Pursuant to Assembly Bill 361, the March 17, 2022, Regular meeting of the Thousand Oaks Alliance for the Arts (TOArts) Board will be conducted via teleconference and/or video conference. Board members will be participating electronically and will not be physically present.

You may participate in the meeting by submitting your comments via electronic comment card. Please submit your written comment by 7:00 a.m. on the day of the meeting and it will be provided to Board members before the meeting and made part of the item’s record of the Board meeting. All comments received after 7:00 a.m. will be given to Board members after the meeting and made part of the item’s record of the Board meeting.

If you would like to speak under Public Comments during this meeting, please click on the Zoom link below. If you have questions about speaking, please call Jonathan Serret at (805) 449-2767 or email JSerret@toaks.org. Persons addressing TOArts are requested to state their name and community of residence for the record.

To join the Zoom Meeting, click on the following link:
https://us06web.zoom.us/j/8490770722?pwd=SjVldXQ2UzNkQUdPY2Q5QkhtdHJldz09&from=addon
or Call: (408) 638-0968
Meeting ID 849 077 0722 Passcode: toarts

MISSION STATEMENT
TOArts enriches lives and strengthens the fabric of the community through arts education and the presentation and support of visual and performing arts at the Bank of America Performing Arts Center and beyond.

VISION
Where the Arts Thrive for All
AGENDA

1) CALL TO ORDER

2) ROLL CALL: Chair David Mead, Vice-Chair Eloise Cohen, Treasurer Al Lowe, Secretary Janet Scherr, Board Directors John Bradley, Kathy Jeffer-Volk, Leanne Neilson, and Kyle Rohrbach.

3) PUBLIC COMMENTS

4) MINUTES
   a) Approve minutes of Special TOArts Board Meeting on February 5, 2022

5) BOARD BUSINESS
   a) COMMITTEES
      i) Arts Education Committee
         (1) Authorize the reallocation of arts education funds from Kids and the Arts to AccessArts
         (2) Approve Arts Education Committee recommendation to fund the grant request from Acacia Elementary School in the amount of $20,000 toward the construction of an outdoor performing arts space on their campus.

   b) ADMINISTRATION
      i) Approve temporary modifications to the Brown Act, retroactive from March 1, 2022, and extending through April 30, 2022, in accordance with Assembly Bill 361 and Government Code section 54953(e), authorizing remote teleconference meetings of the Thousand Oaks Alliance for the Arts (TOArts).
      ii) Adopt Strategic Plan – Documents provided by Equity Praxis Group in summary of the discussions from the February 5, 2022 Special Board meeting/Strategic Planning workshop.
      iii) Authorize Board Chair and Secretary to execute agreement with American Society of Composers, Authors, and Publishers (ASCAP) for blanket music licensing for TOArts events.

   c) FINANCE
      i) Monthly Financial Update

   d) DEVELOPMENT
      i) Authorize Associate Director to solicit an audience development proposal and present to the board for consideration.
      ii) Development Activities – Update

   e) PROGRAMMING
      i) TOArts Presents programming - Update
6) BOARD CALENDAR
   a) Additions or revisions to the calendar
      i) May 12 - Gratitude Reception Scherr Forum
      ii) May 17 - Producers Club Luncheon, Los Robles Greens

7) OTHER BUSINESS

8) BOARD MEMBER COMMENTS

9) EXECUTIVE DIRECTOR COMMENTS

10) REVIEW AGENDA FOR NEXT MEETING – Regular board meeting April 14, 2022

11) ADJOURNMENT

Any public documents provided to a majority of TOArts Board Directors regarding any item on this agenda will be made available for public inspection at the Cultural Affairs Department Administration Office located at 2100 Thousand Oaks Blvd., Thousand Oaks, California 91362 during normal business hours. In addition, such writing and documents will be posted on the TOArts website at www.toarts.org. Americans with Disabilities Act (ADA): In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the Cultural Affairs Department at 805-449-2700. Upon request, the agenda and documents in this agenda packet, can be made available in appropriate alternative formats to persons with a disability. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.
ACTION MINUTES

THOUSAND OAKS ALLIANCE FOR THE ARTS
SPECIAL BOARD MEETING/WORKSHOP
Saturday, February 5, 2022; 8:00 AM
Conducted via Videoconferencing

Pursuant to Assembly Bill 361, the February 5, 2022, Special meeting of the Thousand Oaks Alliance for the Arts (TOArts) was conducted via hybrid teleconference and/or video conference. Board members participated in-person from the meeting location (private donor home) and participation from the public was available via teleconference and/or video conference.

AGENDA

1. CALL TO ORDER: Meeting was called to order at 8:57 am.

2. ROLL CALL: Present – Chair David Mead, Vice Chair Eloise Cohen, Treasurer Al Lowe, Secretary Janet Scherr, and Directors John Bradley, Leanne Neilson, Kathy Jeffers-Volk and Kyle Rohrbach.

                      Staff Present: Niki Richardson and Jonathan Serret.

3. PUBLIC COMMENTS: None

4. BOARD STRATEGIC PLANNING RETREAT: Jarrod Schwartz and Rene Castro of Equity Praxis Group facilitated a strategic planning discussion with the TOArts Board and staff to chart the course for the next 3 years.

5. ADJOURNMENT – The meeting was adjourned at 4:06 pm
To: TOArts Board of Directors

From: Arts Education Committee

Date: 3/10/2022

Subject: Acacia Outdoor School (Title I school)

**BACKGROUND**

The AccessArts Arts Education grant committee has thus far approved $43,600 in arts grants to the local elementary schools.

<table>
<thead>
<tr>
<th>School</th>
<th>Amount</th>
<th>Description</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walnut Elementary</td>
<td>$9,000</td>
<td>Dance Studio</td>
<td></td>
</tr>
<tr>
<td>Ladera STARS Elementary</td>
<td>$4,600</td>
<td>Artist in the Classroom Residencies</td>
<td>Title I</td>
</tr>
<tr>
<td>University Prep Charter School</td>
<td>$7,000</td>
<td>Classroom supplies for 7 kindergarten classrooms</td>
<td>Title I</td>
</tr>
<tr>
<td>Westlake Elementary</td>
<td>$9,500</td>
<td>Dance classes with Dancing with Our Future Stars</td>
<td></td>
</tr>
<tr>
<td>Conejo Elementary</td>
<td>$8,500</td>
<td>Nature Inspired Fine Arts Program</td>
<td>Title I</td>
</tr>
<tr>
<td>CVUSD District for all elementary</td>
<td>$5,000</td>
<td>Arts Consultant to create a Strategic Arts Plan for TK-12 for all CVUSD students</td>
<td></td>
</tr>
</tbody>
</table>

**DISCUSSION/ANALYSIS**

Acacia seeks to transform an unused outdoor space on campus into an outdoor classroom with stage and seating area. The stage will be able to accommodate 30 students plus instruments with an audience seating capacity of 100 allowing for outdoor assemblies, performances, art/creative writing lessons, while being accessible and inclusive to all students and their abilities.

For FY2022 the Board approved $100,000 to be spent on arts education initiatives in the following manner.

- $50,000 AccessArts arts education grants
- $25,000 Kids and the Arts
- $25,000 Virtual Field Trips
Of the $100,000, the following has already been expended:
$43,600 – AccessArts arts education grants
$17,100 – Virtual field trips
$3,500 is anticipated to be spent on buying tickets for FamilyPAC to provide tickets to kids and their families

This would leave $35,800 available to spend.

Acacia has a high population of special needs children. Many times, rooms are overwhelming for such students with sounds bouncing off the walls and the stage is not accessible to all students. Creating this outdoor space would make a more calming environment with total accessibility for every student. This space would also allow them to expand curriculum from the traditional classroom to support students with diverse interests and learning aptitudes.

**RECOMMENDATION**

Authorize Arts Education Grants Committee to approve the grant for $20,000 toward the creation of the outdoor classroom.

**PREPARED BY**

Niki Richardson, Associate Director TOArts
To: TOArts Board of Directors  

From: Jonathan Serret, Executive Director  

Date: March 17, 2022  

Subject: Adoption of three-year Strategic Plan  

BACKGROUND  

In October 2021, the TOArts Board authorized execution of an agreement with Equity Praxis Group, for services relating to the facilitation of a strategic planning workshop and the preparation of a written strategic plan document.  

DISCUSSION/ANALYSIS  

On February 5, 2022, the TOArts Board and staff gathered to discuss goals, priorities, and vision for the next three years. The process featured a day-long discussion surrounding the values of Access & Exposure, Diversity & Inclusion, A Larger Purpose, Building Community, and Commitment to the Long-term. The discussions included group dialogue and break-out groups in a facilitated setting.  

