

Date: February 28, 2025

First 5 Commission of San Diego
9655 Granite Ridge Dr. #120
San Diego, CA 92123

Dear Alethea Arguilez,

On behalf of the Board of Trustees, it is my pleasure to inform you that a grant to First 5 Commission of San Diego in the amount of \$20,250 has been approved for Year 1 of Talk, Read, Sing Days of Interaction for the period of 03/01/2025 through 02/28/2026.

This grant will be awarded upon your acknowledgement and acceptance of the terms that follow below.

The following grant agreement ("Agreement") is entered into between the Dr. Seuss Foundation (hereafter referred as "DSF") and First 5 Commission of San Diego (hereafter referred to as "Grantee"). This grant is to be used solely for the purposes described in (Attachment A) hereto.

The grant funds will be disbursed on the funding schedule set forth in Attachment B.

This grant, made by DSF, is subject to the following terms and conditions:

- a. Grantee is an organization that is:
 - i. Both exempt from tax under section 501(c)(3) of the Internal Revenue Code (IRC) and an organization described in IRC section 509(a)(1), (2) or (3), which statuses have been duly confirmed by one or more operative IRS rulings or determination letters, copies of which Grantee has filed with DSF;
 - ii. OR an integral part of, and wholly controlled by, a governmental unit (Grantee agrees to provide proof of such status upon request)
- b. Grantee will utilize the grant's proceeds only for charitable, literary, or educational purposes and only in accordance with the approved proposal and budget as set forth in Attachment A.
- c. DSF grant funds may not be used for any type of activity intended to influence the outcome of any specific public election, carry on directly or indirectly any voter registration drive, or influence legislation.
- d. DSF grant funds may not be used for re-granting to secondary organizations except for payments for travel, lodging, and tuition (and reimbursement for these purposes).
- e. Grantee will immediately inform DSF in writing of (1) any actual or proposed change in its tax status described above (whether or not appealed); (2) Grantee's inability to expend the grant, or any portion of the grant, for the purposes set forth in Attachment A according to the budget; and, (3) any expenditure of grant funds for a purpose other than those for which the grant was intended or in violation of this Agreement.

- f. Grantee will immediately inform DSF in writing if significant changes or events occur during the term of this award that could potentially impact the progress or outcome of the project for which the grant was awarded, including, without limitation, changes in Grantee management personnel, losses of funding, or significant changes in the project budget.
- g. If Grantee breaches this Agreement, or if DSF becomes aware of facts that cast serious doubt on Grantee's ability to use the grant as intended or that cause DSF to determine that allowing the Grantee to retain its grant funds would present a significant risk to DSF's reputation or tax-exempt status, DSF reserves the right to discontinue, suspend, modify, or withhold any payments to be made under this Agreement, or to require a total or partial refund of any grant funds (other than funds already spent on the purposes of the grant in full compliance with this Agreement), if DSF deems such action necessary in its sole discretion. DSF's judgement on these matters will be final and binding.
- h. Grantee shall not state or imply that the DSF endorses Grantee's activities or statements without DSF's express written consent. Any uses of DSF's name or logo must be approved in advance in writing by an authorized DSF representative.
- i. Grantee shall indemnify and hold DSF and its trustees, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons (including wrongful death), arising from this grant, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the Grantee, its directors, officers, employees, contractors, volunteers or other personnel.
- j. The Grantee and DSF agree that the grant that is the subject of this Agreement is not the subject of a binding commitment or agreement by any party other than DSF and that this grant will not satisfy any commitment or agreement by any individual who is an officer, trustee, or representative of DSF. Neither the sponsoring charity of a donor advised fund funded by DSF, any member of DSF's board of trustees, a trust or donor advised fund funded by any current or former member of DSF's board of trustees of a by a family member of such persons (collectively referred to as "Other Parties") has any obligation to make gifts to the Grantee for the purposes stated in this Agreement. However, Other Parties may make gifts, distributions, or bequests to the Grantee for such purposes. Any funding provided by another Party is purely discretionary and will be provided solely in the determination of such Other Party. The reference to the grant amount, above, notwithstanding, DSF agrees to contribute a total amount that when added to any gifts by Other Parties equals the amount set forth above.
- k. Grantee Accounting
 - i. Grantee is required to maintain financial records for expenditures and receipts related to this grant, retaining these records and other supporting documentation for five years after the grant's termination date. Grantee agrees that it will provide DSF with reasonable access to review relevant records for the purpose of evaluating the expenditure of grant funds and ensuring compliance with the terms of the grant and this Agreement.
 - ii. If Grantee anticipates exceeding any budgeted line item by ten percent (10%) or more any time during the project period, Grantee must submit a revised budget and budget narrative for approval.
 - iii. If the project is one year in length, DSF may require a mid-project narrative and financial report, and if multi-year, a narrative and financial report is required once a year. In all cases, a final, written report (narrative and financial) is due two months after the project period ends. All reports must include:

