146905

W.E.B Du Bois Critiques Booker T. Washington

Booker T. Washington, Atlanta Exposition Address (1895)

Reconstruction and its Benefits: W.E.B. Du Bois: Free Download, Borrow, and Streaming

The Connecticut Historical Society has a number of visuals of artifacts from the Jim Crow Era. In addition, minstrel shows were commonly viewed at leading theatres throughout Connecticut.

Booker T. Washington on Opportunities for Black Americans - The Atlantic

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1 Jim Crow Laws

Initiation: Revisit Safe Space. Advise students of the sensitive nature of the materials and lesson. Use PROTOCOL Back-to-Back and Face-to-Face

Teacher will ask students to react to laws with a partner. Students respond then rotate to another partner after each question (10 minutes).

- All Blacks shall be required to own real property in order to qualify to vote. (New York)
- Black children shall be prohibited from attending Pittsburgh schools.
- No person or corporation shall require any white female nurse to nurse in wards or rooms in hospitals, either public or private, in which Negro men are placed. (Alabama)
- It shall be unlawful for a Negro and white person to play together or in company with each other at any game of pool or billiards. (Alabama)
- No colored barber shall serve as a barber [to] white women or girls. (Georgia)
- The officer in charge shall not bury, or allow to be buried, any colored persons upon ground set apart or used for the burial of white persons. (Georgia)

Home Links/Reflections to Affirm Identity

Reflect on Jim Crow and the residue left today... what actions would you take?

What discoveries are you making about the role of Black women in this period?

After students react to these laws, the teacher will explain that laws such as these existed in the United States and became known as "Jim Crow" laws.

Activity: Analyze photos of Jim Crow era using Analyzing Images Protocol Teaching Strategy: Analyzing Images | Facing History. Example of photos can be found: Jim Crow and Segregation | Classroom Materials at the Library of Congress | Library of Congress (loc.gov) the origins and persistence of the Jim Crow System to 1909

Closing/Evidence of Learning: Students individually write/depict response to prompt: How did Jim Crow influence the life of Blacks?

Day 2 Jim Crow and Racial Trauma

Initiation: Explore the Jim Crow Timeline in groups, stopping at May 31, 1909-June 1, 1909. Share out and discuss actions of the past and today's society. https://www.ferris.edu/HTMLS/news/iimcrow/timeline/iimcrow.htm

• Ida B. Wells-Barnett Consider contributions of Black women in Resistance.

Activity: Ask students to design/create a "Freedom Dream" What is Freedom Dreaming? (message, visual, picture, song) about what changes are needed now to end racial violence and trauma. What will it look and sound like when we get to the Dream or MLK's mountaintop? Dreams can be created with Apps, paper, or medium of choice.

• Form groups of helping trios to give feedback on "Freedom Dreams" from multiple perspectives. Helping Trios

Closing: Using Inside-Outside Circle, students will share reactions/reflections. Prompts: To what extent is the political and social "goodwill" still present to address lingering and current matters of race and equity? What rights should all Americans enjoy? What rights do only some Americans possess?

Day 3 W.E.B. Du Bois and Booker T. Washington (Students will participate in a lesson adapted from Alabama History Education Initiative)

Initiation: Discuss What did the leading Black scholars of the day (W.E.B. Du Bois and Booker T. Washington) believe? What were W.E.B Du Bois' critiques of Booker T. Washington?

Activity: Access the Booker T. Washington and W.E.B. DuBois: Two Paths to Ending Jim Crow" PowerPoint from W E B DuBois Booker T Washington and Jim Crow Lesson October 2010.pdf

(alabama.gov). During the PowerPoint, students will use a Compare/Contrast Matrix to draw their own conclusions about the viewpoints of Washington and Du Bois.	
Closing: Students individually write/depict response to prompt: As the leading Black scholar of the day, did W.E.B. Du Bois believe Reconstruction was a success or failure?	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities Visit local historical societies (in-person/virtual)
ELA - Students can develop an Exoduster Character that can be developed into a graphic mini novel or comic book story.	The Strange Career of Jim Crow: C. Vann Woodward, William S. McFeely: 9780195146905
US History - Excerpts from THE SOULS OF BLACK FOLK: ESSAYS AND SKETCHES by W. E. B. Du	
Bois Alabama Textual Materials Collection - Alabama Department of Archives and History	Read "Booker T. and W.E.B." by Dudley Randall
	<u>- Famous poems, famous poets All Poetry.</u> "How does the poem illustrate the differences
	between Washington and DuBois?" Have them
	add to their Compare/Contrast Matrix
	Read/explore in groups: Resistance, activism,
	the life of William Monroe Trotter
	https://bit.ly/3vLs4us and Ida B. Wells-Barnett
Lesson 4.4 The Education and Entrepreneurship of Blacks	Duration: 6 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
Growth and development of both Historically Black Colleges and Public Education as a	Black Entrepreneurs of the Eighteenth and
conduit for greater freedom Black Wall Street	Nineteenth Centuries
Business Entrepreneurs	The Education of Blacks in the South
Vocabulary: Entrepreneur, HBCU, Education of Blacks	https://muse.jhu.edu/book/43951: The Road to Freedom? (HBCUs, Rosenwald Schools, and
Vocabulary: Entrepreneur, ribco, Education of blacks	Philanthropy)
	First Class: The Legacy of Dunbar, America's
	First Black Public High School Hardcover –
	August 1, 2013 by Alison Stewart https://bit.ly/2Jbu5qG
	A New Negro for a New Century,

https://archive.org/details/newnegrofornewce00 wash/page/14/mode/2up?ref=ol&view=theater Article: The History of HBCUs in America http://www.americanradioworks.org/segments/h bcu-history https://hbculifestyle.com/first-hbcu-in-theunited-states Documentary: Tell Them We Are Rising https://www.pbs.org/independentlens/videos/tell -them-we-are-rising New Haven Negro College https://www-jstor- org.ccsu.idm.oclc.org/stable/1559806?seg=2#m etadata info tab contents Lincoln or Cheyney: Which Was the First HBCU? Black Wall Street: From Bricks and Mortar to **Community Building** Remember the Tulsa Race Riot | Learning for **Justice** Atlanta Mutual Life Insurance: Atlanta Life Insurance Company | New Georgia Encyclopedia

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1 Schooling for Blacks

Initiation: Discuss how various groups created institutions for the education of Blacks. Connecticut Abolitionists (U.S. National Park Service)

Activity: In small groups, students research Connecticut early education opportunities for Blacks and share a summary of evidence with the full class. Recommend using virtual platforms: Padlet, Flipgrid, etc. Options:

- New Haven Negro College
- Prudence Crandall's school
- Churches
- Mary Smith Kelsey Peake, Hampton https://edu.lva.virginia.gov/changemakers/items/show/3
- Rosenwald Schools, and Philanthropy

Questions for students to explore:

- Was education equal during this time?
- How were African Americans held back/advanced in educational achievement?
- How did resource budgets for segregated schools in the South compare to schools in Connecticut in 1900?

Closing/Evidence of Learning: Students share their summaries of evidence with the class.

Day 2 Black Wall Street and Business Entrepreneurs

Initiation: Watch and discuss parallels in the past and present https://www.voutube.com/watch?app=desktop&v=635PsaixFsM

Activity: Students will divide into groups and research Wall Street and Black Entrepreneurs and share a summary of evidence with the full class. Recommend using virtual platforms such as Padlet, Flipgrid, etc. Sources:

- Use primary sources to research the background of Black Wall Street: From Bricks and Mortar to Community Building
- Atlanta Mutual Life Insurance Company
- Lillian Harris Dean http://self.gutenberg.org/articles/eng/Lillian Harris Dean
- Madam Walker, the First Black American Woman to Be a Self-Made Millionaire | The African Americans: Many Rivers to Cross | PBS

Home Links/Reflections to Affirm Identity

Choose an HBCU to learn the history and significance to Black progress and achievement.

Visit a museum exhibit on the Black family during Reconstruction.

- Black Entrepreneurs during the Jim Crow Era -- The Henry Ford Blog Blog The Henry Ford
- Black Business Owners in the Jim Crow Era (thoughtco.com)

Questions for students to explore:

- How did African American entrepreneurs shape the economic system for Blacks, and the U.S. as a whole?
- What contributed to their success or demise?

Closing/Evidence of Learning: Students share summaries.

Day 3 New Negro Movement

Initiation: Have students read/analyze poem "If We Must Die": Claude McKay Limns the "New Negro" and explore how African Americans are depicted - Old vs. New Negro? (This should follow pre-reading for homework after Day 2 African American literature - The rise of the New Negro.)

Discussion questions:

- What explains the "racelessness" of "If We Must Die"?
- Compare "If We Must Die" to these lines from Alfred Lord Tennyson's 1842 poem "Ulysses": We are not now that strength which in old days

Moved earth and heaven: that which we are, we are;

One equal temper of heroic hearts,

Made weak by time and fate, but strong in will

To strive, to seek, and not to yield.

What do these lines have in common with McKay's poem? Why might McKay have taken Victorian poetry as a model for "If We Must Die"?

Activity: In small groups, students use and explore <u>The New Negro and the Black Image: From Booker T. Washington to Alain Locke, Freedom's Story, TeacherServe®</u>

Each group uses their prior knowledge along with their new knowledge from resource to create a poster or other visual with key points that each person in the group will use to teach jigsaw groups for gallery walk. Students keep track of new learning using graphic organizer.

Closing/Evidence of Learning: Posters created by groups and individual notes.

Day 4 Contributions of Black Scientists, Inventors, and Innovators

Initiation: Brainstorm how Black Scientists, Inventors, and Innovators have contributed to the global society?

Activity: In small groups, explore Black Scientists during the time. Resource: Famous Black Inventors - Inventions & Scientists; https://www.thoughtco.com/colors-of-innovation-1991281

Teacher will provide a photograph of the following inventors/scientists for students to create a fact sheet and share out:

- Thomas Jennings
- Henry Blair
- Madame CJ Walker
- Elijah McCoy
- Lewis Lattimore
- Granville Woods
- Garrett Morgan

Closing/Evidence of Learning: Students will use exit ticket to answer: How did Black scientists, inventors, and innovators contribute to "community" and impact society?

Day 5 and 6 Socratic Seminar

Performance Task: This unit concludes with an End-of-Unit Performance Task in which students return to the compelling and pre-assessment questions (e.g., How did Reconstruction impact the families of Africans, African Americans, and Blacks? Was the Reconstruction a success or failure?). These questions guide students as they prepare (Day 5) and participate (Day 6) in a Socratic Seminar https://www.facinghistory.org/resource-library/teaching-strategies/socratic-seminar.

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
ELA - <u>The Souls of Black Folk, by W.E.B. Du Bois</u> The Arts - Student created Art/Music experience from this period - can be for Radical Imagination Project	Create a collection/directory of local CT Black/Caribbean Business during the early 1900s to display in school.

Semester 1

Unit 5

FOCUS ON AFRICAN AMERICAN/ BLACK HISTORY

Black Movement for Equality (1915-1965)

Unit Template for African American/Black and Puerto Rican/Latino Course of Studies

	Semester 1 – Focus on Africa	n American/Blac	ck History
Title of Unit	Unit 5: Black Movement for Equality (1915-1965)	Timeframe	Mid November-Mid December (3 weeks/16 days)
Developed By	Meghan Geary, Dr. Stacey Close, and Paquita Jarman-	Revision Date	June 18, 2021
	Smith		
		C 1 1 '1	

Summary of Unit

This unit will focus on Black Americans' movements for equality, both geographical and societal. It will begin with the ideology of Nadir, which triggered the Great Migration of approximately a half million African Americans from Southern to Northern states between 1916 and 1918, and will then explore the fight for equal rights and the enormous contributions of Black people in America during the early 20th century. The unit should help students understand how the events of the period helped shape present-day systems.

Topics include: the impact of Jim Crow laws on Black communities and their resistance; The Harlem Renaissance and African American arts; Black Wall Street and the Tulsa Massacre; African American participation in WWI and WWII; the "Red Summer" of 1919; how FDR's New Deal Fair Housing Act exacerbated segregation and led to current wealth/wage/opportunity gaps; the establishment of important organizations including the National Association for the Advancement of Colored People (NAACP), The Universal Negro Improvement Association (UNIA), the National Urban League, The Southern Christian Leadership Conference (SCLC), The National Council of Negro Women, The Nation of Islam (NOI), The Congress of Racial Equity (CORE), The Student Nonviolent Coordinating Committee (SNCC); landmark Supreme Court decisions such as Brown v. BOE; major Civil Rights legislation such as CRA of 1957 and 1964, and the VRA of 1965; Black women's role in the ongoing revolution; and the contributions of W.E.B. Du Bois, August Wilson, Mary Townsend Seymour, John Lewis, Dr. Mary McLeod Bethune, Constance Baker Motley, Mamie Till and others as detailed in the lessons.

In this unit, students will:

- Identify tactics, mission, and accomplishments of major groups involved in the movement for equality.
- Investigate the causes, consequences, and historical context of key events in this time period.
- Evaluate how individuals, groups, and institutions in the United States have both promoted and hindered people's struggle for freedom, equality, and social justice.
- Analyze the role of the federal government in supporting and inhibiting various 20th century civil rights movements.
- Analyze the role of women of color in the women's rights movement.

Compelling Question: How successful have Black Americans' movements for equality been in transforming the dreams, status, and rights of Black Americans in the United States?

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Desired Results

Relevant Content Standards

From Connecticut Elementary and Secondary Social Studies Framework

Dimension 2 Applying disciplinary concepts and tools

HIST 9–12.4 Analyze how historical contexts shaped and continue to shape people's perspectives. (e.g., immigration, labor, the role of women).

HIST 9–12.6 Explain how the perspectives of people in the present shape interpretations of the past.

CIV 9–12.1 Analyze the role of citizens in the U.S. political system, and the theory and practice of democracy in America.

CIV 9–12.2 Evaluate the effectiveness of citizens and institutions in solving social and political problems.

INO 9–12.8 Identify evidence that draws information directly and substantively from multiple sources to detect inconsistencies in evidence in order to revise or strengthen claims.

National Curriculum Standards for Social Studies

9.4A.2 Evaluate the Warren Court's reasoning in Brown v. Board of Education and its significance in advancing civil rights. [Analyze cause-and-effect relationships]

9.4A.3 Explain the resistance to civil rights in the South between 1954 and 1965. [Identify issues and problems in the past]

Related Supporting Standards

From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening, Speaking)

CCSS.ELA-LITERACY.WHST.11-12.1.A Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences the claim(s), counterclaims, reasons, and evidence.

From CT English Language Proficiency (CELP) Standards (i.e., Reading, Writing, Listening, Speaking and Language)

CELP.9-12.1. RI.7. Analyze various accounts of a subject told in different mediums (e.g., a person's life story in both print and multimedia), determining which details are emphasized in each account

CELP.9-12.2. A.W.6. Use technology, including the Internet, to produce, publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.

From Social Justice Standards from "Learning for Justice"

Identity

5. Students will recognize traits of the dominant culture, their home culture and other cultures and understand how they negotiate their own identity in multiple spaces.

Justice

13. Students will analyze the harmful impact of bias and injustice on the world, historically and today.

Action

16. Students will express empathy when people are excluded or mistreated because of their identities and concern when they themselves experience bias.

	From Teaching Hard History A 6-12 FRAMEWORK FOR TEACHING AMERICAN SLAVERY
	Key concept 9: Enslaved and freed people worked to maintain cultural traditions while building new ones that sustain communities and impact the larger world.
	SUMMARY OBJECTIVE 19 Students will examine the ways that the federal government's policies affected the lives of formerly enslaved people. 19.C By passing the 14th and 15th Amendments during Congressional (Radical) Reconstruction, the federal government made a commitment to protect the legal and political rights of African Americans. Federal troops enforced the civil and political rights of African Americans in the South during Congressional Reconstruction.
	SUMMARY OBJECTIVE 22 Students will examine the ways that the legacies of slavery, white supremacy and settler colonialism continue to affect life in what is now the United States. 22.B Segregation and inequality persist in the United States. This is most evident in employment, housing and education but can also be seen in health care, workplaces, sports settings and churches.
Learning Outcomes	Critical Consciousness
Overarching Learning Objectives	Overarching Essential Questions
LO4 EXAMINE the scope and legacy of resistance that has been integral to African American, Puerto Rican and Latino histories. LO5 ARTICULATE the integral role African American, Puerto Rican and Latino communities have played in shaping U.S. society, economy, and culture.	EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Puerto Rican and Latino people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with various other groups? EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways
LOG REIMAGINE new possibilities and more just futures for our country and our world drawn from the legacy of African American, Puerto Rican, Latino, and Indigenous experiences, intellectual thought, and culture.	have African Americans, Puerto Rican and Latino people shaped American society, economy, and culture? EQ6 RADICAL IMAGINATIONS What do African American, Puerto
LO8 EXAMINE examples of African American, Puerto Rican and Latino action in addressing issues impacting their communities.	Rican and Latino history and culture teach us about radically reimagining new possibilities and more just futures?

during the time period. Describe your school day

in a one-page journal entry.

Common Misconceptions:

			D CIVIC ENGAGEMENT How can young people n to address pressing issues in their own
Theme/Content Specific Enduring (Understandings	Т	heme/Content Specific Inquiry
 For this Unit of Study, students will know and Knowledge: Gain understanding of the role African American the U.S. society, economy, and culture. Gain understanding of how African American and justice. Gain understanding of how Blacks and Afrito perpetuate a theme of hope, persistence Evaluate how individuals, groups, and institinave both promoted and hindered people's equality, and social justice. Analyze the role of the federal government inhibiting various 20th century civil rights really and the variety of primary resources and the White press) to analyze social and Americans in this period and reactions to the Evaluate the roles of music and literature in the social and lit	ericans played in shaping ans advocated for freedom ican Americans used the arts e and resilience. itutions in the United States is struggle for freedom, it in supporting and movements. women's rights movement. (including both the Black political changes for Black hese changes.	What are h How and w and does th How has Bl attitudes fro has Black p beliefs in th How have s Americans,	tudy, to support self-discovery, identity d civic preparedness/actions, students will uman rights? hy did segregation in housing develop in Connecticunis segregation in housing still exist today? ack popular culture impacted American culture and om the Harlem Renaissance to the present? What impular culture revealed about Black attitudes and the 20th and 21st centuries? socially unjust practices toward Blacks, African and African descendants been established in the land gradually abolished?
	Evidence of	Learning	
Pre-Assessment/Common Misconceptions	Formative Assessmen Understan		Performance Tasks and Criteria/Project- Based Applications (Aligned with Compellin Questions)
Pre-Assessment: Imagine you are a student	Group discussions		Students gather news articles, images, or online

Critical Self-reflections

documents, media (pictures, music, letters,

journal entries, book excerpts, videos etc.)

Critical analysis of various historical

Entry/Exit slips

Turn-and-talks

Word splash

papers on period and then develop a claim and cite

sources in response to the following question: How

successful have Black Americans' movements for

equality been in transforming the dreams, status,

and rights of Black Americans in the United States?

evidence to support argument using multiple

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Black Americans are a monolith (there were varying viewpoints on how to achieve equal		Explain how the perspectives of people in the present shape interpretations.
rights)		
Nonviolent protest ensured a nonviolent		Course Projects: Radical Imagination Through the
response. (In reality, there was violence against peaceful protestors.)		Arts and Be the Change Project
	rning Plan/Lesson Sequence	
Lesson 5.1 Great Migration and the "Nadir of Race Relations		Duration: 4 Days
Big Ideas/Topics to be Addressed, including Key Conc	<u> </u>	Materials/Resources/Speakers
big Ideas, ropics to be Addressed, including key conc	epts and Terms	Materials/ Resources/ Speakers
 Failed promises of the Reconstruction era created dis During the Nadir, in the North as well as the South, \ 	Whites forced African Americans from	https://bit.ly/3vwmX0H (general resources for teachers)
 skilled occupations like carpentry and unskilled jobs I Connecticut and the Great Migration to Hartford Nadir (low point) - the ideology of race relations and Riot vs. massacre: How the narrative is told matters 	underlying social processes	Correct(ed): How to Teach the Nadir of Race Relations
 Riot vs. massacre. How the narrative is told matters "Red Summer 1919" Status of Black soldiers after WWI 	in terms of flow the event is received.	Tulsa Objects in the NMAAHC Collection
 Black WWI veterans fought abroad as Americans and "threat" to the status 	I returned home to be viewed as a	Tuttle Jr., William M. Race Riot: Chicago in the Red Summer of 1919. New York: Atheneum, 1970.
Vocabulary: Great Migration, Juxtaposition, Riot, Tulsa mas Langston Hughes	sacre, Black Wall Street, Red Summer,	Racial Change in the Hartford Region, 1900-2010 University of Connecticut Libraries, Map And Geographic Information Center (MAGIC), 2012.
		Red Summer: When Racist Mobs Ruled American Experience
		"Harlem" by Langston Hughes https://www.poetryfoundation.org/poems/46548/harlem
		The African American's experience in WWI Make Way for Democracy! - National WWI Museum and Memorial
		A French Directive

The Chicago Defender

Targeting Black Veterans

https://www.tulsahistory.org/exhibit/1921-tulsa-race-massacre

<u>The Tulsa Race Massacre</u> <u>August Wilson "Fences" : Free Download, Borrow,</u> and Streaming

Amanda Gorman's inaugural poem 'The Hill We Climb' full text

Washburn, Patrick S. A Question of Sedition: The Federal Government's Investigation of the Black Press During World War II. New York: Oxford University Press, 1986.

Doreski, C.K. "Chicago, Race, and the Rhetoric of the 1919 Riot." Prospects 1993 18: 283-309.

Kornweibel, Theodore Jr. "The Most Dangerous of All Negro Journals": Federal Efforts to Suppress the Chicago Defender During World War I. American Journalism 1994 11 (2): 154-168.

Rare 1920s Footage: All-Black Towns Living the American Dream | National Geographic

On The Line: How Schooling, Housing, and Civil Rights Shaped Hartford and its Suburbs

The March Continues: Five Essential Practices for Teaching the Civil Rights Movement (learning for justice.org)

De Facto School Segregation - Hartford. Sheff v. O'Neill <u>Lawsuit Attacks the Segregation of Urban</u> Schools From White Suburbs (Published 1992)

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1 The Nadir

Initiation: Assess background knowledge of "The Nadir of Race Relations" (connect to previous units on Reconstruction, Jim Crow South, the Great Migration) and create a "whiteboard splash"; teacher can correct, clarify, elaborate before segueing into specific lesson on how many African Americans settled in and around Hartford, CT.

- Watch the quick video clip The Nadir of Race Relations: The Nadir of Race Relations
- Have students explore "Jacob Lawrence: The Migration Series." <u>The Migration Series</u> Panels #54, 57-60. Invite students to post reactions at the start of class on Padlet.

Activity: Using jigsaw approach, split groups into context-based periods. Read <u>Somewhere in the Nadir of African American History</u>, 1890-1920. Groups will report the key points of period to class.

Closing: Wrap up with group discussion with questions found in the discussion section: What was at stake for White and Black southerners at each point? How did White southerners wrest political power for themselves? How did Black southerners try to prevent their own oppression?

Day 2 Migration to CT

Initiation: Create a post for students to share their families' migration journey. Where are the places your family has lived up until now? Students can check in with family to build on what they know of the places lived.

Activity: Read <u>Hartford's Great Migration through Charles S. Johnson's Eyes</u> (This could be provided as homework after Day 1.) In small groups, students will evaluate primary sources, CT History websites and reading/research to understand why Hartford (and CT) were desirable for African Americans and what challenges they faced, as well as explore local artists, businesses, photographs, musicians from that period of time in CT.

Closing/Evidence of Learning: Each group will compile a slideshow of artifacts/stories which portray the lived experiences of new arrivals to Hartford.

Day 3

Home Links/Reflections to Affirm Identity

Visit "Jacob Lawrence: The Migration Series" online. Choose a panel and discuss with family members.

https://lawrencemigration.phillipscollection.org/the-migration-series

What is the history of their family's migration? i.e., Did parents move from another state to pursue education, job opportunities, etc. Why did they settle there? Has the family been in the same city/state for generations? Why?

Read <u>Kareem Abdul-Jabbar reflects on George</u> <u>Floyd protests</u> and share learning and draw conclusions/parallels

Initiation: Listen to Billie Holiday's "Strange Fruit" https://bit.ly/3d94Q9B. Help students connect with how Blacks, African Americans and the culture of that time contributed to the protests against racial violence and discrimination.

Split the class. Students consider language of protest. Refer to the distinction of "riot" in the Tulsa Massacre of 1921 where insurance companies were absolved from having to pay Greenwood residents who lost homes and businesses. Discuss the negative connotation of the word "riot." How has that negatively impacted progress? Why do our "labels" matter? Discuss the similarities/differences to "riot" based on current events to this time in U.S. history.

Activity: Read Red Summer: When Racist Mobs Ruled | American Experience and firsthand accounts found in Race Riot: Chicago in the Red Summer of 1919 (Blacks in the New World)

Using the "Four As" Text Protocol, students highlight and write notes to answer the four questions:

- What assumptions does the author of the text hold?
- What do you *agree* with in the text?
- What do you want to *argue* with in the text?
- As a result of reading this text, what do you *aspire* to do?

Closing: How should we acknowledge the atrocities of our past when we tell our history? (in preparation for Semester 2 Unit 2: Lesson 2.6 Scientific Experiments for additional examples of racial trauma and injustice.)

Day 4

Initation: Close Read of Red Summer of 1919: How Black WWI Vets Fought Back Against Racist Mobs spotlighting what Black soldiers did upon their return from WWI. (Pre-reading may be given as homework after Day 3.)

Activity: In small groups, students read and react to words and pictures on pages 20-26 in TARGETING BLACK VETERANS. Students individually find a sentence that stood out to them and as a group they answer the "Four As" Text Protocol (see Day 3).

Evidence of Learning: Students choose one of the following prompts for written/recorded response:

- In what ways was the Great Migration a form of protest?
- What are some of the pushes and pulls for Blacks and African Americans to relocate their jobs and families to Hartford?

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 How is the juxtaposition of hope manifested in the past and present history of Blacks and African Americans in the long battle for equality and ultimately continued existence? Closing: Use safe space norms for a closing circle, and open discussion for students to share feelings, emotions, and parallels between this lesson and the Summer of 2020 or other racial protests. 	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Read/perform the play "Fences" by August Wilson. Students can reflect throughout the play how the main characters respond to the challenges of the time period. As a culminating activity they can discuss in small groups - How has the theme of hope manifested in the past and present history of Blacks and African Americans in the long battle for equality and ultimately continued existence? Students can compare and contrast poems of Langston Hughes, Claude McKay, and Amanda Gorman to demonstrate incremental change or race relations over time.	The language of the unheard Hartford http://bit.ly/37J7zFA Teaching the Tulsa Massacre https://www.zinnedproject.org/news/teaching-the-tulsa-massacre-99-years-later/ Discuss the following: disparity in sentencing (see Ida Wells' writing from the St. Louis riots in 1917) then and now anti-lynching bill(s) NAACP response to Birth of a Nation Birth of a Nation, the NAACP, and Civil Rights
Lesson 5.2 The Power of Black Art: The Empowerment of Black People Through the Arts	Duration: 3 Days

Big Ideas/Topics to be Addressed, including Key Concepts and Terms

- Harlem Renaissance (early civil rights movement)
- The New Negro
- Empowerment of art- keeping hope alive
- Recognition of Black culture through the Arts (film, literature, art, music, and the media)
- Jazz as popular music known as the Jazz Age

Vocabulary: Harlem Renaissance, Jazz Age, Jazz, Dizzy Gillespie, Charlie Parker, Duke Ellington, Bebop, Prohibition, speakeasy

Materials/Resources/Speakers

Dizzy Gillespie's 1960 portrait of Duke Ellington https://www.youtube.com/watch?v=wlHFp7lKMK8

Dizzy Gillespie's Quintet https://youtu.be/2ulpjp7xkyI

Charlie Parker's Jam session https://youtu.be/2ulpjp7xkyI

"Mother to Son" by Langston Hughes - read aloud by Viola Davis https://youtu.be/5L-kKxePGqA

https://www.history.com/news/harlem-renaissance-photos

A New Negro for a New Century, Booker T. Washington (Print and Audio) https://archive.org/stream/newnegrofornewce00wash?ref=ol

The New Negro and the Black Image: From Booker T. Washington to Alain Locke, Freedom's Story, TeacherServe®>

<u>Arturo Schomburg's Latino Identity Is Often</u> <u>Forgotten</u>

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Read "Mother to Son" by Langston Hughes. Reflect on Hughes' contributions to the Harlem Renaissance. Ask how art like this has revitalized the notion of community. What is the message about hope in this piece? How does poetry contribute to our understanding of self and others? How can we use our voices to effectively invoke change in our world?

Home Links/Reflections to Affirm Identity

Ongoing reflections, a diary or journal, about why the art that a student chooses or gravitates toward is appealing or reflects their inner selves.

Reflect and identify a favorite painting, story, musical selection, etc., of the time. What resonated with you and why?

Use the QFT (Question Formulation Technique) to begin inquiry and develop strong questioning techniques. https://sites.lsa.umich.edu/inclusive-teaching/question-formulation-technique/

Activity: In small groups, students will begin developing questions on images from the time period. Students will ask themselves, How does the art I love connect or trace back in some way to the art of the Harlem Renaissance?

- Explore photos https://www.history.com/news/harlem-renaissance-photos
- Explore a map of the night life during the Harlem Renaissance https://www.6sqft.com/1932-map-illustrates-a-vibrant-nightlife-during-the-harlem-renaissance/
- Listen and view performances of jazz musicians such as Dizzy Gillepsie, Charlie Parker, and Marian Anderson.

Closing: As a class, discuss notices and wonderings.

Day 2

Initiation: Listen to songs that steered the Harlem Renaissance, ask questions about song title, and identify what they notice and wonder about lyrics.

https://www.purdue.edu/convocations/harlem-100-artists-that-steered-the-harlem-renaissance

Activity: Based on student interest, choose a video from The Harlem Renaissance's Cultural Explosion, in Photographs https://www.youtube.com/watch?v=0ivWbxiVFTs. Then, read Arturo A. Schomburg: His Life and Legacy.

Closing/Evidence of Learning: Students can choose to write a new verse to one of the songs, write a diary entry as if they were the singer telling about the song, or draw a picture about the song.

Day 3

Initiation: Begin class with "Don't Mean a Thing (If It Ain't Got That Swing)", Louis Armstrong, Duke Ellington https://binged.it/3AhemlO. Students will discuss and share impressions of this piece.

Activity: Students will analyze the artistic culture of African Americans during the Harlem Renaissance. Students can do a quick search and self-select a person to explore (examples listed below). Students should capture contributions/legacy of the individual in a creative way.

• CT's Bessye Proffitt

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- Arturo Schomburg
- Pauline Elizabeth Hopkins
- Billie Holiday
- Duke Ellington

Closing/Evidence of Learning: Students will share contributions and use exit ticket to respond to prompt: How did the Harlem Renaissance impact society?

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Music - Students can research a Jazz Musician and their contribution to "pop" music ART/ELA The beginnings of a "collection" for a "gallery walk" or other form of presentation would be ideal to blend with ELA and Fine Arts classes

Community Fine Arts Visit - Artist Collective, The Amistad Center for Art & Culture for virtual learning session

Investigate local art community - Bessye Proffitt, Dollie McLean, Artists Collective and Lasting Legacy of Harlem Renaissance in Hartford and other cities

Extensions/Experiential Opportunities

Bringing in a speaker or artist, or even a teacher from the Fine Arts to present, discuss, etc.

Explore history of the New Negro: An appeal to the King, Bowen, J. W. E. https://www.loc.gov/item/12002889/

The New Negro and the Black Image: From Booker
T. Washington to Alain Locke, Freedom's Story,
TeacherServe®

Discussion: How are African Americans depicted – Old vs. New Negro? Who were influential Afro-Latinos of the time? What were their contributions?

Souls of Black Folk by Du Bois

https://www.gutenberg.org/files/408/408-h/408-h.htm

James Weldon Johnson's Autobiography of an Ex-Colored Man

https://library.um.edu.mo/ebooks/b28045877.pdf

Lesson 5.3 Remnants of the Jim Crow South	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 modern-day "de facto" segregation is a result of policies from the early 20th century Redlining prevented Blacks from buying property Vocabulary: de facto segregation, New Deal, FHA-Federal Housing Authority, redlining 	2 comments on "How Red Lines Built White Wealth: A Lesson on Housing Segregation in the 20th Century" https://prrac.org/newsletters/novdec2012.pdf
	https://www.zinnedproject.org/if-we-knew- our-history/forgotten-history-government- segregated-united-states/
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity
Day 1 Redlining Initiation: Post question for students to respond to: How does real estate build wealth?	Students can explore, What can I do to improve the racial equity of my school/town?
Activity: Follow lesson plan <u>2 comments on "How Red Lines Built White Wealth: A Lesson on Housing Segregation in the 20th Century"</u>	
Closing/Evidence of Learning: Focusing on FHA policies beginning in 1934, students write/depict response to How did New Deal policies further disenfranchise Black Americans?	
Day 2 Segregation by Design	
Initiation: Explore how modern-day "de facto" segregation is a result of policies from the early 20th century by watching documentary <u>Segregated by Design</u> (18 minutes). (This could be a "Flip the Classroom" activity to prepare students with background knowledge for class discussion after Day 1.)	
Activity: Students will work in groups to present evidence of segregation on the local level and recommend a response.	
Provide time for students to work on <u>Be the Change Project</u>	

Closing: Students use an exit slip to respond to prompt: How did red lines build wealth and for whom?	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Connection to ELA - Watch <i>A Raisin in the Sun</i> film, 1961, with Sidney Poitier (play by Lorraine Hansberry) - uses Hughes' poem, another great connection that could be themed through multiple lessons/units: "What happens to a dream deferred?"	Students can research the statistics of their town and school to see how segregated it is what led to the racial/economic makeup of the town, what local agencies are doing to improve balance (or not at all), how schools are funded (tax bases, etc.)
	Nikole Hannah-Jones investigative reporting on school de/segregation
	School Segregation, the Continuing Tragedy of Ferguson
	Watch and discuss with a peer film: Imitation of Life, Douglas Sirk
Lesson 5.4 Resistance and Revolution Through Organized Efforts	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Organizing to redress racism Systemic Racism Resistance Reform Equity What is Radical? Landmark court rulings changed the trajectory of American race relations forever 	Martin Luther King Jr.'s famous I have a dream speech http://www.greaterhartfordnaacp.org/ CT Women's Hall of Fame https://www.cwhf.org/inductees/mary-
Vocabulary: The Universal Negro Improvement Association (UNIA), the National Urban League, The	townsend-seymour

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1 Civil Rights Organizations

Initiation: ABC Brainstorm names of Civil Rights Activists known, noting how they identify racially.

Activity: In small groups, students investigate influential Black organizations using primary sources from 1909 to 1950 (see list below). Students use a graphic organizer for note taking <u>Analyzing Primary Sources</u> (choose 1) to prepare summary in response to the following: What actions of the organizations were radical or reform, and why? What were they in response to? What did they lead to?

- 1. The Universal Negro Improvement Association (UNIA)
- 2. The National Urban League
- 3. The Southern Christian Leadership Conference (SCLC)
- 4. The National Council of Negro Women
- 5. The Nation of Islam (NOI)
- 6. The Congress of Racial Equity (CORE)
- 7. The Student Nonviolent Coordinating Committee (SNCC)
- 8. National Association for the Advancement of Colored People (NAACP)

Closing: Round robin share-out of organizations and contributions.

