



**STAGE
DIRECTORS AND
CHOREOGRAPHERS
SOCIETY**

Please read the following Tier Agreement carefully. The Tier Form Contract appears at the end of this document. The Form will calculate the correct Tier automatically when the criteria are entered.

Please submit executed FORM CONTRACT to:

By Mail:

SDC
321 West 44th Street
Suite 804
New York, NY 10036

Via Email:

To your Contract Affairs
Representative directly or
Contracts@SDCweb.org

**Please submit PENSION & HEALTH CONTRIBUTION
PAYMENTS by two separate checks (one payable
to “SDC-League Pension Fund” and the other to
“SDC-League Health Fund”) to:**

SDC-League Pension & Health Funds
321 W 44th Street Suite 804
New York NY 10036-5477

SDC TIER AGREEMENT
Effective April 1, 2022

I. RECOGNITION

The Employer agrees to recognize Stage Directors and Choreographers Society, Inc. ("SDC") as the exclusive representative of all SDC Member Directors and Choreographers (the "Employee") hired by the Employer for the purposes of the administration of matters within the scope of this Tier Agreement. ("Agreement")

For all subsequent productions produced by the Employer for which an SDC Member is hired, the Employer shall be bound by this Agreement unless otherwise agreed to in writing between the Employer and SDC.

II. GENERAL PROVISIONS

- (A) No Employer may make any representation regarding the engagement of the Employee unless negotiations for an agreement for services have been completed.
- (B) The Individual Employment Agreement ("Form Contract"), attached hereto, must be used by the Employer for the employment of any Employee under this Agreement. The Employer and the Employee must each file a copy of the fully executed contract with SDC prior to the first rehearsal.
 - (1) No Employee will be permitted to commence rehearsals until the signed Form Contract is filed with SDC. Employer must inform SDC of the date, time, and place of the first rehearsal, and a representative of SDC shall have the right to attend such rehearsal.
- (C) The applicable provisions of this Agreement shall be deemed incorporated into the individual Tier Form contract between the Employer and the Employee. The Employer, SDC, and the individual Employee shall each be bound thereby.
- (D) Nothing contained in this Agreement shall be construed to prevent any Employee from negotiating with and obtaining from the Employer any better terms and conditions than are provided for in this Agreement without limitation.
- (E) The Employer agrees that reduction by any Employee of any of the terms of this Agreement shall not be effective unless the written consent of SDC is first obtained.
- (F) This Agreement is not applicable for any production in New York City in a theatre of 100 seats or more OR for any commercial production outside of New York City in a theatre of 100 seats or more without the express permission of SDC.
- (G) Educational Institutions (e.g., K-12 schools, colleges and universities, performing arts conservatories, etc.) may utilize the SDC Academic Tier Agreement. Contact SDC for more information or [click here](#) to review the SDC Academic Tier Agreement.
- (H) Any additionally negotiated terms or compensation shall be set forth on a Rider to the Form Contract and attached to each copy.

III. TIER PLACEMENT

Employers will be placed, with SDC approval, in the appropriate Tier. An Employer's "final Tier" category will be determined by the "average tier" based on the following three criteria:

<u>TIER</u>	<u>CAPACITY</u>	<u>HIGHEST TICKET PRICE</u>	<u># OF PERFORMANCES</u>
Tier 1	99 or less	\$20 or Less	10 or Less
Tier 2	100-150	\$21-25	11-20
Tier 3	151-199	\$26-29	21-24
Tier 4	200-299	\$30-39	25-29
Tier 5	300-399	\$40-49	30-34
Tier 6	400-499	\$50-59	35-39
Tier 7	500+	\$60+	40+

AUTOMATIC TIER CALCULATOR* - Enter the criteria below to calculate a production's Final Tier:

Capacity: _____ **Highest Ticket Price:** _____ **# of Performances:** _____ =

FINAL TIER _____

*Please note: If any of the criteria changes prior to or during the run of the production, causing the production to move to a new Tier, the new rates shall be subject to retroactivity. In no event shall an Employee's original compensation, health, or pension amounts be decreased.

