

ATTACHMENT A
STATE OF OREGON
GRANT AGREEMENT

Grant No.

This Grant Agreement (“Grant” or “Grant Agreement”) is between the State of Oregon acting by and through its Department of Early Learning and Care (“Agency”) and «Grantee» (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to HB 3198.ORS 417.781 (2023), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

House Bill 3198 directs DELC to implement a Birth Through Five Literacy Plan that will fund culturally specific early literacy programs for children from birth to age five, to provide training and coaching for direct service staff in early literacy, and to develop and expand language revitalization efforts by federally recognized Indian Tribes within in Oregon's borders.

This Grant provides funding for programs administered by the Grantee that further these purposes. Grantee must perform activities that carry out the purposes of the Birth Through Five Literacy Plan and that align with the outcomes and indicators that exists across kindergarten readiness and culturally-specific parent and child support programs, as described in HB 3198.

SECTION 3: EFFECTIVE DATE, DURATION, AND PERFORMANCE PERIOD

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of _____ (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2025.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

_____, Grant Manager
Department of Early Learning and Care
700 Summer Street NE, Suite 300; Salem, OR 97301
Phone: _____
Email: _____

4.2 Grantee's Grant Manager is:

Name/Job Title:

Address:

Phone:

Email:

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2025 (the "Performance Period"). The Performance Period is the period during which services under this Grant must be performed. Services performed outside of the Performance Period are not eligible for disbursement.

SECTION 6: GRANT FUNDS

- 6.1** In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$ _____ ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through the Early Childhood Equity Fund ("Funding Source").
- 6.2** Agency may, by written notice to Grantee, temporarily cease funding and require Grantee to stop all or any part of the Project depended upon Grant Funds for a period of up to 180 days after the date of the notice if Agency has or reasonably projects that the Grant Funds will be insufficient to disburse the full amount of the Grant Funds.
- 6.2.1** Upon receipt of this notice, Grantee must immediately cease all Project activities depending on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.
- 6.2.2** If Agency subsequently projects that it will have sufficient Grant Funds, Agency will notify Grantee that it may resume activities.
- 6.2.3** If sufficient Grant Funds do not become available, Grantee and Agency will work together to amend this Grant Agreement to revise the amount of Grant Funds and Project activities to reflect the available Grant Funds.
- 6.2.4** If sufficient Grant Funds do not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify the Project cessation order by a supplemental written notice or (ii) terminate this Grant Agreement as permitted by either the termination of Agency's discretion or for cause

provisions of this Grant Agreement.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Upon execution of this Grant, Agency may disburse the amount of Grant Funds requested by the Grantee using Agency’s Electronic Grants Management System (“EGMS”). Agency will not disburse the entire amount of Grants Funds in one disbursement.
- 7.1.3** Grantee may request reimbursement from Grant Funds for the first two months of the Performance Period (July and August) and monthly thereafter. Grantee may expend Grant Funds only for costs that are reasonable, necessary, and directly related to the Project (“Allowable Costs”). By submitting a claim, Grantee attests the costs for which it requests disbursement are Allowable Costs.
- 7.1.4** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request. After each disbursement of Grant Funds, Agency will make subsequent disbursements to Grantee only after Grantee has submitted the reports required under Exhibit A, Section IV. Grantee must accurately and completely account for and document its expenditures in sufficient detail to permit Agency to verify that Grantee spent its Grant Funds only on Allowable Costs.
- 7.1.5** Grantee must repay to Agency any overpayment of Grant Funds in excess of Allowable Costs for the Project as provided in Section 17 of this Grant Agreement.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 15 has occurred;
- 7.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement; and
- 7.2.4** Grantee is in compliance with the reporting requirements identified in Exhibit A of this Grant Agreement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds

for Project costs that are paid for with other funds and would result in duplicate funding. Grantee must ensure Grant Funds are used to supplement and not supplant public moneys received from any other source.

7.4 Suspension of Funding and Project. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

8.1.1 Grantee is a non-profit entity duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited

under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret, or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform, and to display the Work Product; to authorize others to do the same on Agency’s behalf; and to sublicense the Work Product to other entities without restriction.

- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third Party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel, or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease, or otherwise dispose of any real property or improvements to real property paid for with Grant

Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: GRANTEE SUB-AGREEMENTS AND PROCUREMENTS

- 10.1** Grantee may enter into agreements with contractors or subcontractors (collectively, "subagreements") for performance of specific services for the Project only after approval by the Agency's Grant Manager.
- 10.1.1** Grantee may not subcontract for the delivery of the Project in its entirety, but may subcontract for specific services that support the Project.
- 10.1.2** All subagreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Grant Agreement to the contractor or subcontractor. Use of a subagreement does not relieve Grantee of its responsibilities under this Grant Agreement.
- 10.1.3** Grantee agrees to provide Agency with a copy of any signed subagreement upon request by Agency. Any substantial breach of a term or condition of a subagreement relating to Grant Funds must be reported by Grantee to Agency within ten (10) days of its discovery by Grantee.
- 10.1.4** Grantee must purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law, including any applicable provisions of the Oregon Public Contracting Code and its implementing rules.
- 10.1.5** Grantee shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:
- 10.1.5.1** An employee, officer, or agent of the Grantee ("Related Person");
- 10.1.5.2** A Related Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- 10.1.5.3** The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
- 10.1.5.4** Any individual for whom a Related Person has a legal support obligation; or
- 10.2** An organization in which any of the individuals identified above is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

SECTION 11: CONFIDENTIAL INFORMATION

- 11.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information,

as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).

11.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

11.3 Identity Protection Law. Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

11.4 Subgrants/Contracts. Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

SECTION 12: INDEMNITY/LIABILITY

12.1 Indemnity. Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the

foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

- 12.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 12.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 13: INSURANCE

- 13.1 Workers’ Compensation.** If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state’s workers’ compensation law, Grantee must provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.
- 13.2 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 13.3 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-

insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

- 13.4 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 14: GOVERNING LAW, JURISDICTION

- 14.1** This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 15: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 16: DEFAULT

- 16.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 16.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 16.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
 - 16.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state

bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

- 16.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 17: REMEDIES

- 17.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 17.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 18: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 18.1** Any amount due to Agency for not meeting metrics as described in Exhibit A, Section IV and Section V;
- 18.2** Any Grant Funds paid to Grantee under this Grant, or payments made under any other

agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;

- 18.3 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 18.4 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 18.5 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 19: TERMINATION

19.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

19.2 By Agency. Agency may terminate this Grant as follows:

19.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

19.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

19.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

19.2.4 Immediately upon written notice to Grantee, if Grantee is in default under Section 16.1.1, 16.1.3 or 16.1.4 of this Grant.

19.2.5 Immediately upon written notice to Grantee if Grant is in default under Section 15.1.2 and such default remains uncured 15 days after written notice thereof to Grantee.

19.3 By Grantee. Grantee may terminate this Grant as follows:

19.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

19.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

19.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such

default remains uncured 15 days after written notice thereof to Agency.

- 19.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 20: MISCELLANEOUS

- 20.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.
- 20.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 20.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 20.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 20.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 20.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 20.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 20.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 20.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 20.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 20.11 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 20.12 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 20.13 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 20.14 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the "Project")
 - Exhibit B (Insurance)

20.15 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 21: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Early Learning and Care

By: _____
Lori Nordlien, Director of Procurement Date

Grantee»

By: _____
Authorized Signature Date

Printed Name, Title

«Fed Tax ID» _____
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: _____
Kevin Gleim, Assistant Attorney General Date

EXHIBIT A

EXHIBIT A

Birth Through Five Literacy Project

PART I. DEFINITIONS

Birth Through Five Literacy Plan (BTFLP) means a plan sponsored by House Bill 3198 to provide investments to expand culturally specific early literacy programs.

Culturally Specific Early Learning Program (CSELP) means a program that is designed to serve a particular cultural community and is primarily staffed and led by members of that community and designed by or adapted by members of the cultural community that it serves.

Culturally Specific Organization (CSO) means an organization that serves a particular cultural community and is primarily staffed and led by members of that community; these organizations demonstrate intimate knowledge of lived experience of the community, including but not limited to the impact of structural and individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc. and how their services have been adapted to those cultural norms.

Capitalized terms used in this Grant Agreement shall have the meanings given in OAR 414-575-0005 unless another meaning is specifically provided in this Grant Agreement.