1. Narrative report summarizing what was accomplished by the expenditures of the funds, including a description of progress made toward achieving the following objectives:
 - Integrate the Dr. Seuss Foundation into the Talk, Read, Sing campaign to strengthen brand alignment and promote early literacy.
 - Build baseline awareness among target audiences through engaging social media content and storytelling.
 - Leverage earned media opportunities to amplify the campaign's reach and community impact.
2. Financial report showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each item.
3. Grantee must report against the approved budget. If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).
- l. Unexpended funds: Grantee is required to return any unexpended grant funds to DSF within two months after the end of the project. Any refund of less than \$100 will be waived.
- m. Intellectual property:
 - i. Grantee and the DSF agree that any materials produced during the project that are intended for public distribution will, whenever feasible, be made available with an appropriate [Creative Commons license](#)¹, or equivalent.
 - ii. Grant-funded products will be made available at no cost to the public or, when justified and with advance approval by DSF, at a reasonable price.
 - iii. Copyright or patent rights to grant-funded products will ordinarily remain with the Grantee, with DSF granted a no-cost, assignable license to use or publish the grant-funded products. The DSF may, by written instrument referring specifically to this requirement, forgo or limit the requirement of a license if the Foundation is reasonably satisfied that other appropriate arrangements are in place that will assure the goals of this Policy.
 - iv. Grantee represents and warrants that it has obtained necessary licenses for third-party content and that the project will not infringe on third-party intellectual property rights.
- n. Public information: DSF will include information on this grant in its period public reports. DSF also welcomes Grantees making announcements of grants upon return of this signed Agreement. A copy of any announcement or press release will be sent to DSF for approval prior to its dissemination.
- o. Acceptance: This letter contains the entire agreement between the Grantee and the DSF on the subject of the grant, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter. It is understood that by countersigning this letter, Grantee confirms that there has been no change in its qualification as an organization exempt from income taxation pursuant to section 501(c)(3) of the Internal Revenue Code or its classification under section 509(a)(1), 509(a)(2), or 509(a)(3) of the Internal Revenue Code. If any such changes occur, Grantee must notify the DSF.

Please acknowledge acceptance of the forgoing terms by returning one complete copy of this Agreement with the original signature of an appropriate representative of the Grantee in the space provided below.

This grant may be withdrawn if the DSF has not received your acceptance within one month from the date of the letter.

On behalf of the Dr. Seuss Foundation, I am pleased to extend our best wishes for success on this project.

Sincerely,

Jay Hill
Executive Director

First 5 Commission of San Diego accepts the terms and conditions set forth in this agreement and agrees to comply. Grantee acknowledges that appropriate personnel have read and understand this Agreement.

Name of Grantee _____

Printed Name of Authorized Signer _____

Authorized Signature _____

Title _____

Date Signed _____

ATTACHMENT A

This grant will be used to support the following charitable activities:

Project Description

Multi-Year Campaign Plan: Dr. Seuss "Talk, Read, Sing Days of Interaction"
Year 1: Foundation and Awareness Building

Objectives

- Integrate the Dr. Seuss Foundation into the Talk, Read, Sing campaign to strengthen brand alignment and promote early literacy.
- Build baseline awareness among target audiences through engaging social media content and storytelling.
- Leverage earned media opportunities to amplify the campaign's reach and community impact.

Tactics

1. Social Media

- o Theme: "Talk, Read, Sing with Dr. Seuss"
- o Weekly Inspiration: Pair Dr. Seuss quotes with fun and simple Talk, Read, and Sing activities to inspire learning and connection.
- o Weekly Engagement: Invite families to share their moments of imagination and interaction using #TalkReadSingSeuss.
- o Family Incentives: Offer Dr. Seuss-themed prizes, including books and merchandise, to celebrate participation and creativity.

2. Earned Media

- o Collaborate on Annual Talk, Read, Sing Day
 - ☐ Event Location: Partner with a prominent County or City Library in San Diego to host a day-long celebration of early literacy and learning.
 - ☐ Event Highlights:
 - Live readings of Dr. Seuss classics by local celebrities, librarians, and First 5 San Diego ambassadors.
 - Interactive Talk, Read, Sing activity stations inspired by Dr. Seuss, where families can engage in hands-on learning experiences.
 - Free distribution of Seuss Story Kits with books, activity guides, and resources promoting the Talk, Read, Sing principles.

○ Announce Collaboration: "The Power of Reading: Dr. Seuss's Enduring Legacy in Early Education with First 5 San Diego"

- Highlight how Dr. Seuss's imaginative storytelling aligns with First 5 San Diego's mission to support early childhood development through Talk, Read, Sing.
- Emphasize the research-backed benefits of early reading and the role of First 5 San Diego in fostering these foundational skills in families across the region.
- Showcase the collaboration as a partnership that combines Dr. Seuss's timeless charm with First 5 San Diego's trusted community presence, creating meaningful opportunities for families to engage in literacy and developmental activities.

Project Period

03/01/2025 – 02/28/2026

Project Budget

Grant Amount: \$20,250

Budget Narrative:

Social Media	Develop content (videos, posts, stories) that align with the campaign and engage audiences. Cadence: 1 post per week	50 hours	\$7,500
Media Relations	Crafting press releases, pitching stories to journalists, and organizing interviews with key spokespersons (e.g., representatives from First 5 San Diego, Dr. Seuss Foundation, and local government officials). Organize TRS Day Event	70 hours	\$10,500
Evaluation	Measure community engagement through surveys, attendance, and digital analytics.	15 hours	\$2,250

ATTACHMENT B

DISBURSEMENT SCHEDULE

Date	Amount
One month from signed grant agreement.	\$20,250