As the course of the day unfolded, the conversations around the TOArts’ values became more specific and identified specific strategies. From those strategies, the Board and staff were able to identify actionable steps and the measurable indicators of success for those strategies and steps. Equity Praxis Group met with staff to place appropriate timelines for those indicators.  

The strategic plan is a living document which can be amended and updated as needed. The plan is intended to serve a three-year purpose to provide a framework to guide the direction and actions of the FY2022-23 and FY 2023-24. A subsequent strategic planning workshop will be scheduled in 2024 to build upon the third year of the document and develop new goals and priorities.  

RECOMMENDATION  

Adopt TOArts Strategic Plan.  

ATTACHMENTS: Attachment #1 – TOArts FY2022-23 and 2023-24 strategic plan
Strategic Plan

2022 – 2024
Guiding Vision

Where the Arts Thrive for All.

The performing arts have the profound ability to inspire performers and audiences alike to reach for the stars, discover new perspectives, and strengthen bonds between individuals through shared transformative experiences.

TOArts has an ambitious goal to broaden access and exposure to the performing arts for this and future generations through a set of innovative programs.

Mission

Current Mission
TOArts enriches lives and strengthens the fabric of the community through arts education and the presentation and support of visual and performing arts at the Bank of America Performing Arts Center and beyond.

Alternate Mission
TOArts inspires and lifts up arts, culture and entertainment through partnership, community support, education and collaboration in and around the Bank of America Performing Arts Center.
Values

Access & Exposure
TOARTS is committed to meeting community members where they are and providing a bold, innovative, inspiring, and evolving arts experience that is accessible to all and exposes our diverse communities to the rich variety of programming available.

Diversity & Inclusion
Great art inspires and challenges. TOArts is committed to getting out of our comfort zone. This means holding ourselves accountable to the principles of diversity and inclusion on our board, on staff, in the audiences we serve, and in the artists we showcase.

A Larger Purpose
TOArts embraces a spirit of collaboration with diverse arts agencies and providers across the region.

Building Community
TOArts recognizes that the arts are a place for interaction and a shared experience. We are committed to building a sense of belonging in all aspects of our work.

Commitment to the Long Term
TOArts is committed to investing in programming for the long term. Discovery and appreciation of particular art forms takes time and we are committed to sustaining a welcome mat for the long term.
Commitment to Diversity & Inclusion

Ventura County is home to one of the nation’s most diverse populations. TOArts is committed to ensuring that our audiences and performers alike in our community experience a sense of belonging, connection, and happiness through the arts, inclusive of diverse factors such as race, ethnicity, gender, sexual orientation, socioeconomic status, ability, or other individual identities.

We recognize that people of color and other communities have been historically marginalized and excluded. We are dedicated to ensuring the equity and the diversity of voices represented in all TOArts programs and initiatives.

To realize our mission, TOArts is committed to integrating equity into the fabric of arts education, programming, and the presentation of performing and visual arts in pursuit of a place Where the Arts Thrive for All.
Focus Area 1: Programming and Access

Goal 1.1: Foster community, a sense of belonging and accessibility for artists, audiences of all ages, cultures, and economic backgrounds.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promote the theatre and surrounding space as a vibrant and welcoming arts destination that is appealing and accessible to diverse audiences. Commit to programming at a loss, if necessary, to build momentum for new programs and audiences.</td>
<td>Offer bundled packages and call it the TOArts Experience with dinner onsite, entertainment, fair atmosphere. Provide tables and food trucks; free programming close to the theatre; free parking; use all spaces of the theatre;</td>
<td>Increase in the diversity of audiences and diversity of artists showcased. Example: next season: 3 Diverse/Broad offerings (examples might include: The Blind Boys of Alabama, Black Violin, Gypsy Kings, etc.);</td>
<td>FY22/23;</td>
</tr>
<tr>
<td>Offer programming that is accessible to different schedules: Saturday morning coffee concerts, a night out at the Arts.</td>
<td></td>
<td>FY23/24</td>
<td></td>
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<tr>
<td>Offer a free Quarterly Summer (June - August) Activity/Summer Event Series that includes a variety of food and visual and musical artists.</td>
<td></td>
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<tr>
<td>Strategy</td>
<td>Action Steps</td>
<td>Indicator of Success</td>
<td>Timeline</td>
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<tr>
<td>Partner with local businesses for promotions. Focus on the diverse community cultures and use the Plaza area for performances.</td>
<td></td>
<td></td>
<td>FY22/23</td>
</tr>
<tr>
<td>Conduct focus groups with diverse communities.</td>
<td></td>
<td></td>
<td>FY22/23</td>
</tr>
<tr>
<td>Integrate feedback.</td>
<td></td>
<td></td>
<td>FY23/24</td>
</tr>
<tr>
<td>Create the opportunity for Board members to serve in the host role for various diverse events--walk around and engage audience members.</td>
<td>Provide table at particular events for TOArts.</td>
<td>Increased number of Board members present/serving as hosts for offerings outside of their comfort zone/regular tastes, wearing their Board badges, interacting with attendees, talking to people, making people feel welcome.</td>
<td>FY22/23</td>
</tr>
<tr>
<td>Continue to ask specific donors to assist in sponsoring programming so Encourage Board members to assist with soliciting sponsorships.</td>
<td></td>
<td>Increased Board engagement in soliciting sponsorships.</td>
<td>FY22/23</td>
</tr>
<tr>
<td><strong>Strategy</strong></td>
<td><strong>Action Steps</strong></td>
<td><strong>Indicator of Success</strong></td>
<td><strong>Timeline</strong></td>
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<tr>
<td>that TOARTs can offer arts experiences for free or reduced cost.</td>
<td>Encourage Board members to attend diverse offerings.</td>
<td>Board members attend diverse offerings.</td>
<td>FY22/23</td>
</tr>
<tr>
<td>Employ a variety of strategies to make the arts accessible to seniors.</td>
<td>Upgraded hearing devices, transportation, pre-show lectures.</td>
<td># of performances/offerings held at senior facilities; # of new partnerships with senior facilities</td>
<td>FY23/24</td>
</tr>
<tr>
<td>Increase partnerships with other Visual Arts programs.</td>
<td>Partner with the Museum of Ventura County.</td>
<td>Increased partnerships with other Visual Arts Programs.</td>
<td>FY22/23</td>
</tr>
</tbody>
</table>
Focus Area 1: Programming and Access

Goal 1.2: Foster collegiality and collaboration between arts organizations regionally.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serve as a lead convener and collaborator, not a competitor. Serve in support of other arts organizations as a means of growing greater regional influence.</td>
<td>TOArts sponsorships of other organizations events, programs.</td>
<td># of sponsorships for other organization events and programs</td>
<td>FY23/24</td>
</tr>
<tr>
<td>Take out ads in support of other organizations.</td>
<td># of ads taken out in support of other arts organizations</td>
<td></td>
<td>FY22/23</td>
</tr>
</tbody>
</table>
Focus Area 1: Programming and Access

Goal 1.3: The diverse communities of our region will see that their cultures, their tastes and specific needs are reflected and valued within every aspect of TOArts.

<table>
<thead>
<tr>
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<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listen and partner with the key Latinx community organizations.</td>
<td>Recruit: Reach out to Radio Laser. Board members are participating in Latinx community and organizational meetings. Convene a Small Advisory Council of Latinx leaders (Buen Vecino/Laze)</td>
<td>Advisory council up and running.</td>
<td>FY22/23; FY23/24</td>
</tr>
<tr>
<td>Host/co-host events from diverse cultural communities.</td>
<td>At BAPAC. Program with other locations (Tarantula Hill, Bamboo Club)</td>
<td>____ # of hosted/co-hosted events each year</td>
<td>FY23/24</td>
</tr>
</tbody>
</table>
### Focus Area 2: Representation

**Goal 2.1:** Increase diversity of representation on the Board and among staff and volunteers.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fill two Board openings in the next 6 months with an emphasis on increasing diversity and bring in expertise, skills, network to help us advance this strategic plan.</td>
<td>Potential categories would include: generational, cultural, ethnic and socio-economic diversity. Criteria: Lover of the arts; person of color; college or university level youth under 40/under 30; active and strong presence in the community; arts education background; communications; financial capacity (give or get); connections to Spanish-language media.</td>
<td>2 new Board members with representational and expertise diversity.</td>
<td>FY22/23</td>
</tr>
<tr>
<td>Consider recruiting young people to the Board from partnerships with school districts offering service-learning credit and/or local colleges and universities.</td>
<td></td>
<td></td>
<td>FY23/24</td>
</tr>
</tbody>
</table>
Focus Area 3: Fundraising & Educational Endowment

Goal 3.1: Raise $5M for Arts Education.