PART II. BACKGROUND

Oregon is an increasingly diverse state, and our young children are leading the way. Oregon's nearly 275,000 young children under the age of six are more linguistically, racially and ethnically diverse than the older child and adult population. A quarter of Oregon's young children speak a language other than English at home.

Diversity is an asset and Oregon intends to build an early learning system that recognizes this to ensure more children and families have access to culturally responsive early learning opportunities.

House Bill 3198 directs DELC to implement a Birth Through Five Literacy Plan that will fund culturally specific early literacy programs for children from birth to age five, to provide training and coaching for direct service staff in early literacy, and to develop and expand language revitalization efforts by federally recognized Indian Tribes within in Oregon's borders.

As part of this grant program, \$4.7 million of the Birth Through Five Literacy funds are being used to enhance early literacy activities offered by current Early Childhood Equity Fund grantees and other similar grantees.

A primary purpose of these grant funds is to close opportunity gaps for children and families who experience systemic disparities because of any combination of factors, such as race, income, zip code, or language through funding of culturally specific organizations that are committed to providing early learning services rooted in culture, home language, and lived experience.

In furtherance of that goal, as described below, grantees must perform activities that carry out the purposes of the Birth Through Five Literacy Plan and that align with the outcomes and indicators that exists across

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kindergarten readiness and culturally-specific parent and child support programs, as described in HB 3198. This includes, but is not limited to:

- Increasing early literacy for children from birth through 5,
- Reducing early literacy disparities for historically underserved student groups,
- Increasing support to parents and guardians to enable them to be full partners in the development of their children’s literacy skill and knowledge development; and
- Increasing access to early literacy support that is research-aligned, culturally responsive, student-centered, and family-centered.

PART III. ACTIVITIES - REQUIREMENTS - ALLOWABLE COSTS

Grantee shall submit, for approval by Agency, a Project Plan that describes how Grantee will perform the activities referenced below. Such Project Plan must also include a detailed budget that explains how Grantee will utilize the Grant Funds referenced below. After first obtaining Agency’s approval in writing, Grantee shall implement Grantee’s approved Project Plan, in accordance with the approved budget and with the requirements of HB 3198 and all applicable laws and regulations. Upon approval, this approved Project Plan and budget shall be incorporated into the Grant by this reference.

If Grantee receives grant funds from Agency through an ECEF grant, then Grantee shall use Grant Funds for Agency-approved activities, in accordance with the Project Plan, which shall include but is not limited to:

- a. Develop and/or deliver early literacy resources and materials through ECEF-funded parenting education and parent-child interaction activities. Enhance and/or expand on existing literacy-related activities;
- b. Develop and/or deliver culturally relevant early literacy training and professional development activities for both early childhood and early grade educators (kindergarten through third grade), providers, and/or other staff that would benefit from literacy training opportunities; and
- c. Conduct community engagement activities to identify community-specific gaps in early literacy activities to further inform the 2024 Birth Through Five Literacy plan.

If Grantee does not receive grant funds from Agency through an ECEF grant, then Grantee shall use Grant Funds for Agency-approved activities, in accordance with the Project Plan, which shall include but is not limited to:

- a. Develop and/or deliver culturally relevant early literacy training and professional development activities for both early childhood and early grade educators (kindergarten through third grade), providers, and/or other staff that would benefit from literacy training opportunities; and
- b. Conduct community engagement activities to identified community-specific gaps in early literacy activities to further inform the 2024 Birth Through Five Literacy plan.

Limitations on use of funds for staffing: Funds may be used for staffing only if approved by Agency based on an articulated need for a limited duration position and/or ability to sustain with other funding sources.

Non-allowable activities: Grant Funds may not be used for capital expenditures, such as building new or remodeling facilities, or to supplant existing federal or state funds.

PART IV. ACTIVITIES – DELIVERABLES

Grantee shall:

1. Beginning no later than Fall 2024, execute activities and deliverables identified by the Agency and approved within the specified funding and timelines including:

Birth Through Five Literacy Activity	Metric

2. Participate in any required program evaluation activities, which may include surveys, collection of community or school level data, focus groups, interviews, document reviews, and/or other quantitative or qualitative evaluation approaches. Program evaluation methods may evolve or change over time.