Day 2 Brown v. Board of Education

Initiation: View and discuss Landmark Cases: Brown v Board Doll Test (C-SPAN)

Activity: Use/modify this lesson plan to learn how organizations like NAACP led to revolutionary SCOTUS decisions such as Brown v. BOE <u>Lesson plan: Brown v. Board of Education and the story of Prince Edward County Schools | Lesson Plan</u>

Closing: Students will use an exit ticket to identify what they think is significant about the Brown decision

Options for Content Continuity Across History Courses and Interdisciplinary Integration

US History - Black organizations and acts of resistance paved the way for collective resistance, revolution, landmark legislation, and court decisions such as:

• Civil Rights Act 1957

Home Links/Reflections to Affirm Identity

Student reflection, What am I doing to improve the racial equity of my school/town?

Extensions/Experiential Opportunities

NAACP response to *Birth of a Nation* https://edsitement.neh.gov/lesson-

 Montgomery Bus Boycott March on Washington for Jobs and Freedom Civil Rights Act 1964 	plans/birth-nation-naacp-and-balancing- rights
	Meet virtually with civil rights/CHRO attorneys about trends in issues today
Lesson 5.5 World War II - Tuskegee Airmen	Duration: 1 Day
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 The fight against fascism abroad and the tremendous contributions of Black servicemen once again ignited the push for justice and equality "at home." Tuskegee Airmen 	https://www.ctexplored.org/tuskegee- airman-i-wanted-to-fly/
 Lemuel Custis was also Hartford's first Black police officer Civil Rights Movement benefitting from fight against fascism 	Connie Nappier (1922 - 2016) - Obituary A HUMBLE MAN WHO `LOVED HIS COUNTRY'
Vocabulary: patriotism, heroism, fascism, equality	<u>Lemuel Custis - Obituary</u>
	https://www.nbcconnecticut.com/news/local/hartford-police-honor-notable-black-officers-during-black-history-month/2223347/
	Tuskegee Airmen Memorial Bridge Hartford
	https://www.legacy.com/obituaries/hartfordc ourant/obituary.aspx?n=lemuel-rodney- custis&pid=3237382
	https://cafriseabove.org/artifact/tuskegee-airmen-memorial-bridge-hartford/https://library.ccsu.edu/cpaaead/vhp/VHP200632.xml
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity
Day 1 Connecticut's own Tuskegee Airmen	Students ask family members about their families' involvement in World War II and what they know about African American
Initiation: Pre-assess knowledge of African American experience in WWII, Tuskegee Airmen.	people's involvement

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for Pair-Square activity after reading.	
 https://www.nbcconnecticut.com/on-air/as-seen-on/new-haven-honors-last-living-tuskegee-airman-in-connecticut hartford/1936359 https://www.ctexplored.org/tuskegee-airman-i-wanted-to-fly https://patch.com/connecticut/northhaven/spirit-45-remembering-tuskegee-airmen 	
Then students watch <u>NBC CT New Haven Honors Last Living Tuskegee Airman in Connecticut</u> and add new knowledge to their notes.	
Closing: Students use exit ticket to reflect on the irony of African American men fighting for freedom in comparison to lived experience in the U.S. What can be learned from their experiences?	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Technology/Media - Create a podcast about significant individuals in CT History: Hartford's Lemuel Custis, Edward T. Hall, Connie Nappier, Constance Baker Motley	https://www.zinnedproject.org/news/tdih/sa mmy-younge-jr-murdered/
Lesson 5.6 How The Women Organized and Agitated	Duration: 2 Days
Lesson 5.6 How The Women Organized and Agitated Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Duration: 2 Days Materials/Resources/Speakers
Big Ideas/Topics to be Addressed, including Key Concepts and Terms Racial discrimination was compounded by gender discrimination, negatively affecting women's opportunities and rights	
 Big Ideas/Topics to be Addressed, including Key Concepts and Terms Racial discrimination was compounded by gender discrimination, negatively affecting women's opportunities and rights Focus on Women's Movement during Civil Rights Era Dr. Mary McLeod Bethune, National Council of Negro Women 	Materials/Resources/Speakers Mary McLeod Bethune - Mary McLeod
 Big Ideas/Topics to be Addressed, including Key Concepts and Terms Racial discrimination was compounded by gender discrimination, negatively affecting women's opportunities and rights Focus on Women's Movement during Civil Rights Era Dr. Mary McLeod Bethune, National Council of Negro Women Role of Black women in the suffrage movement (lack of Black women/working women's causes on the agenda at Seneca Falls) Mary Church Terrell, Fannie Lou Hamer, Ella Baker Constance Baker Motley: Brown v. BOE and the integration of the University of Mississippi 	Materials/Resources/Speakers Mary McLeod Bethune - Mary McLeod Bethune Council House Mamie Till: Emmett Till's mother https://www.nps.gov/places/washington-dc-mary-church-terrell-
 Big Ideas/Topics to be Addressed, including Key Concepts and Terms Racial discrimination was compounded by gender discrimination, negatively affecting women's opportunities and rights Focus on Women's Movement during Civil Rights Era Dr. Mary McLeod Bethune, National Council of Negro Women Role of Black women in the suffrage movement (lack of Black women/working women's causes on the agenda at Seneca Falls) Mary Church Terrell, Fannie Lou Hamer, Ella Baker Constance Baker Motley: Brown v. BOE and the integration of the University of 	Materials/Resources/Speakers Mary McLeod Bethune - Mary McLeod Bethune Council House Mamie Till: Emmett Till's mother https://www.nps.gov/places/washington-dc-mary-church-terrell-house.htm?utm_source=place&utm_medium

	People's Historians Online: Black Feminist Organizing: 1950s to the 21st Century
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity
 Day 1 Legacies of Black Women Initiation: Have students Brainstorm and research a prominent Black or African American Woman to spotlight in the lesson and share reasoning. Activity: Nevertheless They Persisted: Black Women & The Fire Within Them (Lesson Plan) Day 2 Legacies of Black Women, Cont. Activity: Students create a poster and oral story (using QR Code) about a Black female historical figure from CT to share contributions, and notable accomplishments. Encourage students to choose from a range of professions, including sciences, arts, culinary, and sports. Closing: Discuss similarities in Women's contributions from past and present. 	Ask a friend: How did the 2020 presidential election demonstrate that Black lives matter? Choose a female historical figure to read/learn about.
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Prepare artifacts for school/community display during Black History Month and/or Women's History Month.	Teaching Intersectionality in Activism Beyond Suffrage: "A Unifying Principle" Understanding Intersectionality in Women's Activism

Lesson 5.7 How The Youth Organized and Agitated	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Civil disobedience vs. civil rights Sit-ins and college organizing such as Freedom Riders and Student Non-Violent Coordinating Committee (SNCC) Connection to modern day youth-led movements 	https://www.aclu.org/other/tinker-v-des-moines-landmark-supreme-court-ruling-behalf-student-expression

See the "image set" hyperlink on the left margin to download and use in class https://www.nga.gov/education/teachers/less ons-activities/uncovering-america/harlemrenaissance.html

"Reflections on a Dream Deferred" by John Lewis

https://www.tolerance.org/magazine/spring-2008/reflections-on-a-dreamdeferred?fbclid=IwAR2zmNhpkAenQvsiYsjp5d sD6j5NFXHFwVw7IfM1v 03l5CUNbuTbRkeYaU

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1 Student Activism

Initiation: Students respond to live poll/Jamboard "move your seat/feet if...") about their thoughts on:

- Do adults listen to young people?
- Should adults listen to young people?
- Do young people possess power?
- Can young people change society?

View <u>African American History: Lunch Counter Closed | History Detectives</u> and have students respond discuss their perspective of students taking action.

Activity: Teaching SNCC: The Organization at the Heart of the Civil Rights Revolution (Lesson Plan)

Closing/Evidence of Learning: Students use 2+1 strategy to share what they connected with most from this lesson (i.e., 2 things I learned, one question I still have).

Day 2 Student Activism and Protest

Activity: Students investigate examples of student-led protests during the Civil Rights Movement for conditions for success. (Students self-select 2-3 options to review.)

- 1. Civil Rights Movement: See the History in Photographs
- 2. 7 Times in History When Students Turned to Activism (Published 2018)
- 3. <u>11-year-old Naomi Wadler's March For Our Lives speech for black women gun violence victims</u>

Home Links/Reflections to Affirm Identity

Dr. King finding his "calling" when in Hartford (Simsbury) as a Morehouse student, working in tobacco fields, summer 1944, '47 <u>Dr. Martin Luther King</u>, Jr. in Simsbury

How can young people get in "good trouble"? Research John Lewis and what he meant by this. Find examples of civil disobedience in their hometown

Can ask parents/guardians about their "protest history" or their experiences with activism

Research other ways youth have led change (Parkland, CT, BLM response to George Floyd, etc.)

4. Tinker v. Des Moines <u>Tinker v. Des Moines - Landmark Supreme Court Ruling on Behalf of</u>	
Student Expression	
5. Teen-led BLM marches <u>Teens Are on Front Lines of Black Lives Matters Protests</u>	
6. Student Activism From Civil Rights to Black Lives Matter: How Student Activism Spreads to High-	
School Campuses	
Closing: Discuss as class what were commonalities and conditions for success of student activism.	
Closing: Discuss as class what were commonanties and conditions for success of student activism.	
Porfermence Tools Chudonte complete value modium of chaice (a.g. putietic symposium literamy would	
Performance Task: Students complete using medium of choice (e.g., artistic expression, literary work,	
print or virtual) to answer the compelling question, How successful have Black Americans' movements for	
equality been in transforming the dreams, status, and rights of Black Americans in the United States?	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
ELA - transcendentalism and civil disobedience	Read/listen and discuss this article: "Students
EBY Gariocondentation and Gyll disobedience	say race belongs in the classroom, and not
	just history class."
	https://www.wbur.org/edify/2020/06/29/lesso
	ns-learned-student-
	voice?fbclid=IwAR0E1ihyAVy6eQOoEPu84AQC
	KeKiBV9vjs0ncY2Kvicyyzur1D73dcWY5e8

Semester 1

Unit 6

FOCUS ON AFRICAN AMERICAN/ BLACK HISTORY

Protest, Politics, and Power (1965- Present)

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Unit Template for African American/Black and **Puerto Rican/Latino Course of Studies**

Semester 1 - Focus on Black/African American History			
Title of Unit	Unit 6: Protest, Politics, and Power (1965-Present)	Timeframe	Mid-December to Mid-January (3
			weeks/15 days)
Developed By	David Canton and Paquita Jarman-Smith	Revision Date	June 18, 2021
Summary of Unit			

This unit examines African American history from the political, economic, and cultural impact of Black Power to Black Lives Matter. During this era, African Americans used the vote to demand reform, created organizations such as the Black Panther Party to address police brutality, and created independent social programs. Since 1965, African Americans have made major progress, such as an increase of college graduates and decrease in poverty rate; however, institutional racism continues to undermine the progress of African Americans and African and Black Caribbean immigrants as well as an expanding Black middle class.

In this unit, students will:

- Examine how the Black community is shaped by a variety of identities, communities, and perspectives.
- Analyze historical, contemporary, and emerging means of changing societies, promoting the common good, and protecting rights.
- Reimagine new possibilities and more just futures for our country and our world drawn from the legacy of African American, Black experiences, intellectual thought, and culture.

Compelling Questions: What are the greatest issues facing Blacks and African Americans in the U.S. today? What does radically reimagining new possibilities and more just futures look and sound like now?

Desired Results	
Relevant Content Standards	Related Supporting Standards
From Connecticut Elementary and Secondary Social Studies Framework	From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening, Speaking)
Dimension 2 Applying disciplinary concepts and tools	CCSS.ELA-LITERACY.RH.11-12.1 - Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights
HIST 9–12.6 Explain how the perspectives of people in the present shape interpretations of the past.	gained from specific details to an understanding of the text as a whole
	CCSS.ELA-LITERACY.RH.9-10.4
CIV 9–12.14 Analyze historical, contemporary, and emerging means of changing societies, promoting the common good, and protecting rights.	

Dimension 4 Communicating concluding and taking informed action

INQ 9–12.15 Use disciplinary and interdisciplinary lenses to understand the characteristics and causes of local, regional, and global problems; instances of such problems in multiple contexts; and challenges and opportunities faced by those trying to address these problems over time and place

CIV 9–12.5 Analyze how societies institute change in ways that both promote and hinder the common good and that protect and violate citizens' rights.

National Curriculum Standards for Social Studies

9.4A.7 Assess the reasons for and effectiveness of the escalation from civil disobedience to more radical protest in the Civil Rights Movement. [Marshal evidence of antecedent circumstances]

9.2C.1 Assess the progress of human and civil rights around the world since the 1948 U.N. Declaration of Human Rights. [Formulate a position or course of action on an issue].

Determine the meaning of words and phrases as they are used in a text, including vocabulary describing political, social, or economic aspects of history/social science.

From CT English Language Proficiency (CELP) Standards (i.e., Reading, Writing, Listening, Speaking and Language)

CELP.9-12.1.RI.7. Analyze various accounts of a subject told in different mediums (e.g., a person's life story in both print and multimedia), determining which details are emphasized in each account **CELP.9-12.2. W.6.** Use technology, including the Internet, to produce, publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.

From Social Justice Standards from "Learning for Justice" Justice

- 14. Students will recognize that power and privilege influence relationships on interpersonal, intergroup and institutional levels and consider how they have been affected by those dynamics Action
- 17. Students will recognize their own responsibility to stand up to exclusion, prejudice and injustice.

Learning Outcomes	Critical Consciousness
Overarching Learning Objectives	Overarching Essential Questions
LO3 ANALYZE how race, power, and privilege influence group access to citizenship, civil rights, and economic power.	EQ3 POWER What do African American, Puerto Rican and Latino histories reveal about the United States, its foundation, and how power is structured today?
 LO6 REIMAGINE new possibilities and more just futures for our country and our world drawn from the legacy of African American, Puerto Rican, Latino, and Indigenous experiences, intellectual thought, and culture. LO8 EXAMINE examples of African American, Puerto Rican and Latino action in addressing issues impacting their communities. LO9 IDENTIFY resources and opportunities for active engagement, learning, and civic responsibility. 	EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Puerto Rican and Latino people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with various other groups? EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African American, Puerto Rican and Latino people shaped
and tivic responsibility.	American society, economy, and culture? EQ6 RADICAL IMAGINATIONS What do African American, Puerto Rican and Latino history and culture teach us about radically reimagining new possibilities and more just futures? EQ8 AGENCY AND CIVIC ENGAGEMENT In what ways have African American, Puerto Rican and Latino people demonstrated agency in developing organizations and strategies to address pressing issues in their communities? How can young people take informed action to address pressing issues in their own communities?
Theme/Content Specific Enduring Understandings	Theme/Content Specific Inquiry
For this Unit of Study, students will know and be able to Knowledge: • Evaluate ways that African Americans have navigated and used power in the past and what these approaches teach us about radically reimagining new possibilities and more just futures. • Analyze and interpret the scope and legacy of resistance that has been integral to African American people's resilience.	For this Unit of Study, to support self-discovery, identity development, and civic preparedness/actions, students will explore • What have been the most strategies utilized by Black leaders to effect change in the modern era? • How has Black artistic and cultural life impacted American society in the late 20th and 21st centuries?
 Skills: Through the use of primary and secondary sources, compare and contrast the contributions of various individuals and groups to the Civil Rights Movement, the Black Power Movement, and Black Lives Matter; 	

include specific analysis of Connecticut-specific resources when
analyzing the civil rights movement in the state.

 Use popular culture (television, music, films) to analyze the values and beliefs of Black Americans during this time period.)

	Evidence of Learning	
Pre-Assessment/Common Misconceptions	Formative Assessments/Checks for Understanding	Performance Tasks and Criteria/Project- Based Applications (Aligned with Compelling Questions)
 Pre-Assessment: Poll students' knowledge of political and cultural accomplishments during this time. Common Misconceptions: Black Americans are a monolith (there were varying viewpoints on how to achieve equal rights) Black Power was anti-white, only focused on self-defense and was detrimental to the United States. 	 Group discussions, comparisons Self reflections Creative Expression Turn-and-talks Critical reflections of various media (pictures, music, articles, book excerpts, videos, etc.) 	Showcase how African American/Black history and culture teach us about radically reimagining new possibilities and more just futures for school-wide viewing. Course Projects: Radical Imagination Through the Arts and Be the Change Project
	Learning Plan/Lesson Sequence	
Lesson 6.1 Black Power (1965-1975)		Duration: 5 days
Big Ideas/Topics to be Addressed, including	ent in the U.S.	Ready for the revolution - Schomburg Center for Research in Black Culture, The New York Public Library — Google Arts & Culture Stanley Nelson Jr., "The Black Panthers: Vanguard of the Revolution," PBS Eyes on the Prize - 09 - Power! (1966-1968) on Vimeo
		<u>'What We Want, What We Believe': Teaching with</u> <u>the Black Panthers' Ten Point Program</u> (Available in Spanish)

CQU

Hy Thurman, Revolutionary Hillbilly

Waiting 'Til the Midnight Hour: A Narrative History of Black Power in America, Peniel E. Joseph https://amzn.to/3aDk8Ub

One Crazy Summer, Rita Williams-Garcia

Autobiography of Malcolm X The Autobiography of Malcolm X: As Told to Alex Haley

By Any Means Necessary - Full speech https://binged.it/3eB7XcE

Autobiography of Martin Luther King https://www.amazon.com/Autobiography-Martin-Luther-King...

Malcolm X | Free Reading Passages and Literacy Resources (bilingual resource)

King Anti-Vietnam War Speech audio: http://okra.stanford.edu/media/audio/1967 04 04 beyond vietnam.mp3

Jeffrey Ogbar, Black Power: Radical Politics and African American Identity https://www.amazon.com/Black-Power-Reconfiguring-Political-Paperback/dp/0801882753

Robyn Spencer, CT <u>Women in the Black Panther</u> <u>Party</u>

The Revolution Has Come: Black Power and Gender The Rise of the Black Panther Party in Connecticut Lesson Plan "The Black Scientific Renaissance of the 1970s-90s"

What We Don't Learn About the Black Panther
Party — but Should Contains six assignments that

provide information that counteracts the Black Panther Party stereotype. Assignments include student tools and resources: graphic organizers for note-taking; analyzing historical documents and artifacts; roleplay activities.

The Rise of the Black Panther Party in Connecticut

Ready for the revolution - Schomburg Center for Research in Black Culture, The New York Public Library — Google Arts & Culture

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1 Black Power Movement

Initiation: As students enter, play protest music of the time using artists Marvin Gaye, What's Going On https://binged.it/33eLV90, and Sam Cooke, Sam Cooke - A Change Is Gonna Come (Official Lyric Video). Discuss themes of both songs and provide connections to concepts in this unit of study. Define key vocabulary associated with Radical, Reform, Revolution and link to unit summary with examples students may have heard in the songs.

Activity: Show video Newly Discovered 1964 MLK Speech on Civil Rights, Segregation, and Apartheid South Africa https://www.youtube.com/watch?v=jXemUtMzgEc (11 minutes) and follow with a discussion and reflection on Padlet of students' key ideas in relation to Unit 1-5 as context for the Black Power Movement in the '60s in both the U.S. and Africa.

Closing: Students explore how present day artists such as India Arie are using music to convey rationale for reform https://www.youtube.com/watch?v=GCKFFitNxy4.

Day 2 Malcolm X

Initiation: Students read and react to the articles on Malcolm X https://bit.ly/3egms5d and https://bit.ly/3ujqShj. Provide chart paper and Post-its for students to post their learnings about his life. Chart headings can include:

- What you admire and why
- What you are critical of and why.
- Were Malcolm X's viewpoints radical examples? Reform, examples?
- Facilitate a short discussion about what Malcolm X stood for and how his life is valued in history.

Home Links/Reflections to Affirm Identity

Students ask caregivers (e.g., parents, grandparents, aunts, uncles, mentors, quardians, etc.) about their experiences with social justice movements over time (in or outside the U.S.). Why were they or weren't they involved and what did they observe? How are stories being documented and captured before they are lost with the Baby Boomer generation? Ask for family photos and documents that chronicle these experiences.

Differentiated article/Spanish translation https://www.commonlit.org/en/texts/malcolm-x

Activity: Students will share arguments and evidence from the speech "By Any Means Necessary" https://bit.ly/3fcsBi8. (This should be read/viewed for homework after Day 1.) Students will unpack how Malcolm X's references to "Power" were defined. (Template link for arguments https://bit.ly/3b3hFCb.) Provide time for students to explore FBI records on Malcolm X and compare/contrast the themes in both documents. https://bit.ly/3nM7dEp

Closing: Discuss: What were the high points of Malcolm X's life and work? What role did he play in the Black Power Movement?

Day 3 Black Panthers and Young Lords

Initiation: Listen to Gil Scott Heron - The Revolution Will Not Be Televised. Students can also read the lyrics prior to an open discussion of the lyrics and meaning past and present.

Activity: 'What We Want, What We Believe': Teaching with the Black Panthers' Ten Point Program (Contains lesson materials)

- Analyze/compare Young Lords' 13-point system https://bit.ly/3nNo0Xw to Black **Panthers**
- Brainstorm list of today's pressing social issues using Ten Points

Closing: Students share out and discuss 1 finding regarding the Black Panthers with the class.

Day 4: Taking a look at people behind the Black Panther movement

Activity: Students will research Black Panther Party bios in small groups (one renowned person per group) and make 4-5 bulleted slide for posting on class Google Drive.

- Walter "Rap" Bailey
- Ericka Huggins
- Huev P. Newton
- Bobby Seale
- Angela Davis
- Fred Hampton
- Bobby Rush
- Elaine Brown, Bob Brown
- Gloria Richardson

Closing/Evidence of Learning: Presentations and discussion of individual and collective contributions.

Day 5 FBI COINTELPRO	
Initiation: Ask students to Turn and Talk about the FBI's role in Black Freedom Movement	
Activity: Students explore <u>COINTELPRO: Teaching the FBI's War on the Black Freedom Movement</u> (Contains lesson materials) and analyze declassified memos and other primary documents using COINTELPRO note-taking handout	
Closing/Evidence of Learning: As class, create short video timeline of Black Power Movement in Connecticut and its impact.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
ELA: Read an autobiography of individual during this time Film: Watch and review a film about Malcolm X Explore March on Washington, MLK	Independent Lens Unlikely Allies First Rainbow Coalition Season 21 Episode 7
Explore March on Washington, MEK	Film I Am Not Your Negro
	Choose an autobiography to read: Malcolm X, Martin Luther King, John Lewis, Angela Davis
Lesson 6.2 Black Politics	Duration: 1 Day
Lesson 6.2 Black Politics Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Duration: 1 Day Materials/Resources/Speakers
Big Ideas/Topics to be Addressed, including Key Concepts and Terms Black Politicians and activism, 1967-Present: Radical, Reform, Revolutionary National Black policy development, Congressional Black Caucus 1974 Women in politics -Shirley Chisholm Bayard Rustin, "From Protest to Politics"	,
Big Ideas/Topics to be Addressed, including Key Concepts and Terms Black Politicians and activism, 1967-Present: Radical, Reform, Revolutionary National Black policy development, Congressional Black Caucus 1974 Women in politics -Shirley Chisholm	Materials/Resources/Speakers Eyes on the Prize, "Back to the Movement" (1965) Bayard Rustin, "From Protest to Politics: The
Big Ideas/Topics to be Addressed, including Key Concepts and Terms Black Politicians and activism, 1967-Present: Radical, Reform, Revolutionary National Black policy development, Congressional Black Caucus 1974 Women in politics -Shirley Chisholm Bayard Rustin, "From Protest to Politics"	Materials/Resources/Speakers Eyes on the Prize, "Back to the Movement" (1965) Bayard Rustin, "From Protest to Politics: The Future of the Civil Rights Movement" Shirley Chisholm "Unbought and Unbossed" (online

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Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity Reflect on gender roles and politics.
Day 1 Black Elected Officials	
Initiation: ABC Brainstorm of local, national Black politicians (pre-assessment).	
Activity: Students will independently explore/create a Political Hall of Fame infographic/timeline for class display, including national and local Black elected officials 1967-Present using the following list. CT NAACP Shirley Chisholm New Haven and Hartford Black Mayors Toni Harp, Carrie Perry, John Daniels Congresspersons, Jahanna Hayes/Garry Franks, CT; Maxine Waters, CA Ella Cromwell Thirman Milner John Barber, Black Caucus President Obama, Michelle Obama Congresswomen of 2018, including Jahanna Hayes Kamala Harris and results of Georgia election (Stacey Abrams) Closing: Gallery Walk of Political Hall of Fame, spotlighting political viewpoints and gender in politics representing freedom and justice.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Art - Create a mural of CT Black politicians John Lewis, "Good Trouble" Dr. King 1965-1968 Radical King Black Muslims, Hartford, New Haven Rebellions: 63, 65-70, 67 Hartford	Speaker: Local Black politician Learn more about Urban Renewal Marches on Washington Black Feminism
Civics - Courts as gatekeepers and change agents in social society	S.G.C. C.I.IIIISIII
Create a Docudrama of CT Black Politicians for YouTube	
Lesson 6.3 Black Cultural Production	Duration: 3 Days

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Big Ideas/Topics to be Addressed, including Key Concepts and Terms

- Impact of cultural expression through the Black Arts Movement (music, poetry, theater, literature and film)
- Black Aesthetic and its influence on the media and world culture
- Black Studies/Black Pride
- Hip-Hop Cultural influences

Vocabulary: Black Cultural Production

Materials/Resources/Speakers

Black Cultural Production after Civil Rights on JSTOR

Keith Mays, Kwanzaa: Black Power and the Making of African American Holidays https://amzn.to/20U0mwG

NYPL – On Black Aesthetics: The Black Arts Movement

Jeffrey Ogbar, Hip-Hop Revolution https://www.complex.com/pop-culture/best-black-sitcoms/thats-so-raven

Sampling: The Foundation of Hip-Hop https://cptv.pbslearningmedia.org/resource/e6l1-soundbreaking/

Spoken Word, The Last Poets https://www.npr.org/2019/05/23/726312667/spoke n-word-pioneers-the-last-poets

Hip-Hop: A Culture of Vision and Voice https://www.kennedy-center.org/education/resources-for-educators/classroom-resources/media-and-interactives/media/hip-hop/hip-hop-a-culture-of-vision-and-voice

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1 Black Cultural Production

Initiation: Listen to <u>The Last Poets - When The Revolution Comes</u>. Provide lyrics for students to analyze for context of the time.

Activity: Students will experience how different sources of information like music, film, and stories tell us about the past and present culture and how people and groups made a difference. Set up class in 3 "stations." Provide butcher block paper for the groups to record responses during rotations.

- 1. **70's famous song/musical Genre Search:** Create a list for students to research top hits such as Herbie Hancock, female jazz musician, Gospel song, Reggae, top R&B Hits, Top Funk, Go-go, etc. Students list top picks on chart paper that capture essence of era.
- 2. **CT Artists:** Independent research on film or jazz in Connecticut. The group will choose 1 artist of interest to summarize on chart paper.
 - o Gigi Gryce, Jazz Musician
 - Horace Silver, Jazz
 - Arthur Prysock
 - Marietta Canty, actress
- 3. **Black Aesthetic/Black Arts Movement:** In pairs, students will explore 1 topic and write summary paragraph to post on chart paper.
 - o Last Poets The Last Poets: The hip-hop forefathers who gave black America its voice
 - o Kwanzaa Official Kwanzaa Website
 - o Juneteenth JUNETEENTH WORLD WIDE CELEBRATION
 - o R&B Motown Welcome to Motown Records the New Definition of Soul.
 - Black is Beautiful Black is Beautiful: The Emergence of Black Culture and Identity in the 60s and 70s

Students "share" recorded responses and discuss learning.

Closing: At the close of the stations, students will complete the following independently: If you could participate in a concert, event, celebration, or movement of this time period, what would you share with your friends and why?

Day 2 Hip Hop

Initiation: Start a discussion board of Hip-Hop song titles, including male and female artists.

Home Links/Reflections to Affirm Identity

Interview parents/family members regarding their experiences with music during this time period. What was culture like for persons who identified as Black, Hispanic, and/or White?

Activity: Listen to Tupac Changes - Clean and explore Culture of Vision and Voice https://bit.ly/2PRUiEs to create own Rap/rhyme to share with the class, illustrating present-day need for change.

Closing: Vote on top Rap song of all time using online voting tools.

Day 3 Film and Television

Initiation: Have students collaboratively select segment of Spike Lee film to watch and discuss theme/messages. (Review of sample segments can be given for homework after Day 2 and students can cast vote online before class.)

Activity: In small groups, students rotate through 2 stations and explore a topic. Teacher will prepare discussion question(s) ahead of time on Jamboard for Chalk Talk.

- 1. **Explore Black Media** and impact on society. Describe the impact of each organization on media.
 - Black Twitter & Social Media
 - The Root
 - o BET
 - Black Journalists
- 2. **Black Immigration** and new Black identities. How have they changed Black identity?
 - o Issa Rae
 - Tiffany Haddish
 - o Idris Alba
 - o Other
- 3. Black Film/TV. How did they impact popular culture? (Teacher will provide list of shows or movie clips from YouTube.)
 - Spike Lee/African American Films
 - Black Television/60s-80s sitcoms (Julia, Cosby Show, Good Times)
 - o Fashion, Art, Music of School Daze

Closing: Students will use quick write to identify an artist, musician, show, or film they are connected with most, and indicate why. Note what role Blacks played in shaping culture of that time compared to now and influence on personal identity development.

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Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Create a short sitcom or poetry slam event	Develop digital catalog of Black Cultural Production
Music - Create audio history of Jazz, R & B, Hip-Hop	Have students read essays from Sonia Sanchez, Amari Baraka, Nikki Giovanni
ELA - Compare/contrast I Too, Sing America, Langston Hughes/Changes, Tupac https://drive.google.com/drive/folders/1oQAOOwnvK8d3pa0TGqhXbo8SD Ax L09	7 Than Baraka, Mikki Glovanni
Lesson 6.4 Systemic Racism 1965-Present	Duration: 3 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Revisit Systemic Racism Housing Segregation/Fair Housing Act 1968 Education, 1989, Sheff v O'Neill Health Care (Health Disparities/COVID-19) 	A Matter of Place, A Documentary Film About Housing Discrimination Fraud, Suppression and Corruption Lesson Materials
Voter Suppression, Shelby v. Holder 2013	Connecticut's Official State Website
Vocabulary: Racism, Prejudice, Stereotype, Radical, Reform, Revolution, Revolutionary	Milestone agreement in Sheff vs. O'Neill school desegregation case adds 1,000 magnet school seats to ease racial isolation of Hartford students
	https://www.brennancenter.org/our-work/court- cases/shelby-county-v-holder
	Race: The Power of An Illusion: The House We Live In Resources
	https://www.racepowerofanillusion.org/episodes/three
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity
Day 1 Housing Disparities	Reflect/Identify Social Actions for your community Watch & Reflect: H.E.R. I Can't Breathe
Initiation: Check in with students regarding norms and expectations for difficult conversations. Watch <u>Institutional racism in the US explained through a Michael Jackson song</u> then discuss types described in video.	https://youtu.be/E-1Bf XWaPE

Activity: Explore example of systemic racism in housing segregation <u>A Blueprint for Public Housing</u>. Students use Turn and Talk to discuss what role wealth and race play in housing disparities

Closing: Brainstorm examples experienced/observed in CT and how to advocate for change from a student perspective.

Day 2 Educational Disparities

Initiation: Watch This Is Equity https://bit.ly/3xQhMeb and read Sheff v. O'Neill Settlements
Target Educational Segregation In Hartford. Teacher will post chart paper on two sides of room (or use Jamboard) to collect students' thoughts on what educational equity should look like for all students and what changes are needed in school community.

Activity: Students create a vision board of their life goals - education, profession, and other aspirations incorporating a historical figure they learned about who fought for justice. Provide paper, poster board, markers, popular youth magazines, glue etc. (hyperlink for rubric to be added)

Closing/Evidence of Learning: Showcase and discuss the ways that people can learn from the past to inspire hope for the present and future generations.

Day 3 Medical Disparities and Covid-19

Initiation: Discuss examples of racial inequities/racism experienced in 2020-2021 (e.g., pandemic, election, police brutality).

Activity: Students research racial disparities in health care https://bit.ly/2QOwLVz and create visual display as a class with disaggregated data, photographs, maps, etc. illuminating issues needing to be addressed.

Closing: Discuss collective response to address local/national issues of systemic racism in health care and identify what that would look and sound like.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Design - Research magazines for cultural expression in fashion, music - create a garment

History - Explore/Research Voting Rights Act (1965) Voter Suppression Lesson Plan

Music - Create your own musical song, composition, poem

Culinary Arts - Research, design a cultural dish

Extensions/Experiential Opportunities

Create PSA/podcast on one topic in this lesson.

Discuss Institutional Racism using <u>The Racial Dot Map</u> of people neighborhoods in your school district.

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Health/Biology - Create a poster on health-related racial disparities and how to address them	Discuss Frank Porter Graham Infographic "What Racism Looks Like" and review vocabulary on infographic and ask students to reflect on the impact of racism in the lives of Ryan and Jamal. https://unc.live/3xOlg0S Plan a class trip to an African American History Museum or exhibit at local museum.
Lesson 6.5 Black Lives Matter Movement	Duration: 3 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Police Brutality Founders of Black Lives Matter, Trayvon Martin to George Floyd and local Reparations Kaepernick- Taking the Knee 2020 Protests Ahmaud Arbery, Breonna Taylor, and George Floyd (Local movements/protests) Vocabulary: Protest, Black Media, Reparations, Radical, Reform, Revolutionary	Black Lives Matter (organization) https://blacklivesmatter.com Donovan Ramsey "The Truth About Black Twitter" The Atlantic April 10, 2015 https://www.pewresearch.org/fact-tank/2018/01/24/key-facts-about-black-immigrants-in-the-u-s/
	Black Lives Matter at School https://blacklivesmatteratschool.com/teaching-materials
	Black Lives Matter in #PHLed: Lesson Resources https://docs.google.com/document/d/1UHtJqY8xd DOZM5QY39aRgQURRu-9jZhXQxUe T2yYG0/edit
	Google Drive High School Resources: https://drive.google.com/drive/folders/1R4s6TVN1z t3uVHrCLeGR6BKr2AXPIMnx
	https://blacklivesmatteratschool.com/teaching- materials
	Evanston, Illinois, becomes first US city to pay reparations to Black residents
	Institutionalized Racism: A Syllabus, JSTOR Daily

https://daily.jstor.org/institutionalized-racism-a-syllabus/?fbclid=IwAR1gZ1Q4LEu9mzvKqggMws2uuOitTVo9JKQTYkM1zUHT0B2AXmZYQo5OErE

Olympic Revolt of '68 https://journals.openedition.org/ejas/14335

Brophy, Reparations: Pros and Cons

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1 Black Lives Matter: From Hashtag to Movement

Initiation: View <u>BLM'S #WHATMATTERS2020</u> and discuss meaning of Black Lives Matter. Ask students what expression means and what they know about it. Do they think of it as a current example of radical, reform, or revolution, and why?

Activity: Show the six-minute video <u>#BlackTwitter After #Ferguson</u>, which highlights three activists—DeRay McKesson, Johnetta Elzie and Zellie Imani—involved in the Black Lives Matter movement and addresses the ways in which social media helped facilitate their activism. Class discussion.

Students read and analyze/annotate <u>How Black Lives Matter Moved from a Hashtag to a Real</u> Political Force for class discussion. (This could be done for homework after Lesson 6.4 Day 3.)

Evidence of Learning: Students consider everything they learned during the lesson and then reflect on their own thinking about the Black Lives Matter movement. Students select one or more of the following prompts for quick write.