<table>
<thead>
<tr>
<th>Strategy</th>
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<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOArts Board and staff will cast a wide net and leverage their connections and partners to take leadership in raising these funds in coordination with Staff.</td>
<td>Develop an Arts Education Endowment Plan and codify it into the broader TOArts fundraising plan. Outline how funds will be raised and restricted to the Arts Education work.</td>
<td># of new Board member generated donors; # of new grassroots donors; # new grass tops donors; # new grass blade donors</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Take $1M from existing investments and add to goal; start operational side immediately.</td>
<td>An articulated Gift Chart</td>
<td></td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
## Focus Area 4: Governance

### Goal 4.1: Goal: Reduce the administrative burden on the City while continuing to strengthen & codify the long-term relationship with the City.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board members will think about TOArts as their top organization to give time, talent and treasure.</td>
<td>Board responsibilities checklist outlined along with a clear delineation of responsibilities (Board, City, TOArts). Multiple opportunities for Board engagement.</td>
<td>Board members talk about TOArts as one of their top 3 priorities; TOArts is in the top 3 in terms of annual donations for each board member.</td>
<td>FY22/23</td>
</tr>
<tr>
<td>Invest in the infrastructure that will allow TOArts to operate more independently.</td>
<td>Hire or contract with an outside bookkeeper who operates under TOArts supervision (not the City) and is supported by TOArts (not City) funds.</td>
<td>Efficiency of accounting process improved.</td>
<td>FY22/23</td>
</tr>
</tbody>
</table>
To: TOArts Board of Directors  
From: Jonathan Serret, Executive Director  
Date: March 17, 2022  
Subject: Authorize Execution of ASCAP Agreement  

BACKGROUND  
The American Society of Composers, Authors, and Publishers (ASCAP) was founded in 1914. The organization’s purpose is to collect licensing royalties for the distribution and playing of music which are then remitted to the copyright holders. ASCAP retains licensing from more than 850,000 songwriters, composers, and publishers and their catalog features more than 16 million pieces of musical works.  

DISCUSSION/ANALYSIS  
The American Society of Composers, Authors, and Publishers (ASCAP) is one of the largest performance rights organizations (PRO) in the world. Along with Broadcast Music, Incorporated (BMI), Global Music Rights (GMR), and the Society of European Stage Authors and Composers (SESAC), ASCAP provides blanket licensing services for the use of music in exchange for royalties which are paid back to the songwriters and/or copyright owners. When music is played in a public setting, these licensing fees are paid by presenters, venues, businesses, radio stations, etc.  
The royalty fees vary by business, use of materials, and audience size; contracts for radio stations and restaurants are different from those of live event venues and presenters. When music is used for free events or for fundraising events, the licensing is different from events which are generating ticket revenue based on the playing of music in a concert.  
Due to the size and popularity of the TOArts Presents programming, TOArts has been approached by ASCAP to enter into an agreement governing music licensing. The billable rate is 0.008% of the gross sales revenues generated by ticket prices. The execution of an agreement has not impact on the finances associated with the TOArts Presents programs. Currently, the same value is withheld by the Bank of America Performing Arts Center under the City of Thousand Oaks’ blanket license.  

RECOMMENDATION  
Authorize Board Chair and Secretary to execute ASCAP Blanket Licensing Agreement.  

ATTACHMENTS: Attachment #1 – ASCAP Blanket Licensing Agreement
CONCERTS AND RECITALS- BLANKET LICENSE AGREEMENT

between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203

by Thousand Oaks Alliance For The Arts ("LICENSEE"), located at 2100 Thousand Oaks Blvd Thousand Oaks CA 91362

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly or cause to be performed publicly at concerts or recitals ("concerts") in the United States presented by or under the auspices of LICENSEE, and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." For purposes of this Agreement "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published prior to or during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for an initial term commencing January 1, 2021 and ending December 31 of the same calendar year, and shall continue thereafter for additional terms of one year each unless either party terminates it by giving the other party notice at least 30 days before the end of the initial or any renewal term. If such notice is given, the license shall terminate on December 31 of the year in which notice is given.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except upon the express written consent of the parties, but no assignment shall relieve the parties of their respective obligations as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(b) This license is strictly limited to the LICENSEE and to the premises where each concert is presented, and does not authorize any other performances other than those given at the premises as part of licensed concerts. This license shall not cover concerts for which the information required under Paragraph 3. of this Agreement has not been provided.

(c) This license does not authorize the broadcasting or telecasting or transmission by wire, internet, webcasting, on-line service or otherwise, of renditions of musical compositions in ASCAP’s repertory to persons outside of the premises where each concert shall be presented.

(d) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

   (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
   (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
   (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
   (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).
The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

(e) This license does not authorize the performance of any special orchestral arrangements or transcriptions of any musical composition in the ASCAP repertory, unless such arrangements or transcriptions have been copyrighted by members of ASCAP or foreign societies which have granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP’s repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

(h) This license is limited to the United States, its territories and possessions and the Commonwealth of Puerto Rico.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee for each concert presented based on the Rate Schedule, attached to and made a part of this Agreement.

(b) Fifteen days after the end of each calendar quarter of this Agreement, LICENSEE shall submit to ASCAP a report in printed or computer readable form stating whether concerts were presented during the previous quarter. For each concert presented during the previous quarter, the report shall state:

   (i) the date presented;
   (ii) the name of the attraction(s) appearing;
   (iii) the name, location and seating capacity of the venue where the concert was presented (Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.);
   (iv) the "Gross Revenue" of the event ("Gross Revenue" means all monies received by LICENSEE or on LICENSEE’S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.) LICENSEE may deduct from "Gross Revenue" the portion of the ticket price donated by the performing artist to a specific charity, provided that the deduction may not exceed $5.00. The LICENSEE shall furnish ASCAP with a copy of the artist agreement setting forth the exact amount of the charitable donation per ticket sold;
   (v) if the concert is a "Benefit Event," the name and address of the organization for which the benefit is conducted. "Benefit Event" means a concert which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide charitable institution or cause, not affiliated in any way with LICENSEE, to which all the proceeds from the concert, after deducting the reasonable costs of producing the concert, are donated. LICENSEE, upon ASCAP’S request, shall provide documentation of expenses and proof of payment to the institution or cause;
   (vi) the license fee due for each concert; and
   (vii) the total license fees due for the previous quarter.
License fees shall be payable at the time the quarterly report is submitted. The minimum annual fee shall be payable within thirty days of invoicing by ASCAP.

If LICENSEE presents, sponsors or promotes a concert with another person or entity licensed under ASCAP’s Concert & Recital License Agreement, LICENSEE’S quarterly report shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment. If the other party is not licensed by ASCAP under an ASCAP Concert & Recital or Symphony Orchestra License Agreement, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

If LICENSEE fails to submit a report or payment in a timely manner, ASCAP may calculate the fees due from data provided by concert industry publications such as Pollstar or based upon fees payable in prior years.

LICENSEE shall furnish to ASCAP, where available, at the same time payment of license fees is made a program containing a list of all musical works, including encores, performed in each of LICENSEE’S concerts.

LICENSEE shall pay a finance charge of 1.5% per month from the date due, on any required payment or report that is not made or submitted within thirty days of its due date. LICENSEE shall pay ASCAP a $25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

4. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

5. Right To Verify Reports

(a) Upon thirty days written notice to LICENSEE, ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account and program information of LICENSEE only to such extent as may be necessary to verify any and all reports rendered and accountings made by LICENSEE to ASCAP. ASCAP shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential.

(b) The period for which ASCAP may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at LICENSEE’s request, ASCAP shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by ASCAP to LICENSEE. This three-year limitation shall not apply if LICENSEE fails or refuses after written notice from ASCAP to produce the books and records necessary to verify any report or statement of accounting required pursuant to this Agreement. Should the three-year audit period extend into a previous license agreement, nothing herein shall restrict ASCAP’s right to audit for the full three calendar years preceding the year in which notification was given.

(c) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(d) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date ASCAP demands payment of such amount.
6. **Additional Termination Provisions**

(a) ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of ASCAP’s operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located or in which LICENSEE presents concerts which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

(b) Notwithstanding the provisions of Paragraph 1.(b) above, ASCAP shall have the right to terminate this Agreement at any time upon thirty days written notice provided that ASCAP terminates all Blanket Concert and Recital Licenses at the same time.

7. **Notices**

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by United States Mail, generally recognized same-day or overnight delivery service, or by transmitting the notice electronically to the other party’s last known facsimile number or e-mail (or similar electronic transmission) address. Each party agrees to notify the other of any change of address.

8. **Applicable Law**

The meaning of the provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE.

this day of , 20    .