IV. MINIMUM FEES

<u>Tier</u>	<u>Director</u>	<u>Choreographer</u>	<u>Director/Choreographer</u>
Tier 1	not less than \$ 500	not less than \$ 500	not less than \$ 1000
Tier 2	not less than \$1500	not less than \$1200	not less than \$ 2600
Tier 3	not less than \$2200	not less than \$1800	not less than \$ 3800
Tier 4	not less than \$3400	not less than \$2800	not less than \$ 5900
Tier 5	not less than \$4600	not less than \$3800	not less than \$ 7700
Tier 6	not less than \$6200	not less than \$5070	not less than \$10800
Tier 7	CONTACT SDC		

Payment Schedule: 1/3 upon signing the contract; 1/3 upon the first day of rehearsal; 1/3 upon first day of the last week of rehearsal.

Should a production be postponed, suspended or abandoned, the Employee shall be entitled to receive payment of the fee as it is due, as specified in this Article.

V. Short-Term Employment of Choreographers on NON-MUSICALS and Fight Choreographers on MUSICALS and NON-MUSICALS

- (A) Employers in Tiers 2-7 may employ a Choreographer for a non-musical production or a fight Choreographer for a musical or non-musical production for 9 days or fewer (which need not be consecutive). The minimum fee for each day or part thereof shall be 10% of the applicable Tier fee for a Choreographer. Pension contribution shall be 9% of the fee paid and a health contribution shall be paid at 50% of the applicable Tier rate.
- (B) For services required for 10 days or more, a full Choreographer contract shall be filed at the applicable Tier rates.

VI. ROYALTIES/EXTENSION

Employer shall make a minimum payment of six percent (6%) of the contractual fee, for each week of performance (pro-ratable based on 7 performances) beyond the originally contracted closing date. In no case shall such payment be less than fifteen dollars (\$15) per performance. Additional pension contributions of nine (9%) percent and health contributions of nine (9%) percent shall apply to all extension payments and must be paid by Employer as same accrues. Extension payments and benefits shall be due to the Employee and SDC along with the Tier Contract Extension Form no later than ten (10) days following the extended closing date for the production.

VII. PENSION AND HEALTH

All pension and health contributions on behalf of the Employee shall be remitted to the following address by two separate checks (one payable to "SDC-League Pension Fund" and the other to "SDC-League Health Fund"):

**SDC-League Pension & Health Funds
 321 W 44th Street Suite 804
 New York NY 10036-5477**

The initial pension and health contributions will follow the structure below and such payment shall be due prior to the first day of rehearsal.

<u>TIER</u>	<u>HEALTH</u>	<u>PENSION</u>
Tier 1	\$325	9% on all compensation
Tier 2	\$625	9% on all compensation
Tier 3	\$800	9% on all compensation
Tier 4	\$900	9% on all compensation
Tier 5	\$1100	9% on all compensation
Tier 6	\$1250	9% on all compensation
Tier 7	CONTACT SDC	

Pension and health contributions on extensions/royalties shall be due as stated in Article V above.

VIII. ELECTRONIC RIGHTS

The Employer shall not film, televise, or otherwise reproduce any part of its production, or authorize or permit others to do so, without a separate written agreement with the Employee and SDC.

IX. BILLING

- (A) The Employee shall receive billing in all programs, houseboards and the show page of Employer's website. Such credit shall appear on a separate line and in an agreed size, type and position on which no other credit shall appear. The Employer shall also include the Employee's biographical notes in the program.
- (B) The Employer shall display the SDC logo in a conspicuous place in the program along with the following credit: "The Director (or Choreographer or Director- Choreographer or Fight Choreographer) is a Member of the Stage Directors and Choreographers Society, a national theatrical labor union."