- What have you learned about racial equity that you didn't know before?
- What have you learned about the Black Lives Matter that you didn't know before?
- What do you agree or disagree with?
- Does the Black Lives Matter Movement inspire you to think about getting involved in activism on issues that are important to you? How so?
- Reflect on what you can do for social justice and why.

Closing: Revisit "Freedom Dreaming" from Unit 4/Jim Crow and create a representation (e.g., poster, poem, graphic, sculpture, TikTok, drawing/painting, photo board, etc.) with the 2020 protests for Ahmaud Arbery, Breonna Taylor, George Floyd, Daunte Wright and other local movements in mind. Students reflect:

Home Links/Reflections to Affirm Identity

Take Black Panthers and Black Lives Matter Quiz |
The Black Panthers | Independent Lens

Students research and Compare BLM to Olympic Revolt of `60s

- Is reform of inequitable systems enough?
- How will they dismantle, but more importantly rebuild outside of Eurocentric model?
- What does equity, justice, and love look like in our society (e.g., school, law enforcement, housing, physical and mental health care, etc.)?

Day 2 What matters to you and how do you show it?

Initiation: View <u>Believe in something</u>, <u>even if it means sacrificing everything</u> Students engage in Turn and Talk: Do you think the protest is effective in terms of raising awareness about issues of racial injustice? Describe it in 3 words.

Activity: Continue work on Course Projects: Radical Imagination Through the Arts and Be the Change Project

Day 3 Reparations

Initiation: View <u>Chicago suburb to become first city to give Black residents reparations</u>. Discuss and define reparations, and share Evanston, IL final vote results. Ask students to reflect on the impact of the decision on Black families.

Activity: In small groups, students read and discuss <u>Reparations bill for descendants of slaves</u> <u>moves to House</u>. Students find additional supporting documents which include other racial/ethnic groups who received reparations and record pros and cons to inform decision for/against.

Closing: Small groups present argument for/against and evidence to support *(hyperlink for rubric to be added)*.

End of Semester Closing: Students complete post-assessment (see Unit 1; post-post assessment end of Semester 2) and share reflections on new learnings, understandings about African American/Black contributions to America and continue to organize representations for Radical Imagination Art Project and Be the Change Project which will culminate in Semester 2.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Science - Incorporating BLM in a Science Classroom <u>Science Resources for Black Lives Matter Week of Action</u>

ELA - Writing Prompts: Police Brutality, Racist Violence #GetFreeWrites: Writing Prompts for Police Brutality/Racist Violence

Photography - Representative Display of Protests

Extensions/Experiential Opportunities

Believe in Something: Nike, Kaepernick and Social Change

Art - Social J	tice Theme-based T-Shirt Design Contest	

Semester 2

Unit 1

FOCUS ON PUERTO RICAN/ LATINO HISTORY

Early Beginnings: Who Are We?

Unit Template for African American/Black and **Puerto Rican/Latino Course of Studies**

Semester 2 - Focus on Puerto Rican/Latino History			
			Late January-Mid February (2.5 weeks/13 days)
Developed By	Carlos Torre, Stephen Armstrong, Nitza M. Diaz	Revision Date	June 18, 2021
Summany of Unit			

NOTE: At the beginning of Semester 2, there should be a general review of the major themes of Semester 1. Students should also be informed that during Semester 1 their instructor took a largely chronological approach to the subject matter, while Semester 2 will be more thematic and will spiral back to prior learning. Review of expectations for dialogue, safe spaces, and community of learners should occur. Students should be reminded that there will be many "difficult discussions" throughout the semester, and that it is important that all student voices be heard. Before beginning with the actual subject matter of Semester 2, students will take part in a project in which they attempt to find what they can about their own personal and family identity. Memories, interviews with family members, family letters, photographs, etc. can all be used to inform and complete an I Am From Poem. Sensitivity and assistance for students who may not have access to this information given their family situation should be provided up front.

Even before the United States became a republic, Latinos have contributed to the culture and history and life of the U.S. Yet, Latinos have been perceived as the "other." Despite histories of migration, labor recruitment, wars, invasion, and occupations, millions of Latinos have persevered and demonstrated the beauty of their contributions. This unit will examine the early beginning and origins of what we know as Latin America.

In this unit students will:

- Explore Puerto Rican and Latino identity and culture.
- Examine the individual and collective identities of Puerto Ricans and Latinos and demonstrate understanding of how this influences the perception and realities of Puerto Rican and Latino people.
- Explore Latinos' understanding of race.
- Understand how Latinos show up in Black-White binary.
- Examine Puerto Rican Migration.
- Learn about the strengths and contributions of African diaspora in Latin America and in the Caribbean.

Compelling Questions: How has Puerto Rican and Latino identity evolved over time? Is there a single "Latino identity"? Is there a Latino race?

Desired Results			
Relevant Content Standards	Related Supporting Standards		
From Connecticut Elementary and Secondary Social Studies Framework	From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening, Speaking)		
Dimension 2 Applying disciplinary concepts and tools			

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HIST 9-12.3 Use questions generated about individuals and groups to assess how the significance of their actions changes over time and is shaped by the historical account.

HIST 9-12.4 Analyze complex and interacting factors that influenced the perspectives of people during different historical eras.

HIST 9-12.10 Detect possible limitations in various kinds of historical evidence and differing secondary interpretations.

GEO 9–12.5 Analyze the reciprocal nature of how historical events and the spatial diffusion of ideas, technologies, and cultural practices have influenced migration patterns and the distribution of human population.

CCSS.ELA-LITERACY RL.9-10.6 Analyze a particular point of view or cultural experience reflected in a work of literature from outside the United States, drawing on a wide reading of world literature

From CT English Language Proficiency (CELP) Standards (i.e., Reading, Writing, Listening, Speaking and Language)

CELP.9-12.1. RI.7. Analyze various accounts of a subject told in different mediums (e.g., a person's life story in both print and multimedia), determining which details are emphasized in each account

From Social Justice Standards from "Learning For Justice" *Identity*

1. Students will develop positive social identities based on their membership in multiple groups in society.

From Teaching Hard History A 6–12 FRAMEWORK FOR TEACHING AMERICAN SLAVERY

Key Concept 1: Slavery, which Europeans practiced before they invaded the Americas, was important to all colonial powers and existed in all North American colonies

SUMMARY OBJECTIVE 1: Students will recognize that slavery existed around the world prior to the European invasion of North America, changing forms depending on time and place. The enslaved often were perceived as outsiders: captives in war, the vanquished or colonized, or ethnic or religious

1.B While people have enslaved others in many ways in different times and places, unfree labor is not always slavery. For example, chattel slavery is an intergenerational system of slavery where individuals are held as property and traded as commodities. Indentured servants are not enslaved. They sell their labor for a certain number of years to pay a debt.

Key Concept 2: Slavery and the slave trade were central to the development and growth of the colonial economies and what is now the United States.

<u>SUMMARY OBJECTIVE 2: Students will describe the nature and extent</u> of colonial enslavement of Indigenous people.

Learning Outcomes	2.B All European colonies enslaved Indigenous people for prof justifying the practice because of perceived racial and cultural inferiority. Many enslaved Indigenous people were forced to lab from home, as evidenced by the mass export of women and chi Europe and the Caribbean, often called the "Reverse Middle Pasining Outcomes Critical Consciousness		ice because of perceived racial and cultural inslaved Indigenous people were forced to labor far denced by the mass export of women and children to ribbean, often called the "Reverse Middle Passage."	
Overarching Course Learnin	Overarching Course Learning Objectives Overarching Course Essential Question		arching Course Essential Questions	
LO1 UNDERSTAND the construct of race, and LO2 INVESTIGATE the evolution and development and Puerto Rican/Latino identities, including interpretation identities	nent of African American/Black	constructed? What is its impact on African American, Puerto Rican, Latino, and Indigenous people?		
Theme/Content Specific Endurin	Theme/Content Specific Enduring Understandings		Theme/Content Specific Inquiry	
 For this Unit of Study, students will know at Knowledge: Define race, ethnicity, and nationality as Analyze the complexities of defining "Lat Evaluate the contributions of Indigeneou Analyze how the concept of "race" has be impacted Puerto Ricans and Latinos. Evaluate the strengths and contributions populations. Skills: Analyze ways that geographic factors information settlement and migration. Analyze Latino poetry and music to assist identity." 	they relate to culture. tino identity." us and African populations. been constructed for and has s of Indigenous and African fluence and have influenced	For this Unit of Study, to support self-discovery, identity development, and civic preparedness/actions, students will explore • How has race impacted the development of identity in Puerto Rico and other Latino countries? • How has popular culture impacted the perception of Puerto Ricans and Latinos in American society?		
Evidence of Learning				
Pre-Assessment/Common Misconceptions	Formative Assessment Understandi		Performance Tasks and Criteria/Project- Based Applications (Aligned with Compelling Questions)	
Race for Latinos is Black/White binaryLatinos are (NOT) a race			I am From Poem creation <u>"I Am From" Activity</u> <u>Guide: Example</u> (Please provide students with examples of other Latino writers)	

say about Puerto Ricans and Latinos in the D	ulture Card handout iscussion/Reflection Post xit slips	TikTok about Latino/a Identity
	Learning Plan/Lesson Sequ	ence
Lesson 1.0 Introduction/Review of Semester Theme		Duration: 2 Days
 Review of Semester 1 themes Review of course expectations 		Materials/Resources/Speakers Anjelah Johnson and Her Husband Argue Latino Culture Rankings Netflix Is A Joke Sample Copy of the 2020 Census Questionnaire Actor John Leguizamo's's Latino Identity Harvest of Empire: The Untold Story of Latinos in America Harvest of Empire: A Teacher's Guide for Middle and High School Classrooms
Recommended Learning Activities, including UDL Asynchronous and Synchronous Learning Opport		Identity
Day 1		Completion of <u>I Am From</u> poem
Initiation: Review with students course purpose and enthematic approach to teaching and learning, building or Remind regarding ongoing course projects: Radical Imageroject	knowledge and experiences from	Semester 1. <u>you See Me?</u> and discuss: How do "we as a family" view other Latino families?
Pre-Assessment: Have students complete a Gallery W	alk using these headings:	
 Who were the first people in the Caribbean and Where did Latinos come from (places)? Why do Puerto Ricans and Latinos identify the vertical control of the cont		
Activity: Show students a video of a short comedy club (Anjelah Johnson). Discuss the definition of culture. Rerextremely diverse and there isn't one Latino culture, but	mind/stress the point that Latino cu	

DAY 2	
Activity: Watch the film Latinos Beyond Reel or John Leguizamo's Play on Latinx History (Parental consent needed) and facilitate discussion using the following question: How does the media portray Latinos most often? Do you think Latinos are invisible in the U.S.? If yes, why?	
Evidence of Learning: Review the definition of corner, culture, and color with students. Provide students with <u>culture card handout</u> . Have them complete the entire card with the directions from the sheet.	
Closing: Affirm students' identity, thank them for sharing, and show excitement for the semester and continued learning. Have students complete "I Am From Poem" for homework.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
English	Students watch Latin History for Morons by John Leguizamo (Netflix) and discuss the facts of Latino history they learned.
Lesson 1.1 Latinos on Race while living <i>in between</i> the Black and White Binary	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Is Latino a Race? The concept of Race in Latin America today What does it mean to be Latino? 	Race: The Power of An Illusion (PBS documentary) Caste: The Origins of Our Discontent
	Inventing Latinos: A New Story of American Racism. Author: Laura Gomez. The New Press: New York
	Opinion A Conversation With Latinos on Race
	U.S. House of Representative quotes on Identity: <u>Alexandria Ocasio-Cortez: Just Because I have Black Ancestry Doesn't Mean I'm Black</u>
	Alexandria Ocasio-Cortez faces backlash for comments comparing Latinos' descent to Blacks

Is Latino Becoming a Race: Race, Migration, Latinos and the Cultural Transformation of Race by Wendy Ross

Between Blackness and Latinidad. Author Raquel Z. Rivera

Latina(os): (Re) Racialization of US Society and Politics. Author: Suzane Oboler, 2007

Neither White nor Black: The Representation of Racial Identity Among Puerto Ricans on the Island and in the U.S. Mainland. Author: Jorge Duany. In book titled: Neither Enemies nor Friends: Latinos, Blacks and Afro-Latinos

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Begin by asking students about their preconceived notions on the definition of race. Have them come up with 4 different examples of race. Provide students with the Ibram Kendi's definition of race: "Race is a power construct of collected or merged differences that lives socially." Continue the minilesson with history of the concept of race for pre-Columbian civilization and for Europeans (race concept created in Europe to help justify slavery). Ask students if they believe Latinos are a "race."

Activity: Show portion of <u>Race: The Power of an Illusion Part 1</u> (Clip 49:24-55:30). Discuss as a class using <u>Race: The Power of an Illusion Background Readings | PBS</u> as guide. Students stand in one of four corners of the room to indicate their position about each prompt (strongly agree, agree, disagree, strongly disagree) and discuss in small groups why they chose that.

Day 2

Activity: Explore/View/Discuss <u>Conversation with Latinos on Race</u>. Debrief with students on their thoughts and feelings on what is race?

Watch <u>The myth of race, debunked in 3 minutes</u> and debrief with students on their thoughts and feelings on what is race?

Home Links/Reflections to Affirm Identity

Discuss with family members the impact of race in their lives.

Closing: Read aloud <u>Isabel Wilkerson's excerpt from Caste on race</u> and have students answer final 2	
questions on handout as exit ticket.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
English Health	How has the concept of "race" impacted the history and everyday lives of individuals of Puerto Rican or Latin American descent today?
Lesson 1.2 Latino Culture: The Multiple and Evolving Identities of Latinos	Duration: 3 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Multiple identities (i.e., Hispanic v Latino/a vs. Spanish) Evolution of multiple identities Language 	Latino Identity Declines Across Generations Between Two Worlds: How Young Latinos
Identity, race, and census	Come of Age in America
 The following topics can be addressed if time permits and students are ready to share: Latino passing: what does this mean? Language and its relationship to the Latino identity 	Portrait Of: The Founder and CEO of KIND Origin of Everything Why Do We Say "Latino"? Season 3 Episode 14
	My identity is a superpower not an obstacle
	Latino and Hispanic identities aren't the same. They're also not racial groups.
	Latinx Used by Just 3% of U.S. Hispanics. About One-in-Four Have Heard of It.
	Passing vs. Non-Passing: Latina/o/x Experiences and Understanding of Being Presumed White
	What I've learned as a White-Presenting Latina and a Call to Non-Black Latinx to Engage in the Fight for Racial Equity
	The Spectrum Activity, Questions of Identity – Inclusive Teaching

Why Do Labels Matter? I How You See Me

Latino How you See Me

<u>Latinos Who Never Learn Spanish May</u> <u>Struggle With Identity: Code Switch</u>

The Hispanic Color Divide

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Begin lesson by showing pictures of actresses and ask students to privately identify them on a piece of paper as Latina, Hispanic, and/or Spanish. Review correct answers at the end and then engage students in discussion of what it means to be Hispanic, Latina, and Spanish. Handout

Activity: Lead discussion on Hispanic vs. Latino/a vs. Spanish vs. Latinx. Students examine the differences between terms used to identify someone of Latin American descent engaging in one or more of the following:

- View video and read an article from Vox:, <u>Latino and Hispanic identities aren't the same. They're</u> also not racial groups.
- Complete 2020 census questions 8 and 9 and discuss (questions are included in the handout.)
- Ask students how many use the term Latinx when describing themselves or other students' using class poll on Google Forms.
- Work on the handout looking at pro/anti "Latinx" articles with questions. End with a class poll (post) on Google forms again...see if anything changed (see handout).

Day 2

Activity: TikTok or PSA project <u>Handout</u> explaining the following:

- Differences between Latino v Hispanic v Spanish vs. Latinx
- Make a claim: should someone use the term Latinx? Why or why not?

Day 3

Home Links/Reflections to Affirm Identity

Have students show the video: A Conversation With Latinos on Race | Op-Docs video from the New York Times to their families and ask: How do we identify as a family? How are we received by other people? Are there any similarities or differences in how we identify and how other people see us?

Activity: Engage students in the Spectrum Activity and discuss: What aspect of identity affects Puerto Ricans and Latinos the most? The Spectrum Activity, Questions of Identity – Inclusive Teaching Closing/Evidence of Learning: Students share out their TikTok or PSA and discuss what they did and didn't know about each other.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Political Science Humanities English Film	Virtual field trip to Latino museum Small group projects: impact of Puerto Rican and Latino culture on one aspect of life in the U.S. Analysis of ways that Latinos are depicted in media
Lesson 1.3: Where Do We Come From? African and Indigenous Diaspora in Puerto Rico and in Latin America	Duration: 3 Days
 African and Indigenous Diaspora African and Indigenous diaspora contributions (music, food, literary genres, etc.) Strengths and contributions of African and Indigenous diaspora in Latin America and Caribbean Vocabulary: Diaspora, Intersectionality 	Materials/Resources/Speakers Miranda-Rodriguez, E. (2016): La Borinquena. Tainos and their contributions Black in Latin America (film) Lost History: Rediscovering the Taíno People Puerto Rico's Bomba, A Dance of The African Diaspora KQED Arts The Puerto Rican Heritage Poster Series Centro de Estudios Puertorriqueños Exploration of the African Diaspora in the Americas AFRO PUERTO RICO: The African Diaspora in Puerto Rico Culture Cool Girls Guide ESSENCE

1491: New Revelations of the Americas before Columbus, Author: Charles C. Mann

Reading #1: The Taino people of Boriken

Internet History Sourcebooks

What Became of the Taino? | Travel

OAS: The Decade for People of African Descent

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1

Initiation: Students are asked to reflect on learning from Semester 1 and other history classes about the people of the African Diaspora (e.g., the forced migration to the Caribbean) and on the Indigenous populations. Using the Tainos as an example, ask students to name contributions of the Tainos and the Africans that were brought to Latin America. Have a mini-lesson explaining to students what diaspora means as it relates to the African and Indigenous contributions to Latin America and Puerto Rico.

Day 2

Activity: Have students think about the diaspora and the positive influences of culture, class, and language on experiences, and contributions and impact in Puerto Rico and Latin America. Have them write a discussion post using any of the following:

- Ask students to watch excerpt of Black In Latin America, Haiti & Dominican Republic: The Roots of Division of Haiti and Dominican Republic from Black in Latin America
- Have students read poems about the African and Indigenous Diaspora. Examples are found in this article (Note, there may be poems using words that may sound offensive. Review before showing the students): These Powerful Poems About Afro Latinidad Will Fill You With Pride 02.07.18. Indigineous diaspora examples: Two Poems by Elicura Chihuailaf | Latin American Literature Today, Two Poems by Graciela Huinao | Latin American Literature Today, Three Poems by Leonel Lienlaf | Latin American Literature Today and Celebrating Indigenous Voices: New Poetry and Literature Recordings in the PALABRA Archive | 4 Corners of the World: International Collections and Studies at the Library of Congress
- Have students listen and watch examples of music and dance influences such as Peru afro dance of Chincha, Capoeira (Afro-Brazillian martial art), Best Capoeira Brazil, Colombia, Louis Towers y Colombiafrica - El Liso, Oye mi canto - Reggaeton Niños, Dominican Republic, Juan Luis Guerra -

Home Links/Reflections to Affirm Identity

Students discuss their understanding of Diaspora with their family members.

Students and their families examine the following website Institute for Cultural Diplomacy: The African Diaspora in Latin America and discuss their new learning.

- <u>La Llave de Mi Corazon (Live)</u>, Mexico, https://youtu.be/t-1zAqpo3IE or any other country from https://www.musicadelpueblo.org/
- Have students look at different paintings or images showing African contributions to Puerto Rico and Latin America. Images and paintings can be found in the following website: <u>Latin American</u> Studies

Day 3

Activity: Inquiry chart. Teacher explains that students are going to be working in groups of 2 or 3. Provide students with images related to the contributions of Tainos to Puerto Rican Culture. Glue images onto chart paper (one image per chart). Place the charts around the room and have students rotate as a small group. Ask students to write on the chart paper or use a sticky note, what they think the image is conveying. Then have students watch How Taino Culture Affects Us Today or Discuss images and video, giving students time to share and respond to what they posted.

Alternate Activity: View Puerto Rico's Bomba, A Dance of The African Diaspora | KQED Arts (6:34), AFRO PUERTO RICO: The African Diaspora in Puerto Rico, and Plena video https://www.youtube.com/watch?v=DR-zbsoS6 0. Have students reflect and discuss: What did you find interesting? What was the purpose of Bomba dancing? What was the purpose of Plena? How did the contributions of the Africans and Tainos provide important aspects to the Puerto Rican identity?

Evidence of Learning: Have students create a discussion post about how the contributions from the African and Indigenous shaped Latino identity.

Closing: Students popcorn share their new learning, including reason for importance to own identity.

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
English	Afro-Mexicans: Dancing Their Way Back To
Music Political Science	Their Roots
Human Geography	Embracing Afro Latin America
Lesson 1.4 Geography: Puerto Rican and Latin American Migration	Duration 3 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Geographical and economic factors that have impacted development in Puerto Rico (e.g., population, topography, location, etc.) Puerto Rican Identity: what does it mean History of Puerto Rican Migration Immigration 	Map from Center for Puerto Rican Studies <u>Puerto Rican Heritage Poster Series Centro</u> <u>de Estudios Puertorriqueños</u>

How Puerto Rican Migration experience differs from other Latin American countries	Indigenous Inca, Taíno, Maya & Nahua Legacies Featured in Gallery Talks Eat, Share, Food, Puerto Rico: Taino Civilization (film)
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities Day 1 Initiation: Review push and pull factors of migration and immigration. Mini-lesson should focus on 1802-present to help students understand patterns over time.	Home Links/Reflections to Affirm Identity Discuss with family history of how family came to America and identify how many generations ago.
Project/display a blank political map of Central America, South America and the Caribbean. Have students attempt to identify countries. Familiarize them with the map of Latin America reviewing the countries being covered in Semester 2. Students then complete their own blank map to use as reference.	
Day 2	
Activity: The Puerto Rican Heritage Poster Series Centro de Estudios Puertorriqueños. Creatively organize students into small groups of four. Students examine poster using the Getting the Gist protocol https://www.nbss.ie/sites/default/files/publications/get the gist comprehension strategy 0.pdf. Students think about the conditions and factors that contributed to the migration (e.g., socio-economic, political, family movement). They select 15 important words from the poster. Then, they use these words to write summary statements. Each group writes their summary statement on chart paper/Jamboard and draws an image/graphic/picture that summarizes what they learned. Student posters are displayed for class review.	
Closing: Engage students in discussion of the Puerto Rican migration with the forced migration of the Africans (from Semester 1).	
Day 3	
Evidence of Learning: Students individually compare and contrast the conditions (socio-economic, political, family movement) that created Puerto Rican migration (and immigration) with the Exodusters and Great Migration in African American Unit 3 and 4 from Semester 1	
Closing: Discuss with students how family identity influenced the people who migrated to the U.S.	

Options for Content Continuity Across History Courses and Interdisciplinary Integration

English (read poems by Nicolas Guillen and Luis Pales Matos)

Political Science

Human Geography

Art (look at different paintings showing African contributions to Puerto Rico and Latin America)

English

Sociology

Extensions/Experiential Opportunities

Have students read Poems by Puerto Rican Poets such as Pedro Pietri, Miguel Algarin, En Mi Viejo from

https://www.simonandschuster.com/books/Burnt-Sugar-Cana-Quemada/Lori-Marie-Carlson/9780743276627 or

Have students listen and watch examples of music and dance influences such as Bomba (African), Geechee Ring Shout, Salsa (New York), Capoeira (Afro-Brazillian martial art), Plena (Puerto Rico), Danza (Puerto Rico), Tango (Argentina)

Semester 2

Unit 2

FOCUS ON PUERTO RICAN/ LATINO HISTORY

Blood and Beauty

Unit Template for African American/Black and Puerto Rican/Latino Course of Studies

	Semester 2 – Focus on Puer	to Rican/Latino History	
Title of Unit	Unit 2: Blood and Beauty	Timeframe	Mid-February-Mid March (3.5 weeks/ 18 days)
Developed By	Adrian Solis, Gladys Labas, Agnes Quinones, Vanessa Sosa, and Nitza Diaz	Revision Date	June 18, 2021

Summary of Unit

This unit dives deeply into the ancient civilizations of Latinos, which extend back thousands of years prior to the Columbian exploration. After reviewing the achievements and accomplishments of the Native Americans found in Central America, South America, and the Caribbean in the previous unit, this unit begins with the first European encounter with the Indigenous people and Columbus in 1492. It explores the mistreatment of the Indigenous by Europeans, and then the second part of the unit focuses on the treatment of Latinos throughout American History.

In this unit, students will:

- Explore different perspectives on how the Natives were treated by the Europeans and the voices like Bartolomeo de las Casas, who left a single perspective of this historical encounter behind.
- Explore various forms of anti-Latino treatment such as scientific experiments in Puerto Rico and Guatemala, and language suppression.
- Become more aware of the contributions of Latino people to American history in spite of oppression.

Compelling Question: How has the persisting narrative of the voyages of Columbus held long and short-term consequences for the formation and evolution of the identity of Puerto Ricans and Latinos?

Desired R	Results
Relevant Content Standards	Related Supporting Standards
From Connecticut Elementary and Secondary Social Studies Framework	From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening, Speaking)
Dimension 2 - Applying disciplinary concepts and tools	CCSS.ELA-LITERACY.WHST.11-12.1.A Introduce precise, knowledgeable claim(s), establish the significance of the claim(s),
WHIST 9–12.6 Analyze the way in which the perspective of those writing history shaped the history that they produced.	distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences the claim(s), counterclaims, reasons, and evidence.
GEO 9–12.2 Use maps, satellite images, photographs, and other	
representations to explain relationships between the locations of places and regions and their political, cultural, and economic dynamics.	From CT English Language Proficiency (CELP) Standards (i.e., Reading, Writing, Listening, Speaking and Language)

USHistory 9–12.12 Integrate evidence from multiple relevant historical sources and interpretations into a reasoned argument about the past.	CELP.9–12.2. An EL can participate in grade-appropriate oral and written exchanges of information, ideas, and analyses, responding to peer, audience, or reader comments and questions.
	From Social Justice Standards from "Learning For Justice" Identity 2. Students will develop language and historical and cultural knowledge that affirm and accurately describe their membership in multiple identity groups. From Teaching Hard History A 6–12 FRAMEWORK FOR TEACHING AMERICAN SLAVERY
	Key Concept 2: Slavery and the slave trade were central to the development and growth of the colonial economies and what is now the United States.
	SUMMATIVE OBJECTIVE 2: Students will describe the nature and extent of colonial enslavement of Indigenous people. 2.C European pursuit of enslaved Indigenous labor caused widespread warfare. Often, colonists financed or otherwise coerced their Indigenous allies to engage in wars with other Indigenous peoples for the purpose of acquiring people to enslave. Some Native nations initiated conflicts and captured profit from selling captives to Europeans.
	SUMMATIVE OBJECTIVE 3: Students will describe the slave trade from Africa to the Americas. 3.A. Western Hemispheric destinations of captive Africans included South America, the Caribbean and North America 3.C Europeans argued that dark skin color (which they hyperbolically described as "Black"), lack of Christianity and different styles of dress were evidence that Africans were less civilized. These were rationales for enslavement. Many believed that it was generally acceptable to enslave non-Christians.
Learning Outcomes	Critical Consciousness
Overarching Learning Objectives	Overarching Essential Questions

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LO2 Investigate the evolution and development of African American/Black and Puerto Rican/Latino identities, including intersections with Indigenous and other identities LO4 Examine the scope and legacy of resistance that has been integral to African American, Black, Puerto Rican, and Latino histories		time periods that Afrinclude? What are the Latino(a) diasporas? EQ4 FREEDOM, JU American, Puerto Ricijustice throughout his struggles been in sol EQ5 SOCIETY, ECC have African American American society, ecception and period and p	STICE, RESISTANCE How have African can and Latino people fought for freedom and istory and today, and in what ways have their lidarity with various other groups? DNOMY, AND CULTURE How and in what ways can, Puerto Rican and Latino people shaped conomy, and culture? LACE In what ways have geographies shaped cen shaped by it? What are the African American, tino histories of our region, and how do they relate
Theme/Content Specific Enduring Understandings		Th	eme/Content Specific Inquiry
For this Unit of Study, students will know and be able to Knowledge: • Examine the achievements and contributions of the Tainos, Aztecs, Incas, and Mayans to the evolution of Latino identity. • Evaluate the impact of Columbus and the Spanish on the Indigenous populations in the Americas. • Analyze the types of language suppression and scientific experimentation used by the American government against Puerto Ricans and why these approaches were used. Skills • Locate the Tainos, Aztec, and Incan empires in a map. • Carefully analyze primary sources to deepen understanding of growth of Indigenous societies and impact of European exploration.		 For this Unit of Study, to support self-discovery, identity development, and civic preparedness/actions, students will explore How do we know what we know about the Indigenous populations? Are there any limitations to what we know? Why do these limitations exist? What were the major accomplishments of the Taino, Aztec, Inca and Mayan civilizations? Why would Columbus and other Europeans think that members of these societies needed to be "civilized"? How has the American government treated Latinos throughout its history? What are the major reasons for this treatment? 	
	Evidence of L	earning	
Pre-Assessment/Common Misconceptions	Formative Assessmen Understand		Performance Tasks and Criteria/Project- Based Applications (Aligned with Compelling Questions)

Pre-Assessment: Teachers will facilitate review of prior knowledge using multiple True/False statements via Kahoot or Human Line-Up. Common Misconceptions: Columbus and the Spanish/Portuguese helped Native Americans to become "civilized" Columbus is seen as a hero by most Americans There are only a few times in American history where Latinos have been mistreated Latinos are treated as equals to Whites	 Debate Letter to elected official or Op-Ed assignment Discussion Questions Article Questions Primary Source Analytical Graphic Organizer Timeline creation Reflection written piece 	Remembrance Posters - Students will use Google Doc, Google Drawing, or hand drawing to create a remembrance poster for a Latino victim of violence. The artifacts are intended to create discourse of impact and to ensure stories regarding the challenges of the current Latino generation in the U.S. are being told in order to interrupt perpetuation of future acts of violence. Indigineous Museum Creation Project or News Broadcast
Lesson 2.1 The Tainos, Aztecs, Incas, and the Latino history Big Ideas/Topics to be Addressed, including	Learning Plan/Lesson Sequence Mayans: The critical hidden figures in Puerto Rican are Mayans: The Concepts and Terms	Duration: 5 Days Materials/Resources/Speakers
Who are the Tainos, Incas, Aztecs, and	Mayan? a, Triple Alliance (Aztec), Olmecs, Mayas] presence in s	The Tainos

Moscoso, Francisco, 1949-: Caciques, aldeas y población taína de Boriquén (Puerto Rico), 1492-1582 / 1. ed. San Juan, P.R.: Academia Puertorriqueña de la Historia, 2008

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Introduce the purpose and the objectives of the unit with a pre-assessment. Have students brainstorm names of Indigenous tribes, and what they know about Indigenous and African populations. Ask the class, do these tribes still exist? Why or why not? Discuss.

Activity: Students break down the origin of Indigenous American myths using the <u>Indigenous Myths</u> <u>Slides and Activity</u> that introduces the basic idea of Native Americans, known stereotypes, and lies people have been taught throughout history. Students match the 1491 excerpt to the myth it disproves to provide the counterstory.

Closing: Students share the most shocking fact they learned about Indigenous populations.

Day 2

Initiation: Students discuss any Indigenous tribe that they are familiar with, focusing on Latin America. As a class, create a list of the major tribes: Tainos, Arawaks, Kalina, Caribs, Triple Alliance (Aztecs), Olmecs, Mayas, Incas.

Activity: Explore/View/Discuss <u>Lost History: Rediscovering the Taíno People</u> (8:33) Students watch/listen and write individual notes to answer: Who are the Taíno People? What are two interesting facts you learned?

Closing: Students Pair-Share-Square interesting facts.

Day 3-5

Home Links/Reflections to Affirm Identity

Survey the class and see if there are students who have a family member from a country in Latin America and/or the Caribbean. Ask the student(s) to share their known facts about indigeneity in their culture with the class.

Consider having students create a video/written reflection on their interview with a family member about indigeneity in their culture.

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Initiation: Focus on the lives of the Taino tribe by viewing The Last Taíno [full documentary] through	
Edpuzzle: The Last Taino Documentary and answer the guiding questions. (This can be given	
for homework after Day 2.)	
Activity: Students explore other major Indigineous groups of Latin America by creating an on-line	
museum <u>Indigenous American Museum Project</u> or a news broadcast <u>Indigenous America News Broadcast</u>	
for a particular Indigenous group.	
Activity: Students review each other's online museum or news broadcast using Evaluation of Museum	
and News Broadcast Activity to provide feedback and facilitate class discussion about Indigenous	
populations.	
populations.	
Closing: Exit Slip - How would you rewrite history based on what you know now?	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Students read and write a monologue or a poem about what they think "Four Hundred Years of Solitude" is about (Chapter 2 of the book "War Against ALL Puerto Ricans")	Speaker to talk about the Tainos, Incas, Mayas, and/or Aztecs
Rewriting History—for the Better- Students think about how the information learned relates to Native Americans in the U.S.	
Lesson 2.2 Columbus and His Actions in the Caribbean	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Real history and impact of Columbus Treatment of Indigenous People 	A People's History of the United States by Howard Zinn
	Abolish Columbus Day Campaign
	The People v Columbus Teaching Activity
	You've Been Lied To: The Real Columbus
	Abolish Columbus Day Resources & Tools
	Abolish Columbus Day Resources & Tools Removal of Columbus Statues

CONNECTICUT PUBLIC ACT NO. 19-12 page 159 1492 -- Christopher Columbus

Columbus in American History

How Columbus Sailed Into U.S. History, Thanks To Italians

Lesson Plan: Columbus Day or Indigenous People's Day?

More cities celebrating 'Indigenous Peoples Day' amid effort to abolish Columbus Day

Why Columbus Day Courts Controversy

Indigenous Peoples' Day, meet the survivors of a 'paper genocide'

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1

Initiation: Give students the opportunity to discuss what they learned about Christopher Columbus and his legacy in previous history classes and what they think about current-day debate of removal of Columbus statues.

Activity: Use Zinn's "A People's History of the United States" segment (hyperlink to be added) to give Columbus' first thoughts as he walked into Hispaniola. Provide students with the People v Columbus activity handout for research and to structure class debate. Students should draw from a variety of primary and secondary sources to support stance. (hyperlink to be added with teacher tips and quidance).

Day 2

Initiation: View/Discuss Trevor Noah video on Columbus Day What's with Columbus Day? | The Daily Social Distancing Show.

Home Links/Reflections to Affirm Identity

Ask parent/guardian what they know about Columbus' history.

Have students share with their parents their campaign to abolish or keep Columbus Day.

Students ask parents their thoughts on this new learning in regards to the real "Christopher Columbus."