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By ________________________________

LICENSEE **Thousand Oaks Alliance For The Arts**

By ________________________________

TITLE ________________________________

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)
BLANKET CONCERT AND RECITAL (BCON)
2022 Rate Schedule

Schedule I.

<table>
<thead>
<tr>
<th>Seating Capacity*</th>
<th>Percentage Applied to Gross Ticket Revenue**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
<td>High</td>
</tr>
<tr>
<td>0</td>
<td>2,500</td>
</tr>
<tr>
<td>2,501</td>
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<tr>
<td>10,001</td>
<td>25,000</td>
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<tr>
<td>over</td>
<td>25,000</td>
</tr>
</tbody>
</table>

*Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.

**Gross Revenue” means all monies received by LICENSEE or on LICENSEE’S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.

Schedule II. Free and Benefit Events ***

<table>
<thead>
<tr>
<th>Seating Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>5,501</td>
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<tr>
<td>10,001</td>
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<tr>
<td>over</td>
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<td>High</td>
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<tr>
<td>Fee per Event</td>
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<tr>
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<td>$ 203.00</td>
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<td>$ 397.00</td>
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</table>

***"Benefit Event” means a concert which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide, charitable institution or cause not affiliated in any way with LICENSEE, to which all the proceeds from the concert, after deducting the reasonable costs of producing the concert, are donated.

Minimum Annual Fee. The minimum annual fee payable hereunder shall be $280.00.

Annual License Fee for Year 2023 and Thereafter

The annual license rate under Schedule II. and the minimum annual fee for each calendar year commencing 2023 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest $1.00.

ASCAP
Toll Free: 1-800-505-4052
BLANKET CONCERT AND RECITAL (BCON)

Report Form

Account Number: ____________________ Premise Name: ____________________

Reports are due 15 days after each calendar quarter
Apr 15 (Jan - Mar), Jul 15 (Apr - Jun), Oct 15 (Jul - Sep), Jan 15 (Oct - Dec)

Report for the Quarterly Period: ____________________

<table>
<thead>
<tr>
<th>EVENT DATE (MM/DD/YY)</th>
<th>PERFORMER &amp; OPENING ACTS</th>
<th>VENUE/ EVENT LOCATION</th>
<th>CITY, STATE</th>
<th>SEATING CAPACITY</th>
<th>(A) GROSS REVENUE**</th>
<th>(B) % APPLIED TO GROSS REVENUE (SEE BELOW)</th>
<th>(C) EVENT FEE (A) x (B) = (C)</th>
<th>PROGRAM OR SONG LIST ATTACHED (Y/N)</th>
<th>CO-SPONSOR (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Specify quarter(s) with no events: ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th Year: ____________________ $ ____________________

Specify quarter(s) with no events: ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th Year: ____________________

(B) - % Applied to Gross Revenue

<table>
<thead>
<tr>
<th>Seating Capacity</th>
<th>% Applied to Gross Revenue**</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 2,500</td>
<td>0.80% (0.0080)</td>
</tr>
<tr>
<td>2,501 - 5,000</td>
<td>0.40% (0.004)</td>
</tr>
<tr>
<td>5,001 - 10,000</td>
<td>0.25% (0.0025)</td>
</tr>
<tr>
<td>10,001 - 25,000</td>
<td>0.20% (0.0020)</td>
</tr>
<tr>
<td>Over 25,000</td>
<td>0.10% (0.0010)</td>
</tr>
</tbody>
</table>

* Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.
** "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.
*** If the event is co-sponsored, identify by attaching to this report form the co-sponsor, address, phone number and their ASCAP account number.

Note: To report a Free or Benefit Event, please phone 1-800-505-4052 to request the appropriate form, or use EZ ASCAP Concert Reporting at www.ascap.com/mylicense to complete your entire report on-line or make payments on your account.

You can pay your bill online with a credit card or electronic check. Access your account securely at www.ASCAP.com/mylicense.

Contact Person & Title: ____________________
Phone Number: ________ - ________ Ext: ________ Fax Number: ________ - ________
Email: ____________________ Website: ____________________
I certify the above information is true and correct.
Dated: ________ / ________ / ________

ASCAP Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com
DISCLOSURE STATEMENT

This is notice that, in compliance with Sec. 21751 of the California Business and Professions Code:

(1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains a schedule of the rates and terms of royalties under that contract; and

(2) ASCAP makes available electronically to proprietors the most current available list of ASCAP members and the most current available list of performed works that ASCAP licenses.

You may obtain gratis the most current available list of ASCAP's members -- in either printed form or on diskette -- by written request to ASCAP, PO Box 331608, Nashville, TN 37203-7515, Attention: John Johnson.

Information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of ways. A searchable database of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, is available online at the ASCAP Web Site, www.ascap.com/repertory (use the "ACE" function to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that provided by “ACE” is also available on a USB drive, free of charge, by written request to ASCAP, 250 West 57th Street; New York, NY 10107, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained gratis by written request to ASCAP, PO Box 331608, Nashville, TN 37203-7515, attn: John Johnson. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Johnson at a cost of $2200.00 plus shipping and handling (the listing is thousands of pages in length). You can also call or write to us for information as to specific works: (800) 95-ASCAP; or, at our New York address.
To: TOArts Board of Directors

From: TOArts Staff

Date: 3/10/2022

Subject: Resident Company Audience Development Plan

BACKGROUND

Pre-COVID-19 the TOArts Board had considered supporting the three resident companies by hiring an audience development company to work individually and independently with each organization to research and create a plan of action to help each organization target and engage new audiences to help boost their ticket sales and increase their brand visibility. Now, two years into a global health crisis, gas price hikes, and supply chain shortages, the average household spending patterns and behaviors have dramatically changed. This coupled with resource shortages across the board, supporting audience development for our resident companies was never more important than it is now.

DISCUSSION/ANALYSIS

Creating an audience development plan and handing it to the resident companies is as good as creating a strategic development plan and putting it on the shelf as goal accomplished. In this market, the resident companies require more than just the plan, they need the support to implement said plan. We propose a multi-year plan to conduct research, propose recommendations and do the implementation.

Stage 1: Consumer behaviors have changed dramatically over the past few years, and it is important to survey existing audiences, identify target vs actual audiences and do focus groups to establish reactions to the resident company brands.

Stage 2: Thereafter once the research is conducted the company would go into the next stage and develop recommendations and strategies for audience outreach and engagement.

Often, it is at this stage where the work stops. However, Stage 3 is critical to success.

Stage 3: the company would then start to execute on the recommendations using press relations and social media. This would likely be at the 6 or even 9-month mark of year one.

It is our recommendation that we support the execution of this plan for a minimum of two additional years to help the resident companies get traction and truly get their brand solidified with new audiences.
We request permission to seek proposals from no less than three audience development/marketing companies who can provide the above-mentioned encompassing services. We will present the winning proposal to the Board for final approval at which point the Executive Director will be authorized to enter into a contract on behalf of TOArts for the benefit of each of the three resident companies. The winning company would work independently with each resident company, tailoring their efforts for the unique needs of each organization and provide quarterly updates to TOArts.

**RECOMMENDATION**

Authorize Associate Director to create an RFP and solicit proposals from different audience development companies for a multi-year, multi-pronged approach to support each of the resident companies with a total budget not to exceed $65,000 in year one, $55,000 in year two and $45,000 in year three.

**PREPARED BY:** Niki Richardson, Associate Director
MARCH 2022

Board Special Meeting
Thursday, March 17, 2022 – 8:00 am; Acorn Room

APRIL 2022

Board Meeting
Thursday, April 14, 2022 – 8:00 am; Acorn Room

Ask Event
TBD

MAY 2022

Board Meeting
Thursday, May 12, 2022 – 8:00 am; Acorn Room

Gratitude Reception
Thursday, May 12, 2022 – 5:30pm; Scherr Forum

Ask Event
TBD

JUNE 2022

Board Meeting
Thursday, June 9, 2022 – 8:00 am; Acorn Room

JULY 2022

Board Meeting
Thursday, July 7, 2022 – 8:00 am; Acorn Room

AUGUST 2022

Board Meeting
Thursday, August 11, 2022 – 8:00 am; Acorn Room
SEPTEMBER 2022

Board Meeting
Thursday, September 8, 2022 – 8:00am; Acorn Room

OCTOBER 2022

Board Meeting
Thursday, October 13, 2022 – 8:00am; Acorn Room

NOVEMBER 2022

Board Meeting
Thursday, November 10, 2022 – 8:00am; Acorn Room

DECEMBER 2022

Board Meeting
Thursday, December 8, 2022 – 8:00am; Acorn Room

JANUARY 2023

Board Meeting
Thursday, January 12, 2023 – 8:00am; Acorn Room

FEBRUARY 2023

Board Retreat
Saturday, February 4, 2023 – Venue TBD

Board Meeting
Thursday, February 9, 2023 – 8:00am; Acorn Room

FUTURE PROJECTS
Board meets with City consultant regarding TOCAP campus recommendations.
Approve 3-year strategic plan
AGENDA

1) CALL TO ORDER

2) ROLL CALL: Chair David Mead, Vice-Chair Eloise Cohen, Treasurer Al Lowe, Secretary Janet Scherr, Board Directors John Bradley, Kathy Jeffers-Volk, Leanne Neilson, and Kyle Rohrbach.

