



**STAGE  
DIRECTORS AND  
CHOREOGRAPHERS  
SOCIETY**

Please read the following Academic Tier Agreement carefully. The Academic Tier Form Contract appears at the end of this document.

**Please submit executed CONTRACT FORMS:**

- By email: **Contracts@SDCweb.org**
- By mail:  
**SDC**  
**321 West 44th Street, Suite 804**  
**New York, NY 10036-5477**

**Please submit PENSION & HEALTH PAYMENTS in two separate checks:**

- Pension Payments to "*SDC-League Pension Fund*"
- Health Payments to "*SDC-League Health Fund*"
- Please send benefit payments to:  
**SDC-League Pension & Health Funds**  
**321 W 44th Street Suite 804**  
**New York, NY 10036-5477**

## SDC ACADEMIC TIER AGREEMENT

Effective January 1, 2024

### I. RECOGNITION

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

For the purposes of this Agreement, Academic Tier A shall refer to all High Schools, Community Colleges, Certification programs and other non-accredited institutions. Academic Tier B shall refer to all fully accredited Colleges and Universities.

IV. MINIMUM FEES

For the purposes of this Agreement, there shall be no set minimum fees for Academic Tier A or B.

V. ADDITIONAL PERFORMANCES

If the Employer schedules additional performances beyond the originally planned run, and derives box office income from such performances, the Employee shall receive a minimum payment of six percent (6%) of the contractual fee for each week of additional performance (pro-ratable based on 7 performances). **Additional pension contributions of ten (10%) percent shall apply to all extension payments and must be paid by the Employer as same accrues.** Documentation regarding additional performance dates and payments must be submitted to SDC within two weeks of the final additional performance.

VI. PENSION AND HEALTH

All Pension and Health Contributions on behalf of the Director /Choreographer 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 44<sup>th</sup> Street Suite 804  
New York, NY 10036-5477

The 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>
Academic Tier A	\$ 750	10% on all compensation
Academic Tier B	\$ 1300	10% on all compensation

A Waiver of Pension and/or Health Contributions may apply should the Employee be a full-time faculty/staff member of the Employer and is fully covered by the Employer's pension and/or health plan(s). This must be stipulated in a rider attached to the Form Contract and signed by the Employee and Employer.

## VII. ELECTRONIC RIGHTS

Employer shall not film, televise, or otherwise reproduce any part of its production of the play, or authorize or permit others to do so, without a separate written agreement with the Employee and the SDC. Filming, video-taping, or recording the production without further compensation to the Employee is only permissible for the purposes of education, demonstration, documentation, portfolio and archival projects, promotion, and similar non-remunerative activity.

## VIII. 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) is a member of the Stage Directors and Choreographers Society, a national theatrical labor union."

## IX. 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.

## X. RIGHT OF FIRST REFUSAL

The Employee shall be given the right of first refusal to direct/choreograph the subsequent production of the Play (wherein production elements are substantially intact) 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 fifty (50%) percent of the original contractual fee or fifty (50%) percent of the subsequent fee, whichever is greater. This payment does not grant a license to use the Employee's Property Rights.

#### XI. 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.

#### XII. DISPUTE RESOLUTION

Any dispute hereunder shall be resolved either by arbitration between the Employer and the SDC on behalf of the Employee pursuant to the applicable rules of the American Arbitration Association, or by other means if such means are agreed upon by all parties.

#### XIII. 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.

#### XIV. DEFAULT

- (A) Should any 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.

#### XV. 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.

## XVI. SAFETY AND HEALTH

The Employer and SDC Member Directors and Choreographers recognize that it is in their mutual best interest to promote safe and healthy conditions in the Employer's theatre. The Employer affirms that it will create a safe and healthy working environment for SDC Member Directors and Choreographers and for artists and staff with whom they interact on all productions including but not limited to the physical condition of the theatre as well as exposure to airborne infectious diseases (e.g., COVID-19). Upon the reasonable request of either the Employer or SDC, the parties shall confer and the Employer shall use its best efforts to correct conditions, when necessary and appropriate, to further such purpose. The Employer shall provide a copy of all safety rules to SDC and the SDC Members Directors and Choreographers working on a production prior to the first rehearsal.

**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](mailto:Contracts@SDCweb.org). 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 Academic Tier Agreement dated January 1, 2024, \_\_\_\_\_ (Employer), agrees to engage the services of \_\_\_\_\_ (Artist) as (select one) \_\_\_\_\_ and they agree 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.

Type of Institution \_\_\_\_\_

**ACADEMIC 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**  
 PENSION CONTRIBUTION DUE \$\_\_\_\_\_ HEALTH CONTRIBUTION DUE \$\_\_\_\_\_
4. 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.
5. **DISPUTE RESOLUTION:** Any dispute hereunder shall be resolved either by arbitration between the Employer and the SDC on behalf of the Artist pursuant to the applicable rules of the American Arbitration Association, or by other means if such means are agreed upon by all parties.
6. **RIDERS:** This Agreement encompasses all of the terms and conditions of the SDC Academic Tier Agreement, dated September 1, 2023 or any successor Agreement. Any additional terms must be set forth on a Rider to this Agreement and attached to each copy.

**---ENDORSED BY THE UNIVERSITY/RESIDENT THEATRE ASSOCIATION (U/RTA)---**

Accepted:  
**EMPLOYEE**  
 (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 \_\_\_\_\_  
 Employer Registration No. \_\_\_\_\_  
 Email Address \_\_\_\_\_

**SDC APPROVAL:**

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

SDC approved by \_\_\_\_\_ Date \_\_\_\_\_