Activity: In small groups, students read article found in Columbus Day and Statute Activity and use Final Word Protocol https://schoolreforminitiative.org/doc/final word.pdf to discuss what they think about abolishing Columbus Day and replacing it with Indigenous Peoples' Day. Students contribute to creation of written statement/mini presentation for the Board of Education using evidence to support recommendations regarding the future of Columbus Day in district. Closing: Students use an exit ticket to identify what more they believe they need to learn regarding the impact that Columbus' actions had in Puerto Rico and in Latin America. Options for Content Continuity Across History Courses and Interdisciplinary Integration English Humanities Political Science	Extensions/Experiential Opportunities Take action on local or state level to consider October 12 as Indigenous Peoples Day and Italian American Heritage Day
Lesson 2.3 Bartolomé de Las Casas Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Duration: 1 Day Materials/Resources/Speakers
 Characterization of the Indigenous People by Bartolome de Las Casas Characterization of Columbus by Bartolome de Las Casas Counterstory: examining a different perspective on discovery 	Bartolomé de las Casas and 500 Years of Racial Injustice A Brief Account of the Destruction of the Indies by Bartolome de las Casas Extract from Columbus writings Internet History Sourcebooks Project Open your Hearts: A Dominican Friar speaks out, Adapted from the writing of Bartolome de Las Casas
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity
Day 1	Share with parent/guardian examples of new learning/counterstory

Initiation: Provide background Information on Bartolomé de las Casas and engage students in close read of excerpt from A Brief Account of the Destruction of the Indies and excerpt from sample of Columbus' journal entries Internet History Sourcebooks Project as examples of counterstory. Activity: In small groups, students analyze segments of A Brief Account of the Destruction of the Indies about Bartolomé de Las Casas. Students engage in "critical inquiry discussion" regarding their new learning using Reciprocal Teaching Protocol http://www.adlit.org/strategies/19765/. Teachers check for students' understanding of the impact that Bartolomé de Las Casas had on exposing the atrocities of Columbus' treatment of Indigenous People that resulted in their conversion to Christianity. **Evidence of Learning**: Students write an op-ed or letter to an elected official to request a proclamation recognizing Indigenous people on Columbus Day. Closing: Teachers check for students' understanding of the impact that Bartolomé de Las Casas had on exposing the atrocities of Columbus' treatment of Indigenous People that resulted in their conversion to Christianity. **Options for Content Continuity Across History Courses and Interdisciplinary Integration Extensions/Experiential Opportunities** The Danger of a Single Story Chimamanda Enalish Ngozi Adichie: The danger of a single story | History TED Talk Arts Science

Lesson 2.4 Treatment of Indigenous by the Spaniards	Duration: 1 Day
 Big Ideas/Topics to be Addressed, including Key Concepts and Terms Impact of the treatment of Indigenous population had for Latin America and the Caribbean Impact created/cause/transformed into a "new society" Vocabulary: Assimilation 	Library of Congress Explorations and Encounters Primary Sources Eitan Ginzberg, The Destruction of the Indigenous Peoples of Hispano America. A Genocidal Encounter. Eastbourne, Sussex Academic Press 2018 Request PDF Indigenous People and Boarding Schools: A Comparative Study (Note: Focus on Latin America and the Caribbean. Can choose some of the excerpts in this document as well) Columbus and the Taíno - Exploring the Early Americas Exhibitions
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity
Initiation: Review definition of assimilation as the "aftermath" for how Indigenous populations were treated by the Spaniards. Provide mini-lesson using primary sources related to the treatment of the Indigenous by the Spanish/Spaniards.	Share clip/excerpt from the reading with parent/guardian and gather responses/reactions.
1. Research and review primary sources, Explorations and Encounters - Exploring the Early Americas and Aftermath of the Encounter - Exploring the Early Americas to understand the factors for colonizing and the treatment of Indigenous populations. Write an analysis (Note: Teacher can provide an analytical graphic organizer, Free Graphic Organizers for Studying and Analyzing, to support student's analysis) that assesses the author's point of view, places the argument in a cultural context, validates the veracity and validity of the claim, and answers the following questions: Were the Indigenous populations forced or did they choose to assimilate? What were the benefits and/or consequences of assimilation for the Indigenous culture? Remember to provide at least two evidences of how Indigenous people resisted or assimilated to support claim.	

2. Critically analyze excerpts from Spanish Treatment of the Indigenous Societies from The	
Destruction of the Indigenous Peoples of Hispano America. Analyze ONE excerpt per category	
defined in the attached handout and use Google Slides to document. (hyperlink to handout to be added)	
Closing: Have students discuss how the "aftermath of the encounter, that forced assimilation" between Indigenous and Spaniards created, caused, or transformed a "new society."	

Options for Content Continuity Across History Courses and Interdisciplinary Integration Humanities

Anthropology

English

Extensions/Experiential Opportunities

Partner with a community member or organization to craft real cases about the topic students are studying. Invite the community partner to share their decisions, consequences and implications of their choices after students have analyzed the case.

Lesson 2.5 Anti-Latino Massacre Timeline

Big Ideas/Topics to be Addressed, including Key Concepts and Terms

- Violence manifested toward the Indigeneous populations after the arrival of Columbus in 1492
- How does violence manifestation 500 years ago compare to current transgressions against Latinos today?
- Demonstrate an understanding of the interconnected violence among the Indigenous, Africans, and Spaniards to understand how it manifested with scientific experiments

Note: The sensitivity of this topic may require adjustments with regards to how it is introduced, explored, and analyzed. Consultation is suggested to ensure not to invoke or perpetuate a traumatic learning experience.

Materials/Resources/Speakers

Anti-Latino Violence Article

Duration: 2 Days

The Long History of Police Violence Against Latinos | Time

The 'Forgotten' History Of Anti-Latino Violence In The U.S.

Police killings of Latinos lack attention, say activists

'We're suffering the same abuses': Latinos hear their stories echoed in police brutality protests

Activists: Police killings of Latinos go unnoticed, underscoring racial history

Why aren't more people talking about Latinos killed by police?

CONNECTICUT PUBLIC ACT NO. 19-12 page 164 2 responses to "Say Their Names: Latino Lives Lost to Police Brutality (OPINION)"

How George Floyd protests affect police shootings of Latinos

Police Kill A Latino Man In California, Admit He Didn't Have Gun

Borderland Crimes: The Porvenir Massacre

Mexican Lynchings in Texas

The dark history of "gasoline baths" at the border

Colombia Is Rising Up

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1

Initiation: Mini lesson on violence and its manifestation historically since the arrival of Columbus. Provide context on how anti-Latino violence has permeated through the years. Teach on the ways beliefs, values, and stereotypes that people may have enforced anti-Latino sentiments in the U.S.

Activity: Provide students the anti-Latino violence article from the LA Times, El Paso massacre was just the latest in long line of anti-Latino violence in the U.S, regarding the pattern of continued treatment of Latinos in the U.S. Teacher guides the class in creating an Anti-Latino Violence Timeline with eight (8) events ranging from 1849-2019 to demonstrate.

Day 2

Activity: Students discuss how violence has maintained the oppression of Latino people. Ideas that may be discussed: BLM, George Floyd, Andres Guardado protests, "All Lives Matter," Latino violence. Begin by giving a brief history of police video: Police: Last Week Tonight with John Oliver (HBO) (6:10-11:10).

Use either Google Doc, Google Drawing, or hand draw Remembrance Poster for a victim of violence. Remembrance Poster Instructions The artifacts are intended to create discourse of impact and to ensure stories regarding the challenges of the current Latino generation in the U.S. are being told in order to

Home Links/Reflections to Affirm Identity

Share posters with parents/quardians and gather responses/reactions using questions as prompts.

 interrupt perpetuation of future acts of violence. Students should create poster with the following questions in mind: What message are you (student) trying to convey? What are the challenges of memory and commemoration that are introduced in the poster you (student) created? What do you (student) think is most important for others to know about the person you are highlighting? What does the person's life and death demonstrate about the long-term experience of Latinos in the U.S.? Closing: Ask students to think of ways they can share this new knowledge with other students and family members. Have students also think about ways in which they can help eliminate bias, negative beliefs, and stereotypes about Latinos. 	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
English History Art	Compare and Contrast. Review Hispanic Pew research/data based on area of interest, including a comparison of how other ethnic groups have suffered violence in the US. Hispanics/Latinos - Research and data from the Pew Research Center
	the rew research center
Lesson 2.6: Scientific Experiments: Puerto Rico and Guatemala	Duration: 5 Days
Lesson 2.6: Scientific Experiments: Puerto Rico and Guatemala Big Ideas/Topics to be Addressed, including Key Concepts and Terms	
· ·	Duration: 5 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms Violence and experimentation on the identity of Latinos and Puerto Ricans Racial trauma Consequences and impact of the atrocities Transformation of a society as a result of anti-Latino violence Puerto Rico and U.S. relations regarding experimentation as a way to impact the culture	Duration: 5 Days Materials/Resources/Speakers Puerto Rico Pill Trials Article 8 Atrocities Committed Against Puerto Rico by the U.S Article

The Puerto Rico Pill Trials The Puerto Rico Pill
Trials | American Experience

Puerto Rican women were used for U.S. Experiments <u>Puerto Rican Women used for</u> U.S. Medical Trials

Birth Control Pill History: How Puerto Rican women were used to test the Birth Control Pill, May 9, 2017

Article on Radiation experiments

Guatemalan women experimentation (hyperlink for video to be added)

The Bitter Pill: Harvard and the Dark History of Birth Control | Magazine

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1-2

Initiation: Mini-lesson about some of the experiments that were perpetrated on Puerto Rico by the U.S. using <u>8 Atrocities Committed Against Puerto Rico by the U.S</u> and <u>The Guatemala Experiments</u> as resources.

Activity: Students watch video <u>Guatemalan Experiments Activity</u> and answer questions included in Edpuzzle. (Note: this type of activity is an effective scaffold for English Learners)

Day 2

Activity: In small groups, students create a chart of examples of scientific experiments (what, who, why, when, where, and how), including contributions to the field of medicine and society-at-large in the U.S. Students use the following handout as a guide: American Atrocities towards Puerto Rico

Closing: Engage students in class discussion regarding, How should we acknowledge the atrocities of our past when we tell our history? Spiral back to Semester 1 Unit 5 Lesson 5.1 Day 3 regarding Tulsa Massacre and Red Summer.

Home Links/Reflections to Affirm Identity

Select video watched during class or in the resource link and have students share with their parents/guardians and discuss their learning.

Day 3-4

Activity: Students will view <u>La Operación/The Operation</u> and discuss ethical dilemma, including why unknown and benefits that may have resulted for society in general.

Closing: Engage students in class discussion regarding, How should we acknowledge the atrocities of our past when we tell our history? Spiral back to Semester 1 Unit 5 Lesson 5.1 Day 3 regarding Tulsa Massacre and Red Summer.

Day 5

Activity: Students read a sample of poetry about resiliency of Puerto Ricans and Latinos and create a Twitter response using the following hashtags: #Latinosareresilient or #PuertoRicansrise or #Latinosrise.

Poetry Examples:

- Poor to Rico- Caridad de La Luz, Poor To Rico in Washington DC
- Puerto Rican Obituary- Pedro Pietri, <u>Puerto Rican Obituary by Pedro Pietri</u> <u>1968 Pedro Pietri Puerto</u> Rican Obituary
- Ode to the Diasporican- Mariposa, <u>Poem: Ode to the Diasporican</u>
- Preciosa- Rafael Hernandez, <u>Preciosa Performed by Marc Anthony</u>
- Lamento Borincano- Rafael Hernandez, <u>Musical Mix: Lamento Borincano PJ Sin Suela | Kristal</u> Fonrodona
- Here- Sandra Maria Estevez, <u>Sandra Maria Esteves: Here</u>

Closing/Evidence of Learning: Compare the parables of the Canary in the Mine and the Phoenix of the Ashes. Discuss what good came out of these tragedies. Students write or depict how the sacrifices of Latino people resulted in benefits to the Nation.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Students can write an op-ed or letter to a U.S. Senator from Connecticut opposing the unknown participation of Latinos and Puerto Rican people in these experiments.

Extensions/Experiential Opportunities

Think about if "anything good came out of all these experiences, what did resiliency, empowerment, resistance, and defiance have to do with it?

Students can research if the U.S. experimented with people from other Latin American countries.

Lesson 2.7 Language Suppression in Puerto Rico, Latin America, and the U.S.

Duration: 2 Days

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Big Ideas/Topics to be Addressed, including Key Concepts and Terms

- Language policies as the means to ensure power and privilege
- Use of language suppression as a resistance tool by Puerto Ricans and other Latinos
- The intersection of Language and Identity
- Language suppression as a form of colonialism

Materials/Resources/Speakers

Puerto Rico, School Language Policies: Encyclopedia of Bilingual Education

Spanish to English in U.S.

Speaking Spanish becoming dangerous in America

ALOUD: Voices from the Nuyorican Poets Café by Martin Espada and Tato Laviera

Peyo Merce Ensena Ingles story

The Never Ending Story of Language Policy in Puerto Rico

The Singularity Strange Story of the English Language in Puerto Rico

The Colonialism of the English Only Movement

Understanding Perceptions of Language Threat: The Case of Puerto Rico, Caribbean Studies. Volume 44 No. 1-2, January-December 2016, pp. 167-186

Language and Empire: Elizabeth Kneipple's Colonial History of Puerto Rico. Author: Solsiree Del Moral. Centro Journal, Vol 31(1), Spring 2019

President Roosevelt speech on December 11, 1906: Message Regarding the State of Puerto

Bilingual Education Traces Its U.S. Roots to the Colonial Era

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Begin by asking students if everyone in the U.S. should be obligated to speak English. Record their thoughts and beliefs on "English only." Ensure that all perspectives are heard, reminding students of agreements for safe and brave learning space. (This should include reading of one article regarding Spanish language suppression in the U.S. after Lesson 2.6 Day 3.)

Activity: Choose and read a poem of resistance from ALOUD: Voices from the Nuyorican Poets Café by Martin Espada and Tato Laviera. To complement article, read and write/depict response to one of the following prompts:

- How did the use of English support the notion of colonialism and assimilation for Puerto Ricans?
- What were the effects or consequences of language suppression for different Puerto Ricans and Latinos?
- In what ways did language suppression facilitate resistance by the Puerto Rican community to overcome?

Day 2

Activity: Students select one of the following:

- 1. Using the following quote by President Theodore Roosevelt to immigrants from the mainland: "There is no room in this country for hyphenated Americanism. ... Any man who comes here ... must adopt the institutions of the United States, and, therefore,...must adopt the language which is now the native tongue of our people, no matter what the several strains in our blood may be. It would not be merely a misfortune, but a crime to perpetuate differences of language in this country." Write/depict synthesis about the dangers of language suppression.
- 2. Use the <u>Language Suppression in USA</u> summary and Final Word Protocol to discuss in small groups how language was suppressed in the U.S., incorporating own experiences or personal stories in response to the following questions:
 - What would you do differently if you had to deal with language suppression?
 - How do you advocate in ways that do not perpetuate language suppression?

Closing: Have students discuss if language suppression is happening in their high school, city/town, or state.

Home Links/Reflections to Affirm Identity

Family interview regarding beliefs and values on language of suppression.

Family members' interviews on their experiences with language suppression.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Students read anthologies from Puerto Rico about Language suppression (e.g., Terrazo by Abelardo Diaz Alfaro available in English and Spanish.)

Video of one of the stories in Spanish and English subtitles: <u>Peyo Mercé enseña inglés mov</u> or <u>Santa Clo va a la Cuchilla</u>

"Fifth of May-o" (from the "English Only" collection) Poem

Extensions/Experiential Opportunities

Advocacy Project in which students advocate for a language policy or consideration of language in current policy to support empowerment of Puerto Ricans and Latinos.

Semester 2

Unit 3

FOCUS ON PUERTO RICAN/ LATINO HISTORY

Sweat

Unit Template for African American/Black and **Puerto Rican/Latino Course of Studies**

Semester 2 – Focus on Puerto Rican/Latino History			
Title of Unit	Unit 3: Sweat	Timeframe	Late March-Late April (4 weeks/22 days)
Developed By	Daniel Bonet Ojeda, Heriberto Cajigas, Nitza Diaz	Revision Date	June 18, 2021
Summary of Unit			

In this unit, we walk through the sands of time to remember the blood, beauty, and sweat that contributed to the further development of the Puerto Rican and Latino social and economic structures. These cultures have demonstrated endurance and resilience during countless trials. Even through difficult times, they have nurtured their roots with their ancestors' culture. Perseverance, optimism, and fortitude are the hallmarks of Latinos' striving for equity. The permanent emotional connection with their culture and identity keep them reimagining their independence, economic growth, and prosperity.

In this unit, we will examine how the complex relationship between politics and economic policies helps us explain the current level and range of economic development in the region. Students will:

- Explore how colonialism impacted the development of Latin America societies during a period of social, economic "transformation."
- Examine and interpret how Latin Americans and Puerto Ricans constructed and interpreted racial, ethnic, class, and gender identities as a result of historic and economic experiences of enslaved Africans in Latin America and in Puerto Rico.
- Investigate the ways in which United States relations with Puerto Rico and Latin America help or hinder social and economic growth.
- Examine specific role of Indigenous, Spaniards, and Africans in the formation of the Puerto Rican Nation.
- Evaluate how severe economic policies impact the economic growth of Puerto Rico and Latin America currently.

Compelling Question: How did power and hierarchy come together to create the social and economic structures of Puerto Rico and Latin America?

Desired Results		
Relevant Content Standards Related Supporting Standards		
From Connecticut Elementary and Secondary Social Studies Framework From CT Core Standards for English Language Arts (i.e., Writing, Listening, Speaking)		
Dimension 2 Applying disciplinary concepts and tools	CCSS.ELA-Literacy.RH.9-10.5 Analyze how a text uses structure to emphasize key points or advance an explanation or analysis.	
HIST 9–12.4 Analyze how historical contexts shaped and continue to shape		
people's perspectives (e.g., immigration, labor, the role of women).	From CT English Language Proficiency (CELP) Standards (i.e.,	
Reading, Writing, Listening, Speaking and Language)		
CIV 9–12.3 Analyze the impact of constitutions, laws, treaties, and international		
agreements on the maintenance of national and international order.	CELP.9-12.4.L.6 Acquire and use accurate general academic and domain-	
specific words and phrases, sufficient for reading, writing, speaking, and		

CIV 9–12.2 Evaluate the effectiveness of citizens and institutions in solving social and political problems. ECO 9–12.1 Analyze how incentives influence choices that may result in policies with a range of costs and benefits for different groups.	listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression. From Social Justice Standards from "Learning for Justice" Identity 4. Students will express pride, confidence and healthy self-esteem without denying the value and dignity of other people	
Learning Outcomes	Critical Consciousness	
Overarching Learning Objectives	Overarching Essential Questions	
LO2 INVESTIGATE the evolution and development of African American/Black and Puerto Rican/Latino identities, including intersections with Indigenous and other identities. LO3 ANALYZE how race, power, and privilege influence group access to citizenship, civil rights, and economic power. LO4 EXAMINE the scope and legacy of resistance that has been integral to African American, Black, Puerto Rican, and Latino(a) histories. LO8 EXAMINE examples of African American/Black and Puerto Rican/Latino action in addressing issues impacting their communities. LO9 IDENTIFY resources and opportunities for active engagement, learning, and civic responsibility. LO10 USE the inquiry cycle to take informed action. LO11 INVESTIGATE which elements of the Latino culture have influenced your daily life.	EQ4 FREEDOM, JUSTICE, RESISTANCE How have African American, Puerto Rican and Latino people fought for freedom and justice throughout history and today, and in what ways have their struggles been in solidarity with various other groups? EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African American, Puerto Rican and Latino people shaped American society, economy, and culture? EQ6 RADICAL IMAGINATIONS What do African American, Puerto Rican, and Latino history and culture teach us about radically reimagining new possibilities and more just futures? EQ7 SPACE AND PLACE In what ways have geographies shaped history, as well as been shaped by it? What are the African American, Puerto Rican and Latino histories of our region, and how do they relate to broader histories?	
Theme/Content Specific Enduring Understandings	Theme/Content Specific Inquiry	
 For this Unit of Study, students will know and be able to Knowledge: Examine the scope and legacy of colonization and resistance that has been integral to Puerto Rican and Latino populations. Evaluate the diverse experiences of the enslaved natives and Africans enslaved in Latin America. Analyze and describe the history of how U.S. relations and policies impacted both positively and negatively the social and economic development of Puerto Rico and Latin America. 	 For this Unit of Study, to support self-discovery, identity development, and civic preparedness/actions, students will explore What were the effects of the arrivals of "Conquistadores" on the Indigenous populations in Latin America and in Puerto Rico? What were the motivating factors for colonization? How did the slave trade affect Latin America? What were the implications of the integration of both the Indigenous peoples and Africans into colonial society? 	

Skills:

- Analyze primary sources representative of social, cultural, and political and economics of Latinos and Puerto Ricans during a specific time period
- Communicate more effectively in oral, written and artistic form.
- Identify and contextualize historical sources written from the perspective of "missing voice."

- All nations have different identities and the U.S. was formed with and by people of different origins and beliefs. Do those differences make the U.S. stronger?
- What aspects of African and Indigenous cultures remain today in Latin America?
- Was United States citizenship earned or given to Puerto Ricans?

Evidence of Learning			
Pre-Assessment/Common Misconceptions	Formative Assessments/Checks for Understanding	Performance Tasks and Criteria/Project- Based Applications (Aligned with Compelling Question)	
Pre-Assessment: KWL about what students know about the topics that will be studied in the unit	 Exit Tickets and 3 2 1 Venn Diagram Compare and Contrast "slavery" Debate on Encomienda system Socio-political-economic timeline 	Status of Puerto Rico Project Graphic Memoir Project	
3.1 Emergence of Latin American "People"	Learning Plan/Lesson Sequence		
Lesson 3.1-1 The arrival of the "Conquistadores" (1400s)	(transition to identity) and the Legacy of Colonialism	Duration: 3 Days	
Big Ideas/Topics to be Addressed, including	Key Concepts and Terms	Materials/Resources/Speakers	
 Consequences and impact of the arrival of Encomienda System Inequality vs. Inequity Women's roles 	colonizers	Spanish colonization Period 1: 1491-1607 AP US History Khan Academy Puerto Rico: Five Centuries of History by Francisco A. Scarano	
Vocabulary: Conquistadores, Encomienda System, Inequality, Inequity, Single Story		Chronology of Puerto Rico in the Spanish- American War - The World of 1898: The Spanish-American War (Hispanic Division Hispanic Exploration Classroom Materials at the Library of Congress	

Yeager, T. (1995). Encomienda or Slavery? The Spanish Crown's Choice of Labor Organization in Sixteenth-Century Spanish America. The Journal of Economic History, 55(4), 842-859.

The encomienda system from Khan Academy

Puerto Rico, Colonialism and Neocolonialism

On Indigenous Peoples' Day, meet the survivors of a 'paper genocide'

The Individualist Legacy in Latin America.

Gender and Race in Colonial Latin America. Women in World History: Case Studies

Hanger, Kimberly S. "The Most Vile Atrocities': Accusations of Slander Against María Cofignie, Parda Libre (Louisiana, 1795)," in Richard Boyer and Geoffrey Spurling, eds., Colonial Lives: Documents in Latin American History, 1550-1850, (Oxford University Press, 2000), 269-278.

Historia de Puerto Rico: Trayectoria de un pueblo. Author: Blanca Silvestrini

History of Puerto Rico. Author: Fernando Pico

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1

Initiation: Teacher introduces the purpose and the objectives of the unit with a pre-assessment. Students list all of the countries and the capitals that they know of Latin America and then write a sentence or bullets about what they know of each of the countries.

Home Links/Reflections to Affirm Identity

Students watch a video with their families and discuss things that they did not know about Indigenous populations in Puerto Rico.

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Teacher writes the word "Colonization" on the board and have students brainstorm ideas about what they know about colonization. Teacher conducts mini-lesson about the arrival of the colonizers.

Introduce the concept of multiple perspectives as it relates to the unit (e.g., how hard people of Latin America countries worked while continuing to be taken advantage of and oppressed. Stories of individual and collective perseverance eventually led to a new evolution of identity and resiliency.) Remind students that the history that they are going to learn about is not about one perspective, rather from multiple ways of knowing and sharing history.

Activity: Teacher provides context of how Spaniard arrival changed the labor system (e.g., <u>The Birth of Spanish America</u>). Then, students choose one of the four women from the reading to research answering the following:

- The most surprising part of this introductory reading. Explain.
- Name of person chosen
- Source
- 5 NEW facts

Day 2

Activity: Teacher starts by providing a mini-lecture "on the organization of labor for the purpose of God, Gold, and Glory" and introduces the first form of economic system called the Encomienda System. Students read, annotate, and discuss questions in pairs or as a class The Encomienda ANSWER SHEET.

Day 3

Initiation: Watch and discuss Chimamanda Ngozi Adichie: The danger of a single story.

Activity: In small groups, students research the varying viewpoints and perspectives on the Encomienda System of the enslaved Africans, enslaved Indigenous, and Spaniards/Colonizers. Students then prepare for debate from the perspectives that they researched answering the following questions:

- How was the Encomienda System similar to or different from slavery?
- How did/didn't the Encomienda System create/contribute to racial hierarchies?
- How do/don't we think about "the other"? Who gets to tell the history of Puerto Ricans and Latinos?

Closing: Students discuss understanding of how issues of inequality and desire for freedom influence culture and/or new cultural patterns in different countries of Puerto Rico and Latin America.

New research links ancient indigenous DNA to living Puerto Ricans

Compose a song with their families using African roots and/or Indigenous roots.

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Economics English (Please see resources for titles) Music	Before and After the Conquest: Indigenous Music"Mestizo" MusicAfrican-derived Music
Lesson 3.1-2 Bringing the New Labor Force	Duration: 2 Days

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Big Ideas/Topics to be addressed, including Key Concepts and Terms

- Impact of the system of labor that existed among Indigenous, enslaved Africans, and "free people."
- Slave trade in Latin America and the Caribbean for Africans and the Indigenous populations (e.g.,
- Which group of people supplanted the decrease in the Taino population?

Vocabulary: Plantation society, supplant, Spanish Colonial period

Materials/Resources/Speakers

Map of Slave of trade from Africa to the Americas

Trans-Atlantic Slave Trade www.slavevoyages.org

The Atlantic slave trade: What too few textbooks told you - Anthony Hazard

Juan Garrido

What it means to be Black in Brazil

The Spanish Colonial Period in relation to the Taino Population. Center for Puerto Rican Studies

SLAVERY IN PUERTO RICO

The Iberian Roots of American Racist Thought

Latin American & Caribbean Digital Primary Resources - Seminar on the Acquisition of Latin **American Library Materials**

Slavery, Freedom and Abolition in Latin America and the Atlantic World, Chapter on Slavery and Iberian Colonization, pages 9-18

López, C. A. (1975). Historia de Puerto Rico (1650-1700). Sevilla: Escuela de Estudios Hispano-Americanos, Consejo Superior de Investigaciones Científicas.

Méndez, F. R. & Navarrete, J. (1780) Plano de Pto. Rico en la isla de este nombre situado en 18°37' de latitud. N. y en 59°42' de long. O. de Cádiz. [?] [Map] Retrieved from the Library of

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Have students watch <u>The Atlantic slave trade: What too few textbooks told you by Anthony Hazard</u> after Lesson 3.1-1 Day 3. Discuss as a class using Padlet to activate prior knowledge/new learning. Have students highlight facts they didn't know or found interesting/shocking.

Activity: Students watch What were the differences between slave systems across the Americas? Choices Program and read the article from Gilderlehman Center that compares and contrasts U.S. and Latin American Slavery Historical Context: American Slavery in Comparative Perspective. Spend a few minutes discussing the video and the article with the students. Ask students to create a Venn diagram comparing/contrasting Slavery in North American and Central/South America with at least four different points in each section using Google Drawing activity.

Day 2

Activity: Students are divided into groups and each group receives a primary source photograph and/or painting to analyze. The photographs and/or paintings are images of "enslaved peoples" (African and Indigenous) experiences from 1600-1800 <u>Slavery Images</u>. Students use <u>Photo Analysis Worksheet</u> from the National Archives and Records Administration to analyze the images and discuss and infer about the daily life of enslaved people and their families in Latin America. Ensure that students are paying attention to social issues related to race, class, and gender.

Closing: Have students reflect on the following question: How did gender roles impact the labor force in Puerto Rico and Latin America?

Home Links/Reflections to Affirm Identity

Students read, discuss, and reflect with their families any new learning about Education during slavery in Puerto Rico. <u>Celestina</u> <u>Cordero: A Black Puerto Rican Educator During the Era of Slavery | Centro de Estudios Puertorriqueños</u>

Families who are Spanish speaking can use the following article: <u>Celestina Cordero: una</u> <u>maestra negra puertorriqueña en la época de la esclavitud</u>

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
English Humanities Economics	Students can visit a virtual museum and analyze paintings that depict the history of enslaved Africans and Indigenous people
	Create a presentation, write a short essay (2-3 pages), video, etc. The purpose of this activity is for students to compare two different "Free Womb" laws in the following countries and territory: • Argentina • Chile • Colombia • Cuba • Paraguay • Peru • Puerto Rico • Venezuela

Lesson 3.1-3 Race in Latin America: Caste or Social Hierarchy?	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Caste? Social Hierarchy? or Racial Hierarchy Gradation of Browns - colorism within Brown people Analyze the process by which "race" comes into being over the course of the 16th and 17th centuries in Spanish America Culture shapes how humans see the world Race in Latin America in a "Post Racial Society"? 	Las Castas – Spanish Racial Classifications The Construction and Function of Race: Creating the Mestizo The Spanish Colonial Casta System
Vocabulary: Caste System, Culture, Race	Spanish Caste System
	<u>Las Castas – Spanish Racial Classifications</u>
	<u>Labor, Slavery, and Caste in Spanish America</u> [APUSH Unit 1 Topic 5] 1.5
	Welcome · Slavery Images
	Looking at Middle Ground: Racial Mixing as a Panacea. Author Miriam Jimenez Roman
	The History of the Idea of Race and Why It Matters by Audrey Smedley
	Photographs Exploring What It Means to Be Black in Puerto Rico
	Pigmentocracies: Ethnicity, Race, and Color in Latin America. (2014). By Edward Telles.
	Race Migrations: Latinos and the Cultural Transformation of Race 1st Edition (2012) by Wendy Roth
	Culture as Knowledge: Do We see Reality or Reality Filtered through Culture? In Rice, Patricia C.,; McCurdy, David W., Strategies in

Teaching Anthropology 3rd Edition 2004, pp. 160-166.

Unsettling Colonialism: Gender and Race in the Nineteenth-Century Global Hispanic World. SUNY Series in Latin American and Iberian Thought and Culture. Albany: State University of New York Press, 2019

Black in Latin America (PBS Series)

Films:

- Pelo Malo (Venezuela, 2013)
- Dolares de Arena (Dominican Republic, 2014)
- De Cierta Manera
- La Playa D.C.
- Nana (Dominican Republic/US 2015, Only available in Spanish; no subtitles.
 Consider for an English Learner who may prefer to watch in Spanish)
- Ode to Pablo
- Our Land:Being Garifuna in Honduras

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1

Initiation: Begin by recapping Labor, Slavery, and Caste in Spanish America [APUSH Unit 1 Topic 5] 1.5 and have students write five facts from the video.

Activity: Introduce the Racial Caste system of Latin America by viewing and discussing When Worlds Collide | sistema de castas | PBS.

Day 2

Activity: Students read Spanish Caste System and compare how Latinos "fit into the American Racial Caste system" using the America's Enduring Caste System Worksheet with excerpts from NY Times article on caste system to conduct analysis (some students may also want to consider Black Pride). Students share their first-hand experiences or experiences of their family members regarding the intersection of race and class identities.

Closing: Students use exit ticket to reflect on whether or not they believe Latin America can claim it is a post-racial society.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Art English **Economics** Anthropology Humanities

Home Links/Reflections to Affirm Identity

Students explore cultural variation with their families. They can do the census activity (see resources for instructions) or have their families take the Cultural IQ Test understandingrace.org resources

Have students and their families view these photographs and discuss their thoughts about them. Photographs Exploring What It Means to Be Black in Puerto Rico

Extensions/Experiential Opportunities

Students read about the Utuado: When Things Fall Apart by Chinua Achebe and compare and contrast cultural change

Listen to Songs and Dances of Honduras | Smithsonian Folkways Recordings

Consider whether political cartoons are a form of art that can bring about social change. Have students share examples of political cartoons and identify what real people, if any, are depicted and how they are portrayed. Also, what symbols are included and what they represent. Discuss:

• What is the central message of the cartoon?

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	 What events or issues inspired the cartoon? What is socio-political impact of cartoon?
Lesson 3.1-4 Evolution of Identities: Indigenous, Africans and the rest of the people who wanted to be part of this evolution	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Historical chronology of ethnic groups that arrived in Latin America and in the Caribbean Identities created, re-created, or a new one? Social Structure of the evolved identities Ethnic Identity 	Open Veins of Latin America: Five Centuries of the Pillage of a Continent. Author: Educardo Galeano
 Social Identity Gender roles Indigenismo, Mestizaje, and "Blackness" Afro-Latinos 	If Cities Could Dance Puerto Rico's Bomba, A Dance of The African Diaspora Season 3 Episode 3
Afro-Puerto RicansGarifunas-Afro Latinos	"Changing Societies" from the book titled: Forgotten Continent: A History of the New Latin America. Author: Michael Reid
Vocabulary: Ethnic Identity, Social Identity, Indigenismo, Mestizaje,	A History Of Afro-Puerto Ricans
	Calle 13 - Latinoamérica (NEW English Subtitles)
	Afro-Latino: A deeply rooted identity among U.S. Hispanics
	Afro-Latinos Get PhotoShopped Into Latin American Beauty Standards
	The fascinating history and evolution of Afro- Puerto Ricans
	The fascinating history and evolution of Afro- Puerto Ricans
	Garifuna: A US-Honduran Story

ON OUR LAND: BEING GARIFUNA IN HONDURAS NPR Podcast "Garifuna: A U.S.-Honduran Story" (18 minutes):

Garifuna: A US-Honduran Story

When Worlds Collide | sistema de castas | PBS

And yo grandma, where she at? <u>Embracing Black</u> <u>Puerto-Rican Heritage</u>

Social structure of Colonial Latin America

Book review of *Living in Silverado: Secret Jews in the Silver Mining Towns of Colonial Mexico.*Albuquerque: University of New Mexico Press, 2019. Author of Book: David Glitz. Review by Rafaela Acevedo-Field.

Alejandro Portes and Kelly Hoffman. "Latin American Class Structures: Their Composition and Change during the Neoliberal Era." *Latin American Research Review* 38, no. 1 (February 2003): 41-82.

Scott, Joan W. "Gender: A Useful Category of Historical Analysis." *American Historical Review* 91, no. 5 (December 1986): 1053-75.

Puerto Rico: Five Centuries of History by Francisco A. Scarano (2005)

Childs, Matt. "The Degrees of African Identity" in a book titled: Slaves, Subjects and Subversives:

Blacks in Colonial Latin America. Albuquerque: University of New Mexico, pp. 209-245.

Ay, Ay, Ay de la Grifa Negra

Race, Front, and Center: Perspectives of Race among Puerto Ricans (2017), Edited by Carlos Vargas-Ramos

PALABRA Indigenous Voices - The PALABRA Archive at the Library of Congress - Research Guides at Library of Congress

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Teacher starts with a mini-lesson on the evolution of multiple identities. Ensure that students understand the meaning of Ethnic Identity and Social Identity.

Activity: Students choose from the following to write reflection:

- Calle 13's <u>Latinoamerica music video</u>
- Poem: And yo grandma, where is she at? <u>Embracing Black Puerto-Rican Heritage</u>
- Poem: Ay, Ay, Ay de la Grifa Negra
- Poem: Latino-Americanos: The Children of an Oscuro Pasado

Reflection Questions:

- What do you think the poem means?
- What intrigues you about the poem, video, or song?
- Were you surprised by anything?
- Did the song/video/poem remind you of any personal experiences?
- What does the poem/song/video say about identity?