3) PUBLIC COMMENTS

4) MINUTES
   a) Approve minutes of Special TOArts Board Meeting on February 5, 2022

5) BOARD BUSINESS
   a) COMMITTEES
      i) Arts Education Committee
         (1) Authorize the reallocation of arts education funds from Kids and the Arts to AccessArts
         (2) Approve Arts Education Committee recommendation to fund the grant request from Acacia Elementary School in the amount of $20,000 toward the construction of an outdoor performing arts space on their campus.

   b) ADMINISTRATION
      i) Approve temporary modifications to the Brown Act, retroactive from March 1, 2022, and extending through April 30, 2022, in accordance with Assembly Bill 361 and Government Code section 54953(e), authorizing remote teleconference meetings of the Thousand Oaks Alliance for the Arts (TOArts).
      ii) Adopt Strategic Plan – Documents provided by Equity Praxis Group in summary of the discussions from the February 5, 2022 Special Board meeting/Strategic Planning workshop.
      iii) Authorize Board Chair and Secretary to execute agreement with American Society of Composers, Authors, and Publishers (ASCAP) for blanket music licensing for TOArts events.

   c) FINANCE
      i) Monthly Financial Update

   d) DEVELOPMENT
      i) Authorize Associate Director to solicit an audience development proposal and present to the board for consideration.
      ii) Development Activities – Update

   e) PROGRAMMING
      i) TOArts Presents programming - Update
6) BOARD CALENDAR
   a) Additions or revisions to the calendar
      i) May 12- Gratitude Reception Scherr Forum
      ii) May 17- Producers Club Luncheon, Los Robles Greens

7) OTHER BUSINESS

8) BOARD MEMBER COMMENTS

9) EXECUTIVE DIRECTOR COMMENTS

10) REVIEW AGENDA FOR NEXT MEETING – Regular board meeting April 14, 2022

11) ADJOURNMENT

Any public documents provided to a majority of TOArts Board Directors regarding any item on this agenda will be made available for public inspection at the Cultural Affairs Department Administration Office located at 2100 Thousand Oaks Blvd., Thousand Oaks, California 91362 during normal business hours. In addition, such writing and documents will be posted on the TOArts website at www.toarts.org. Americans with Disabilities Act (ADA): In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the Cultural Affairs Department at 805-449-2700. Upon request, the agenda and documents in this agenda packet, can be made available in appropriate alternative formats to persons with a disability. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.
ACTION MINUTES

THOUSAND OAKS ALLIANCE FOR THE ARTS
SPECIAL BOARD MEETING/WORKSHOP
Saturday, February 5, 2022; 8:00 AM
Conducted via Videoconferencing

Pursuant to Assembly Bill 361, the February 5, 2022, Special meeting of the Thousand Oaks Alliance for the Arts (TOArts) was conducted via hybrid teleconference and/or video conference. Board members participated in-person from the meeting location (private donor home) and participation from the public was available via teleconference and/or video conference.

AGENDA

1. CALL TO ORDER: Meeting was called to order at 8:57 am.

2. ROLL CALL: Present – Chair David Mead, Vice Chair Eloise Cohen, Treasurer Al Lowe, Secretary Janet Scherr, and Directors John Bradley, Leanne Neilson, Kathy Jeffers-Volk and Kyle Rohrbach.

   Staff Present: Niki Richardson and Jonathan Serret.

3. PUBLIC COMMENTS: None

4. BOARD STRATEGIC PLANNING RETREAT: Jarrod Schwartz and Rene Castro of Equity Praxis Group facilitated a strategic planning discussion with the TOArts Board and staff to chart the course for the next 3 years.

5. ADJOURNMENT – The meeting was adjourned at 4:06 pm
To: TOArts Board of Directors

From: Arts Education Committee

Date: 3/10/2022

Subject: Acacia Outdoor School (Title I school)

BACKGROUND

The AccessArts Arts Education grant committee has thus far approved $43,600 in arts grants to the local elementary schools.

<table>
<thead>
<tr>
<th>School</th>
<th>Grant Amount</th>
<th>Project Description</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walnut Elementary</td>
<td>$9,000</td>
<td>Dance Studio</td>
<td></td>
</tr>
<tr>
<td>Ladera STARS Elementary</td>
<td>$4,600</td>
<td>Artist in the Classroom Residencies</td>
<td>Title I</td>
</tr>
<tr>
<td>University Prep Charter School</td>
<td>$7,000</td>
<td>Classroom supplies for 7 kindergarten classrooms</td>
<td>Title I</td>
</tr>
<tr>
<td>Westlake Elementary</td>
<td>$9,500</td>
<td>Dance classes with Dancing with Our Future Stars</td>
<td></td>
</tr>
<tr>
<td>Conejo Elementary</td>
<td>$8,500</td>
<td>Nature Inspired Fine Arts Program</td>
<td>Title I</td>
</tr>
<tr>
<td>CVUSD District for all elementary</td>
<td>$5,000</td>
<td>Arts Consultant to create a Strategic Arts Plan for TK-12 for all CVUSD students</td>
<td></td>
</tr>
</tbody>
</table>

DISCUSSION/ANALYSIS

Acacia seeks to transform an unused outdoor space on campus into an outdoor classroom with stage and seating area. The stage will be able to accommodate 30 students plus instruments with an audience seating capacity of 100 allowing for outdoor assemblies, performances, art/creative writing lessons, while being accessible and inclusive to all students and their abilities.

For FY2022 the Board approved $100,000 to be spent on arts education initiatives in the following manner.
$50,000 AccessArts arts education grants
$25,000 Kids and the Arts
$25,000 Virtual Field Trips
Of the $100,000, the following has already been expended:
$43,600 – AccessArts arts education grants
$17,100 – Virtual field trips
$3,500 is anticipated to be spent on buying tickets for FamilyPAC to provide tickets to kids and their families

This would leave $35,800 available to spend.

Acacia has a high population of special needs children. Many times, rooms are overwhelming for such students with sounds bouncing off the walls and the stage is not accessible to all students. Creating this outdoor space would make a more calming environment with total accessibility for every student. This space would also allow them to expand curriculum from the traditional classroom to support students with diverse interests and learning aptitudes.

**RECOMMENDATION**

Authorize Arts Education Grants Committee to approve the grant for $20,000 toward the creation of the outdoor classroom.

**PREPARED BY**

Niki Richardson, Associate Director TOArts
To: TOArts Board of Directors

From: Jonathan Serret, Executive Director

Date: March 17, 2022

Subject: Adoption of three-year Strategic Plan

BACKGROUND

In October 2021, the TOArts Board authorized execution of an agreement with Equity Praxis Group, for services relating to the facilitation of a strategic planning workshop and the preparation of a written strategic plan document.

DISCUSSION/ANALYSIS

On February 5, 2022, the TOArts Board and staff gathered to discuss goals, priorities, and vision for the next three years. The process featured a day-long discussion surrounding the values of Access & Exposure, Diversity & Inclusion, A Larger Purpose, Building Community, and Commitment to the Long-term. The discussions included group dialogue and break-out groups in a facilitated setting.

As the course of the day unfolded, the conversations around the TOArts’ values became more specific and identified specific strategies. From those strategies, the Board and staff were able to identify actionable steps and the measurable indicators of success for those strategies and steps. Equity Praxis Group met with staff to place appropriate timelines for those indicators.

The strategic plan is a living document which can be amended and updated as needed. The plan is intended to serve a three-year purpose to provide a framework to guide the direction and actions of the FY2022-23 and FY 2023-24. A subsequent strategic planning workshop will be scheduled in 2024 to build upon the third year of the document and develop new goals and priorities.

RECOMMENDATION

Adopt TOArts Strategic Plan.

ATTACHMENTS: Attachment #1 – TOArts FY2022-23 and 2023-24 strategic plan
Guiding Vision

Where the Arts Thrive for All.

The performing arts have the profound ability to inspire performers and audiences alike to reach for the stars, discover new perspectives, and strengthen bonds between individuals through shared transformative experiences.

TOArts has an ambitious goal to broaden access and exposure to the performing arts for this and future generations through a set of innovative programs.