X. PROPERTY RIGHTS

All rights in and to the direction/choreography conceived by the Employee in the course of the rendition of services hereunder shall be, upon its creation, and will remain the sole and exclusive property of the Employee; it being understood, however, that Employer shall have a perpetual and irrevocable license to use such property in any stage production of the Play for which the Employee receives no less than the royalty specified in the applicable SDC Agreement. Any additional use or license of the property by Employer shall be subject to further agreement between Employer and the Employee. The Employee reserves the right to copyright the direction/choreography.

XI. RIGHT OF FIRST REFUSAL

The Employee shall be given the right of first refusal to direct/choreograph the subsequent production of the Play produced, co-produced or licensed by Employer. If the Employee accepts such engagement, the Employee shall receive no less than the fees and royalties specified in the applicable SDC Agreement. If the Employee is not afforded such option to direct/choreograph subsequent production of the Play, the Employee shall receive a payment of no less than two thousand (\$2,000.00) dollars or fifty percent (50%) of the subsequent fee, whichever is greater. This payment does not grant a license to use the Employee's property rights.

XII. INDEMNIFICATION

The Employer shall indemnify, hold harmless and defend the Employee from any claim or liability arising from the provision of services under this Agreement.

XIII. ARBITRATION OF DISPUTES

Any dispute hereunder shall be resolved by arbitration between the Employer and SDC on behalf of the Employee in the City of New York before an Arbitrator designated in the SDC-LORT Agreement and otherwise pursuant to the applicable rules of the American Arbitration Association.

XIV. TERMINATION

No Employee may be dismissed, except in the case of the employee's material breach of contract, without the full payment of all compensation due under the contract.

XV. DEFAULT

- (A) Should the Employer default in payments to or on behalf of a Director, Choreographer or Director-Choreographer, SDC shall give prompt notice thereof to the Employer. Failure to cure the default within the guidelines of such notification by SDC may result in: (i) a strike against the Employer, preventing SDC Members to be employed in the future or (ii) requirement of the Employer to post a security bond for subsequent productions in which an SDC Member is employed. Such bond amount shall be a sum of money satisfactory to SDC.
- (B) If the default is cured and no further default occurs for twelve (12) months following the posting of bond, the Employer may apply to SDC to lift the bond requirement, which application shall not be unreasonably denied.

XVI. NON-DISCRIMINATION AND ANTI-HARASSMENT

- (A) The Employer shall not discriminate against or harass any Employee in employment because of race, color, creed, national origin (including but not limited to discrimination based on hairstyle and/or hair texture), sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability or any other characteristic protected by federal, state or local law.
- (B) The Employee shall not discriminate in casting against any person because of race, color, creed, national origin (including but not limited to discrimination based on hairstyle and/or hair texture), sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, or any other characteristic protected by federal, state or local law.
- (C) The Employer affirms that categories of race, color, creed, national origin, sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, or any other characteristic protected by federal, state or local law, shall not be used to limit the range of work open to the Directors, Choreographers and Director-Choreographers engaged by the Employer.
- (D) The Employer and SDC reaffirm their commitment to encourage and expand employment of Directors, Choreographers and/or Director-Choreographers from historically disadvantaged groups (e.g., racial, ethnic and religious minorities, female, LGBTQ+, individuals with disabilities, etc.), for all productions and promote the casting of actors and the hiring of Directors, Choreographers and/or Director-Choreographers in ways which challenge stereotypes and expectations.
- (E) The Employer affirms that it will maintain a safe working environment for Directors, Choreographers and Director-Choreographers and for artists and staff with whom Directors, Choreographers and Director-Choreographers interact on all productions.
- (F) SDC acknowledges that the Employer has furnished to SDC the Employer's Non-Discrimination and Anti-Harassment Policy. The Employer's policy shall be distributed by the Employer to all contracted SDC members and said policy shall be posted on call boards both in the rehearsal room and backstage. In the event of changes to the Employer's policy, the Employer shall submit said changes to SDC within thirty (30) days, and SDC shall inform the Employer within thirty (30) days of any concerns related to the Employer's revised policy. To the extent not expressly provided for under such policies, in the event that an individual files a complaint pursuant to an Employer's Non-Discrimination and Anti-Harassment Policy that an SDC member allegedly engaged in harassment or discrimination, or if an SDC member filed a complaint that they were subjected to behavior in violation of the Employer's Non-Discrimination and Anti-Harassment Policy, the Employer shall:

- (1) Notify SDC of the complaint within five (5) business days by contacting the appropriate contract affairs representative.
- (2) Provide any SDC member with an opportunity to have an SDC representative attend any investigatory interview conducted in connection with the complaint.
- (3) Notify SDC of the outcome of the investigation within five (5) business days of the conclusion of the investigation including but not limited to any proposed corrective action.