Closing/Evidence of Learning: Students write their own <u>Identity Poem Project</u>. Teacher reviews directions with students and shares a personal example of a poem with the class.

Day 2

Home Links/Reflections to Affirm Identity

Students work on a self-awareness identity project by talking to their family members and friends about different aspects of identity. Students can use the Child of the Americas Poem and have their family members write their own poem.

Initiation: Discuss with students their beliefs about beauty standards based on race. Watch Afro-<u>Latinos Get PhotoShopped Into Latin American Beauty Standards</u> and have students post about how they relate to "normalized beauty standards." Review some of the student reflections and then have them watch/listen to "Afro-Latina" performed by Elizabeth Acevedo at Afro-Latina | Learning for Justice. Discuss: What do you think Elizabeth Acevedo is attempting to do (e.g., educate, create a mood)? What connections are there to history learned so far? What personal connections do they make? Activity: Dive specifically into a group of Afro-Latinos from Honduras called the Garifuna. Students choose between watching a short documentary or podcast to gather information and complete analysis: Garifuna Activity Closing: Discuss with students the assumptions and biases that might exist around Afro-Latinos, Afro-Puerto Ricans and "beauty standards," and how these assumptions affect racial, ethnic and socioeconomic identity of Puerto Ricans and Latinos. Options for Content Continuity Across History Courses and Interdisciplinary Integration **Extensions/Experiential Opportunities** Students read Poem: Child of the Americas by Humanities Aurora Levins Morales - Stephanie Youssef's **English** Anthropology Poetry Page by Aurora Morales-Levins and identify connections between the poem and the **Economics** social-historical context in which it was written. Students can create their own Child of the Americas Poem and present it orally in class or in a recorded video

3-2 Political Economy of Latin America Lesson 3.2-1: The Uneasy Neighbors: U.S. and Latin America relations Duration: 2 Days

Big Ideas/Topics to be Addressed, including Key Concepts and Terms Materials/Resources/Speakers U.S. views of Latin America Biden's Plans for Latin America: End 'Bully U.S. "Interventions" Dictating Policy' Latin America views on the U.S. U.S. policy in the region (e.g., Monroe Doctrine, Good Neighbor policy) Social Structure of Latin America • Economic development of Latin America **Economic Commission for Latin America and Vocabulary:** policy, intervention the Caribbean Chapter 3 in Dosal, Paul. Doing Business with the Dictators: A Political History of United Fruit in Guatemala, 1899-1944. Wilmington, DE: Scholarly Resources, Inc., 1993. Eric Paul Roorda, "Genocide Next Door: The Good Neighbor Policy, the Trujillo Regime, and the Haitian Massacre of 1937" (pages 301-319) Two Latin Issues Confront Nixon: Brazil and Peru Offer Tests for G.O.P. Policy (1969) Latin America: FTAs Generate Long Term Benefits Jose Marti, "Nuestra America" (Bilingual) A Century of U.S. Intervention Created the **Immigration Crisis** Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Home Links/Reflections to Affirm Asynchronous and Synchronous Learning Opportunities Identity**

Day 1

Initiation: Teacher provides a mini-lesson to engage students in review and discussion regarding U.S. and Latin American relations, policies, and "interventions" that have helped and hindered Latin American economic development. Teacher reviews a summary of the economy of Latin America using the <u>Google</u>

Students ask their family members: Does the U.S. have "Bully Dictating Policies" towards Latin America?"

Slides activity and provides directions for analysis and interpretation of data from 1850-2000. (The first two slides can be reviewed together and students can choose to complete the rest with guided practice or independently.) Students discuss the economy of Latin America and where it falls in the world.

Activity: Students demonstrate understanding of U.S. relations with Latin America and apply learning (hyperlink with rubric to be added) by selecting one of the following activities to work on individually or in small groups:

- 1. Mapping the Economy Students choose a Latin American Country and create a timeline of the economic path of the place they chose as it relates to U.S. intervention in Latin America.
- 2. Latin America in the News This activity is designed to help the student think about the connection between current events and Latin American history. Students identify a story from Latin America from a "credible" news source. (Students who prefer to read in Spanish can find stories from Spanish-speaking news sources.) Students create a presentation (5 minutes) describing the news story, its importance/significance, and how it demonstrates U.S. and Latin America relations.
- 3. Analyzing policy Students analyze U.S. policies and impact on Latin America (article on US intervention).

Day 2

Initiation: Have students share finished products via gallery walk. As a class, the teacher can support students in identifying the patterns and trends that students examined and discovered.

Activity: Have students view and discuss Harvest of the Empire (viewing quide to be added).

Closing: Have students create a tweet, Instagram post, etc. about their learning regarding U.S. and Latin American relations.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Political Science Geography English

Economics

Lesson 3-3.1 Royal Decree of Graces of 1815 (Real Cedula de Gracia): Why is this important?

3-3 Puerto Rican Sweat: The Legacy of U.S. Colonialism

Big Ideas/Topics to be Addressed, including Key Concepts and Terms

Definition of the Real Cedula de Gracia (Royal Decree of Graces)

Extensions/Experiential Opportunities

Students watch U.S.-created films about Latin America. Examples:

- Missing (1982)
- El Norte

Duration: 1 Day

Materials/Resources/Speakers

Royal Decree of Graces of 1815

• Impact that Cedula de Gracia had of the Economy of Puerto Rico

The history of Puerto Rico, from the Spanish discovery to the American occupation (focus between pages 160-163)

Archivo General de Puerto Rico. Real Cedula de Gracia

Real Cedula de 8 Septiembre 1777

<u>A little journey to Puerto Rico (for intermediate and upper grades)</u>

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Ask students to share words that come to mind when they hear the phrase: "The Legacy of U.S. Colonialism." Ask them to also share what they think it means. This lesson serves as transition of economic influences to autonomy granted to Puerto Rico from Spain.

Introduce students to Decree and the importance of how it provided Cuba and Puerto Rico with autonomy for Puerto Rico's path to independence from Spain. Have a classroom discussion of the history and the purpose of Real Cedula de Gracia and how it provided Puerto Rico and Cuba with autonomy. Introduce concept of Interest Convergence/mutual benefit as the Decree contained regulations to increase the White population of the islands.

Activity: Have students choose a primary source about the Royal Decree written in Spanish and use Google translate, as needed. Have them read the translated primary source and compare and contrast it to a primary source written in English. Ask students to post their reactions to the content of both sources reflecting on the following questions: How did this change the economic climate in Puerto Rico? What did autonomy look like for families?

Closing: Remind students that there seems to be very limited information on this Decree in English and close with asking them, How does this limited information help or hinder a true understanding of what this Decree meant for Puerto Rico's independence?

Home Links/Reflections to Affirm Identity

Students share with their families what they learned regarding the economy and autonomy of Puerto Rico before 1898.

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Humanities English	Students read archived articles from that time frame regarding the Autonomy of Puerto Rico before 1898 and compare it to the 2020 Colonial status.
Lesson 3-3.2 U.S. Occupation of the Island	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Interest of United States in Puerto Rico Beginning of the U.S. colony era U.S. governing style in Puerto Rico (Military rule of Puerto Rico) 	Radical Contexts: Puerto Rican Politics in the 1960s and 1970s and the Center for Puerto Rican Studies," Centro Journal XXI, 2 (Fall 2009): 221-255. R
	The Spanish-American War - Explained in 11 minutes
	Puerto Rico: Five Centuries of History by Francisco A. Scarano
	Autonomy of War of a National Identity Autonomy and War In Search of a National Identity: Nineteenth and Early-Twentieth- Century Puerto Rico Articles and Essays Puerto Rico at the Dawn of the Modern Age: Nineteenth- and Early-Twentieth-Century Perspectives Digital Collections
	July 25, 1898: U.S. Invades Puerto Rico
	PBS resources: Spanish-American War
	Article: <u>U.S. forces invade Puerto Rico -</u> <u>HISTORY</u>
	The Colonial Status https://youtu.be/1jTMzIkWsKs

<u>Puerto Rico: The Invisible and Recurring</u> <u>Social Struggles in the Oldest Colony in the</u> World

<u>Puerto Rico's Complicated History with the</u> United States

Colonial Lessons: The Politics of Education in Puerto Rico, 1898–1930 | The American Historian

The U.S. Navy's Toxic Playground: Vieques, Puerto Rico https://youtu.be/uluOaP697NA

<u>The All-Too-Real Consequences of Military War Games</u>

Residents of Vieques, Puerto Rico, Are Struggling to Deal With a Public-Health Crisis

<u>Environmental Conflict and Cultural Solidarity:</u>
<u>The Case of Vieques</u>

Research Guides: A Latinx Resource Guide:
Civil Rights Cases and Events in the United
States: 1999: Viegues Island Protests

H.R.1645 - Vieques Recovery and Development Act of 2011, 112th Congress (2011-2012)

<u>Biblioteca Digital Puertorriquena: Puerto Rican</u> <u>Digital Library</u>

Military Government in Puerto Rico - The World of 1898: The Spanish-American War (Hispanic Division)

Chronology - The World of 1898: The Spanish-American War (Hispanic Division

Maps and modules from the Center on Puerto Rican studies in New York

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1

Initiation: Start by reading quote that pertains to the U.S. occupation of Puerto Rico during the Spanish-American War and ask students to discuss what they think the quote means.

Cuba y Puerto Rico son de un pajaro las dos alas reciben flores o balas sobre unmismo corazon. (Translation: Cuba and Puerto Rico are the two wings of a bird -- they receive flowers and bullets in the same heart.) - Lola Rodriguez de Tio

(https://ciudadseva.com/texto/cuba-y-puerto-rico-son-de-un-pajaro-las-dos-alas/ This verse was written more than a century ago, at the height of pro-independence fervor sweeping the sister islands of Cuba and Puerto Rico.)

Students may not know much about the U.S. occupation, but this is an opportunity to get some background knowledge from the students. Have students discuss, Why did the U.S. invade/occupy/acquire Puerto Rico? Then, provide students with a mini-lesson on the history of the U.S. occupation of the island that gives them an overview of the reasons U.S. occupied Puerto Rico, including a timeline of U.S. colonization in Puerto Rico and ways in which the U.S. "governed" Puerto Rico using its military, noting that Puerto Rico was under military rule at the time of U.S. occupancy.

Activity: Students read excerpts from <u>U.S. Acquires Puerto Rico</u> that explains the circumstances behind taking over Puerto Rico. Have half of the class read the excerpts with the odd numbers and the other half read the even numbers. Then, have students use the following: U.S. takes over Puerto Rico: Activity

Home Links/Reflections to Affirm Identity

Students watch a documentary with their families and reflect on the U.S. occupation of the island of Puerto Rico.

Virtual visit to Museum of Art in Puerto Rico that highlights artifacts and paintings during U.S. occupation. Link: Museo de Arte de Puerto Rico.

	<u></u>
worksheet to summarize and share their findings with a classmate who read the opposite excerpts.	
Closing: Teachers assign different points of view for students to prepare for debate as to whether the U.S. occupied, invaded, and/or acquired the island.	
Day 2	
Activity: Students debate if U.S. influence on Puerto Rico was negative, positive, or a combination of both.	
Closing: As result of debate, students complete Exit Slip identifying their perspective as to whether the U.S. occupied, invaded, and/or acquired Puerto Rico. (Teacher will report out aggregate results at the beginning of the next lesson.)	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Political Science English Sociology Geography	Bill Analysis Research Guides: A Latinx Resource Guide: Civil Rights Cases and Events in the United States: 1999: Vieques Island Protests

Lesson 3.3-3 All of these Acts: Jones Act, the Foraker Act: Who benefits?	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
CitizenshipForaker ActJones Act	Puerto Rico: Five Centuries of History by Francisco A. Scarano (2005)
 936 Section of the IRS Immigration guidelines for Puerto Ricans' Supreme Court 1902 Insular case Example: Puerto Rican Farm Worker 	Society and the Economy in Early Nineteenth Century Puerto Rico
·	From Foraker to María
Vocabulary: disenfranchised	The root of Puerto Rico's crisis: Colonialism
	Research Guides: A Latinx Resource Guide: Civil Rights Cases and Events in the United States: 1917: Jones-Shafroth Act
	Rojas, B. (2017). Notes on the Return to the Island. New York: Grand Concourse Press.
	U.S. Citizenship in Puerto Rico: One Hundred Years After the Jones Act
	Why Puerto Ricans Did Not Receive U.S. Citizenship So They Could Fight in WWI Centro de Estudios Puertorriqueños
	Operation Bootstrap / Operación Manos a la obra 1983
	Puerto Rico & Joseph B. Foraker Act
	The Foraker Act
	One Hundred Years After the Jones Act
	<u>LEY FORAKER FINAL 1</u> (Spanish language video. Use subtitles in English for translation)

Sonia Sotomayor | Law Library of Congress Hon. Sotomayor speech on the status of Puerto Rico (hyperlink to be added) Political Wine in a Judicial Bottle: Justice Sotomayor's Surprising Concurrence Puerto Rico in Crisis Timeline | Centro de Estudios Puertorriqueños Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Home Links/Reflections to Affirm Asynchronous and Synchronous Learning Opportunities Identity** Day 1 Provide students with "the quad" journal handout and use it to interview their family **Initiation:** Provide a mini-lesson about the different acts and offer students the opportunity to critically members about what they know regarding analyze how the acts hinder and/or benefit the Puerto Rican community and culture. Puerto Rico. Activity: Students complete jigsaw activity in four small groups (Foraker, Jones, 936 Section, Insular Cases) examining each Act for impact on economy and citizenship. Day 2 **Activity:** Students independently write an argumentative essay (with appropriate scaffolds) using single or multiple Acts to claim whether U.S. citizenship was earned or given to Puerto Ricans. Students need to be able to evidence the counterclaim of people's desire for independence vs. citizenship applying notions of disenfranchisement and interest convergence. (need to insert rubric for argumentative essay) Closing: Ask students to share their new learning regarding the citizenship "rights" given to Puerto Ricans. Students reflect on the following: why were Puerto Ricans given "only certain citizenship rights" and not all of them (e.g., religion)? **Options for Content Continuity Across History Courses and Interdisciplinary Integration Extensions/Experiential Opportunities** Political Science Students read an ethnography about working conditions and economic conditions of the Humanities English

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	island after the "arrival" of the U.S. (reference to be added)
Lesson 3.3-4 The Paradox of Puerto Rico: Nation? Estado Libre Asociado (Associated Free State)? Colony? And Its Relationship to the Island's Social and Economic Policies	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Understanding of Puerto Rico as a nation U.S. impact on Puerto Rico's identity as a nation Understanding of the Commonwealth (Associated Free State) of Puerto Rico Continued influence of legacy of Colonialism Understanding the conundrum of citizenship for Puerto Ricans on the island Supreme Court definition of Puerto Rico legal status History of the referendum in Puerto Rico Citizenship in Puerto Rico differs from citizenship in the U.S. 	Puerto Rico, Colonialism, and Neocolonialism. Author: Gibrán Cruz-Martínez Puerto Rico: Five Centuries of History by Francisco A. Scarano (2005) Citizenship Symposium Centro de Estudios Puertorriqueños Constructing a Colonial People: Puerto Rico and the United States: 1898-1932. Boulder, CO: Westview Press Yes, Puerto Ricans are American citizens Mark Joseph Stern, "The Supreme Court Deals a Blow to Puerto Rican Sovereignty" Slate, June 9, 2016. 15-108 Puerto Rico v. Sanchez Valle (06/09/2016) Puerto Rico v. Sanchez Valle Bernardo Vega
	Puerto Rican National Anthem: La Borinquena (need to insert hyperlink)

The Last Colony(video): The Last Colony -FULL FILM - EMMY Winner Juan Agustin Marquez Puerto Rico's Case Before the UN The International Place of Puerto Rico Special Committee on Decolonization Approves Text Calling upon United States Government to Expedite Self-Determination Process for Puerto Rico | Meetings Coverage and Press Releases As Puerto Rico nears first-ever gold medal, a complicated Olympic history reemerges How Monica Puig's Gold Medal Complicates The Argument for Puerto Rico's Statehood 23% of Puerto Ricans Vote in Referendum, 97% of Them for Statehood (Published 2017) Puerto Rico ¿elegirá independencia? en plebiscito de 11 de junio Statehood for Puerto Rico? Lessons from the last time the U.S. added a star to its flag Puerto Rico in Crisis Timeline | Centro de Estudios Puertorriqueños https://www.aaihs.org/racialization-worksdifferently-here-in-puerto-rico-do-not-bringyour-u-s-centric-ideas-about-race-here/

Geography Political Science

English

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Home Links/Reflections to Affirm Asynchronous and Synchronous Learning Opportunities Identity** Discuss with family members the "unique" Day 1 status of Puerto Rico in its connection with the United Status. Discuss: **Initiation:** Have students make a list about what they know regarding the status of Puerto Rico currently. Political status of Puerto Rico on the island. **Activity:** Students research headlines from newspaper archives regarding youth in Puerto Rico in the • Citizenship rights of Puerto Ricans 1900s. Have students create a presentation with the following prompts: who live in the island versus the ones • How is the media shaping perceptions about young people from that era? who live in the contiguous U.S. • What parts of the story are being emphasized or under-emphasized • Would you change how the media reports on youth? Day 2 Activity: Create small groups of students and have them discuss/debate one or both of the following prompts using evidence from above: • Is Puerto Rico a commonwealth or a Colony of the United States? Are Puerto Ricans considered "second class" citizens by the United States? What does race have to do with it? Closing: Students complete Exit Slip, Do you think most people who live in the continental United States are aware that Puerto Ricans are U.S. citizens and that the island of Puerto Rico is part of the U.S.? If you answered 'no' or aren't sure, why do you think that is? Options for Content Continuity Across History Courses and Interdisciplinary Integration **Extensions/Experiential Opportunities**

Students read poetry from Tato Laviera

Cofer: A Line in the Sun

Students read and analyze ethnography titled:

A Puerto Rican in New York or Judith Ortiz

Lesson 3.3-5 The Role of the U.S. as a Neighbor/Colonizer: The Economic Impact of Operation Bootstrap, PROMESA, Hurricane Maria, and the Earthquake	Duration: 4 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Operation Bootstrap impact to the economy The PROMESA and the Junta The PROMESA and its relationship to Puerto Rico's Colonial status Economics of Hurricane Maria 	PBS NewsHour Hurricane Maria still taking a tolon Puerto Rican elderly Season 2018
	Sotomayor Helps Puerto Rico Argue Its Bankruptcy Case
	Leaked text messages a 'tipping point' for Puerto Ricans Season 2019
	Puerto Rican Voices S4E10: Rebuild Puerto Rica Centro de Estudios Puertorriqueños(Center for PRican Studies)
	The Puerto Rican Protests: A Lesson in Democracy
	Vita Ayala, <i>Puerto Rico Strong: A Comics Anthology Supporting Puerto Rico Disaster.</i> Diamond, 2018.
	Edgardo Miranda-Rodríguez, et al., Ricanstruction: Reminiscing and Rebuilding Puel Rico. Somos Arte, 2018.
	Quantifying inequities in U.S. federal response to hurricane disaster in Texas and Florida compare with Puerto Rico
	Puerto Ricans' Struggle Against U.SImposed Austerity Heats Up

Young Boricuas Have Been Camped Out For a Month Protesting PROMESA. Meet the Faces Behind the Movement.

<u>Puerto Rico's Joyful and Committed Days of Protest</u>

<u>Puerto Rico Protesters Got Creative: Dancing, Singing, Diving... (Published 2019)</u>

Why Bad Bunny Wants Puerto Rican Youth to Take the Streets

#RickyRenuncia: The Powerful Symbols in Puerto Rico's Historic Uprising

<u>Protests Erupt in San Juan as Obama Forms</u> <u>Unelected Control Board to Run Puerto Rico</u>

<u>The Puerto Rico Fiscal Board Meeting Video You</u> Very Likely Haven't Seen Yet

<u>The Battle for Paradise: Naomi Klein Reports from Puerto Rico</u>

<u>Donald Trump Throws Paper Towels in Puerto</u> <u>Rico</u>

What is Monsanto doing in Puerto Rico? What is Monsanto doing in Puerto Rico? | AJ+

After the Hurricane: We Don't Rebuild, We Transform

<u>Puerto Rican Exodus: One Year Since Hurricane</u> Maria

Progresso about the Economy of Puerto Rico

Puerto Rico in Crisis Timeline | Centro de Estudios Puertorriqueños

La Santa Mirada: MI+SANTA+MIRADA HD

<u>Supreme Court Deals Blow To Puerto Rican</u> Government -- And Gives Hope To Puerto Rico

<u>Will Congress Thwart Puerto Rico's Best Chance</u> for Relief?

<u>Supreme Court Rules Against Puerto Rico Debt</u> Recovery Act

<u>Puerto Rico in Crisis Timeline | Centro de Estudios Puertorriqueños</u>

<u>The Supreme Court Denies the Self-Determination of U.S. Territories</u>

La generación del estanbai en Puerto Rico (documental sobre la precariedad laboral) by Juan C. Dávila (may be subtitled in English)

Lourdes, D., U.S. Tax Imperialism in Puerto Rico. (2015). American University Law Review, 65(1)

Repeating Islands of Debt: Historicizing the Transcolonial Relationality of Puerto Rico's Economic Crisis, Radical History Review 128 (2017)

Wealth Extraction, Governmental Servitude, and Social Disintegration in Colonial Puerto Rico

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Revisit perpetuation of SWEAT and economic influences on Puerto Rican community and culture. Start with a review of a timeline of how the economic crisis evolved.

Day 2

Activity: Teacher provides summary of Operation Bootstrap, Debt Crisis, and Hurricane Maria and engages students in development of socio-political-economic timeline demonstrating lived experience of Puerto Rican people through these times.

Day 3

Activity: Students conduct document analysis using Honorable Sonia Sotomayor writing on the status of Puerto Rico. Students develop point of view of how the island status was affected by recent challenges faced (Puerto Rican debt, bankruptcy status, PROMESA, Hurricane Maria, etc.) responding to the following prompts:

- How does PROMESA help Puerto Rico's Debt?
- How does PROMESA hinder Puerto Rico's autonomy?
- Who benefits from PROMESA? If there is a benefit, how does it happen?

Closing: Students write journal reflection of information known/unknown and why considering different socio-political-economical influences.

Day 4

Initiation: Ask students to discuss with one another what happened during Hurricane Maria, exploring known/mainstream and unknown stories.

Activity: Students choose one of the following:

- 1. Imagine a beneficial relationship between Puerto Rico and the U.S. Have students create a news clip answering the following question: What is the role of the federal government after a disaster?
- 2. Analyze lyrics of two songs (example of songs are listed in materials) about PROMESA, #RickyRenuncia protests, or any other challenge that the island has faced recently to

Home Links/Reflections to Affirm Identity

Students and their families watch

The Island Next Door: Puerto Rico and

Connecticut After Hurricane Maria | The Island

Next Door: Puerto Rico & CT After Hurricane

Maria and reflect on what they learned regarding

Puerto Rico and Connecticut after Hurricane

Maria.

understand impact of time and write about influence on Governor's decision to resign. (Note, majority of songs are in Spanish, making a good choice for Spanish-speaking students or requiring use of Google translate.) Closing: Have students discuss what surprised them about the relationship between the U.S. and Puerto Rico and share it in a tweet/Instagram post.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration English Political Science Music	Students read and examine stories of Puerto Ricans who migrated to New York because of the economic crisis. Use the video clips and lessons from PBS on Latino Americans to explore. Students explore advantages and disadvantages of Puerto Rico staying a commonwealth of U.S., becoming an independent nation, or becoming a state.

Semester 2

Unit 4

FOCUS ON PUERTO RICAN/ LATINO HISTORY

Resistance and Defiance

Unit Template for African American/Black and Puerto Rican/Latino Course of Studies

	Semester 2 - Focus on Puerto Rican/Latino History			
Title of Unit Unit 4: Resistance and Defiance	Timeframe May-Early June			
	(4.5 weeks/ 23 days)			
Developed By Adrian Solis, Vanessa Sosa, Agnes Quino	nes, Gladys Revision Date June 18, 2021			
Labas, Nitza Diaz				

Summary of Unit

Coming from a place of frustration, discord, and suppression, Latinos, time and time again, have resisted the power and control of a group of people, governments, or institutions. Their resistance has always been part of their existence; however, this unit will focus on major times of resistance. Finally, we will look at other forms of resistance focusing on the arts and on the development/existence of underground economies within specific Latin American countries.

In this unit, students will:

- Explore the Latinos' fight for independence against Spain.
- Explore the nationalist movements against dictatorial/non-democratic leaders in the 20th century.
- Analyze the power structures within the United States that influence oppressing the people and voices of the Latino world.
- Examine how the arts serve as a form of resistance, strength and community building.

Compelling Question: With the diaspora in mind, how has the theme of resilience been illustrated in the past and present history of Latinos' battle for equity?

Relevant Content Standards	Related Supporting Standards
From Connecticut Elementary and Secondary Social Studies Framework	From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening, Speaking)
Dimension 2 Applying disciplinary concepts and tools	CCSS.ELA-LITERACY.RH.11-12.1 - Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights
HIST 9–12.5 Analyze how historical contexts shaped and continue to shape historical contexts.	gained from specific details to an understanding of the text as a whole.
	From CT English Language Proficiency (CELP) Standards (i.e.,
HIST 9–12.7 Analyze how current interpretations of the past are limited by the extent to which available historical sources represent perspectives of people at the time.	Reading, Writing, Listening, Speaking and Language)

publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically. From Social Justice Standards from "Learning For Justice" Diversity 9. Students will respond to diversity by building empathy, respect, understanding and connection.
Critical Consciousness
Overarching Essential
EQ3 POWER What do African American, Puerto Rican, and Latino histories reveal about the United States, its foundation, and how power is structured today? EQ6 RADICAL IMAGINATIONS What do African American, Puerto Rican, and Latino history and culture teach us about radically reimagining new possibilities and more just futures? EQ8 AGENCY AND CIVIC ENGAGEMENT In what ways have African American, Puerto Rican, and Latino people demonstrated agency in developing organizations and strategies to address pressing issues in their communities?
Theme/Content Specific Inquiry
 For this Unit of Study, to support self-discovery, identity development, and civic preparedness/actions, students will explore Who benefitted from the Haitian Revolution and the Latin American Revolutions the most? What were the causes and effects of the Latin American revolutions for independence from Spain in the 19th century? Why did Latin American revolutions exist in the 20th century? What are groups and methods of resistance in the U.S., specifically in the struggle for Puerto Rican independence?

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•	Examine diverse primary sources related to the Haitian and other Latin
	American revolutions.

• Analyze different Latino protest and resistance songs and music.

How can popular culture be utilized to support revolutionary movements?

Evidence of Learning		
Pre-Assessment/Common Misconceptions	Formative Assessments/Checks for Understanding	Performance Tasks and Criteria/Project- Based Applications (Aligned with Compelling Question)
 Pre-Assessment: Students popcorn out what they know about Latin American Revolutions. Common Misconceptions: The American Revolution is the only relevant fight for independence Latino revolutions have nothing to do with the history of Latinos in the United States Inequality of wealth and injustice isn't talked about in Latin America All revolutions are the same and wrong Puerto Rico independence is something that is not found in history 	 Anchor Chart Discussion Questions Entrance and Exit Slips Biography Posters- Women Roles Primary Source Analysis Graphic Organizer Article/Boxing Questions Caudillo Graphic Organizer West Hartford Bank Heist activity Organizer Latino Protest music reflection Jigsaw Protocol 	Crash Course Project on Latin American Independence Art Piece representing present day equity issue
	Learning Plan/Lesson Sequence	
4.1 Latin American Revolutions from Spain		
• • • • • • • • • • • • • • • • • • •	ation of the Liberté, Égalité, Fraternité (Liberty, Equa	ality, Duration: 1 Day

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Big Ideas/Topics to be Addressed, including Key Concepts and Terms

- Haitian Revolution
- Haitian Revolution and its impact on other Latin American countries

Vocabulary: General Toussaint L'Ouverture, Jacob Lawrence

Note: This lesson serves as a precursor for students to understand how this revolution served as the framework for other revolutions in Latin America.

Materials/Resources/Speakers

<u>Haitian Revolutions: Crash Course World</u> <u>History #30</u>

1803 of 1804 Haitian Constitution <u>Toussaint</u> <u>Louverture document set</u>

Jacob Lawrence's collection: Online Gallery | Mitchell Gallery Jacob Lawrence's "Toussaint L'Ouverture" Series: The Haitian Revolution

In Haiti, The art of resilience https://www.smithsonianmag.com/travel/in-haiti-the-art-of-resilience-53519464/

<u>Haitian Revolution Lesson Plan – Learning,</u> Online

<u>It's Complicated</u> Teaching the Haitian Revolutions reveals complexities that we should not avoid. Students should understand that history is complicated, and all simple answers are incomplete.

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Introduce unit with preview of topics: Latin American Revolutions, 20th century revolutions, Puerto Rican resistance, Latino resistance in the U.S., Latino Civil Rights movement, and protest and resistance through art and music. Starting with Haitian Revolution.

Students brainstorm what they know about the country of Haiti. Teacher refers back to the map from Semester 2 Unit 1 Lesson 1.3 and identifies the country of Haiti and introduces unit.

Activity: Students watch <u>Haitian Revolutions</u> using the <u>Crash Course on Haitian Revolution video EdPuzzle.</u> Students take notes and pay close attention to elements used in video (i.e., humor, facts, quotes, etc.) as this will be helpful for future assignments.

After the video, have a class discussion spotlighting the following key ideas:

- Only country where slave freedom was taken by force.
- Only successful slave revolt in modern times.
- First country in Latin America to gain independence (1791-1804).
- Second to U.S. in the Americas as a whole.
- Influences other LA political revolutions of 18th century.

Alternate Activity: Students explore Jacob Lawrence's collection <u>Online Gallery | Mitchell Gallery Jacob Lawrence's "Toussaint L'Ouverture" Series: The Haitian Revolution</u> utilizing the <u>Teaching Strategy: Analyzing Images | Facing History protocol.</u>

Evidence of Learning: Have students reimagine the scene in the Haitian Revolution that the image is attempting to portray. Using factual knowledge learned in the duration of this course, write an illustrative description on the moment in time. How are the Haitians remembered through his image? What is the theme of their resistance? How did this revolution threaten the American slave trade?

Closing: Have students discuss ways in which they can bring this new knowledge home to their families. Students can capture their new learning using an Anchor chart entitled: Resistance and Defiance. Students can build the chart throughout the unit. The chart should only contain the most relevant/important information. Thoughts can be expressed in pictures/images, words, etc.

Home Links/Reflections to Affirm Identity

Take a virtual trip to see Jacob Lawrence's "Toussaint L'Ouverture" Series: The Haitian Revolution Online Gallery | Mitchell Gallery

Discuss what are some rich examples of images of resistance/illustrations of rich culture? Describe the emotions these images invoke when you view them.

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Political Science Anthropology	Review various aspects of the <u>Haitian</u> <u>Constitution</u> and note similarities/differences from U.S. Constitution.
Lesson 4.1-2 Revolt, Defiance, and Resistance From Spain	Duration: 5 days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Reasons for revolting Women's roles during the independence Caudillos Dictatorships 	Crash Course: Latin American Revolutions #3 Causes of the Latin American Independence Movement
 Oligarchies Freebooters (filibusteros) Vocabulary: Dictator, Oligarchy, Caudillos	Tracing The History of Democratic Failures in Latin America
Vocabulary. Dictator, Oligarchy, Caddillos	<u>LATIN AMERICA: Women in History - More</u> <u>than Just Heroines</u>
	<u>Caudillos in Spanish America 1800–1850 -</u> <u>Oxford Scholarship</u>
	History of Latin America: Caudillos 19th-20th Century
	<u>Latin American Independence movements </u> 1450 - Present World History Khan <u>Academy</u>
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity
Day 1	Students watch movie about Latin American social movements with their families and discuss. Examples: • Filiberto • Human Rights in Quisqueya

Initiation: Organize students into small groups to discuss the following: Why did Latin American countries revolt from Spain? Have students capture their ideas in a note catcher or in a Padlet they can refer back to throughout the unit. Have students watch <u>Latin American Revolutions: Crash Course World History #31</u> and answer the following questions using the <u>Latin American Revolutions worksheet:</u>

- What are the three institutions that exercised control over the populations?
- Who was Sor Juana Inés de la Cruz and what was her impact on Latin America?
- What was the impact of transculturation on Latin America?
- How did Brazil gain independence and do this in a way that there was limited bloodshed? Why did they have slavery until 1888?
- What were Spain's liberalizing movements? Venezuela's? Who was Simón de Bolívar and what was his impact?
- Why does John Green consider Latin America the leader of 19th century world history?

Closing: Students add the new learning to the Anchor Chart.

Day 2

Activity: In their small groups, students pick a revolution in Latin America and research deeper and include involvement of allies (countries) with other Latin American countries. To assist, students will use a boxing strategy from <u>Classroom Protocols from EL Education</u> to capture their notes/learning. In the outside frame, students write prior knowledge and what they want to learn by this investigation. In the second box, they write about their new learning. In the middle they write a summary of new learning/draw an image that synthesizes the group's understanding of the topic.

Day 2

Activity: Students read <u>the article on causes of LA revolutions</u> and outline key reasons using <u>Google Doc Outline (written)</u> or <u>Google Drawing Outline (visual)</u>

Day 3

Activity: Students begin by highlighting key facts from the Latin America Crash Course video from Day 1 related to the role of women. Then, students read the article on women's impact on LA revolutions. <u>LATIN AMERICA: Women in History - More than Just Heroines</u> and choose one heroine to complete <u>Biography Poster</u> to demonstrate the role of women in the fight for independence.

Closing/Evidence of Learning: Students share their poster through gallery walk.

Day 4

- The Price of Sugar
- El coraje del Pueblo/Courage of the People

4.2 20th Century Latin American Revolutions Lesson: 4.2-1 Revolutions From Latin America

Initiation: Teacher provides introductory mini-lesson on the Caudillos (<u>Caudillos PPT</u>). Students take notes and reflect on the key ideas. (Scaffolded note-taking frames/Cornell Notes can be provided as needed.)	
Activity: In small groups, student explore the effects of independence for the Caudillos. Groups research facts about one of the following and document in Caudillo Jamboard Template: • Juan Santa Maria: Costa Rica 1831-1865 • Juan Manuel de Rosas: Argentina 1829-1852 • Jose Antonio Paez: Venezuela 1830-1850 • Antonio Lopez de Santa Anna: México 1821-1855 • Rafael Carrera: Guatemala 1837-1865	
Closing: Discuss with students how Latin American revolutions for independence compared with the U.S.	
Day 5	
Performance Task: Students pair up, select countries to research, and create their own Crash Course video (max 5 min). The video should include the involvement of allies (countries) with other Latin American countries Crash Course Project .	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
English Art Music	Students read, annotate and provide a critique of: Valenzuela-Fuentes, K. (2019). Militant ethnography and autonomous politics in Latin America. <i>Qualitative Research</i> , <i>19</i> (6), 718–734.

Duration: 4 Days

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Big Ideas/Topics to be Addressed, including Key Concepts and Terms

- Suffering and pain that fueled revolutions
- Social Revolutions
- Influence of colonialism
- Racial and ethnic differences during 20th century revolution

Materials/Resources/Speakers

Knight, A. (1990). Social Revolution: A Latin American Perspective. *Bulletin of Latin American Research* 9, no. 2: 175-202.

Guevara, C. (2005). The Motorcycle Diaries.

Shattered Hope: The Guatemalan Revolution and The United States, 1944-1954 by Piero Gleijeses

20th Century Latin American Revolution by Marc Becker

Kuecker, G.D. (2004). Latin American Resistance Movements in the Time of the Posts. History Compass, 2(1). 1-23.