Mission

Current Mission

TOArts enriches lives and strengthens the fabric of the community through arts education and the presentation and support of visual and performing arts at the Bank of America Performing Arts Center and beyond.

Alternate Mission

TOArts inspires and lifts up arts, culture and entertainment through partnership, community support, education and collaboration in and around the Bank of America Performing Arts Center.
Access & Exposure

TOARTS is committed to meeting community members where they are and providing a bold, innovative, inspiring, and evolving arts experience that is accessible to all and exposes our diverse communities to the rich variety of programming available.

Diversity & Inclusion

Great art inspires and challenges. TOArts is committed to getting out of our comfort zone. This means holding ourselves accountable to the principles of diversity and inclusion on our board, on staff, in the audiences we serve, and in the artists we showcase.

A Larger Purpose

TOArts embraces a spirit of collaboration with diverse arts agencies and providers across the region.

Building Community

TOArts recognizes that the arts are a place for interaction and a shared experience. We are committed to building a sense of belonging in all aspects of our work.

Commitment to the Long Term

TOArts is committed to investing in programming for the long term. Discovery and appreciation of particular art forms takes time and we are committed to sustaining a welcome mat for the long term.
Commitment to Diversity & Inclusion

Ventura County is home to one of the nation’s most diverse populations. TOArts is committed to ensuring that our audiences and performers alike in our community experience a sense of belonging, connection, and happiness through the arts, inclusive of diverse factors such as race, ethnicity, gender, sexual orientation, socioeconomic status, ability, or other individual identities.

We recognize that people of color and other communities have been historically marginalized and excluded. We are dedicated to ensuring the equity and the diversity of voices represented in all TOArts programs and initiatives.

To realize our mission, TOArts is committed to integrating equity into the fabric of arts education, programming, and the presentation of performing and visual arts in pursuit of a place Where the Arts Thrive for All.
Focus Area 1: Programming and Access

Goal 1.1: Foster community, a sense of belonging and accessibility for artists, audiences of all ages, cultures, and economic backgrounds.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promote the theatre and surrounding space as a vibrant and welcoming arts destination that is appealing and accessible to diverse audiences. Commit to programming at a loss, if necessary, to build momentum for new programs and audiences.</td>
<td>Offer bundled packages and call it the TOArts Experience with dinner onsite, entertainment, fair atmosphere. Provide tables and food trucks; free programming close to the theatre; free parking; use all spaces of the theatre;</td>
<td>Increase in the diversity of audiences and diversity of artists showcased. Example: next season: 3 Diverse/Broad offerings (examples might include: The Blind Boys of Alabama, Black Violin, Gypsy Kings, etc.);</td>
<td>FY22/23;</td>
</tr>
<tr>
<td></td>
<td>Offer programming that is accessible to different schedules: Saturday morning coffee concerts, a night out at the Arts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offer a free Quarterly Summer (June - August) Activity/Summer Event Series that includes a variety of food and visual and musical artists.</td>
<td></td>
<td>FY23/24</td>
</tr>
<tr>
<td>Strategy</td>
<td>Action Steps</td>
<td>Indicator of Success</td>
<td>Timeline</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Partner with local businesses for promotions. Focus on the diverse community cultures and use the Plaza area for performances.</td>
<td></td>
<td></td>
<td>FY22/23</td>
</tr>
<tr>
<td>Conduct focus groups with diverse communities.</td>
<td></td>
<td></td>
<td>FY22/23</td>
</tr>
<tr>
<td>Integrate feedback.</td>
<td></td>
<td></td>
<td>FY23/24</td>
</tr>
<tr>
<td>Create the opportunity for Board members to serve in the host role for various diverse events—walk around and engage audience members.</td>
<td>Provide table at particular events for TOArts.</td>
<td>Increased number of Board members present/serving as hosts for offerings outside of their comfort zone/regular tastes, wearing their Board badges, interacting with attendees, talking to people, making people feel welcome.</td>
<td>FY22/23</td>
</tr>
<tr>
<td>Continue to ask specific donors to assist in sponsoring programming so Encourage Board members to assist with soliciting sponsorships.</td>
<td></td>
<td>Increased Board engagement in soliciting sponsorships.</td>
<td>FY22/23</td>
</tr>
<tr>
<td>Strategy</td>
<td>Action Steps</td>
<td>Indicator of Success</td>
<td>Timeline</td>
</tr>
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</tr>
<tr>
<td>that TOARTs can offer arts experiences for free or reduced cost.</td>
<td>Encourage Board members to attend diverse offerings.</td>
<td>Board members attend diverse offerings.</td>
<td>FY22/23</td>
</tr>
<tr>
<td>Employ a variety of strategies to make the arts accessible to seniors.</td>
<td>Upgraded hearing devices, transportation, pre-show lectures.</td>
<td># of performances/offering held at senior facilities; # of new partnerships with senior facilities</td>
<td>FY23/24</td>
</tr>
<tr>
<td>Increase partnerships with other Visual Arts programs.</td>
<td>Partner with the Museum of Ventura County.</td>
<td>Increased partnerships with other Visual Arts Programs.</td>
<td>FY22/23</td>
</tr>
</tbody>
</table>
Focus Area 1: Programming and Access

Goal 1.2: Foster collegiality and collaboration between arts organizations regionally.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serve as a lead convener and collaborator, not a competitor. Serve in support of other arts organizations as a means of growing greater regional influence.</td>
<td>TOArts sponsorships of other organizations events, programs.</td>
<td># of sponsorships for other organization events and programs</td>
<td>FY23/24</td>
</tr>
<tr>
<td>Take out ads in support of other organizations.</td>
<td># of ads taken out in support of other arts organizations</td>
<td>FY22/23</td>
<td></td>
</tr>
</tbody>
</table>
Focus Area 1: Programming and Access

**Goal 1.3:** The diverse communities of our region will see that their cultures, their tastes and specific needs are reflected and valued within every aspect of TOArts.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listen and partner with the key Latinx community organizations.</td>
<td>Recruit: Reach out to Radio Laser.</td>
<td>Advisory council up and running.</td>
<td>FY22/23;</td>
</tr>
<tr>
<td></td>
<td>Board members are participating in Latinx community and organizational meetings.</td>
<td></td>
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<tr>
<td></td>
<td>Convene a Small Advisory Council of Latinx leaders (Buen Vecino/Laze)</td>
<td></td>
<td>FY23/24</td>
</tr>
<tr>
<td>Host/co-host events from diverse cultural communities.</td>
<td>At BAPAC. Program with other locations (Tarantula Hill, Bamboo Club)</td>
<td>____ # of hosted/co-hosted events each year</td>
<td>FY23/24</td>
</tr>
</tbody>
</table>
## Focus Area 2: Representation

### Goal 2.1: Increase diversity of representation on the Board and among staff and volunteers.

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<thead>
<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fill two Board openings in the next 6 months with an emphasis on increasing diversity and bring in expertise, skills, network to help us advance this strategic plan.</td>
<td>2 new Board members with representational and expertise diversity.</td>
<td>FY22/23</td>
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<td></td>
<td>Consider recruiting young people to the Board from partnerships with school districts offering service-learning credit and/or local colleges and universities.</td>
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<td>FY23/24</td>
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</table>
### Design and pilot a New Board Member On-Boarding process (welcome first days, be clear about expectations)

<table>
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<tr>
<th></th>
<th>Develop process and product.</th>
<th>Board on-boarding process outlined and piloted.</th>
<th>FY22/23</th>
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</table>

### Focus Area 3: Fundraising & Educational Endowment

**Goal 3.1: Raise $5M for Arts Education.**

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
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</thead>
<tbody>
<tr>
<td>TOArts Board and staff will cast a wide net and leverage their connections and partners to take leadership in raising these funds in coordination with Staff.</td>
<td>Develop an Arts Education Endowment Plan and codify it into the broader TOArts fundraising plan. Outline how funds will be raised and restricted to the Arts Education work.</td>
<td># of new Board member generated donors; # of new grassroots donors; # new grass tops donors; # new grass blade donors</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Take $1M from existing investments and add to goal; start operational side immediately.</td>
<td>An articulated Gift Chart</td>
<td></td>
<td>Ongoing</td>
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</table>
Focus Area 4: Governance

Goal 4.1: Goal: Reduce the administrative burden on the City while continuing to strengthen & codify the long-term relationship with the City.

