

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THEATRE AUTHORITY AND PRODUCER  
REGARDING COVID-19 SAFETY PROTOCOLS**

**EXPIRES SUNDAY, AUGUST 7, 2022**

Theatre Authority (“TA”) and Producer are committed to ensuring safe and sanitary places of engagement for Actors and Stage Managers. TA and Producer also recognize the need for transparency and clarity around the Covid-19 pandemic reopening process for live benefits and union members. Accordingly, TA and Producer enter into this Memorandum of Understanding (“MOU”) regarding the Covid-19 pandemic operations for Theatres. To address the uncertainty around the transmissibility and virulence of Covid-19 and its variants, Producer and TA agree to the following:

**A. Safety Protocol Requirements.** The Producer shall maintain safety protocols for their operations. The safety protocols must (i) comply with all federal, state, county, and city Covid-19 safety, reopening, and reporting requirements and (ii) be consistent with applicable Center for Disease Control Covid-19 guidance. It is understood that requirements and safety protocols may differ depending on the vaccination status of the Actors, Stage Managers, and individuals who interact with them for the benefit. Additionally:

**1. Definitions.**

- a. “Vaccinated” means fully vaccinated against Covid-19, as defined by the CDC (i.e., more than 14 calendar days following receipt of a final dose of an FDA or World Health Organization authorized or approved vaccine).
- b. “Unvaccinated” refers to anyone who is not vaccinated, as defined above in 1(a).
- c. “Production Group” refers to Actors, Stage Managers, and individuals who interact with them for the benefit.
- d. “COVID-19 Community Risk Level” are the CDC’s current metrics for assessing community risk. There are three risk levels: High (Red), Medium (Yellow), and Low (Green) on the CDC website (<https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>).

**2. Provisions.** When the “COVID-19 Community Risk Level” is:

- a. Decreasing from “high” to “medium” or “medium” to “low,” the higher-level controls outlined below should be maintained for at least two consecutive weeks before changing to the lower level’s controls.
- b. Worsening (from “low” to “medium” or “medium” to “high”), reinstate controls as soon as the “COVID-19 Community Risk Level” changes.

**3. Controls Required for ALL “COVID-19 Community Risk Levels”**

- a. Ventilation: The Producer shall conduct a ventilation inspection to verify adequate ventilation in audition, holding, rehearsal and performance spaces. If the inspection finds inadequate ventilation in closed spaces (for example, dressing rooms), the Producer agrees to add appropriate HEPA filtration units. The Producer shall review Actors’ Equity’s ventilation guidance (<https://www.actorsequity.org/resources/Producers/covid19-info/ventilation-guidance/>) and provide that ventilation guidance to any ventilation professionals engaged to service the Producer’s system.

- b. **Vaccination:** The safety protocols shall state whether the Producer is mandating vaccinations for the Production Group.
  - i. If the Producer mandates vaccinations as a condition of participation, the Producer must comply with all applicable federal, state, and local laws regarding mandatory vaccinations, including any legally required exceptions, limitations, payments, leave, and recordkeeping. It is the Producer’s responsibility to ensure it is complying with those federal, state, and local laws.
  - ii. If the Producer is not mandating vaccinations, then the following will take place:
    - 1. When there is only one unvaccinated individual in a Production Group, the testing cadence in section 4 below for the unvaccinated individual will be adhered to.
    - 2. When there is more than one unvaccinated individual in a Production Group, the Producer’s safety protocols must include:
      - a. Daily testing for unvaccinated individuals will be required; AND
      - b. The Producer must notify TA of the number of unvaccinated individuals; AND
      - c. Additional safety mitigation measures to protect the unvaccinated Actor(s) and/or Stage Manager(s), including masking requirements for rehearsals and ventilation enhancements.
- c. **COVID-19 Safety Manager(s):** The Producer shall have at least one COVID-19 Safety Manager who has received COVID-19 safety compliance training and is responsible for implementing the safety protocols.
  - i. For auditions (if any), at least one COVID-19 Safety Manager shall be onsite in the holding room.
  - ii. For rehearsals and performances, at least one COVID-19 Safety Manager shall be readily accessible to all Actors and Stage Managers. The Producer’s safety protocols must include the name(s) and contact information of the individual(s).
- d. **Pre-Rehearsal Testing:** Covid-19 PCR negative test result within 72 hours, or Rapid Antigen negative test result within 4 hours, of the start of in-person work.
- e. **Symptom Monitoring:** The Producer’s safety protocols shall specify that anyone in the Production Group who becomes ill must report their symptoms to the COVID-19 Safety Manager(s) and will not be allowed to attend work in person until they have been evaluated and cleared by a licensed health care provider.
- f. An individual who has had a positive test result will continue taking antigen tests only (not PCR) in the benefit’s testing cadence based on the “COVID-19 Community Risk Level” for 90 days following their positive test.
- g. For Actors that are directed to kiss in rehearsal and/or performance, workplace testing protocols for those specific actors and their covers will be no less than every workday. Actors can take a rapid antigen test supplied by the Producer 2-4 hours prior to the rehearsal or performance.