A Super Quick History of Guatemala

Brief Political History of Guatemala

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation Students complete an Entrance Ticket in response to a Che Guevara quote such as:

- "Let the world change you and you can change the world"
- "Be realistic, demand the impossible"
- "Silence is argument carried out by other means"

Teacher provides mini-lesson about Latin American Revolutions by using examples from different Latin American Countries for background.

Day 2

Activity: <u>Latin American Revolution Activity</u> Students watch various clips from The Motorcycle Diaries and identify root causes for many revolutions in Latin America during the 20th century using table to document analysis.

Day 3

Activity: Students research and write/depict the lives of several women who participated in the different nationalist movements answering: What role did the women play within their country's revolution? What was important about their role? How did their participation help fuel these revolutions?

Day 4

Activity: Teacher assigns students the <u>Guatemala Case Study (PPT)</u> and <u>Guatemala Case Study Activity sheet</u>. Teacher walks students through the events and details of the Guatemala Revolution as students work through guiding questions. Teacher then shows students the primary source interview video that makes a direct connection to the teacher's life. Throughout presentation and video, students use the activity sheet to engage in inquiry and discussion.

Closing: Students use exit ticket to convey how the case study of the Guatemalan Revolution demonstrates resistance and defiance.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Home Links/Reflections to Affirm Identity

Visit Guatemala via <u>G Adventures - Virtual</u> Tour of Antigua, Guatemala

Have students watch The Motorcycle Diaries movie with their families and together have them analyze and reflect on the pain and suffering that fueled many of these revolutions.

Extensions/Experiential Opportunities

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World History Geography English	Using a variety of sources, visual and print media, develop a presentation that describes how the theme of resilience has been illustrated in the past and present history of Guatemalans' battle for equality and ultimately existence.
Lesson 4.2-2 Puerto Rican Resistance and Defiance Throughout History	Duration: 4 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Las Carpetas Independence from Spain: Grito de Lares- the outcry known as "El grito de Lares" for the independence of Puerto Ricans from their Colonist occupants Las Carpetas Independence from the United States: Law 53 of 1948, better known as the Gag Law (Spanish: Ley de La Mordaza) A law used to suppress the independence movement in Puerto Rico Ponce Massacre 	Last Carpetas site #2 Ley de La Mordaza (gag law) that made the Puerto Rican Flag Illegal https://www.loc.gov/collections/puerto-rico-books-and-pamphlets/articles-and-essays/nineteenth-century-puerto-rico/rebellion-of-1868 Grito de Lares Everything you Wanted to Know - Puerto Rico Flag Ponce Massacre March 21, 1937: Ponce Massacre Ponce Massacre summary- (trigger warning) The Ponce Massacre Ponce Massacre in the media- War Against All Puerto Ricans: Inside the U.S. Crackdown on Pedro Albizu Campos & Nationalist Party Ley de La Mordaza (gag law) that made the Puerto Rican Flag Illegal

<u>Invasión del Partido Nacionalista y el arresto</u> <u>de Pedro Albizu Campos (</u>Arrest of Pedro Albizu Campos in Spanish only)

Big Brother in Puerto Rico: How the FBI Knew Everything About You

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Begin with a mini-lesson about "La Carpeta" framing around the themes of resistance and defiance.

Activity: After learning about "La Carpeta", students discuss:

- Why was it done?
- Was it ethical?
- Were there any other solutions or things that could have been done?
- Was the U.S. feeling "threatened"?

Day 2

Initiation: Provide a mini-lesson on La Ley De La Mordaza using <u>Puerto Rican Flag History / Law 53 / Gag</u> Law / La Ley De La Mordaza or The Gag Law-Ley De La Mordaza Presentation.

Closing: Students use Exit Slip to respond to how the Puerto Ricans have demonstrated resistance through fight and flight tactics when their people, homes, identity, and culture were threatened.

Day 3

Activity: Students receive the <u>PR's Resistance Groups Activity.</u> Teacher reviews background and directions, and breaks students up into the three groups for research on the specific organizations: Young Lords, FALN, and Los Macheteros. Students work on completing <u>Google Jamboard</u> for their group. Then they share their findings with the class.

Closing/Evidence of Learning: Students complete and submit table demonstrating understanding and examples of these three pro-independence groups.

Day 4

Home Links/Reflections to Affirm Identity

With the Puerto Rican Flag in mind, interview a family member and ask them about the history of the flag of their family's origin.

<u>Everything you Wanted to Know - Puerto Rico Flag</u>

Students read <u>How "Que Bonita Bandera"</u>
<u>Became a Revolutionary Puerto Rican Anthem</u>
with their families

Students ask their family members how they would feel if it became illegal to display their country's flag as Puerto Rico did in 1948 with Law 53.

Activity: Students watch a video on the <u>El Grito de Lares</u> and <u>Ponce Massacre</u>, <u>and</u> students take notes and compare and contrast using graphic organizer.

Closing: Students use reflection strategy (4 things that squared with me, 3 things I learned (triangle), and 2 things still circling in my head) to reflect on what they learned about Puerto Rican resistance and defiance.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

English U.S. History Political Science

Extensions/Experiential Opportunities

Students research and investigate different national Puerto Rican Movements. In pairs, students pick one group and do quick research regarding main arguments/tactics for independence. Students engage in another boxing strategy to capture their notes on the learning. In the outside frame, students write prior knowledge and what they want to learn by this investigation. In the second box, they write about their new learning. In the middle they write a summary of new learning or draw an image that synthesizes the group's understanding of the topic and post summaries of their new learning. Groups:

- Boricua Popular Army
- Cadets of the Republic
- Fuerzas Armadas de Liberación Nacional Puertorriqueña
- Hostosian National Independence Movement
- Independence Association of Puerto Rico
- Liberal Party of Puerto Rico
- Puerto Rican Independence Party
- Puerto Rican Nationalist Party
- Revolutionary Committee of Puerto Rico Socialist Front
- Union Party of Puerto Rico

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Students read <u>Big Brother in Puerto Rico: How the FBI Knew Everything About You</u> (<u>latinorebels.com</u>) Then, students engage in a Four Corners Protocol in which the teacher reads a statement, students think about their answer, and students respond by moving to a corner of the room that best corresponds to their choice and discuss. Each corner is marked by a chart (strongly agree, agree, disagree, strongly disagree). Teachers may use statements such as:

- It is ethical for corporations and the government to observe us and monitor our information.
- The FBI should be able to collect information without a warrant issued by a judge.
- If you haven't done anything wrong, you have nothing to worry about the FBI collecting information on you.
- The FBI must collect public and private information on people.
- It was fine that Las Carpetas were used to arrest people and impact reputations, careers, and families.
- Public Law 53 (Gag Law, Ley de la Mordaza) was wrong because it was a felony to say a word, sing a song, own a Puerto Rican flag, or whistle a tune about independence.
- It is not an intrusion when the government collects information on individuals.
- There would be negative consequences if the FBI did not collect information on people.
- The FBI must collect information as long as the information that is gathered is not causing harm to the individual.

son 4.2-3 Resistance in Latin American and Puerto Rican History: Timeline of the Movers are	nd the Duration: 1 Day
Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
Resistance heroes and sheroes (some examples)	Pedro Albizu Campos leads the Puerto Rica
Pedro Albizu Campos	independence movement
Hernan Badilla	<u></u>
Ramon Emeterio Betances	BIOGRAPHY – PEDRO ALBIZU Book: CAMP
Miguel Hidalgo	Chapter 12: The Nationalist from War Again
Jose Marti	all Puerto Ricans, Author: Nelson A Denis
Vidal Santiago Diaz	
Arturo Schomburg	Pedro Albizu Campos - Lessons in
Lolita Lebron	Independence
Blanca Canales	
Marianna Bracetti	Who is Albizu Campos (Trailer)
Dominga de La Cruz Becerril	
Isabel Rosado	José Martí Cuban patriot
U.S. relationship with resistance heroes	
	José Martí - Poemas de José Martí
	Biografía de Jose Marti
	<u>Nuestra América</u> and <u>Nuestra América</u> (Eng <u>Version</u>)
	Juan Santamaria History(Costa Rica)
	<u>Lolita Lebron - Person of the Year 2010 - TIME</u>
	The Defense of Lolita Lebron: An Interview With Conrad Lynn
	Lolita Lebron afca
	Remembering Puerto Rican Activist Lolita Lebron
	What We Can Learn From The 1954 Capito Attack By Puerto Rican Nationalists

Women of Color, in Solidarity Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Home Links/Reflections to Affirm Asynchronous and Synchronous Learning Opportunities Identity** Day 1 Watch The Chicana Experience in the Chicano Movement with family member or friend and **Initiation:** Using background information on Pedro Albizu Campos, invite students to investigate other discuss "movers and shakers" in your family figures from Latin America (some figures listed above). Have students generate questions that they would and community. like to answer about these heroes and sheroes. Activity: After students generate questions about one of the figures above, have each student choose one person, and find information and a biography by doing research. Have students use a graphic organizer to organize their learning. Students write a monologue about the person they chose and read the monologue to the class or record ahead of time and share. Students share monologues/recordings. Alternate Activity: Pedro Albizu Campos- War Against All Puerto Ricans: Inside the U.S. Crackdown on Pedro Albizu Campos & Nationalist Party - YouTube (26:11). Ask students to answer and discuss the following questions with each other: Who was Pedro Albizu Campos? Why is he so important not only for Puerto Ricans, but for All of the United States? In the video when Nelson Denis said, "What happens in Puerto Rico never happened at all?", what does he mean? Closing: Students discuss and reflect what surprised and inspired them about "these Movers and Shakers." Options for Content Continuity Across History Courses and Interdisciplinary Integration **Extensions/Experiential Opportunities** Enalish Exploring coexistence through resistance and revolution. The Dominican Republican and Spanish Humanities Haiti are two halves on a whole island. Sociology **Anthropology** Read <u>Haitian and Dominican Freedom</u> Struggles in the Nineteenth Century Students research how the themes of resistance and revolution have manifested in both Haiti and the Dominican Republic. Have the two cultures worked with and against one another to achieve freedom? Explain why or why not.

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4.3 Resistance in the U.S.	
Lesson 4.3-1 Latino Resistance in the U.S.	Duration: 4 days

Big Ideas/Topics to be Addressed, including Key Concepts and Terms

- The Young Lords
- Macheteros
- Chicano Movement
- Los Macheteros
- Wells Fargo Heist Example

Materials/Resources/Speakers

<u>Collection on the Young Lords | DePaul</u> <u>ArchivesSpace</u>

Johanna Fernández presents "The Young Lords: A Radical History"

13 Point Program and Platform of the Young Lords Party

The Young Lords: Exploring the Legacy of the Radical Puerto Rican Activist Group 50 Years Later

Garbage Fires for Freedom: When Puerto Rican Activists Took Over New York's Streets (Published 2019)

The Young Lords: A Reader. 2010. Edited by Darrell Enck-Wanzer

Macheteros reference site

FALN reference site

What united Black Panthers, Puerto Ricans, white Southerners? New doc details 'First Rainbow Coalition'

The War Against all Puerto Ricans by Nelson Denis

Los Macheteros: The Wells Fargo Robbery and the Violent Struggle for Puerto Rican Independence by Ronald Fernandez

West Hartford Heist article

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Puerto Rican nationalists Financing a Free Puerto Rico: The Great Wells Fargo Heist of 1983 Documentary about Puerto Rican revolutionary Filiberto Ojeda Rios showing at Hartford Library The COINTELPRO Papers by Ward Churchill and Jim Vander Wall Puerto Rico: Grito y Mordaza (1971) by Felix Ojeda Reyes Luis Nieves Falcon, Pablo Garcia Rodriguez The Black Panthers and Young Lords and the Civil Rights Movement The Young Lords: Exploring the Legacy of the Radical Puerto Rican Activist Group 50 Years Later What We Don't Learn About the the Black Panther Party – but Should | Zinn Education Project The Young Lords: The Revolution is Black & Brown How the Black Panther Party Influenced the Chicano Movement — Self Help Graphics & Art Chicano and black radical activism of the 1960s: a comparison between the Brown

New film revisits man behind infamous Wells Fargo robbery in West Hartford in 1983 by

Berets and the Black Panther Party in

California

Black and Brown Power · Civil Rights Digital History Project Black and Chicano Movement The Chicano Movement and its Similarities to the Black Panther Party » A Day In the Life Representation by Other Means: Mexican American and Puerto Rican Social Movement **Organizations** Was the Young Lords' activism an accurate representation of their position as radicals? (Class syllabus from Pomona College) Brief History of the Young Lords-Timeline <u>Included</u> FBI Records: The Vault — Puerto Rican Groups The FBI v. The Young Lords The Young Lords - Primary Sources: The 1960s

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Students reflect on the following statements and discuss what they think they mean:

- "We draw our strength from the very despair in which we have been forced to live. We shall endure." - Cesar Chavez
- "Even in the U.S., Latino groups have been oppressed and screamed for change." Young Lords

Activity: Mini-lesson on Young Lords, Chicano Movement, and a small review on the Black Panthers from Semester 1 Unit 6, Lesson 6.1 titled "Black Power." Students can research and discuss the similarities and differences between the Black Panthers and the Young Lords using the following references:

- The Young Lords: The Revolution is Black & Brown
- The Young Lords and the Black Panther Party Digital Chicago
- The Black Panthers and Young Lords and the Civil Rights Movement
- What We Don't Learn About the Black Panther Party but Should | Zinn Education Project
- The Black Panther Party and how it helped shape the Young Lords' revolution
- How the Black Panther Party Influenced the Chicano Movement Self Help Graphics & Art
- The Chicano Movement and its Similarities to the Black Panther Party » A Day In the Life

Closing: Students use exit ticket to describe parallels between the Young Lords' and the Black Panthers' organizational influence and impact.

Day 2

Initiation: Teacher begins class by showing a preview of news clip about the heist: Puerto Rican nationalist gets 5 years for '83 Wells Fargo heist.

Activity: Students review two website sources that give background information on the bank robbery. Then, students pair up and create a movie pitch for the robbery.

Closing: Watch Unsolved Mysteries segment on robbery: Watch Unsolved Mysteries: Original Robert Stack Episodes | Prime Video (min 26:33-32:50)

Day 3 and 4

Activity: In small groups, students choose a group or a person to research from FBI Records: The Vault — Puerto Rican Groups or the FBI Government website. Students research primary sources and create a presentation about what they learned about the contributions of group or person to society at the time.

Home Links/Reflections to Affirm Identity

Take a virtual trip to see the Icons of National Identity - Instituto de Cultura Puertorriqueña with a family member/friend

With identity in mind, how have Puerto Rican and Latino/a artists revolutionized other cultures and galvanized social justice movements?

- Are there some aspects of the national identity pieces that you can connect or relate to in your own heritages?
- Are there some aspects of the national identity of Puerto Ricans that differ from your identities that you have found appreciation for?

Closing: Students share major learnings and teacher assists to identify patterns across groups/people.	
Day 5	
Initiation: Students prepare questions they'd like to have answered from a member of Puerto Rican Resistance Group, if they could.	
Activity: Students watch a film, lecture, community conversation, or interview (e.g., <u>Interview with David Rivera Sr., National Field Marshal of Young Lords, February 2021</u>) from the perspective of a member of a Puerto Rican Resistance group (e.g., Young Lords, FALN, Macheteros, etc.) or coordinate an in-person or virtual interview with class.	
Closing: Students reflect on lived experience shared and how contributed to own independence and/or identity.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
English Art Political Science	Read the article "Garbage Fires for freedom" and respond to the following question: How has the theme of resilience been illustrated in the past and present history of Latinos' battle for equality and ultimately existence?
4.4 Latino Civil Rights Movement	
Lesson 4.4-1 The History of the Latino Civil Rights Movement in the United States	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Timeline of the History of the Latino Civil Rights Movement Political and Social Conflicts Contributions of Latinos during the African-American Civil Rights Movement Civil Rights Movements Warriors: 	DACA Isn't Just About Social Justice: Legalizing Dreamers Makes Economic Sense Too (OPINION)
 Cesar Chavez Dolores Huerta Herman Badillo 	How Latino Americans Have Shaped the U.S. and Fought for Acceptance
 Rita Moreno Alexandria Ocasio-Cortez Roberto Clemente 	PBS's Latino Americans Latino and Black Americans are allies in the
 Julia Avarez 	fight for racial justice

Nydia Velazquez

Vocabulary: Political Conflict, Social Conflict

Contemporary Movements: The Civil Rights Movements of the 1950s and 1960s.

https://www.tolerance.org/search?query=Contemporary%20Movements

Before Brown vs. Board of Education, there was Mendez vs. Westminster

Play: Zoot Suit by Luis Valdez

The Walkouts of 1968 and the Los Angeles Media

<u>East L.A. Blowouts: Walking Out for Justice in the Classrooms</u>

Research Guides: A Latinx Resource Guide: Civil Rights Cases and Events in the United States: 1968: East Los Angeles Walkouts

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Students name a Latino person who was part of the Civil Rights Movements in the U.S. Teachers provide mini lecture on the History of Latino Civil Rights in the U.S., focusing on the contributions Latinos made (consider the case of Mendez vs. Westminster or the LA Walkout as examples).

Activity: Students analyze the <u>Latino Civil Rights Timeline</u> and organize into groups by the following years:

- 1900-1919
- 1920-1939
- 1940-1959
- 1960-1979
- 1980-2006

Groups choose 8 of the most impactful events and/or people from the time period to report out on. Using the Internet, students locate primary sources such as eyewitness accounts, letters, diaries, artifacts, photos, and magazine and/or newspaper articles of that period. Students should include date, summary of event, primary source, and theme each event relates to (e.g., voting rights, labor rights, education, etc.).

Home Links/Reflections to Affirm Identity

With a family member or friend, students watch "Taking Back the Schools" and HBO film "Walkout" for more information on this campaign and reflect on how the African American Civil Rights movement helped or fueled the Mexican American students.

Alternate Activity: Students "play a card game" as detailed in Exploring the History of Latino Civil Rights | Learning for Justice. In this game, students use the Latino Civil Rights Timeline, 1903 to 2006 | Learning for Justice to create illustrations for one event from each decade represented. Teacher gathers the student drawings, and distributes to different groups in non-chronological sequence. Referencing the timeline, students match the illustrations with the events depicted and organize in chronological sequence. Students popcorn-out the story portrayed by the illustrations, illuminating ways the events build on one another.

Closing: Students use exit ticket to remark on most impactful event in their opinion and explain why.

Day 2

Initiation: Mini lecture and discussion of Zoot Suits Riots using video <u>How Anti-Mexican Racism in L.A.</u> Caused the Zoot Suit Riots as resource.

Activity: Students read two documents and complete response to <u>What Caused the Zoot Suit Riots?</u> or follow lesson from <u>Zoot Suit Riots</u> | <u>Stanford History Education Group</u>.

Alternate Initiation/Activity (based on student interest): Students reflect back to Semester 1, Unit 5, Lesson 5.4. In this lesson, students examined Brown v Board of Education. In home groups of six, students jigsaw read <u>Before Brown vs. Board of Education, there was Mendez vs. Westminster</u>. Each student silently reads a paragraph, annotating, and summarizing information. Then, all students reading paragraph one get together to share highlights, discuss questions they have, and discuss what they will share when they return to their "home" groups. Each student will get 1-2 minutes to share key points of what paragraph read. Then, as a group students write/depict a summary of Mendez vs. Westminster case.

Closing: Students Round Robin one thing they did not know about the Latino Civil Rights movement in the U.S. before this lesson.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

English Political Science

Extensions/Experiential Opportunities

Latino and Black Americans are allies in the fight for racial justice Students read the article and reflect and react to the following prompt: How have Black and Latino Americans worked collectively to achieve the common goal of civil rights?

Students create an artistic piece (song, spoken word, poem, drawing, painting) about Latino Civil Rights leaders listed above.

Lesson 4.4-2 The Use of Arts for Transforming Societies and Marking the Latino Presence in the U.S.	Duration: 1 Day
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Past and present of Arts as a form of protest in the Latino community Latinos use different types of art to hold leaders responsible for their actions History of how different types of art came to be the medium by which Latinos protest peacefully Latino artists who use their art as a form of protest in the U.S. and in Latin America 	From Nueva Cancion to Tropicalia: 5 Music Genres Born Out of Latin American Political Resistance
Each of artists who use their art as a form of protest in the old and in Each / interior	How music took down Puerto Rico's governor
	Resistance through art, politics, and culture
	Art as Resistance: Chicano Artists in the Time of Trump
	Representations of Resistance in Latin American Art - Ariane Dalla Déa, 2012
	Art as Joy, Art as Resistance: Interview with Artist Patrick Gabaldon
	These Latinx artists used protest posters as a vibrant form of resistance
	Comment Art is fuelling the protest movements in Latin America
	Centro Teaching Guide Memories on the Wall: Education and Enrichment through Community Murals Developed by Raquel M. Ortiz Rodr
	Resistencia: Poems of Protest and Revolution (2021) Author: Tina Escaja
	Poem: Rebellion is the Circle of A Lover's Hands (Pellin and Nina) Written for the Anniversary of the Ponce Massacre Author: Martin Espada

Poem: Two Mexicanos Lynched in Santa Cruz, California, May 3, 1877. Author: Martin Espada Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Home Links/Reflections to Affirm Asynchronous and Synchronous Learning Opportunities** Identity Day 1 Explore Los Murales/Murals Los Muros Hablan-The Walls Speak with family **Initiation:** Students review artistic representation of Rise Up Connecticut Mural Project in Hartford. member or friend. Activity: Students explore LatinXAmerican | Exhibitions | DePaul Art Museum | DePaul University, Chicago in pairs or as a class giving their opinion and ideas on all the pieces of art in the exhibit. The Teacher shares the artists' perspectives using segments of the video explaining exhibit. Students write about their favorite piece of art using Latino Protest Art Worksheet explaining how it relates to the theme of resistance and defiance. **Closing:** Provide students with an image by a Latino/a artist that represents protest art. Engage class in discussion regarding: • What message is the artist trying to convey to what audience? What symbols were used? What effect did image have on the community? How can a country's history, government, cultural beliefs, values affect the expression and influence of protest art? Performance Task: Students produce their own piece of art with the purpose of bringing about political or social change. Students can draw from their beliefs, personal experiences, current events, or other sources to inspire their creations. Use the art created by the students to create a gallery for students to view and react to the work of their peers at a later date. Options for Content Continuity Across History Courses and Interdisciplinary Integration **Extensions/Experiential Opportunities** Art Describe how murals were depicted as a Music form of resistance and what are some of the major themes associated with street English murals? Choose one exhibit from El Museo de Arte de Puerto Rico Puerto Rico Plural - Museo de Arte de Puerto Rico and reimagine the museum label; link the art piece to a

	historical event and describe how the artist has depicted it in the piece. For example: You might describe how the theme of resistance is depicted in "The Garden of Intolerance" https://artsandculture.google.com/asset//mQGr0QbZBDz3pg
Lesson 4.4-3 Protest and Resistance in Puerto Rican and other Latinos Arts and Music	Duration 1 Day
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Songs as a form of protest and resistance in Puerto Rico and in the U.S. Art as resistance to the current colonial status in Puerto Rico Arts as affirmation of Puerto Rican identity in Puerto Rico and in the U.S. How have Latinos used music to resist and protest? 	A Fearless Song': Guatemalan women protest violence against women through music
Vocabulary: Reggaetón Syndrome	"Our Silence Buys the Battles": The Role of Protest Music in the U.SCentral American Peace and Solidarity Movement
	Cancion Protesta: Protest Songs of Latin America Album
	The soundtrack of Puerto Rico's protests
	Puerto Rican Superheroes You Need To Know Centro de Estudios Puertorriqueños (Students can research and think about if these Puerto Rican Superheroes were created as a form of protest and resistance)
	Latin America and the Protest Song Movement article
	From Nueva Canción to Tropicália: 5 Music Genres Born Out of Latin American Political Resistance
	<u>Video de ollas y calderos en PR</u>
	Why Puerto Rican Bomba Music is Resistance

Puerto Rico Protesters Got Creative: Dancing, Singing, Diving... (Published 2019) 'Sharpening the Knives': Musicians Join the Protests in Puerto Rico (Published 2019) 20 Protest Songs Written About the Latinx Struggle - hiplatina.com Making Music To Promote Human Rights In Guatemala: Interview With Members Of The Band, CANCHES Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Home Links/Reflections to Affirm Asynchronous and Synchronous Learning Opportunities Identity** Day 1 Students share with family song chosen from playlist and song analysis worksheet and ask family member what song they **Initiation:** Have students talk about the music they are currently listening to, the type of music that inspires them, names of bands and singers they gravitate to, and why. would choose and why. Provide students with an understanding of what and why music is used as a form of resistance using a song Have students show Why Puerto Rican from The soundtrack of Puerto Rico's protests | The World from PRX and a modern song from a Puerto Rican Bomba Music Is Resistance artist, such as Afilando Los Cuchillos. Ask students what lyrics resonate with them the most, how the songs about Latinos using music to protest promote them to think and feel, and what messages the artist is trying to convey. peacefully in the U.S. Students then ask their families to react and offer opinion. Activity: Follow teaching guide for Plena is Work, Plena is Song Documentary | Centro de Estudios Puertorriqueños Alternate Activity: Students explore the website on Latino protest music Pa'lante: 11 Songs of Protest & Resistance by Latino Artists and pick one to complete analysis using Song Analysis worksheet. **Closing:** Students share with a partner their reflection about the song chosen from the playlist. Options for Content Continuity Across History Courses and Interdisciplinary Integration **Extensions/Experiential Opportunities** Art Explore the artistry, the Origins and **Evolution of Bachata Dance** Music • With identity in mind, discuss how Graphic Design Political Science have Dominican and Latino artists

English	revolutionized culture through
	dance and music?
	Are there some aspects of the
	Dominican Republic national identity
	pieces that you can connect or
	relate to in your own heritage?
	Are there some aspects of the national
	identity of the Dominican Republic that
	differ from your identities that you have
	found appreciation for?

Semester 2

Unit 5

FOCUS ON PUERTO RICAN/ LATINO HISTORY

Where are we now?

Unit Template for African American/Black and **Puerto Rican/Latino Course of Studies**

Semester 2 – Focus on Puerto Rican/Latino History			
Title of Unit	Unit 5: Where Are We Now?	Timeframe	June (3 weeks/14 days)
Developed By	Carlos Torre, Steve Armstrong, Nitza Diaz	Revision Date	June 18, 2021

Summary of Unit

Between the years of 1820 and 2020, more than 80 million people migrated to the U.S. The history of immigration and migration is bigger than just the narrative that teaches about European immigration. Puerto Ricans and Latinos have migrated to the U.S. since the 1800s, and some Latino groups were already here before Europeans. This unit offers students an opportunity to learn and explore the contributions of Puerto Ricans and Latinos to the U.S. and the state of Connecticut.

In this unit, students will:

- Analyze reasons that individuals from Puerto Rico and other Latin Americans migrated to Connecticut.
- Explore the accomplishments and contributions of these individuals and their descendants to Connecticut history and culture.
- Understand and examine the misconceptions and negative beliefs that have been normalized and excluded the contributions of Puerto Rican and Latino people.

Compelling Question: What impact have Puerto Ricans and Latinos had on Connecticut, and what additional impact might they have in the future?

Desired Results		
Relevant Content Standards	Related Supporting Standards	
From Connecticut Elementary and Secondary Social Studies Framework	From CT Core Standards for English Language Arts (i.e., Reading, Writing, Listening, Speaking)	
Dimension 2 Applying disciplinary concepts and tools	CCSS.ELA-LITERACY.RH.11-12.1 - Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights	
HIST 9-12.16 Integrate evidence from multiple relevant historical sources and interpretations into a reasoned argument about the past.	gained from specific details to an understanding of the text as a whole	
	From CT English Language Proficiency (CELP) Standards (i.e.,	
GEO 9–12.5 Analyze the reciprocal nature of how historical events and the spatial diffusion of ideas, technologies, and cultural practices have influenced	Reading, Writing, Listening, Speaking and Language)	
migration patterns and the distribution of human population.	CELP.9-12.1.RI.7. Analyze various accounts of a subject told in different mediums (e.g., a person's life story in both print and	
GEO 9-12.6 Evaluate the impact of economic activities and political decisions on spatial patterns within and among urban, suburban, and rural regions.	multimedia), determining which details are emphasized in each account	

	CELP.9-12.2. W.6. Use technology, including the Internet, to produce, publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically. From Social Justice Standards from "Learning For Justice" Action 17. Students will recognize their own responsibility to stand up to exclusion, prejudice and injustice.
Learning Outcomes	Critical Consciousness
Overarching Learning Objectives	Overarching Essential/Guiding Questions
LO5 ARTICULATE the integral role African American, Black, Puerto Rican, and Latino communities have played in shaping U.S. society, economy, and culture. LO6 REIMAGINE new possibilities and more just futures for our country and our world drawn from the legacy of African American/Black and Puerto Rican/Latino experiences, intellectual thought, and culture. LO9 IDENTIFY resources and opportunities for active engagement, learning, and civic responsibility. LO10 USE the inquiry cycle to take informed action.	EQ5 SOCIETY, ECONOMY, AND CULTURE How and in what ways have African Americans, Puerto Rican and Latino people shaped American society, economy, and culture? EQ6 RADICAL IMAGINATIONS What do African American, Puerto Rican and Latino history, and culture teach us about radically reimagining new possibilities and more just futures? EQ8 AGENCY AND CIVIC ENGAGEMENT How can young people take informed action to address pressing issues in their own communities?
Theme/Content Specific Enduring Understandings	Theme/Content Specific Inquiry
 For this Unit of Study, students will know and be able to Knowledge: Analyze Puerto Rican and Latino immigration to Connecticut. Evaluate the impact of Puerto Ricans and Latinos in Connecticut and the successes and challenges that these groups face. Identify elements of Latino culture that influenced and are part of your daily life. Evaluate Latino influence in the arts, politics and socioeconomic realities in the U.S. today. Examine the intersection of gender and race/ethnicity in the workplace today 	 For this Unit of Study, to support self-discovery, identity development, and civic preparedness/actions, students will explore What were the compelling reasons that brought Puerto Ricans and other Latinos to Connecticut? What Latino or Puerto Rican individuals or groups have had the most economic, political, social, or cultural impact on the state of Connecticut? What are the major problems facing Puerto Ricans and Latinos in Connecticut today; what additional problems may exist for Puerto Ricans and Latinos in the future?
Skills: • Examine Latino identity by surveying classmates and families.	

	Evidence of Learning	
Pre-Assessment/Common Misconceptions	Formative Assessments/Checks for Understanding	Performance Tasks and Criteria/Project- Based Applications (Aligned with Compelling Questions)
Pre-Assessment: What students know about contributions and impact of Puerto Rican and Latino/a people. Common Misconceptions: The contributions and impact of Latinos and Puerto Ricans in Connecticut and in the United States are minimal. Puerto Rican and Latino contributions have nothing to do with the history of Connecticut. Puerto Ricans and Latinos have migrated and immigrated to CT and the USA "recently."	 Exit Slips Demographic data analysis Magazine Cover Creation Content Analysis of a Latino and/or Puerto Rican show. Can use video clips from the documentaries located in the resources sections (e.g., In the Heights, Latinos Beyond Reel) 	Latino Experience Interview Course Projects: Radical Imaginations Through the Arts and Be the Change Project
	Learning Plan/Lesson Sequence	
Lesson 5.1 Introduction to Unit 5 and Puerto Rica		Duration: 2 Days
 Big Ideas/Topics to be Addressed, including Key Concepts and Terms Timeline of Puerto Rican migration to the U.S. and to Connecticut Analysis of how Puerto Ricans impact the U.S. economy Puerto Rican migration to the U.S. and Connecticut (choice/group decision-making) Economic Reasons for migration (apple orchards, tobacco) Puerto Rican Political Action Committee 		Materials/Resources/Speakers What's Old is New Again! Puerto Rican Passages 1995 Puerto Ricans in Connecticut State, 2019 Centro de Estudios Puertorriqueños Connecticut - US Census Bureau QuickFacts

Evaluate historical documents during research projects on

immigration.

Population Maps | by state(Center for Puerto Rican Studies) Centro de Estudios Puertorriqueños

Aqui Me Quedo Ruth Glasser-CT Council on Humanities Curriculum

<u>Windsor Tobacco: Made in the Shade: Some of the reasons why many Puerto Ricans settled in CT</u>

Maria Colón Sánchez (1926-1989)- CT's First Latina State Representative

2020 Census Demographic Analysis

Hispanic Pew Research Center <u>Hispanic</u> <u>Trends</u>

Latinos in the 2016 Election: Connecticut

<u>U.S. Hispanic population reached new high in</u> 2019, but growth slowed

<u>How Hispanics Contribute to the U.S. Economy</u>

Where the U.S. Hispanic population grew most, least from 2010 to 2019

<u>Puerto Rican Migrant Farmworkers: Enduring</u> <u>Experiences in Continental U.S. Agriculture</u>

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Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Asynchronous and Synchronous Learning Opportunities**

Day 1

Initiation: Introduce key topics of unit to spark students' interest: migrations from Puerto Rico and Latin American countries to CT, Boringueneers and Latinos in the military, accomplishments and contributions of Latinos (inventors, musicians, educators, athletes, scientists, etc.), beauty of being Latino: A Celebration. Then, review Anchor Charts started in Semester 2 Unit 1 and add comments, thoughts, and statements about new learning.

Performance Task: Students work in pairs to prepare for interview of someone with Latino background using Latino Experience Interview worksheet to be conducted by end of unit.

Day 2

Initiation: Ask students to write down their associations when they hear the word "Puerto Rican" and invite them to share their thoughts and perspectives (the perspectives could be facts and myths).

Activity: Provide students with data and census information with demographics and contributions of Puerto Ricans in the U.S. and also highlight "myths" that have been created and normalized in everyday life. Discuss with students the misconceptions that they might have regarding Puerto Ricans (Examples: How Hispanics Contribute to the U.S. Economy or Puerto Ricans in Connecticut State, 2019 | Centro de Estudios Puertorriqueños.)

Closing: As a class, analyze the chart and Puerto Ricans in Connecticut data sheet Puerto Ricans in Connecticut State, 2019. After students analyze the infographic, ask them to reflect on things that surprised them about the contributions of Puerto Ricans to Connecticut.

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Sociology English Anthropology

Home Links/Reflections to Affirm Identity

Read this quote from Rosie Perez: "You know, you may not be born in Puerto Rico, but Puerto Rican is definitely born in you." With your own identity in mind, in what ways are you deeply connected to the country of your ethnicity, even if you were not born there?

Extensions/Experiential Opportunities

Watch with friend A Conversation with John Leguizamo | National Museum of American History. Discuss when John talked about wanting to "see Latinos portrayed the way I knew them," what did he mean? What is the significance for you to see yourself or people like you portrayed on TV, in your community, in your classroom and in history?

Lesso	on 5.2 Migration From Other Latin American Countries to Connecticut and the U.S.	Duration: 1 Day
Big I	deas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
•	The immigration of individuals from other Latin American countries to Connecticut Economic, political, social reasons	U.S. Hispanic population reached new high in 2019, but growth slowed
• Voca	Similarities, differences of reasons for immigration bulary: Migration, Immigration	Latinos in New England: An Introduction. Edited by Andres Torres
		Connecticut – U.S. Census Bureau QuickFacts
		Latinos in New England: An Introduction. Excerpt of the Introduction
		Latino Voices in New England (Book Review)
		The Roles of Leaders, Community and Religious Organizations, Consular Relationships, and Student Groups in the Emerging Leadership of Mexican Immigrants in New England
		7 Black and Latino Coalition Formation in New England
		Chapter 10: Descriptive Representation, Political Alienation, and Political Trust: The Case of Latinos in Connecticut (from Latinos New England Book, edited by Andres Torres)
		Connecticut 2020: The Decade of the Latino Boom (article is from 2009)

Latinos in Hartford, Connecticut

<u>The Mauricio Gastón Institute for Latino</u> <u>Community Development and Public Policy -</u> University of Massachusetts Boston

Where the U.S. Hispanic population grew most, least from 2010 to 2019

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1 Initiation Ask students to "brainstorm" what they know about the various Latino groups that immigrated to the U.S. and Connecticut or invite a guest speaker, not born in the U.S., who serves as a local Puerto Rican leader to share lived experiences with class.