<table>
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<tr>
<th>Strategy</th>
<th>Action Steps</th>
<th>Indicator of Success</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board members will think about TOArts as their top organization to give time, talent and treasure.</td>
<td>Board responsibilities checklist outlined along with a clear delineation of responsibilities (Board, City, TOArts). Multiple opportunities for Board engagement.</td>
<td>Board members talk about TOArts as one of their top 3 priorities; TOArts is in the top 3 in terms of annual donations for each board member.</td>
<td>FY22/23</td>
</tr>
<tr>
<td>Invest in the infrastructure that will allow TOArts to operate more independently.</td>
<td>Hire or contract with an outside bookkeeper who operates under TOArts supervision (not the City) and is supported by TOArts (not City) funds.</td>
<td>Efficiency of accounting process improved.</td>
<td>FY22/23</td>
</tr>
</tbody>
</table>
To: TOArts Board of Directors

From: Jonathan Serret, Executive Director

Date: March 17, 2022

Subject: Authorize Execution of ASCAP Agreement

BACKGROUND

The American Society of Composers, Authors, and Publishers (ASCAP) was founded in 1914. The organization’s purpose is to collect licensing royalties for the distribution and playing of music which are then remitted to the copyright holders. ASCAP retains licensing from more than 850,000 songwriters, composers, and publishers and their catalog features more than 16 million pieces of musical works.

DISCUSSION/ANALYSIS

The American Society of Composers, Authors, and Publishers (ASCAP) is one of the largest performance rights organizations (PRO) in the world. Along with Broadcast Music, Incorporated (BMI), Global Music Rights (GMR), and the Society of European Stage Authors and Composers (SESAC), ASCAP provides blanket licensing services for the use of music in exchange for royalties which are paid back to the songwriters and/or copyright owners. When music is played in a public setting, these licensing fees are paid by presenters, venues, businesses, radio stations, etc.

The royalty fees vary by business, use of materials, and audience size; contracts for radio stations and restaurants are different from those of live event venues and presenters. When music is used for free events or for fundraising events, the licensing is different from events which are generating ticket revenue based on the playing of music in a concert.

Due to the size and popularity of the TOArts Presents programming, TOArts has been approached by ASCAP to enter into an agreement governing music licensing. The billable rate is 0.008% of the gross sales revenues generated by ticket prices. The execution of an agreement has not impact on the finances associated with the TOArts Presents programs. Currently, the same value is withheld by the Bank of America Performing Arts Center under the City of Thousand Oaks' blanket license.

RECOMMENDATION

Authorize Board Chair and Secretary to execute ASCAP Blanket Licensing Agreement.

ATTACHMENTS: Attachment #1 – ASCAP Blanket Licensing Agreement
CONCERTS AND RECITALS-BLANKET LICENSE AGREEMENT

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203

by Thousand Oaks Alliance For The Arts ("LICENSEE"), located at 2100 Thousand Oaks Blvd Thousand Oaks CA 91362

as follows:

1. **Grant and Term of License**

(a) ASCAP grants and LICENSEE accepts a license to perform publicly or cause to be performed publicly at concerts or recitals ("concerts") in the United States presented by or under the auspices of LICENSEE, and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." For purposes of this Agreement "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published prior to or during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for an initial term commencing January 1, 2021 and ending December 31 of the same calendar year, and shall continue thereafter for additional terms of one year each unless either party terminates it by giving the other party notice at least 30 days before the end of the initial or any renewal term. If such notice is given, the license shall terminate on December 31 of the year in which notice is given.

2. **Limitations on License**

(a) This license is not assignable or transferable by operation of law or otherwise, except upon the express written consent of the parties, but no assignment shall relieve the parties of their respective obligations as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(b) This license is strictly limited to the LICENSEE and to the premises where each concert is presented, and does not authorize any other performances other than those given at the premises as part of licensed concerts. This license shall not cover concerts for which the information required under Paragraph 3. of this Agreement has not been provided.

(c) This license does not authorize the broadcasting or telecasting or transmission by wire, internet, webcasting, on-line service or otherwise, of renditions of musical compositions in ASCAP’s repertory to persons outside of the premises where each concert shall be presented.

(d) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

   (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
   (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
   (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
   (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).
The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

(c) This license does not authorize the performance of any special orchestral arrangements or transcriptions of any musical composition in the ASCAP repertory, unless such arrangements or transcriptions have been copyrighted by members of ASCAP or foreign societies which have granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP’s repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

(h) This license is limited to the United States, its territories and possessions and the Commonwealth of Puerto Rico.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee for each concert presented based on the Rate Schedule, attached to and made a part of this Agreement.

(b) Fifteen days after the end of each calendar quarter of this Agreement, LICENSEE shall submit to ASCAP a report in printed or computer readable form stating whether concerts were presented during the previous quarter. For each concert presented during the previous quarter, the report shall state:

(i) the date presented;
(ii) the name of the attraction(s) appearing;
(iii) the name, location and seating capacity of the venue where the concert was presented (Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.);
(iv) the "Gross Revenue" of the event ("Gross Revenue" means all monies received by LICENSEE or on LICENSEE’S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.) LICENSEE may deduct from "Gross Revenue" the portion of the ticket price donated by the performing artist to a specific charity, provided that the deduction may not exceed $5.00. The LICENSEE shall furnish ASCAP with a copy of the artist agreement setting forth the exact amount of the charitable donation per ticket sold;
(v) if the concert is a "Benefit Event," the name and address of the organization for which the benefit is conducted. "Benefit Event" means a concert which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide charitable institution or cause, not affiliated in any way with LICENSEE, to which all the proceeds from the concert, after deducting the reasonable costs of producing the concert, are donated. LICENSEE, upon ASCAP’s request, shall provide documentation of expenses and proof of payment to the institution or cause;
(vi) the license fee due for each concert; and
(vii) the total license fees due for the previous quarter.
(c) License fees shall be payable at the time the quarterly report is submitted. The minimum annual fee shall be payable within thirty days of invoicing by ASCAP.

(d) If LICENSEE presents, sponsors or promotes a concert with another person or entity licensed under ASCAP’s Concert & Recital License Agreement, LICENSEE’S quarterly report shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment. If the other party is not licensed by ASCAP under an ASCAP Concert & Recital or Symphony Orchestra License Agreement, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(e) If LICENSEE fails to submit a report or payment in a timely manner, ASCAP may calculate the fees due from data provided by concert industry publications such as Pollstar or based upon fees payable in prior years.

(f) LICENSEE shall furnish to ASCAP, where available, at the same time payment of license fees is made a program containing a list of all musical works, including encores, performed in each of LICENSEE’S concerts.

(g) LICENSEE shall pay a finance charge of 1.5% per month from the date due, on any required payment or report that is not made or submitted within thirty days of its due date. LICENSEE shall pay ASCAP a $25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

4. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

5. Right To Verify Reports

(a) Upon thirty days written notice to LICENSEE, ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account and program information of LICENSEE only to such extent as may be necessary to verify any and all reports rendered and accountings made by LICENSEE to ASCAP. ASCAP shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential.

(b) The period for which ASCAP may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at LICENSEE’s request, ASCAP shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by ASCAP to LICENSEE. This three-year limitation shall not apply if LICENSEE fails or refuses after written notice from ASCAP to produce the books and records necessary to verify any report or statement of accounting required pursuant to this Agreement. Should the three-year audit period extend into a previous license agreement, nothing herein shall restrict ASCAP’s right to audit for the full three calendar years preceding the year in which notification was given.

(c) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(d) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date ASCAP demands payment of such amount.
6. **Additional Termination Provisions**

(a) ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of ASCAP’s operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located or in which LICENSEE presents concerts which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

(b) Notwithstanding the provisions of Paragraph 1.(b) above, ASCAP shall have the right to terminate this Agreement at any time upon thirty days written notice provided that ASCAP terminates all Blanket Concert and Recital Licenses at the same time.

7. **Notices**

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by United States Mail, generally recognized same-day or overnight delivery service, or by transmitting the notice electronically to the other party’s last known facsimile number or e-mail (or similar electronic transmission) address. Each party agrees to notify the other of any change of address.

8. **Applicable Law**

The meaning of the provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE. this day of , 20 .

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By ____________________________________________

LICENSEE Thousand Oaks Alliance For The Arts

By ____________________________________________

TITLE

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)
BLANKET CONCERT AND RECITAL (BCON)
2022 Rate Schedule

Schedule I.

<table>
<thead>
<tr>
<th>Seating Capacity*</th>
<th>Percentage Applied to Gross Ticket Revenue**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
<td>High</td>
</tr>
<tr>
<td>0</td>
<td>2,500</td>
</tr>
<tr>
<td>2,501</td>
<td>5,000</td>
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<tr>
<td>5,001</td>
<td>10,000</td>
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<tr>
<td>10,001</td>
<td>25,000</td>
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<tr>
<td>over</td>
<td>25,000</td>
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</tbody>
</table>

*Where the total seating capacity of a location has been altered to accommodate a particular performance, the term “Seating Capacity” shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.

