

## SDC ACADEMIC TIER AGREEMENT

Effective January 1, 2011

### I. RECOGNITION

The Employer agrees to recognize Stage Directors and Choreographers Society ("SDC") as the exclusive representative of all SDC member Directors and Choreographers (Artist) 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 Artist unless negotiations for an agreement for his/her services have been completed.
- (B) The 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 Artist must each file a copy of the fully executed contract with the SDC prior to the first rehearsal.
  - (1) No Artist will be permitted to commence rehearsals until the signed Individual Employment Agreement ("Form Contract") is filed with the SDC. Employer must inform the SDC of the date, time and place of the first rehearsal, and a representative of the SDC shall have the right to attend such rehearsal.
- (C) The applicable provisions of this Agreement shall be deemed incorporated into the individual contract of employment between the Employer and the Artist. The Employer, SDC, and the individual Artist shall each be bound thereby.
- (D) Nothing contained in this Agreement shall be construed to prevent any Artist 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 Artist of any of the terms of this Agreement shall not be effective unless the written consent of the 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 Artist 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 (8%) payment is due on any such payments and must be paid 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

The Pension and Health Contributions will follow the structure below and such payment shall be due prior to the first day of rehearsal.

TIER	HEALTH	PENSION
Academic Tier A	\$375	8% on all compensation
Academic Tier B	\$800	8% on all compensation

A Waiver of Pension and Health Contributions may apply should the Artist be a full time employee of the Employer and is fully covered by the Employer's pension and health plan. This must be stipulated in a rider attached to the Agreement and signed by the Artist 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 Artist and the SDC. Filming, video-taping, or recording the production without further compensation to the Artist is only permissible for the purposes of education, demonstration, documentation, portfolio and archival projects, promotion, and similar non-remunerative activity.

VIII. BILLING

(A) The Artist 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 Artist'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 Artist in the course of the rendition of his/her services hereunder shall be, upon its creation, and will remain the sole and exclusive property of the Artist; 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 Artist 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 Artist. The Artist reserves the right to copyright his/her direction/choreography.

#### X. RIGHT OF FIRST REFUSAL

The Artist 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 Artist accepts such engagement, he/she shall receive no less than the fees and royalties specified in the applicable SDC Agreement. If the Artist is not afforded such option to direct/choreograph subsequent production of the Play, he/she shall receive a payment of no less than fifty percent (50%) of the subsequent minimum fee. This payment does not grant a license to use the Artist's Property Rights.

#### XI. 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.

#### XII. TERMINATION

No Director and/or Choreographer may be dismissed, except in the case of his or her material breach of contract, without the full payment of all compensation due him/her under the contract.

#### XIII. 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.

**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 in quintuplicate. The Producer must file one copy with SDC prior to the first rehearsal. The Director, Choreographer, Director-Choreographer must file one copy with SDC prior to the first rehearsal. Each party retains one copy. One copy is for the agent or attorney of employee.*

**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 JS` gSck #," ## \_\_\_\_\_ (Employer), agrees to engage the services of \_\_\_\_\_ (Artist) as **(select one)** \_\_\_\_\_ 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.

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 remitted with executed copies of this Agreement.**

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 Tier Agreement, dated June 1, 2009 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:  
 ARTIST  
 (Signature) \_\_\_\_\_  
 (Please print name) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 Email Address \_\_\_\_\_

Theatre must sign contract first.  
 EMPLOYER  
 By (Signature) \_\_\_\_\_  
 (Please print name) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Employer Registration No. \_\_\_\_\_  
 Email Address \_\_\_\_\_

**SDC APPROVAL: THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY SDC BELOW**

This Agreement approved by \_\_\_\_\_ Date \_\_\_\_\_