Activity: Students receive a worksheet on the <u>Numbers: Latinos in Connecticut.</u> Students begin by identifying reasons why Latinos might move to Connecticut: e.g., jobs (factories, tobacco, service jobs, etc.), family, military, schooling, etc. Then, students review the website <u>The 10 Connecticut Cities With The Largest Latino Population For 2021</u>. If time permits, go back to the Puerto Ricans in Connecticut data sheet <u>Puerto Ricans in Connecticut State</u>, <u>2019</u> to review before going to the next part of the activity.

After class discussion, students divide into groups of 3 and analyze the policy blueprint <u>Hispanic</u> <u>Federation: Latino in Connecticut: A Call to Action</u> and create a policy proposal to help address an issue of importance to the Latino community within their school or city/town.

Alternate Activity: Using U.S. Census data, newspaper clips, archival data from CT Humanities or local historical societies, libraries, University libraries, Center for Puerto Rican Studies and/or The Mauricio Gaston Institute for Latino Community, students compare and contrast Latino immigration rates and other demographic data that illustrate the growth of Latinos in the U.S. and in Connecticut. Students create graphs that highlight the following:

- Region of birth of the Foreign-Born Population by different dates (1850-1930, 1960-1970, 1970-1980, etc.)
- Region and country or area of birth.
- Region and country of the Foreign Born population, with geographic detail for 2000 and later.
- Race and Hispanic origin by population and by nativity.
- Race and Hispanic origin of Foreign Born population. Have students do the same data points but only for the state of Connecticut.

Home Links/Reflections to Affirm Identity

Students watch movie or listen to <u>Carnaval</u> <u>Del Barrio - In The Heights Motion Picture</u> <u>Soundtrack (Official Audio)</u> and discuss how Latino culture contributed to New York's diverse culture. How does movie represent what it means to be Latino/a?

Closing: Have students share one sentence about what surprised them regarding the immigration of other Latinos groups to Connecticut.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
World History English	Read "A Railroad Comes to Town: Santa Cruz, California, 1876" (Community Dreams). Think about the following question: What were the long- and short-term contributions of Latinos to the Santa Cruz railroad? Based on the challenges to complete this railroad, choose one challenge and envision a new direction for the project.
Lesson 5.3 Accomplishments and Contributions of Puerto Ricans and Latinos/Latinas in the Military	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Brief History of Latinos in the Military Borinqueneers Latinas in the Military 	<u>The Borinqueneers – Documentary Film on the 65th Infantry Regiment</u>
	https://centropr.hunter.cuny.edu/search/centropressearch/Borinqueneers
	Webinar: The Puerto Rican Experience in the US Military Centro de Estudios Puertorriqueños
	The Puerto Rican Exercises
	The Glory Days (January – July 1951)
	The Courts-Martial of the Enlisted Men
	The 65th Infantry Regiment in Korea: Where did All the Medals Go?

<u>Latinos in the military: High-ranking officer</u> positions out of reach

The Puerto Rican Experience in the US Military: A Century of Unheralded Service

<u>Puerto Rican Voices: Season 3 Episode 7</u> (Boringueneers) on Vimeo

U.S. Latino & Latina WW II Oral History Project http://lib.utexas.edu/ww2latinos/

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Students discuss what they know about the history of Latinos in the military.

Activity: Students watch the Borinqueneers documentary and use <u>Borinqueneers Viewing Guide</u> to prepare for discussion noting the accomplishments of the Borinqueneers. If time permits, invite a guest speaker who was in the Borinqueneers to share his experience in the military.

Day 2

Activity: Students select one of the following scaffolded activities based on interest.

- 1. Independently examine the courageous stories of four Latino U.S. military members <u>Military Latino</u> Stories.
- 2. Use Flipboard to find news articles about Latinos in the military and create a flip/magazine. Articles chosen should reflect impact of Latinos/Latinas in the military. Students should embellish magazine with pictures, original title, and a few lines about themselves as producers/editors.
- 3. In pairs, students read different sections (e.g., Origins, 1899, WWI, WWII, Korean War, Vietnam War) from The Puerto Rican Experience in the U.S. Military: A Century of Unheralded Service | Centro de Estudios Puertorriqueños (cuny.edu). Students discuss what surprised them and what they learned.

Closing: Students share major learnings using 3-2-1 strategy (three things learned, two things were surprised by, and one thing want to learn more about).

Home Links/Reflections to Affirm Identity

Have students share U.S. Latino and Latina WWII Oral History Project with their families and discuss new learning.

Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
U.S. Government Political Science English	Read <u>The Spirit of Latina/o Giving from the Shadows of War</u> and discuss with a friend: What are some examples in your local community or state of Latino Philanthropy? Why the title: "The Shadows of War"?
Lesson 5.4 Accomplishments and Contributions of Latino/Latina Inventors, Musicians, and Athletes/Sports	Duration: 1 Day
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Latino/Latina Inventors Latino/Latina student inventors (invention convention) Music contributions in the U.S. Arts contribution in the U.S. 	Hispanic Heritage Month Teacher Resources Highlighting Hispanic Inventors and Innovators Lemelson Center for the Study of Invention and Innovation Hispanic Biographies St. John, J. (1996) Hispanic Scientists (and Latinos). Hispanic Heritage and Inventions USPTO (United States Patent Office)
	Hispanic American Biographies, AZ 10 Hispanic Scientists You Should Know HowStuffWorks Jose Altuve, Venezuelan Baseball Player https://youtu.be/1IoHLC K6iw Al Horford, Dominican Republic Basketball Al Horford 2017 NBA Playoffs Highlights Carlos Carrera, Puerto Rico Baseball https://youtu.be/D4mdeMGUyTs

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity	
Day 1	Discuss with family member or friend how your identity and culture have influenced the	
Initiation: Show images of inventions created by Latinos/Latinas. Some examples can be: Color TV, Rocket Belt, Yo-Yo, Duolingo App, reCAPTCHA system, etc.	sports, arts, and music you are drawn to.	
Activity: Students choose a Latino/Latina inventor, musician, or athlete and write a monologue, produce a video, write a poem or spoken word, or develop an art/music piece that highlights the accomplishments and challenges of this person (Latino/a Accomplishment worksheet includes some examples; students can choose others based on interest).		
Closing: Gallery Walk of the projects created by the students.		
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities	
Science	Watch one of the videos on the influence of	
Math	Latin Americans in sports. How have they	
English	changed the game in their sport?	
	 Jose Altuve Ultimate 2017 Highlights 	
	 Al Horford 2017 NBA Playoffs 	
	<u>Highlights</u>	
	Puerto Rico Baseball <u>Carlos Correa Ultimate</u>	
I and F F A annualish where and Contain the man of lating // ating Community Owners and Daliticians	2017 Highlights	
Lesson 5.5 Accomplishments and Contributions of Latino/Latina Community Organizers, Politicians, Justices, etc.	Duration: 1 day	
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers	
National Community Organizer	LATINO PUBLIC BROADCASTING: Latinos in	
State Community Organizer	60 Seconds	
 History of Community Organizers National and Local Community Organizations 	Maria Colón Sánchez (1926-1989)- CT's First	

CONNECTICUT PUBLIC ACT	
NO. 19-12	
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	Community Organizers Movie: Latinos in New York
Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities	Home Links/Reflections to Affirm Identity
Initiation: Students share out a name of Latino/Latina community leaders/elected officials they may have heard about or know who has contributed to the U.S. Activity: Using the Hartford Case Study from the book Identity and Power: Puerto Rican Politics and the Challenge of Ethnicity by Jose E. Cruz (or any other case study listed in materials section), students analyze for attributes and methods used for local political or grassroots organizing. Alternate Activity: Students research and choose the work of a "lesser known" community organizer, politician, advocate, or judge to spotlight their life and their work. Students can research organizers using newspapers, archival data from the Center for Puerto Rican Studies, or any library in the state of Connecticut, including University libraries. Closing: Discuss how the Black and Latino Coalitions came together for the first election of an African American mayor in New England, Thirman Milner, using resources and meeting interests of both groups.	Read "Latinos make up only 1% of all local and federal elected officials, and that's a big problem." AOC, Julian Castro: Underrepresented Hispanics aim to change politics
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
Political Science History	Students watch the following video and write a critique: Harvest of Empire: The Untold Story of Latinos in America

Lesson 5.6 Latino/Latina Challenges in the U.S.: Immigration Stories from the Border	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Intersection of Race, Ethnicity, Immigration, and Deportation DACA and DREAMERS 	Discover More: Immigration Myths and Realities Made in LA
 Detention Centers: Who benefits? Names given to U.S. Border Detention Centers Stories of the Undocumented: What is it like? From Undocumented to Documented (racial disparities in the time frame of becoming a U.S. 	The Hamilton Mixtape: Immigrants (We Get The Job Done)
 permanent resident) Did your ancestors come "legally"? Journey to cross the border (immigration timeline within Latin America Path to travel) 	<u>Undocumented Immigrants Share Their</u> <u>Stories</u>
Vocabulary: DACA, DREAMERS, Detention Centers, Undocumented, Deportation	What 'Dreamers' Gained From DACA Deportations
	Riding 'The Death Train' to America's border
	Illegal border crossings by immigrants are constant in Roma, TX https://www.youtube.com/watch?v=81Y1GQ Fm3lo
	One Quarter of Hispanic Children in the United States Have an Unauthorized Immigrant Parent
	Immigration Nation (Netflix Series)
	Rodriguez, S., (2020). "I Was Born at the Border, Like the 'Wrong' Side of It": Undocumented Latinx Youth Experiences of Racialization in the U.S. South. Anthropology and Education 51(4).
	The Real Solution. Author: Kevin Morales. In Book: "Student Voice: 100 Argument Essays by Teens on Issues that Matter to Them." Norton & Co.: New York.

LA Youth » Immigrant dreams Working Paper 19-3: The Economic Benefits of Latino Immigration: How the Migrant Hispanic Population's Demographic **Characteristics** Children Are at the Forefront of U.S. Racial and Ethnic Change Census: United States Most Undocumented Immigrants are NOT **Mexican** Media Analysis of the U.S. Border Crisis https://storymaps.arcgis. /stories/2c03f5adfe2f47b2bcf73b61228500b1 Immigration and Ethnic and Racial Inequality in the United States https://dash.harvard.edu/bitstream/handle/1/ 3203265/Waters ImmigrationEthnic.pdf What to Call U.S. Border Detention Centers? **Did My Family Really Come Legally?**

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Start with a Human Line-Up or Barometer Activity (<u>Taking Barometer Online</u>) and ask students whether they strongly agree, are neutral, or strongly disagree with the following statements (<u>Teaching Strategy: Barometer: Taking a Stand on Controversial Issues | Facing History</u>) and discuss:

- 1. Immigrants have helped make the United States a better, stronger nation.
- 2. New immigrants continue to make the United States a better nation.
- 3. Undocumented immigrants living in the United States should be allowed to live, work and raise families here.
- 4. Undocumented immigrants should only be deported if they commit serious crimes. They don't deserve a second chance.
- 5. Immigrants who enter or stay in the United States without the appropriate legal documents are breaking the rules. They are not following the legal process or "not waiting in line," the way the law requires.
- 6. Children who were brought to the U.S. without legal documents by their parents should receive permanent residency and/or U.S. citizenship.

Activity: Students watch <u>What 'Dreamers' Gained From DACA</u>. While they are watching, have them write down their reactions/point of view, questions/wonders they have, and present innovative solutions to "immigration" challenges to discuss as class.

Day 2

Activity: In small groups, students examine 1-2 myths from 10 Myths About Immigration. Students then present their myths to the class, and provide evidence for their agreement or disagreement.

Closing: Students use exit ticket to reflect on immigration: Is it worth it? Who benefits? Why different experiences for different groups?

Options for Content Continuity Across History Courses and Interdisciplinary Integration

Art Music English

Home Links/Reflections to Affirm Identity

Students and their families share new information learned about immigration and personal stories.

Students ask their families to also reflect on the prompt:

- Is the immigration journey worth it?
- Are all these dangers worth the risk?
- Did "our ancestors" come here legally?

Extensions/Experiential Opportunities

DACA Position Paper. Writing a Position Paper

Article: DACA Explained: What is it?

ndle/123456789/2065/unidosus latinojobsrep
ort 7220.pdf?sequence=1&isAllowed=y

Voces of a Pandemic

CT Latinos suffer high COVID-19 infection rates as their jobs force public interaction CT Latinos suffer high COVID-19 infection rates as their jobs force public interaction

https://periodismoinvestigativo.com/2020/06/ puerto-ricans-in-the-us-live-in-counties-withthe-highest-possibility-of-covid-19-infectionand-death/

NBC News, Latinos Hit by Coronavirus Job Losses, with a Staggering 18.9% Latinos hardest hit by coronavirus job losses, with a staggering 18.9% unemployed

Pew Research, "About Half of Lower Income Americans Report Household Job or Wage Loss Due to COVID-19," April 21, 2020, https://www.pewsocialtrends.org/2020/04/21 /about-half-of-lower-income-americansreport-household-job-or-wage-loss-due-tocovid-19/

A majority of workers are fearful of coronavirus infections at work, especially Black, Hispanic, and low- and middle-income workers, July 21, 2020, https://www.epi.org/publication/covid-risks-and-hazard-pay/

Inequities exposed: How COVID-19 widened racial inequities in education, health, and the workforce (Accessed July 21, 2020), https://www.epi.org/publication/covid-19-inequities-wilson-testimony/

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Coronavirus Economic Downturn Has Hit Latinos Especially Hard An Examination of Factors Associated with Healthcare Discrimination in Latina Immigrants: The Role of Healthcare Relationships and Language Differing interpretations of health care encounters: A qualitative study of non-Latinx health care providers' perceptions of Latinx patient behaviors Recommended Learning Activities, including UDL Principles/Scaffolded Supports and **Home Links/Reflections to Affirm Asynchronous and Synchronous Learning Opportunities Identity** Students watch the following webinar and Day 1 discuss the impact of "the other pandemic." **Initiation:** Provide national and state data regarding Latinos/Latinas in the workforce and health trends. Webinar: Systemic Racism, Disparities and Students review the data and discuss the implications for Latinos/Latinas in comparison to other racial Health: The Impact of COVID-19 on Latino groups. Health **Activity:** Students select an interview from Voces of a Pandemic documenting the effects of pandemic on larger Latino/a community. Students note the experiences and perspectives similar and different from their own experiences regarding COVID-19. Closing: Students Round Robin one major learning they want all classmates to be aware of. Options for Content Continuity Across History Courses and Interdisciplinary Integration **Extensions/Experiential Opportunities Economics** Watch the video The Most Influential Latina Activist Speaks Out | American Latino and Science Dolores Huerta is the fearless labor activist Math Health and Wellness who coined the positive protest slogan 'si se Public Health puede' Explore intersectionality of race and gender inequities. Explain how women fought for the

	recognition of their art in Puerto Rico and Latin American countries.
Lesson 5.8 Latino/Latina Challenges in the U.S.: Education and Incarceration	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	Materials/Resources/Speakers
 Importance of education What does the data tell us? Policies that hinder or enhance educational access Policies that increase incarceration rates Ramifications for African American/Black and Puerto Rican/Latinos Breaking away from historical stereotypes and perceptions (e.g., NASA recruiting from University of Puerto Rico School of Engineering for the best candidates) 	Unequal: Racism in American Prisons Latinos Are Essential Still Standing Education during CoVID-19 What the data says and (doesn't say) about crime in the USA FBI-Annual Data Collection 10 Must-Read Hispanic News Sites Covering the U.S. and Latin America Beyond Bylines Connecticut profile (Prison Policy Initiative) Hispanic Network Magazine A Hispanic News Source -
	https://hispanicexecutive.com/ Highest to Lowest - Prison Population Total Colonial Lessons: The Politics of Education in Puerto Rico, 1898–1930 The American Historian Top 10 Spanish-Language Newspapers Rios, V. (2011). Policing the Lives of Black and Latino Boys. New York: New York University Press.

Rios, V. (2011). Street Life, Poverty, Gangs and a Ph.D. New York: New York University Press.

Rios, V. (2017). Human Targets: Schools, Police, and the Criminalization of Latino Youth

Lebron, M. (2019). Policing Life and Death: Race, Violence, and Resistance in Puerto Rico. University of California Press.

Davenport, B. (2016). Grit and Hope: A Year with Five Latino Students and the Program That Helped Them Aim for College. University of California Press.

Nunez, E. (2014). Hanging out and Hanging On: From the Projects to the Campus. Rowman & Littlefield.

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Provide national and state data regarding education and incarceration rates disaggregated by race and gender. (Education levels of recent Latino immigrants in the U.S. reach new highs, Today's newly arrived immigrants are the best-educated ever, Real America With Jorge Ramos - Jorgeramos.com)

Activity: Students consider education and community policies that have contributed to stereotypes and oppression for African American/Black and Puerto Rican/Latino youth and reflect on Horace Mann quote, "Education is the great equalizer."

Day 2

Activity: Students analyze how the media cover African American/Black and Puerto Rican/Latino youth/people who have been incarcerated. Students compare mainstream and Black/Hispanic/Latino-

Home Links/Reflections to Affirm Identity

Students have a discussion with their families using the following prompt: What can be done locally and nationally to make sure Latino voices are represented in important conversations about key legislation?

 specific news articles or media news clips for stories, paying special attention to the contrast of the Black/Latino perspective. Examples: 'LatiNation' speaks to the importance of Latinos in U.S. society On Covering Hispanic News and Community: 10 Influential Journalists to Know Right Now Beyond Bylines Chicano/Latino Newspapers - Newspapers - Research Guides at University of Southern California https://www.wnycstudios.org/podcasts/la-brega, PreviousTop 45 Latino Podcasts To Follow in 2021 	
Closing: Students identify major learnings to share with school community (e.g., Student Council, Board	
of Education, Town Council, State Board of Education, CT Black and Hispanic Caucus, etc.). Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
English Humanities Political Science	Students have a class discussion on the effects of discrimination for Latinos. Consider: Many Hispanics worried about their place in U.S., faced discrimination before COVID-19
Lesson 5.9 The Beauty of Being Latino and the Future	Duration: 2 Days
Big Ideas/Topics to be Addressed, including Key Concepts and Terms	
big Ideas/Topics to be Addressed, including key Concepts and Terms	Materials/Resources/Speakers
 Where is Connecticut going? Sense of Family, Community, and Pride among Puerto Ricans and Latinos Resourcefulness and Innovation Constantly evolving and creating: new images and identity 	Materials/Resources/Speakers Child Population by Race in the U.S. Hispanics have accounted for more than half of total U.S. population growth since 2010 Where the U.S. Hispanic population grew most, least from 2010 to 2019 More Hispanic students than ever go to college, but cost is high

What does it mean to be Latino in America today?

Myth of the Melting Pot: America's Racial and Ethnic Divides

<u>Facts Disprove Stereotype of Large Mexican</u> <u>Families</u>

<u>UnidosUS</u> Organization

LULAC.org Organization

Center for Latino Progress: ABOUT US

The San Juan Center

Junta for Progressive Action

Recommended Learning Activities, including UDL Principles/Scaffolded Supports and Asynchronous and Synchronous Learning Opportunities

Day 1

Initiation: Ask students what they know about the historical premise of "The Melting Pot." Students reflect on what they learned in the course and how to move away from this concept to better fit current ideas and growing diversity in the U.S. and re-conceptualize to be more strengths-based, collective, community-oriented, and representative of "La Familia" (show Secretary of Education Miguel Cardona's acceptance speech when nominated).

Activity: Students engage in Four Corner activity (educator, doctor, lawyer, legislator) to discuss what they learned throughout the course to make recommendations for the future.

- What does the future look like for Puerto Rican and Latino people in terms of identity, culture, and consciousness?
- How will the U.S. look like in the future, moving away from assimilation, acculturation, and normed culture?

Closing: Students complete Post-Post Assessment.

Home Links/Reflections to Affirm Identity

Students discuss with their parent/s or guardian/s what they re-imagined regarding African American, Black, Puerto Rican and Latino culture to be in 2050.

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Day 2	
End of Semester/Course Project: Students finalize their Radical Imaginations Through the Arts and Be The Change Projects, spotlighting their experience with the course and its impact on identity development. Projects should showcase contributions of African American/Black and Puerto Rican/Latino people individually and collectively, and how they have shaped students' life personally and why. Projects should be exhibited in a way that can be shared with the full school community.	
Options for Content Continuity Across History Courses and Interdisciplinary Integration	Extensions/Experiential Opportunities
EnglishSociology	Read One Nation, Indivisible: Is It History?
Humanities	,

Appendix

ADVISORY GROUP
EXPERT REVIEW PANEL
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UNITS AT-A-GLANCE

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Social Studies Department Chair, New Britain High School, Consolidated School District of New Britain

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Retired Educator and Board of Education Member, Bloomfield Public Schools

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Director of African American Studies, University of Florida (formerly at Conn College) African American/Black Content Development Committee

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Professional Learning Facilitator, CT Association of Public School Superintendents (CAPSS) Professional Learning Plan Committee

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REFERENCE LIST

Book Bundle Recommendations (for each class/department and school/community library)

Acosta-Belen, Edna. "Puerto Rican Heritage Poster Series." Centro Center for Puerto Rican Studies, https://centropr.hunter.cuny.edu/education/puerto-rican-heritage-poster-series.

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Harris, Katherine J, et al. African American Connecticut Explored. Edited by Elizabeth J Normen, Reprint ed., Wesleyan Univ Press, 2016.

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Latin American Youth Center Writers. Voces Sin Fronteras: Our Stories Our Truth: Nuestras Historias Nuestra Verdad: True Comics from the Latin American Youth Center. Translated by Santiago Casares, 2nd ed., Shout Mouse Press, Inc., 2018.

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Berry, Daina Ramey, and Kali N. Gross. A Black Women's History of the United States. Beacon Press, 2020.

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UNITS-AT-A-GLANCE

Semester 1: Unit 1 At-A-Glance: Where We Come From: Introduction to African Origins and **Contributions of Ancient African Empires to World Civilizations and the African Diaspora**

In this unit, students will:

- Examine the impact of various aspects of African culture world civilizations in the past and present.
- Analyze the factors that have contributed to racialized global conflict and change in the modern world; and
- Develop a positive and accurate identity, including an awareness of and comfort with ones' membership in multiple groups in society.

Compelling Questions: What impact did the people of Ancient Africa have on early and modern civilizations, and why has this impact been largely ignored through much of history? How has the concept of race been socially constructed over time?

Pre-Assessment: Students complete a course self-assessment to gauge interest, comfort level, and current knowledge.

Lesson	Days	Topic of Study	Evidence of Learning
1.0	2	Course Introduction: Who are We?	In this lesson, students create a safe space for learning and examine who they are as individuals. Students begin their Identity Development Journals. Students complete an exit ticket sharing supports they will need as a learner in this course. (Journal Entry: What factors shape my identity? What parts of identity do I choose for myself? What parts of my identity are developed for me?)
1.1	2	African Origins	In this lesson, students discuss the implications of the "Lucy" fossils discovered in Ethiopia. In small groups, students plan their claim/counterclaim of how humanity began using evidence from primary and secondary sources (e.g., maps, articles) and present claim and counterclaims to class.
1.2	2	African Empires to the Demise of Songhai	In this lesson, students explore various African Empires. Students use an exit ticket to answer questions pertaining to the wealth of a civilization, the role of women in governing empire, and leadership styles. Students complete an exit ticket reflecting on their learning.
1.3	1	The Moors	In this lesson, students examine why the Moors are important to the study of African American history. Students use an exit ticket to answer how the identities of the Moors in Africa are relevant to African Americans and Black people today.
1.4	5	The Social Construction of Race and Transatlantic Slave Trade	In this lesson, students discuss the social construct of race and the understanding of race in context of the history of slavery in America and globally. Students complete a reflection of the impact of race on their lives and Early American culture. In small groups, students report on an individual or topic in format of choice. (Journal Entry: What have I learned that has impacted my thinking on race?)

This unit concludes with an End-of Unit Performance Task in which students collectively draw from their research to create and present a representation addressing the compelling question of the impact of the people of Ancient Africa on the development of humanity and civilization (e.g., presentation, descriptive PowerPoint, visual depiction such as poster or concept map or matrix, etc.).

Semester 2: Unit 2 At-A-Glance: How African Americans Persisted: **Slavery and Freedom Stories of Resistance and Agency**

In this unit, students will:

- Analyze how Africans, African Americans, and their descendants have struggled to gain freedom, equality, and social justice.
- Explore the ways in which slavery was embedded in legislation.
- Investigate how multiple racial and cultural perspectives influence the interpretation of slavery.

Compelling Question: How were some Africans from the global diaspora able to assert their agency to resist slavery; why were other Africans unable to do this?

Pre-Assessment: Before beginning this unit, students complete a poll to survey understanding of local and global slavery that existed, the prevalence of slavery in Connecticut and the Caribbean, and the importance of slavery to the U.S. and local economies.

Lesson	Days	Topic of Study	Evidence of Learning
2.1	2	Slavery and Freedom in Their Own Words	In this lesson, students are introduced to the Five Themes of Slavery© (i.e., Dehumanization, Treatment of Enslaved, Paternalism, Economics, Agency, and Resistance). Using these same five themes, students can evaluate the stories of: • Moses • Venture Smith • James Mars, and • Gad Asher
2.2	2	Agency and Resistance: Fort Mose and Haiti	In this lesson, students explore acts of agency depicted in Fort Mose and the Haitian Revolution and Independence. They will identify examples of agency used by Francisco Menendez, Toussaint L'Ouverture, and other people who experienced forced migration, as part of the beginning movement for freedom, justice, and change. They will analyze maps for global perspective. How were some Africans from the global diaspora able to assert their agency to resist slavery; why were other Africans unable to do this? Students apply the themes of agency and resistance to Fort Mose and Haiti. Students provide a short essay response to explain the impact of Fort Mose and the Haitian revolution in the Americas, especially among blacks? (Journal Entry: How has the information I learned in this lesson impacted me?)
2.3	4	Understanding Slavery as an Institution in Connecticut: Laws and Census Data	In this lesson, students explore slavery in Connecticut through the examination of: personal narrative of Nero Hawley, Connecticut laws, and Connecticut data. Students complete an exit ticket summarizing three new facts learned about Nero Hawley as they related to Themes of Slavery and/or migration. As a compilation of new knowledge, at the end of this unit students write an explanation of the changes in societal structures during this era and the impact on life in Connecticut communities. (Journal Entry: Write about the place you grew up. How has that experience shaped your life?)

This unit concludes with an End-of-Unit Performance Task in which students write a fictional interview of an Africa/African descendant (living in the time period explored) explaining how he/she asserted their agency and resistance to spark revolutionary change, preserve their own humanity, and resist slavery.

Semester 1: Unit 3 At-A-Glance: Black Literacy, Organizations, and Liberation

In this unit, students will:

- Examine how Africans and African descendants worked individually and collectively to spark revolutionary change to their existence;
- Explore various perspectives of enslavement from free and enslaved Africans; and
- Analyze the impact of the cotton economy on the development of the domestic slave trade.

Compelling Question: When is resistance and/or revolution justified/glorified/condemned? How effective were the actions of abolitionists and the slave rebellions of this period? Are individual contributions or collective efforts more effective in actualizing social change?

Pre-Assessment: In what ways have Africans, African Americans, and African descendants persisted past adversity to preserve their own humanity and contribute to the development of American Culture and Innovation? (KWL)

Lesson	Days	Topic of Study	Evidence of Learning
3.1	5	The Age of Abolition: The Gradualist Period (1800– 1830)	In this lesson, students collaboratively analyze and evaluate major forms of slave resistance using primary and secondary sources. Utilizing exit tickets, students summarize the impacts of cotton, Denmark Vesey, Black Churches, Abolitionists, and Free Blacks on slavery resistance and revolution.
3.2	3	The Militant Period (1830– 1840)	In this lesson, students analyze how African descendants organized and fought for freedom from slavery studying historical accounts of race riots from 1830-1840 (e.g., Nat Turner Slave Rebellion, Amistad Rebellion, Underground Railroad). Students create and share a presentation (e.g., TikTok video) stating their claims and evidence regarding their argument representing the captain of the American ship, two Spanish officers, or the Spanish Government. (Journal Entry: What motivates you?)
3.3	3	The Early and Late Political Periods (1840– 1860)	In this lesson, students explore accounts of resistance occurring from 1840-1850 (e.g., Frederick Douglass, Fugitive Slave Act of 1850, Bleeding Kansas, Dred Scott Decision, John Brown). Students compose a written response to explain the acts of resistance during this time and reflect upon the compelling question.
3.4	4	The Road to Freedom (1861– 65)	In this lesson, students consider the role of Black soldiers in the Civil War and impact of the Emancipation Proclamation. Students complete exit tickets to share their learning. (Journal Entry: What challenges have you overcome? How did you overcome them?)

This unit concludes with an End-of-Unit Performance Task in which students individually answer the compelling question: In the face of overwhelming injustice, is resistance and/or revolution justified? Students define resistance and reference at least three resources explored in the Unit to support their claims. Students can represent learning in an alternative medium of choice (video, podcast, etc.).

Semester 1: Unit 4 At-A-Glance: Long, Long History for Equality

In this unit, students will:

- Examine how Africans and African descendants worked individually and collectively to spark revolutionary change to their existence.
- Explore the Reconstruction politics through literature and other accounts from primary documents and impact on Whites and Blacks.

Compelling Question: How was Reconstruction a success or failure?

Pre-Assessment Poll or KWL: How did Reconstruction impact Africans, African Americans, and Blacks?

Lesson	Days	Topic of Study	Evidence of Learning
4.1	2	The African American Experience During the Reconstruction Era (1865–1877)	In this lesson, students consider how history may have been different if alternate plans for the Reconstruction of the South had been put in place. Then, students analyze the impact of Reconstruction on the Black Family and Explore the Amendments. Students complete exit tickets as evidence of learning. (Journal Entry: Who is American? How might America's character be different today if Lincoln had lived to implement his Reconstruction plan?)
4.2	3	The African American Experience in the Years Following Reconstruction (1877–1898)	In this lesson, students collaboratively research Black Americans in Congress and the westward movement of African Americans. Students participate in a poster session and document their questions/answers. Students write a short response to answer the impact of the Spanish-American War on African American communities.
4.3	3	Struggle Against Jim Crow	In this lesson, students analyze photos and text to develop an understanding of Jim Crow laws and the racial trauma experienced. They will design/create a "Freedom Dream" about what changes are needed now to end racial violence and trauma. Students will compare/contrast the beliefs of two Black scholars of the day (e.g., W.E.B. Du Bois and Booker T. Washington) and reflect on W.E.B. Du Bois' belief of the Reconstruction. (Journal Entry: As a result of your reflection on Jim Crow, what is the residue left today and what actions will you take?)
4.4	4	The Education and Entrepreneurship of Blacks	In this lesson, students discuss the growth and development of Black Wall Street, Black entrepreneurships, and historically Black Colleges and Universities (HBCUs) as a conduit to greater freedom. The last two days of this lesson are devoted to the Socratic Seminar End-of-Unit Performance Task.

This unit concludes with an End-of-Unit Performance Task in which students return to the compelling and preassessment questions (e.g., How was the Reconstruction a success or failure?). These questions guide students as they participate in a Socratic Seminar. After the Socratic Seminar, students individually write a response answering the compelling questions and integrating information from the unit. Students may also represent learning using a medium of choice (drawing sketch, infographic, poem, etc.)

Semester 1: Unit 5 At-A-Glance: Black Movement for Equality

In this unit, students will:

- Identify tactics, mission, and accomplishments of major groups involved in the movement for equality
- Investigate the causes, consequences, and historical context of key events in this time period
- Evaluate how individuals, groups, and institutions in the United States have both promoted and hindered people's struggle for freedom, equality, and social justice;
- Analyze the role of the federal government in supporting and inhibiting various 20th century civil rights movements;
- Analyze the role of women of color in the women's rights movement.

Compelling Question: How successful have Black Americans' movements for equality been in transforming the dreams, status, and rights of Black Americans in the United States?

Pre-Assessment: Student Identity: Imagine you are a student during the time period. Describe your school day in a onepage journal entry.

Lesson	Days	Topic of Study	Evidence of Learning
5.1	4	Great Migration, "Nadir of Race Relations" and the Juxtaposition of Hope	• In this lesson, students analyze text in an exploration of the Nadir of African American History, including the aftereffects of the Reconstruction era and the Great Migration to explore the question "is the dream still being deferred?" Students examine black soldiers, veterans, riot vs. massacre, and Red Summer 1919. Students compare Summer of 1919 to Summer of 2020 and reflect daily through the use of exit tickets. Students will provide a response to: How is the juxtaposition of hope manifested in the past and present history of Blacks and African Americans in the long battle for equality and ultimately continued existence? (Journal Entry: What are your dreams? Have you ever had a dream deferred? Explain.)
5.2	3	The Power of Black Art- The Empowerment of Black People Through the Arts	In this lesson, students examine the societal impacts of Black and African American writers, artists, and scientists of the time. They reflect on their learning using exit tickets and class discussions. (Journal Entry: What kinds of art do you love? How does the art you love connect back to the Harlem Renaissance?)
5.3	2	Remnants of the Jim Crow South	In this lesson, students are introduced to the 20 th -century housing policies that bankrolled white capital accumulation while halting Black social mobility through text, videos, and a role-play activity. Students complete exit slips to reflect on their learning.
5.4	2	Resistance and Revolution Through Organized Efforts	In this lesson, students investigate influential Black organizations developed 1909-1950 and their impact on decisions such as Brown v BOE. Students will use an exit ticket to identify what they think is significant about the Brown decision.
5.5	1	WWII - Tuskegee Airmen	In this lesson, students analyze information and oral and written histories to gain insight into the Black/African American experience during WWII. Students use an exit ticket to reflect on the irony of African American men fighting for freedom in comparison to lived experience in the U.S.

Lesson	Days	Topic of Study	Evidence of Learning
5.6	2	How The Women Organized and Agitated	In this lesson, students focus on the Women's movement during the Civil Rights Era and explore how racial discrimination was compounded by gender discrimination and how this negatively affected women's opportunities and rights. Students create a poster and oral story about a Black female historical figure from CT to share contributions and notable accomplishments from a range of professions, including sciences, arts, culinary, and sports. (Journal Entry: Write about a time you encountered racism.)
5.7	2	How The Youth Organized and Agitated	In this lesson, students examine the role and contributions of youth through a series of role-plays that explore the history and evolution of the Student Nonviolent Coordinating Committee.

Using a medium of choice (e.g., artistic expression, literary work, print or virtual), students create a presentation to answer the compelling question: How successful have Black Americans' movements for equality been in transforming the dreams, status, and rights of Black Americans in the United States?

Semester 1: Unit 6 At-A-Glance: Protest, Politics, and Power, 1965-Present

In this unit, students will examine African American history from the political, economic, and cultural impact of Black Power to Black Lives Matter. During this era, African Americans used the vote to demand reform, created organizations such as the Black Panther Party to address police brutality, and created independent social programs. Since 1965, African Americans have made major progress, such as an increase of college graduates and decreasing the poverty rate; however, institutional racism continues to undermine the progress of African Americans and African and Black Caribbean immigrants as well as an expanding Black middle class.