Any reduction of any benefit or term provided under this Agreement shall render it invalid. SDC reserves the right to reject any contract that does not meet the minimum terms.

This Agreement must be signed and filed with SDC. The Employer and the Employee must each file one copy with SDC prior to the first rehearsal. Each party should retain one copy, including the agent or attorney of the Employee if applicable. Contracts may be filed electronically by sending to Contracts@SDCweb.org or your designated Contract Affairs Representative.

The following constitutes our Agreement:

1. This agreement is entered into on the ____ day of _____, 20____. Pursuant to all the terms and conditions set forth in the Tier Agreement dated April 1, 2022 _____ (Employer), agrees to engage the services of _____ (Artist) as _____ and he/she agrees to accept such engagement with respect to the production of _____ (the Production). The services of the Artist shall be rendered during rehearsals of the Production from _____ through _____. The Production shall be performed through _____. The Employer recognizes Stage Directors and Choreographers Society, Inc. (SDC) as the representative of the Artist.

Venue Name: _____; Venue Capacity _____;

Highest Ticket Price: \$ _____; # of scheduled performances _____;

TIER: _____

2. Employer agrees to compensate Artist as follows:

COMPENSATION: \$ _____ Payment Schedule: 1/3 upon signing this contract; 1/3 upon first day of rehearsal; 1/3 upon first day of the last week of rehearsal.

3. **PENSION AND HEALTH:** The Employer shall make Pension and Health contributions, based on its Tier, to the SDC-League Pension Fund and the SDC-League Health Fund on all compensation (including any Extension and/or Royalty payments). **Separate checks must be made out to each fund and mailed to the following address:**

SDC-League Pension & Health Funds 321 W 44th Street Suite 804 New York NY 10036-5477

PENSION CONTRIBUTION DUE \$ _____ HEALTH CONTRIBUTION DUE \$ _____

4. **EXTENSIONS:** Employer shall make a minimum payment of six percent (6%) of the contractual fee, for each week of performance (proratable based on 7 performances) beyond the date specified above. Additional pension (9%) and health (9%) payments are due on any extension payments and must be paid as same accrues.

5. The Employer shall provide, prior to the first rehearsal, a written representation to the Artist, with a copy to SDC, that it has obtained the performance rights to recreate any original direction, musical staging and/or choreography which will be used for a production.

6. **ARBITRATION:** Any dispute hereunder shall be resolved by arbitration between the Employer and SDC on behalf of the Artist in the City of New York before an Arbitrator designated in the SDC-LORT Agreement and otherwise pursuant to the applicable rules of the American Arbitration Association.

7. **RIDERS:** This Agreement encompasses all of the terms and conditions of the SDC Tier Agreement, dated April 1, 2022 or any successor Agreement. Any additional terms must be set forth on a Rider to this Agreement and attached to each copy.

Accepted:
 ARTIST
 (Signature) _____
 (Please print name) _____
 Date _____
 Address _____
 _____ Zip _____
 Phone _____
 Email address _____
 SDC Member in good standing? Yes No

Theatre must sign contract first.
 EMPLOYER
 By (Signature) _____
 (Please print name) _____
 Date _____
 Address _____
 _____ Zip _____
 Phone _____
 EIN / Tax I.D. _____
 Email Address _____

SDC APPROVAL:

By signing below, SDC acknowledges receipt and the applicability to this agreement for this employment.

SDC approved by _____ Date _____

COVID-19 Safety Rider

This Rider must be signed and submitted by Employer with the SDC contract for each production prior to the SDC Member(s) providing *any* in-person services.