NOTE: *It is the responsibility of the grantee to ensure that all subgrantees or subcontractors are aware of and able to respond to requests for data and information, including demographic information of program participants, as part of the Birth Through Five Literacy program evaluation.*

PART V. BUDGET AND EXPENDITURES

a. Grantee must submit a detailed budget to the Agency using the Agency-provided templates within 30 days of executing the Grant and report its budgeted expenditures to DELC monthly (Monthly Expenditure Report) as set forth in the Reporting Requirements table below.

b. Grantee’s approved budget may be revised up to 10 percent or \$25,000 per budget category, whichever is less, without the prior approval by the Agency. All budget modifications exceeding 10 percent or \$25,000 per budget category must have a prior written approval by the Agency. The budget variance request must be submitted in writing by the Grantee to the Agency Grant Manager and must include an explanation for the request.

c. Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 15 percent. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Awards Management System. Grantee must follow the Agency Administrative Cost Policy as found on Agency website.

Non-allowable activities. Grant Funds may not be used for capital expenditures, such as building new or remodeling facilities, or to supplant existing federal or state funds.

PART VI. REPORTING REQUIREMENTS

Grantee shall attend all required meetings/Webinars and submit reports referenced in the table below to Agency, on or before the dates indicated below, using tool(s) provided by Agency:

Reporting Requirement	Due Date (s)
BTFLP Project Plan (Agency-Provided)	30 days from grant agreement execution date
Budget	30 days from grant agreement execution date
Monthly Reports, such as: <ul style="list-style-type: none"> • Monthly Performance Report • Monthly Demographic Report (Children) • Monthly Demographic Report (Parent) 	On the 15 th of each month during grant cycle, for the preceding month

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<p>Monthly Expenditure Report and Claim which must contain:</p> <ul style="list-style-type: none"> • Detailed line item of expenditures by budget category • Brief explanation on all non-personnel costs incurred • Corresponding claim in the Agency Awards Management System (AMS) 	<p>Monthly for the preceding month (expenditure reports must be separated by month which are due with each claim when claims are made)</p>
<p>End of Fiscal Year Budget Reconciliation</p>	<p>8/14/2025</p>
<p>Final Report (Agency-Provided)</p>	<p>8/14/2025</p>

Grantee must complete and submit each report referenced above on the template provided by Agency. Agency will provide a report template to the Grantee no later than 30 days before each reporting due date. In each non-expenditure Monthly Report, Grantee must describe how it has used Grant Funds to accomplish its approved Project Plan and complete the Grant activities. Such monthly reports shall contain measurable and articulable progress data for each Grant and/or Project Plan activity.

Grantee shall permit Agency to engage in any monitoring or evaluation activities necessary to monitor and evaluate compliance with this Grant and progress toward completing the Grant activities. Grantee shall provide any records, information, or further details as the Agency may require upon request in furtherance of these monitoring or evaluation activities.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

COMMERCIAL GENERAL LIABILITY

Required Not required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Grantee shall require and ensure that each of its subcontractors complies with the Automobile Liability Insurance requirements as applicable.

Non-transporting programs:

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement. Use of commercial general liability with non-owned auto endorsement may be acceptable in lieu of non-owned or hired vehicles coverage.

Programs transporting 1 to 9 children

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability

insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

Programs transporting 10 or more children

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

PROFESSIONAL LIABILITY

Required (if Grantee, a contractor or subcontractor has licensed professionals as employees)

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee’s, contractor, or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

Directors, Officers and Organization insurance covering the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight

and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

- Required (if Grantee, a contractor or subcontractor has any kind of custodial care over children)
 Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$2,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/ umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors or subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractor and subgrantee, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors or subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors or subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency's Grant Manager Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/ umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/ umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: Delc.insurance@Delc.oregon.gov or by mail to: **Attention Procurement Services, Oregon Department of Early Learning and Care, 700 Summer St NE, Salem, OR 97301** prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C

Equity Objectives and Result Expectations

EQUITY OBJECTIVES AND RESULTS EXPECTATIONS

The Department of Early Learning and Care’s (DELG) work is in service to children, families, staff, and communities to support all of Oregon’s young children and families to learn and thrive. DELG recognizes that families and children must have access to family-centered resources and supports to address their unique needs.