In this unit, students will:

- Examine the impact of class and gender on how the Black community is shaped by a variety of identities, communities, and perspectives.
- Analyze historical, contemporary, and emerging means of changing societies, promoting the common good, and protecting rights.
- Reimagine new possibilities and more just futures for our country and our world drawn from the legacy of African American/Black experiences, intellectual thought, and culture.

Compelling Questions: What are the greatest human rights issues facing America today and in the future? What does radically reimagining new possibilities and more just futures look and sound like now?

Pre-Assessment: Poll students' knowledge of political and cultural accomplishments during this time.

Lesson	Days	Topic of Study	Evidence of Learning
6.1	5	Black Power (1965–1975)	In this lesson, students transform the traditional understanding of the "Civil Rights Movement" as a domestic movement for political rights to an understanding of it as a struggle for human rights that is connected to broader struggles including political freedom, human dignity, and economic stability for marginalized and oppressed people around the world. Students explore Malcolm X, Martin Luther King, Jr., the Black Panthers, and the FBI's war on the Black Freedom Movement. Students create their own 10 Point Program and "Freedom Dream" representation in response to summer 2020 protests.
6.2	2	Black Politics	In this lesson, students analyze the expansion, organization, and rising influence of African Americans in the United States Senate and House of Representatives. Students choose to collaboratively research a member of Congress, or individually complete a hypothetical position as if they are an African American Member of Congress or candidate for either the House or Senate. (Journal Entry: What are your personal interests? What are your dreams beyond high school?)
6.3	3	Black Cultural Production	In this lesson, students explore the idea that music is a reflection of the values and beliefs of the time period in which it was created. Specifically, students analyze maps, photos, and lyrics to understand the historical roots of hip-hop and the social/political messages found in hip-hop. Students analyze the role of blacks in movies and television and answer question, What role did Blacks play in shaping American culture during this time?

Lesson	Days	Topic of Study	Evidence of Learning
6.4	3	Systemic Racism 1965-Present	In this lesson, students discuss the meaning of institutional racism and dig deep into the effects of wealth and race on housing. Students learn about the Voting Rights Act of 1965 and think about this Act as being one of the most important pieces of civil rights legislation in U.S. history. Students participate in conversations and write a "Collective" response to address a local/national issue related to Systemic Racism as evidence of learning. (Journal Entry: What assumptions do people make about you?)
6.5	3	Black Lives Matter Movement	In this lesson, students gain an understanding of the history of the Black Lives Matter Movement, the Kaepernick protest and how Blacks and other groups came together to fight for justice. They will learn about reparations and present arguments for/against a Reparations Bill. They will work on the end of semester Radical Imagination through the Arts Project and/or Be the Change project.

Students look through the social justice lens and showcase how African American/Black history and culture teach us about radically reimagining new possibilities and more just futures for school-wide viewing. Course projects options: Radical Imagination Through the Arts and Be the Change service learning project.

Semester 2: Unit One-At-A-Glance: Early Beginnings

In this unit, students will:

- Explore Latinos' and Puerto Ricans' identity;
- Examine the collective and individual identities of Latinos and Puerto Ricans and demonstrate understanding of how this influences the perception and realities of Latino and Puerto Rican;
- Explore Latinos' understanding of race;
- Understand how Latinos "show up in the color line that created a Black and White bin";
- Examine Puerto Rican Migration; and
- Learn about the strengths and contributions of the African diaspora in Latin America and in the Caribbean

Compelling Questions: How has Latino and Puerto Rican identity evolved over time? Is there a single "Latino identity"? Is there a Latino "race"?

Pre-Assessment: Students engage in a gallery walk to gauge information on definition of culture, Latino/Puerto Rican identity, and migration of Latinos/Puerto Ricans.

Lesson	Days	Topic of Study	Evidence of Learning
1.0	2	Semester Introduction/Review of Semester 1	1. In this lesson, students re-examine their safe space for learning and continue their investigation into who they are racially, ethnically and culturally. Students also explore the collective and individual identities of Latinos and Puerto Ricans and create an "I Am From Poem."
1.1	2	Latinos on Race while living <i>in</i> between the Black and White Binary	In this lesson, students reexamine the concept of race and culture through the lens of Latinos. Students complete a series of activities about Latinos' understanding of their own racial identity. Students utilize the Four Corners activity to examine common misperceptions regarding race for Latinos.
1.2	3	Latino Culture: The Multiple and Evolving Identities of Latinos	In this lesson, students study identity and the differences between the terms Hispanic, Latino/a, Spanish, and LatinX. They create a TikTok or PSA on the differences.
1.3	3	Where do we come from? African and Indigenous Diaspora in Puerto Rico and in Latin America	In this lesson, students examine the contributions of the African and Indigenous contributions to Puerto Rican and Latino diaspora. Students create a discussion post about how the contributions from the African and Indigenous shaped Latino identity.
1.4	3	Geography: Puerto Rican and Latin American Migration	In this lesson, students learn about the geography, immigration and migrations of Puerto Ricans and other Latinos from the 1800s-present. Students create image/graphic/picture that summarizes what they learned. They discuss with one another how family identity influenced the people who migrated to the USA.

This unit concludes with an End-of Unit Performance Task in which students create an "I am From" poem about their background, family, home, life, and traditions.

Semester 2: Unit 2 At-A-Glance: Blood and Resilience

In this unit, students will:

- Explore different perspectives on how the Natives were treated by the Europeans and the voices like Bartolomeo de las Casas, who left a single perspective of this historical encounter behind.
- Explore various forms of anti-Latino treatment such as scientific experiments in Puerto Rico and Guatemala, and language suppression.
- Become more aware of contributions of Latino people to American history in spite of oppression.

Compelling Questions: How has the persisting narrative of the voyages of Columbus held long and short-term consequences for the formation and evolution of the identity of Puerto Ricans and Latinos?

Pre-Assessment: Teachers will facilitate review of prior knowledge using multiple True/False statements via Kahoot or Human Line-Up (Note: these are examples. Teacher can use any other APP.)

Lesson	Days	Topic of Study	Evidence of Learning
2.1	5	The Taínos, Aztecs, Incas, and the Mayans: The critical hidden figures in Puerto Rican and Latino history	In this lesson, students study the Indigenous [Taínos, Incas, Mayan Kalina, Triple Alliance (Aztec), Olmecs, Mayas] presence in Puerto Rican and other Latino/a cultures and contributions of Indigenous societies. Students create an online museum or news broadcast focusing on a specific Indigenous group from Latin America.
2.2	2	Columbus and His Actions in the Caribbean	In this lesson, students engage in a debate and/or role-play regarding the actions of Columbus in Puerto Rico and Latin America. Students complete an exit ticket to answer what more they need to learn about the impact that Columbus' actions had in Puerto Rico and in Latin America.
2.3	1	Bartolomé de Las Casas	In this lesson, students gain an understanding of the impact that Bartolomé de Las Casas had on exposing the atrocities of Columbus' treatment of Indigenous People while at the same he was promoting that the Spaniards had enslaved people from the African Continent do the work. Students prepare an editorial (op-ed) regarding treatment of the Indigenous population.
2.4	1	Treatment of Indigenous by the Spaniards	In this lesson, the students conduct research to learn and investigate the factors for colonizing and the treatment of Indigenous populations, discussing if assimilation or acculturation more accurately describes the treatment of Indigenous people historically and over time.

Lesson	Days	Topic of Study	Evidence of Learning
2.5	2	Anti-Latino Massacre Timeline	In this lesson, students review and discuss how violence manifested toward the Indigenous populations after the arrival of Columbus in 1492 and compare it to the current anti-Latino violence happening currently in the United States. Students explore various forms of anti-Latino treatment focusing on Police brutality. Students write a journal entry (note journal entry can be done in different formats).
2.6	3	Scientific Experiments: Puerto Rico and Guatemala	In this lesson, students read articles and watch documentaries about the experiments done by the USA to Puerto Ricans and Guatemalans. Students create a Remembrance poster for a victim of violence. Students discuss and write about the following: How should we acknowledge the atrocities of our past when we tell our history?
2.7	2	Language Suppression in Puerto Rico, Latin America, and the US	In this lesson, students read an article to understand how policies created to suppress the language spoken by Puerto Ricans and other Latinos ensured the continuation of power and privilege of the colonizers. Students respond to questions in an op-ed format regarding the intersection of language and identity and language suppression in the United States.

This unit concludes with an End-of Unit Performance Task in which students create a remembrance poster (or bio, poem, or drawing, etc.). This could be about a person (Latino killed in massacre or by research) or about a concept (death of language/cultural aspect). The purpose of these posters is to create discourse of impact and to ensure stories regarding the challenges of the current Puerto Rican and Latino generations in the U.S. are being told in order to interrupt perpetuation of future acts of violence.

Semester 2: Unit 3-At-A-Glance: Sweat

In this unit, students will:

- Explore how colonialism impacted the development of Latin America societies during a period of social, economic "transformation."
- Examine and interpret how Latin Americans and Puerto Ricans constructed and interpreted racial, ethnic, class, and gender identities as a result of historic and economic experiences of enslaved Africans in Latin America and in Puerto Rico.
- Investigate the ways in which United States relations with Puerto Rico and Latin America help or hinder social and economic growth.
- Examine specific role of Indigenous, Spaniards, and Africans in the formation of the Puerto Rican Nation.
- Evaluate how severe economic policies impact the economic growth of Puerto Rican and Latin America currently.

Compelling Question: How did power and hierarchy come together to create the social and economic structures of Puerto Rico and Latin America?

Pre-Assessment: KWL about students' current understanding of colonialism, United States' relations with Puerto Rico, and Latin America help or hinder social and economic growth.

Lesson	Days	Topic of Study	Evidence of Learning		
	3.1: The Emergence of Latin American People				
3.1-1	3	The arrival of the "Conquistadores" (transition to identity) and the Legacy of Colonialism (1400s)	In this lesson, students examine the history of colonization from Spain and from the United States impacted the social and economic development of Puerto Rico and Latin America, while also demonstrating the perseverance, optimism and fortitude of Puerto Ricans and other Latinos. Students end with a discussion and create a post (different formats can be used) on their understanding of how issues with inequality and desire for freedom influence culture and/or new cultural patterns in different countries of Latin America and in Puerto Rico.		
3.1-2	2	Bringing the New Labor Force	In this lesson, students research the system of labor that existed among Indigenous, enslaved Africans, and "free people" and the impact on Latin America and the Caribbean. Students complete a Venn diagram comparing/contrasting Slavery in North American and Central/South America and analyze primary source photographs and paintings. (Journal Entry: Why do you think obviously incorrect race and/or gender stereotypes, like that all girls like pink, remain in society?)		
3.1-3	2	Race in Latin America: Caste or Social Hierarchy?	In this lesson, students gain an understanding of the racial or social caste of Latin America as a way to enforce slavery and a racial hierarchy among different groups in Latin America. Students compare and contrast the Spanish caste system with the American racial caste system, answering how Latinos fit in this racial caste system of the United States.		
3.1-4	2	Evolution of Identities: Indigenous, Africans and the rest of the people who wanted to be part of this evolution	In this lesson, students examine and demonstrate an understanding on the evolution of multiple social and ethnic identities that evolved in Puerto Rican and in Latin America. Students also explore the history of Afro-Latinos in Puerto Rico and in Latin America.		
	I	3.2	Political Economy of Latin America		

Lesson	Days	Topic of Study	Evidence of Learning
3.2-1	2	The Uneasy Neighbors: United States and Latin America relations	In this lesson, students examine and analyze U.S. and Latin American relations, policies and interventions that have helped or hindered economic development.
		3.3: Puerto I	Rican Sweat: The Legacy of U.S. Colonialism
3.3-1	1	Royal Decree of Graces of 1815 (Real Cedula de Gracia): Why is this important?	In this lesson, students learn the impact that Cedula de Gracia had in the economic development and growth of Puerto Rico. Students reflect on the following questions: How did this change the economic climate in Puerto Rico? What did autonomy look like for families?
3.3-2	2	U.S. Occupation of the Island	In this lesson, students learn about the history of U.S. colonization of Puerto Ricans and determine if the U.S. influence on Puerto Rico has been negative, positive, or a combination of both. Students debate as to whether the U.S. occupied, invaded, and/or acquired the island.
3.3-3	2	All of these Acts: Jones Act, the Foraker Act: Who benefits?	In this lesson, students learn whether the acts only benefited the United States or not. Students research and complete an argumentative essay or create graphic memoir claiming whether U.S. citizenship was earned or given to Puerto Ricans.
3.3-4	2	The Paradox of Puerto Rico: Nation? Estado Libre Asociado (Associated Free State)? Colony? And Its Relationship to the Island's Social and Economic Policies	In this lesson, students research the past, present, and future of Puerto Rico in relation to it being a territory. Students reflect and communicate their thoughts on Puerto Rico as a state or as an independent nation and on Puerto Ricans being considered "second class" citizens.
3.3-5	4	The Role of the U.S. as a Neighbor/Colonizer: The Economic Impact of Operation Bootstrap, PROMESA, Hurricane Maria, and the Earthquake	In this lesson, students revisit the perpetuation of SWEAT and economic influences on Puerto Rican community and culture. Students create and discuss a social-political-economic timeline of how the economic crisis evolved that demonstrates the lived experiences of Puerto Ricans (Operation Bootstrap, PROMESA, Hurricane Maria, etc.). Students then engage in a close read of Sonia Sotomayor's Supreme Court decision regarding bankruptcy status.
This unit	conclud	es with an End-of Unit F	Performance Task with the Status of Puerto Rico Project.

Semester 2: Unit 4 At-A-Glance: Resistance and Defiance

In this unit, students will:

- Explore the Latinos' fight for independence against Spain
- Explore the nationalist movements against dictatorial/non-democratic leaders in the 20th century
- Analyze the power structures within the United States that influence oppressing the people and voices of the Latino world
- Examine the arts as a form of resistance, strength, and community

Compelling question: With the diaspora in mind, how has the theme of resilience been illustrated in the past and present history of Latinos' battle for equity?

Pre-Assessment: Students popcorn-out what they already know about Latin American revolutions.

Lesson	Days	Topic of Study	Evidence of Learning
	4.1 Latin American Revolutions from Spain		
4.1-1	1	Revolution in the Colonies: A Replication of the Liberté, Égalité, Fraternité	In this lesson, students understand how the Haitian Revolution served as the framework for other revolutions in Latin America. Students engage in a close analysis of artwork depicting the Haitian Revolution to develop a deeper awareness of the historical context and gain insight on the perspective of the artist.
4.1-2	5	Revolt, Defiance, and Resistance From Spain	In this lesson, students work collaboratively to research a Latin American revolution and create a Crash Course video to teach classmates about the researched revolution.
	I	4.2	20th Century Latin American Revolutions
4.2-1	4	Revolutions from Latin America	In this lesson, students analyze the suffering and pain that fueled revolutions in Latin America. Students do a case study using Guatemala as an example. Students share their answers with each other on the following question: How does Guatemalan revolution demonstrate resistance and defiance?
4.2-2	4	Puerto Rican Resistance and Defiance Throughout History	In this lesson, students engage with different historical events of Puerto Rican resistance and defiance (Grito de Lares, Gag Law, Utuado Uprising, etc.) Using Google Jamboard or any other application, students compare and contrast different Puerto Rican resistance groups and events that happened. Students use the Four Corner protocol to understand the role of the FBI during resistance events. Students end by documenting their new learnings and share with their classmates.

Lesson	Days	Topic of Study	Evidence of Learning
4.2-3	1	Resistance in Latin American and Puerto Rican History: Timeline of the Movers and the Shakers	In this lesson, students individually research a Puerto Rican or Latina/o who is considered a resistance hero. Students create a monologue about the individual and share the monologue with the class.
	•		4.3 Resistance in the U.S
4.3-1	4	Latino Resistance in the U.S.	In this lesson, students examine the role of the Young Lords, Chicano Movement and other Latino resistance in the United States. Students reflect back to compare and contrast activity from Semester One, Lesson 6.1 (Compare and contrast Black Panther 10-point program and the Young Lords 13 point program).
			4.4 Latino Civil Rights Movement
4.4-1	2	The History of the Latino Civil Rights Movement in the United States	In this lesson, students learn about the history of the Latino Civil rights movement in the United States by creating a timeline of events from 1900s-current. Students complete a graphic organizer using the Zoot Suit Riots as one of the events that propel Latino Civil Rights in the USA.
4.4-2	1	The Use of Arts for Transforming Societies and Marking the Latino Presence in the U.S.	In this lesson, students learn about the power of art as a source of history and protest, and as a way to learn about people's history and culture. Students analyze protest art created by Puerto Rican and Latino artists.
4.4-3	1	Protest and resistance in Puerto Rican and other Latinos in the arts and music	In this lesson, students learn how Puerto Ricans and Latinos throughout history have used music as a form of resistance. Students analyze different resistance songs created by Puerto Ricans and Latino artists.

This unit concludes with an End-of Unit Performance Task in which students collectively select countries to research, and create their own Crash Course video (max 5 min). The video should include the involvement of allies (countries) with other Latin American countries. Options also for an Art Piece representing present-day equity issue.

Semester 2: Unit 5 At-A-Glance: Where are we now?

In this unit, students will:

- Analyze reasons that individuals from Puerto Rico and other Latin Americans migrated to Connecticut.
- Explore the accomplishments and contributions of these individuals and their descendants to Connecticut history and culture.
- Understand and examine the misconceptions and negative beliefs that have been normalized and excluded the contributions of Latinos and Puerto Ricans.

Compelling question: What impact have Puerto Ricans and Latinos had on Connecticut, and what impact might they (and you) have on the future?

Pre-Assessment: Students re-engage with the charts created in Semester Two, Lesson 1.0 and add to the charts using Gallery Walk protocol.

Lesson	Days	Topic of Study	Evidence of Learning
5.1	2	Introduction to Unit 5 and Puerto Rican Migration to Connecticut and the United States	In this lesson, students add to the charts they created previously. Students analyze census information and the economic contributions of Hispanics to the United States Economy. As a class, students analyze demographic data about Puerto Ricans in Connecticut and share and journal their learning regarding the contributions of Puerto Ricans to CT.
5.2	1	Immigration from other Latin American Countries to Connecticut and the United States	In this lesson, students learn about the reason different Latinos emigrated to Connecticut and the USA.
5.3	2	Accomplishments and Contributions of Puerto Ricans and Latinos/Latinas in the Military	In this lesson, students work collaboratively to research the Puerto Rican and Latino experience using the Borinqueneers as an example. Students create magazine covers to capture their new learning.
5.4	1	Accomplishments and Contributions of Latino/Latina Inventors, Musicians, and Athletes/Sports	In this lesson, students individually research a Latino inventor, artist, or athlete. Students produce a video, poem, or artwork to highlight their individual's accomplishments and challenges.
5.5	1	Accomplishments and Contributions of Latino/Latina Community Organizers, Politicians, Justices, etc.	In this lesson, students analyze the expansion, organization, and rising influence of national and local Community Organizers, Politicians and Justices. Students choose to collaboratively research a member of Congress, or individually complete a hypothetical position as if they are a Latino member of Congress or candidate for either the House of Senate. Journal Entry: What accomplishments and contributions would you like to make now and throughout your life?

Lesson	Days	Topic of Study	Evidence of Learning
5.6	2	Latino/Latina Challenges in the U.S.: Immigration	In this lesson, students delve into their own perceptions of immigrants while learning about the personal stories of "dreamers" and uncover any misperceptions/myths.
		Stories from the Border	Students "jigsaw an article" about the myths regarding immigration and present them in groups. Then using an Exit Ticket, students reflect on the challenges/benefits of immigration.
5.7	1	Latino/Latina Challenges in the U.S.: Labor and Health	In this lesson, students explore the challenges and opportunities experienced by Latinos regarding occupations and health. Students analyze data and discuss the implications for Latinos/Latinas in comparison to other racial groups.
5.8	2	Latino/Latina Challenges in the U.S.: Education and Incarceration	In this lesson, students examine data regarding education and incarceration rates disaggregated by race and gender and analyze how the media reflect on Puerto Rican/Latino youth/people who have been incarcerated. Students create recommendations to present to a potential external audience.
5.9	2	The Beauty of Being Latino and the Future	In this lesson, students analyze the future for Puerto Ricans and Latinos in terms of identity, culture, and consciousness. Students present their Latino Project.

This unit concludes with an End-of Unit Performance Task: Latino Experience Interview Project. Students finalize their Radical Imaginations Through the Arts and Be The Change Projects spotlighting their experience with the course and impact on their identity development. Projects should showcase contributions of African American/Black and Puerto Rican/Latino people individually and collectively, and how they have shaped students' life personally and why. Projects should be exhibited in a way that can be shared with the full school community.





COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: BOARD MEETING: Thursday, August 5, 2021 Thursday, August 19, 2021

TO THE BOARD OF EDUCATION WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
D. Basile	Wilby gym: Thursday, Oct. 21st 8:30am to 11:00am (Annual College Fair)
Adult Educ. A Musto	Kennedy classrooms: Sept. 20 th thru Dec. 9 th 5:30 – 9:30 pm (Fall Enrichment Programs)
R.McDonald	Career Academy gym: Aug. 9 th thru Aug. 27 th 11:00am – 1:30pm Mondays, Tuesdays, Thursdays (Cheerleading Team practice)
Mayor's Office	West Side M.S.: Sat., Aug. 28 th 10:00am – 12:00pm (Suit Drop Off)

Approved	
Ann Sweeney	Dr. Verna D. Ruffin
	Superintendent of Schools

SCHOOL PERSONNEL USE ONLY

Book

DATE: 7-22-21

TO:	SCHOOL BUSINESS OFFICE	
	Ryan McDonald Career Academy RSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:	
ATIDIT	SCHOOL REQUESTED: CAREER Academy ORIUM OF GYMNASIUM SWIMMING POOL CAFE/ROOMS	n
DATES REC	QUESTED: Aug. 9th - Aug. 27 Tues do Thursd. FROM 11: 40 appm TO 1:30 ampm	ay ay
LOW THE EC	er leading Team enditioning	
	APPLICANT SM	

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at police and fire headquarters.

DATE: July 21, 2021

TO:	School Business Office
FROM:	Waterbury Adult Education
	SIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:
NAME OF SO	CHOOL REQUESTED: Kennedy High School
AUDITO	RIUM GYMNASIUM SWIMMING POOL X CAFÉ/ROOMS
DATES REQ	UESTED: Approximately September 20, 2021 through December 9, 2021.
TIMES: App	roximately: FROM <u>5:30 PM</u> TO <u>9:30 PM</u>
FOR THE FO	DLLOWING PURPOSES:
Adult Educ	ation Fall Enrichment Program.
Please see a	attached list of classes being offered and classrooms we would
like to use.	Use of rooms is dependent on enrollment.
anton	to, Principal Date
Antonio Mus	to, Principal Date

Please note the following provisions:
When the public is invited to an activity, police and fire department must be notified. These arrangements *must* be made in person at police and fire headquarters.

Basic Computers - Room 136 - Tuesday & Thursday - 6:00pm-8:00pm

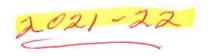
Colored Pencils - Room 150 - Tuesday - 6:00pm-8:00pm

Retirement Readiness - Room 137 - Tuesday - 6:30pm-8:30pm

Medicare 101 - Room 135 - 6:30pm-8:30pm

Real Estate - Room 132 - Tuesday & Thursday - 6:00pm-9:15pm

EFT - Room 134 - Thursday - 6:00pm-7:30pm



Mo

SCHOOL PERSONNEL USE ONLY

565 80	DATE: 3-22-2021
TO: SCHOOL BUSINESS OFFICE	
FROM: David Basile	
The undersigned hereby makes application for use oschool hours) as follows:	of school facilities (after regular
NAME OF SCHOOL REQUESTED: Wilby	
Auditotium Gymnasium Dsw	imming Pool
DATES REQUESTED: 10-21-202	1 - Thursday
DATES REQUESTED: 10-21-202 FROM: 8:30 Company	1 TO: 11:00 amam
TOD CITE TOT LOT IN DE DOCTO	
FOR THE FOLLOWING PURPOSES:	
Annual College Fair	
Victoria de la constanta de la	· ·
Victoria de la constanta de la	· · · · · · · · · · · · · · · · · · ·
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Victoria de la constanta de la	
Victoria de la constanta de la	
Victoria de la constanta de la	David Bas, 12 APPLICANT ARRESTMENT ARRESTMENT ARRESTMENT ARRESTMENTS MUST be notified.
Annual College Fair Tease note the following provisions: When the public is invited to an activity, police and fire	David Bas, 12 APPLICANT ARRESTMENT ARRESTMENT ARRESTMENT ARRESTMENTS MUST be notified.

SCHOOL PERSONNEL USE ONLY

Youk

DATE: 7-26-81

TO: SCHOOL BUSINESS OFFICE	
FROM: Mayor's Office	** 300
THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:	
NAME OF SCHOOL REQUESTED: West Side M.S.	
AUDITORIUM GYMNASIUM SWIMMING POOL CAFE/ROOMS	
Lobb	
DATES REQUESTED: SaTurday, Aug. 28 +h	
FROM 10:00 ampm TO 12:00 ampm	
FOR THE FOLLOWING PURPOSES:	
Veterans Group	
Veterans Group Drop off Suits	
APPLICANT /	u

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at police and fire headquarters.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, August 5, 2021 BOARD MEETING: Thursday, August 19, 2021

TO THE BOARD OF EDUCATION WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP

FACILITIES AND DATES/TIMES

REQUESTING WAIVERS:

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:_

Waterbury Youth Football Crosby field: Sundays 8AM to 8PM

T. Inabinett Sept. 19th ^ 26th and Oct. 10th & 17th (field only)_____

Book

APPLICANT

ADDRESS

SCHOOL REQUESTED

OPENING TIME Sam

ADMISSION (if any)

SECURITY DEPOSIT \$

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 CONTRACT# USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY NAME OF ORGANIZATION (zip code) ROOM(S) gam & PURPOSE ! CLOSING TIME CHARGE TO BE DEVOTED TO APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN SIGNATURE OF APPLICANT PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the <u>lessee</u> is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings._____(PLEASE INITIAL) SCHEDULE OF RATES: CUSTODIAL FEES: RENTAL FEES: MISCELLANEOUS FEES: INSURANCE COVERAGE NO Sept 19 Sept 26 Sundays PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON -ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office Pink-Principal

Blue-Custodian

York

SCHOOL BUSINESS OFFICE CONTRACT#
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY
APPLICANT TERRY Incobines of NAME OF ORGANIZATION Waterburg Yorth Cheerle
ADDRESS 9 ACOTO Bd World CT 00 116 TELEPHONE # 203-482-1644
SCHOOL REQUESTED COOKS DATES 10/10 10/17 ROOM(S) Southall Sie 16
OPENING TIME & AM CLOSING TIME & PURPOSE Pap warner Southall game?
ADMISSION (if any) 2 CHARGE TO BE DEVOTED TO Reserveds & Medical State
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS (U) CHILDREN (1)
SIGNATURE OF APPLICANT 1. CALLELLANT DATE 9/16/2021
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)
SCHEDULE OF RATES: CUSTODIAL FEES:
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$INSURANCE COVERAGENO
PLEASE READ THE FOLLOWING CAREFULLY
APPLICATION MUST BE RECEIVED AT LEAST THREE (8) WEEKS PRIOR TO THE ACTIVITY.
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.
APPROVAL DATE
SCHOOL BUSINESS OFFICE
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



COMMUNICATIONS



For the period of July 14, 2021 through August 3, 2021



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 12, 2021

Nicholas Napp 98 Charles St. Watertown, CT 06795

Dear Mr. Napp:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021390) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to State Street School will be August 20, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Tennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education

Dr. Ruffin, Supt. of Schools

Miguel Pabon, Director of Pupil Serv.

File



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 12, 2021

Lisa Rodriguez 102 Fairview St. Waterbury, CT 06710

Dear Ms. Rodriguez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ Bucks Hill Annex (Req. #2020633) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 20, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Services
file



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 12, 2021

Shonda Wiggins 1760 Meriden Rd., Apt. 17 Waterbury, CT 06705

Dear Ms. Wiggins:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Rotella Elementary School for the position of Administrative Associate I (Req. #2021568) at \$15.06 per hour. Please contact Robin Henry, Principal @ Rotella Elementary School at (203) 574-8168 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 19, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 12, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education

Dr. Ruffin, Supt of Schools

Robin Henry, Principal @ Rotella

file



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 12, 2021

Christine Mazzaferro 65 Shadee Lane Waterbury, CT 06706

Dear Ms. Mazzaferro:

Your name is being certified to the Department of Education – School Inspector's Office for the position of Administrative Associate III (Req. #2021823) at \$20.19 per hour.

Your official start date is July 15, 2021. Please call Chris Harmon, School Inspector to discuss the details of the position. The telephone number is (203) 574-8013

Failure to call the above named individual by July 19, 2021 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc:

Board of Education

Dr. Ruffin, Supt. of Schools Chris Harmon, School Inspector

file



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 13, 2021

Miriam Cintron 296 Bishop St., A Waterbury, CT 06704

Dear Ms. Cintron:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ Duggan Elementary School (Req. #2021522) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Duggan Elementary School will be August 20, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Tennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education

Dr. Ruffin, Supt. of Schools

Miguel Pabon, Director of Pupil Serv.

File



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 19, 2021

Thomas Abraham 47 24-Bumper Rd. Harwinton, CT 06791

Dear Mr. Abraham:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Network Administrator - Education (Req. #2021724) at \$85,603.48 per year.

We have scheduled your orientation for Thursday, July 22, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your official start date in this position was June 30, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt of Schools
Will Zhuta, Systems Adm-Educ



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 19, 2021

Nicholas Chapman 75 Center St. Wolcott, CT 06716

Dear Mr. Chapman:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Network Administrator - Education (Req. #2021724B) at \$85,603.48 per year.

We have scheduled your orientation for Thursday, July 22, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your official start date in this position was June 30, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt of Schools
Will Zhuta, Systems Adm-Educ



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 19, 2021

Vittorio Caligiuri 564 Litchfield Rd. Watertown, CT 06795

Dear Mr. Caligiuri:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Network Administrator - Education (Req. #2021724A) at \$85,603.48 per year.

We have scheduled your orientation for Thursday, July 22, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your official start date in this position was June 30, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt of Schools
Will Zhuta, Systems Adm-Educ
file



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 16, 2021

Earl Knight 228 Ledgeside Ave. Waterbury, CT 06708

Dear Mr. Knight:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I - FEMA (Req #2021473G) for the Department of Education – West Side Middle School.

In this position your starting compensation will be \$15.54 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – West Side Middle School is July 22, 2021.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools Chris Harmon, School Inspector



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 16, 2021

Dwight Moore 1400 Meriden Rd., Unit 4-5 Waterbury, CT 06705

Dear Mr. Moore:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I - FEMA (Req #2021473F) for the Department of Education – West Side Middle School.

In this position your starting compensation will be \$15.54 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – West Side Middle School is July 22, 2021.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools Chris Harmon, School Inspector



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 19, 2021

Marianela Sanchez 241-1 Judith Lane Waterbury, CT 06704

Dear Ms. Sanchez:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584D) at \$14.80 per hour.

This is a <u>part-time</u> position working in the Waterbury School System <u>10 months</u> a year during school hours <u>up</u> to <u>19 hours</u> per week.

This position <u>does not provide health insurance benefits</u>. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at <u>www.waterburyct.org</u>.

Your first day reporting to your new department/supervisor will be August 30, 2021 at your regular scheduled time. Please call Sonia at 203-574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 27, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resource Generalist

JP/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 21, 2021

Bridgette Gomez 59 West Hill Terrace Naugatuck, CT 06770

Dear Ms. Gomez:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ Washington Elementary School (Req. #2021775) (salary in accordance with the WTA contract).

Your official start date in this position will be August 30, 2021.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc:

Board of Educaton

Dr. Ruffin, Supt of Schools

Inez Ramirez, Principal @ Washington Elem Schl



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 22, 2021

Durell Anderson 32 Wilson St., Apt. 1 Waterbury, CT 06708

Dear Mr. Anderson:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I - FEMA (Req #2021473I) for the Department of Education – West Side Middle School.

In this position your starting compensation will be \$15.54 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – Waterbury Career Academy is July 23, 2021.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools Chris Harmon, School Inspector



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 22, 2021

Edlira Selmanaj 33 Norton St., Fl. 2 Waterbury, CT 06708

Dear Ms. Selmanaj:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2020686) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8068619 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Washington Elementary School will be August 20, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education

Dr. Ruffin, Supt. of Schools

Miguel Pabon, Director of Pupil Serv.

File

Carrie Swain

From:

Michia Hamer <hamermichia@gmail.com>

Sent:

Thursday, July 22, 2021 12:24 PM

To:

Carrie Swain

Subject:

School Uniforms

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

My name is Michia Hamer, I am a parent of children in the Waterbury public schools. I understand that for the upcoming school year all students are required to return to in person learning. As exciting as that sounds it does bring concerns for me. Last year all of my children did remote learning from home. My question and concern is about school uniforms. Myself, along with many others have been affected by this pandemic. My children have not physically been in school since the year before last. They would need an entirely new wardrobe of school uniforms as whatever clothes they still have no longer fit. Unfortunately this will be very difficult for me to achieve as I have been financially impacted by the pandemic. As I am not the only parent in this position or that has been affected by the pandemic, I am asking if the school uniform policy will be adjusted, made more lenient, or suspended for this first year when everyone is mandated to return?



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 26, 2021

George Walters, III 926 Pearl Lake Rd. Waterbury, CT 06706

Dear Mr. Walters, III:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I - FEMA (Req #2021473J) for the Department of Education – Generali Elementary School.

In this position your starting compensation will be \$15.54 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – Generali Elementary School is June 26, 2021.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools Chris Harmon, School Inspector



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 26, 2021

Karlanda Floyd 1181 East Main St., Unit 8C Waterbury, CT 06705

Dear Ms. Floyd:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021239) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to North End Middle School will be August 20, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education

Dr. Ruffin, Supt. of Schools

Miguel Pabon, Director of Pupil Serv.

File



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 26, 2021

Shahie Dervishi 79 Hitchcock Rd. Southington, CT 06489

Dear Ms. Dervishi:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2020855) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Wilson Elementary School will be August 20, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education

Dr. Ruffin, Supt. of Schools

Miguel Pabon, Director of Pupil Serv.

File



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 29, 2021

Jonathan Mitchell 7 Mark Lane, Unit 22 Waterbury, CT 06704

Dear Mr. Mitchell:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021235) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Waterbury Arts Magnet School will be August 20, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Cherrie L. Lamb

Senior Human Resources Generalist

CLL/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

July 29, 2021

Jacqueline Velez 27 Starlet Lane Waterbury, CT 06704

Dear Ms. Velez:

Your name is being certified to the Department of Education for the position of Administrative Associate I (Req. #2021295) at \$19.62 per hour.

Please contact Lori Eldridge, Principal @ Chase Elementary School at (203) 574-8188 with any questions you may have in regards to this position.

Failure to call the above named individual by August 5, 2021 will result in your name being removed from the eligibility list.

Also, please call Laura Criscuolo, Human Resources Assistant in the Department of Human Resources at (203) 574-6761 regarding additional paperwork that needs to be filled out.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely

Cherrie L. Lamb

Senior Human Resources Generalist

CLL/sd

c: Board of Education

Dr. Ruffin, Supt. of Schools Lori Eldridge, Principal @ Chase