**“Gross Revenue” means all monies received by LICENSEE or on LICENSEE’S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as “Ticketmaster,” per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.

Schedule II. Free and Benefit Events ***

<table>
<thead>
<tr>
<th>Seating Capacity</th>
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<tbody>
<tr>
<td>Low</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>5,501</td>
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<tr>
<td>10,001</td>
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<tr>
<td>20,001</td>
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<tr>
<td>over</td>
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***“Benefit Event” means a concert which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide, charitable institution or cause not affiliated in any way with LICENSEE, to which all the proceeds from the concert, after deducting the reasonable costs of producing the concert, are donated.

Minimum Annual Fee. The minimum annual fee payable hereunder shall be $280.00.

Annual License Fee for Year 2023 and Thereafter

The annual license rate under Schedule II. and the minimum annual fee for each calendar year commencing 2023 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest $1.00.

ASCAP
Toll Free: 1-800-505-4052
BLANKET CONCERT AND RECITAL (BCON)
Report Form

Account Number: ______________________ Premise Name: ______________________

Reports are due 15 days after each calendar quarter
Apr 15 (Jan - Mar), Jul 15 (Apr - Jun), Oct 15 (Jul - Sep), Jan 15 (Oct - Dec)

Report for the Quarterly Period: ______________________

<table>
<thead>
<tr>
<th>EVENT DATE (MM/DD/YY)</th>
<th>PERFORMER &amp; OPENING ACTS</th>
<th>VENUE/ EVENT LOCATION</th>
<th>CITY, STATE</th>
<th>SEATING CAPACITY *</th>
<th>(A) GROSS REVENUE**</th>
<th>(B) % APPLIED TO GROSS REVENUE (SEE BELOW)</th>
<th>(C) EVENT FEE (A) x (B)</th>
<th>PROGRAM OR SONG LIST ATTACHED (Y/N)</th>
<th>CO-SPONSOR (Y/N)</th>
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<td>(A) x (B) = (C)</td>
<td>(A)x(B)=C</td>
<td>(A)x(B)=C</td>
<td>(A)x(B)=C</td>
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</table>

Specify quarter(s) with no events: ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th Year: ________ $ ________

Specify quarter(s) with no events: ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th Year: ________

(B) - % Applied to Gross Revenue

<table>
<thead>
<tr>
<th>Seating Capacity*</th>
<th>% Applied to Gross Revenue**</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 2,500</td>
<td>0.80% (0.0080)</td>
</tr>
<tr>
<td>2,501 - 5,000</td>
<td>0.40% (0.0040)</td>
</tr>
<tr>
<td>5,001 - 10,000</td>
<td>0.25% (0.0025)</td>
</tr>
<tr>
<td>10,001 - 25,000</td>
<td>0.20% (0.0020)</td>
</tr>
<tr>
<td>Over 25,000</td>
<td>0.10% (0.0010)</td>
</tr>
</tbody>
</table>

* Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.

** "Gross Revenue" means all monies received by LICENSEE or on LICENSEE’S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.

*** If the event is co-sponsored, identify by attaching to this report form the co-sponsor, address, phone number and their ASCAP account number.

Note: To report a Free or Benefit Event, please phone 1-800-505-4052 to request the appropriate form, or use EZ ASCAP Concert Reporting at www.ascap.com/mylicense to complete your entire report on-line or make payments on your account.

You can pay your bill online with a credit card or electronic check. Access your account securely at www.ASCAP.com/mylicense.

Contact Person & Title: ______________________
Phone Number: ________ - ________ - ________ Ext: ________ Fax Number: ________ - ________ - ________
Email: ______________________ Website: ______________________
I certify the above information is true and correct.
Dated: ________ / ________ / ________

Signature: ______________________

ASCAP Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com
DISCLOSURE STATEMENT

This is notice that, in compliance with Sec. 21751 of the California Business and Professions Code:

(1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains a schedule of the rates and terms of royalties under that contract; and

(2) ASCAP makes available electronically to proprietors the most current available list of ASCAP members and the most current available list of performed works that ASCAP licenses.

You may obtain gratis the most current available list of ASCAP's members -- in either printed form or on diskette -- by written request to ASCAP, PO Box 331608, Nashville, TN 37203-7515, Attention: John Johnson.

Information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of ways. A searchable database of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, is available online at the ASCAP Web Site, www.ascap.com/repertory (use the "ACE" function to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that provided by “ACE” is also available on a USB drive, free of charge, by written request to ASCAP, 250 West 57th Street; New York, NY 10107, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained gratis by written request to ASCAP, PO Box 331608, Nashville, TN 37203-7515, attn: John Johnson. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Johnson at a cost of $2200.00 plus shipping and handling (the listing is thousands of pages in length). You can also call or write to us for information as to specific works: (800) 95-ASCAP; or, at our New York address.
To: TOArts Board of Directors

From: TOArts Staff

Date: 3/10/2022

Subject: Resident Company Audience Development Plan

BACKGROUND

Pre-COVID-19 the TOArts Board had considered supporting the three resident companies by hiring an audience development company to work individually and independently with each organization to research and create a plan of action to help each organization target and engage new audiences to help boost their ticket sales and increase their brand visibility. Now, two years into a global health crisis, gas price hikes, and supply chain shortages, the average household spending patterns and behaviors have dramatically changed. This coupled with resource shortages across the board, supporting audience development for our resident companies was never more important than it is now.

DISCUSSION/ANALYSIS

Creating an audience development plan and handing it to the resident companies is as good as creating a strategic development plan and putting it on the shelf as goal accomplished. In this market, the resident companies require more than just the plan, they need the support to implement said plan. We propose a multi-year plan to conduct research, propose recommendations and do the implementation.

Stage 1: Consumer behaviors have changed dramatically over the past few years, and it is important to survey existing audiences, identify target vs actual audiences and do focus groups to establish reactions to the resident company brands.

Stage 2: Thereafter once the research is conducted the company would go into the next stage and develop recommendations and strategies for audience outreach and engagement.

Often, it is at this stage where the work stops. However, Stage 3 is critical to success.

Stage 3: the company would then start to execute on the recommendations using press relations and social media. This would likely be at the 6 or even 9-month mark of year one.

It is our recommendation that we support the execution of this plan for a minimum of two additional years to help the resident companies get traction and truly get their brand solidified with new audiences.
We request permission to seek proposals from no less than three audience development/marketing companies who can provide the above-mentioned encompassing services. We will present the winning proposal to the Board for final approval at which point the Executive Director will be authorized to enter into a contract on behalf of TOArts for the benefit of each of the three resident companies. The winning company would work independently with each resident company, tailoring their efforts for the unique needs of each organization and provide quarterly updates to TOArts.

RECOMMENDATION

Authorize Associate Director to create an RFP and solicit proposals from different audience development companies for a multi-year, multi-pronged approach to support each of the resident companies with a total budget not to exceed $65,000 in year one, $55,000 in year two and $45,000 in year three.

PREPARED BY: Niki Richardson, Associate Director
MARCH 2022

Board Special Meeting
Thursday, March 17, 2022 – 8:00 am; Acorn Room

APRIL 2022

Board Meeting
Thursday, April 14, 2022 – 8:00 am; Acorn Room

Ask Event
TBD

MAY 2022

Board Meeting
Thursday, May 12, 2022 – 8:00 am; Acorn Room

Gratitude Reception
Thursday, May 12, 2022 – 5:30pm; Scherr Forum

Ask Event
TBD

JUNE 2022

Board Meeting
Thursday, June 9, 2022 – 8:00 am; Acorn Room

JULY 2022

Board Meeting
Thursday, July 7, 2022 – 8:00 am; Acorn Room

AUGUST 2022

Board Meeting
Thursday, August 11, 2022 – 8:00 am; Acorn Room
TOARTS Board Calendar
Page 2

SEPTEMBER 2022

Board Meeting
Thursday, September 8, 2022 – 8:00am; Acorn Room

OCTOBER 2022

Board Meeting
Thursday, October 13, 2022 – 8:00am; Acorn Room

NOVEMBER 2022

Board Meeting
Thursday, November 10, 2022 – 8:00am; Acorn Room

DECEMBER 2022

Board Meeting
Thursday, December 8, 2022 – 8:00am; Acorn Room

JANUARY 2023

Board Meeting
Thursday, January 12, 2023 – 8:00am; Acorn Room

FEBRUARY 2023

Board Retreat
Saturday, February 4, 2023 – Venue TBD

Board Meeting
Thursday, February 9, 2023 – 8:00am; Acorn Room

FUTURE PROJECTS
Board meets with City consultant regarding TOCAP campus recommendations.
Approve 3-year strategic plan