The following constitutes the agreement of Employer, SDC, and the SDC Member(s) regarding COVID-19 Safety Protocols in place for this production. SDC reserves all rights to modify or amend the protocols contained in this Rider at any time in response to changes in the pandemic. Notwithstanding the foregoing, Employer agrees that COVID-19 Safety Protocols shall at all times meet or exceed the terms and conditions herein set forth.

A. COVID-19 SUPERVISOR

There shall be at least one (1) designated COVID-19 Supervisor who shall enforce Employer's COVID-19 Safety Protocols. If not on site, the COVID-19 Supervisor shall be accessible for issues or questions that may arise.

- a. The COVID-19 Supervisor need not be a health professional but shall have training on COVID-19, controls required to mitigate risk, and time and authority to perform duties.
- b. Employer affirms that the COVID-19 Supervisor has completed the appropriate training prior to the start of in-person work.
- c. The COVID-19 Supervisor shall not be the SDC Member, stage manager, or production staff, but may be a staff member of Employer (e.g., company manager, etc.)

B. CURRENT GOVERNMENT POLICY

- a. All federal, state, and local orders must be followed.
- b. Employer shall review government policies to ensure they permit the gathering and activities being planned.

C. COVID-19 SAFETY TRAINING

- a. Employer shall provide its COVID-19 Safety Protocols to the SDC Member in advance of the first day of employment and shall review the Protocols with all employees at the first rehearsal.

D. SYMPTOM MONITORING, TESTING, AND MASKING

a. Symptom Monitoring

- i. Individuals with COVID-19 symptoms or high-risk exposure with a COVID-19 confirmed or assumed case shall test, mask, and/or isolate based on current CDC guidelines and until they receive a negative antigen or PCR test result or are cleared by a licensed health care provider.
- ii. When an SDC Member is required to isolate away from their home, Employer shall:
 1. Ensure delivery of all essential items and services, including but not limited to food, groceries, laundry, and medications. Employer shall pay one hundred (100%) percent of all delivery fees.
 2. If necessary, provide housing for the SDC Member to self-isolate.
- iii. Employer shall not reduce the SDC Member's contractual fee as a result of the Member taking leave to isolate.

b. Testing

- i. SDC recommends employers follow the below testing guidelines:
 1. For all community levels, Employer should provide or ensure free access to **Pre-Employment Testing** for all company members prior to in-person work.

2. Thereafter, for “high” community levels, Employer should provide or ensure free access to ongoing **Surveillance Testing** of all company members 2x per week.

c. Masking

- i. Company will adhere to SDC’s current masking guidelines, including the following:
 1. If local county is designated as “low” per the CDC, then company members may work without masks, including partnering for dancers.
 - a. It is recommended that company members remain masked if they will come into contact with high-risk or immunocompromised persons outside of the company.
 - b. It is highly recommended that SDC Members remain masked when attending preview performances where an audience is present (See Section G herein)
 2. If the local county is designated as “medium” or “high” per the [CDC’s Community Level](#), then company members should increase masking practices to include masking at all times when not actively eating, drinking, rehearsing, or performing.

E. VENTILATION FOR REHEARSAL AND PERFORMANCE SPACES

Employer shall make best efforts to comply with AIHA (American Industrial Hygiene Association) and ACGIH (American Conference of Governmental & Industrial Hygienists) recommendations, including:

- a. Suggested MERV 13 to 17 filters (or highest available MERV filter for current system).
 - i. Air filtration may include HEPA air purifiers with enough capacity to treat the square footage in each space.
- b. Suggested Air Changes per Hour (ACH) are between 6 and 12.
- c. The more outdoor air the better. Running at 100% outdoor air when the filter is less than MERV 11 is recommended.
- d. The demand-controlled ventilation (DCV) should be disabled.
- e. If possible, Employer agrees to keep systems running longer hours to enhance air exchanges in the building space which will also aid the cleansing of the air.