DELG applies an asset-based mindset and strength-based approach to operationalize equity. An asset-based mindset focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance grantees’ services. A strengths-based approach uses policies, practice methods and strategies to identify and draw upon the strengths of children, families, and communities to develop and enhance grantees’ services.

DELG supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It requires knowledge and capacity at distinct levels of intervention: structural, organizational, interpersonal, and individual.

Program Expectations and Commitment to Children and Families

To the extent permitted by law, Grantee’s staff shall:

- a) Work to build a climate that promotes acceptance, inclusion, and respect of all individuals;
- b) Understand the communities they serve, in a non-static manner, including the communities’ culture, values, norms, history, customs, and particular types of discrimination, marginalization, and exclusion they face in this country. Grantee’s staff shall apply that knowledge to services it provides under this Grant in a responsive, non-limiting, and non-stereotyping manner;
- c) Whenever possible, interact with children and families according to their preferred language and cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs, and spiritual needs; and
- d) Engage in continuous learning about their own biases, assumptions, and stereotypes that limit their ability to be culturally responsive and to understand how these biases affect their work with children and families.

To the extent permitted by law, Grantee’s leadership shall:

- a) Ensure that applicants and employees are not subjected to unlawful discrimination in hiring, compensation, or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability; and
- b) Ensure that any subcontract, purchase, or other agreement used to carry out the Project expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

Agency Expectations and Commitment to Grantees

DELG has identified four priority areas this biennium to partner with grantees in achieving equitable results: collaboration and cocreation with working partners, communities and families, supporting partners’ and families’ involvement in strategic planning, improving workplace workforce equity. Each of these four areas is described in more detail in the table below. Grantee shall collaborate with DELG to submit an Equity Plan, which will be incorporated into the BTFLP Project Plan. This will address how Grantee is achieving equitable results within the four Equitable Results Areas described below.

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Some objectives and equitable results described below may not apply to Grantee. The Equity Plan will identify, track, and report the activities and metrics, including areas of disparate impact on communities. Grantee may request an Equity Plan template from the Agency for guidance.

Equitable Results Area	Description	Plan Template Sections
Working Partners and Community Collaborators Engagement	<ul style="list-style-type: none"> • Grantee collaborates and co-creates policies and processes with working partners and community collaborators. • Grantee engages with working partners and community collaborators, including families, administrators, teachers, and Department of Early Learning and Care (DELIC), to discuss the issues and obtain insights. 	<ol style="list-style-type: none"> 1. Describe your partners and community collaborators 2. What resources or services do you provide to your partners and community collaborators? 3. What are the desired results or outcomes for your partners and community collaborators? 4. Describe how you engage with your partners and community collaborators to inform or discuss policies, processes, or desired outcomes. 5. What actions will you take to ensure members of all social groups are engaged?
Working Partners and Community Collaborators Empowerment	<ul style="list-style-type: none"> • Grantee supports working partners and community collaborators. To do what? • Grantee provides opportunities for staff, families, and communities to be involved in training, strategic planning and support their involvement. 	<ol style="list-style-type: none"> 1. Describe how you collect inputs and insights from your partners and community collaborators. 2. Describe how you integrated inputs and insights collected from your partners into your policies, process, and practices. 3. If any, describe how you included your partners in training, strategic planning, or decision-making processes.
Workforce Equity	<ul style="list-style-type: none"> • Grantee improves Grantee’s workforce equity. • Grantee progressively ensures that the identities of staff reflect the changing population of 	<ol style="list-style-type: none"> 1. What goals do you have to ensure your workforce reflects the demographics of the people you serve, if not already? 2. What actions are you taking to ensure your workforce reflects the demographics of the people you serve, if not already?

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	children and families served by the organizations in their geographical areas.	
Workplace Equity	<ul style="list-style-type: none">• Grantee improves workplace equity.• Grantee builds/improves an environment that promotes acceptance, inclusion and respect of all individuals.	<ol style="list-style-type: none">1. What policies or practices do you have to ensure your workforce feels included and respected?2. What actions are you taking to ensure your workforce feels included and respected?