F. AUDIENCE AND PUBLIC INTERACTION

Employer and SDC are concerned for the health and safety of directors and choreographers who, as part of their regular job functions, must cross the “4th wall” between the backstage and public areas, maintaining close proximity to both the company and the public. To that end, Employer affirms the following:

- a. Employer shall offer SDC Members dedicated space in the theatre, at least six (6) feet from the audience, to keep them out of the “Close Contact” area as defined by the CDC.
- b. **If the audience is required to wear masks, the distance above may be reduced.**
- c. **If the audience is not required to wear masks, in addition to the six (6) feet distance above, it is recommended (but not required) that SDC Members remain masked while viewing performances from the house.**

G. VACCINATION POLICY

If Employer requires all employees to be fully vaccinated (primary course plus all recommended boosters) as a condition of employment, Employer acknowledges receipt of SDC’s “[Vaccination Policy Checklist](#)” and affirms compliance with all terms and conditions therein, including:

- a. Employer shall give SDC Members an opportunity to come into compliance if not already vaccinated.
- b. SDC Members must be allowed to appeal if they are unable to be vaccinated due to (1) disability; (2) sincerely held religious objection; or (3) for other personal circumstances that may warrant additional consideration.

- c. Employer must grant reasonable accommodation for disability, sincerely held religious objection, or for other personal circumstances that may warrant additional consideration (assuming accommodation does not present an undue hardship).
- d. Employer must comply with applicable federal, state, and local laws concerning the requirement to be vaccinated as a condition of employment (including legally mandated exemptions and reasonable accommodations (e.g., telework), assuming accommodation does not cause Producer an undue hardship).
- e. Producer shall not reduce an SDC Member's contractual fee as a result of SDC Member taking leave (1) to get the vaccine; (2) due to any side effects from the vaccine; or (3) if the Member is required to isolate.
- f. Where a question or dispute arises concerning an SDC Member's non-compliance with Employer's vaccination policy, Employer shall not terminate SDC Member before a designee from SDC and a designee of Employer meet to discuss potential solutions and/or reasonable accommodations.
- g. If adjustments in direction and choreography must be made to adhere to Employer's Vaccination Policy and/or COVID-19 Safety Plan, then Employer shall make reasonable efforts to ensure the SDC Members are informed and allowed to advise on the necessary adjustments.
- h. Any additional documents to be signed by Members must first be sent to the Union for review, comments, and if subject to mandatory bargaining, negotiation.

SDC Member may not work in person prior to the return of a fully executed copy of this RIDER.

The undersigned Employer affirms that its COVID-19 Safety Protocols shall at all times meet or exceed the terms and conditions herein. This Rider is hereby incorporated into and made a part of the SDC contract.

Affirmed:

Acknowledged:

EMPLOYER

SDC MEMBER

Print Name

Print Name

Date

Date



SDC TIER CONTRACT Extension Form

Employer shall make a minimum payment of six percent (6%) of the contractual fee for each week of performance (proratable based on 7 performances) beyond the original closing date. Additional pension (9%) and health (9%) payments are due on any extension payments and must be paid as same accrues. Extension payments and benefits shall be due to the Artist and SDC along with this form no later than ten (10) days following the extended closing date.

Theatre : _____

Production: _____

SDC Member: _____

First Rehearsal: _____ **First Performance:** _____ **Original Closing:** _____

Extension Period: _____ **through** _____

Fee on Contract: \$ _____

**Minimum Per-Performance
Extension Payment:** \$ _____

**In no case shall such payment
be less than \$15 per performance.**

**Total # of
Extended Performances:** _____

**Total Minimum
Extension Payment Due:** \$ _____

**Total Extension
Payment Paid:** \$ _____

**Total Additional
Pension Due:** \$ _____

**Total Additional
Health Due:** \$ _____

Please email this form to Contracts@sdweb.org as soon as an extension is announced.

Pension and Health contributions must be separate checks made out to each fund and mailed to the following address: *SDC-League Pension & Health Funds 321 W 44th Street Suite 804 New York NY 10036*