- h. **Testing Costs:** Any costs relating to Covid-19 screening and testing shall be the sole responsibility of the Producer.
- i. The Producer shall provide, at no cost to the Actors and Stage Managers, all personal protective equipment. In cases where a Producer engages an Actor or Stage Manager who is Deaf or hard of hearing, face masks for all who interact with union performers and stage managers shall be the transparent type.

**4. Controls for each “COVID-19 Community Risk Level”**

**a. High (Red)**

- i. **Masks:** Respirators (N95, KN95, KF94) are required for all except actors actively rehearsing or performing.
- ii. **Surveillance Testing:** No less than three (3) times a week during in-person work for actors, stage managers, and everyone working in close, direct contact with actors (e.g., wardrobe fitters, dressers, hair and makeup crew).
  - 1. For partially vaccinated and those who have not had a booster, workplace testing protocols will be no less than every workday.
  - 2. Those in the production group that ALWAYS wear a respirator (N95, KN95, KF94) at the workplace and never work in close contact with the actors or stage managers may test no less than two (2) times a week.

**b. Medium (Yellow)**

- i. **Masks:** CDC-compliant face coverings are required (and respirators (N95, KN95, KF94) are recommended) for all except actors actively rehearsing or performing.
- ii. **Surveillance Testing:** No less than two (2) times a week during in-person work for actors, stage managers, and everyone working in close, direct contact with actors (e.g., wardrobe fitters, dressers, hair and makeup crew).
  - 1. For partially vaccinated and those who have not had a booster, workplace testing protocols will be no less than three (3) times a week.
  - 2. Those in the production group that ALWAYS wear a respirator (N95, KN95, KF94) at the workplace and never work in close contact with the actors or stage managers may test no less than one (1) time a week.

**c. Low (Green)**

- i. If all areas within a space, including audition, holding, rehearsal and performance, utilized by the actors and/or stage managers ARE NOT maintaining minimum ventilation verification requirements in accordance with the document titled VENTILATION VERIFICATION FOR THEATRICAL FACILITIES and its appendices, then the following shall apply:
  - 1. **Masks:** Follow the parameters in Medium (Yellow) above.
  - 2. **Surveillance Testing:** Follow the parameters in Medium (Yellow) above.

- ii. If all areas ARE maintaining minimum ventilation verification requirements in accordance with the document titled VENTILATION VERIFICATION FOR THEATRICAL FACILITIES and its appendices, then the following shall apply:

1. **Masks:** For the first two consecutive weeks of each benefit's first in-person rehearsal follow the parameters in Medium (Yellow). Starting on the third week of each benefit's in-person rehearsal, CDC-compliant face coverings may be worn based on the individual's informed level of personal risk or if there has been an exposure to a known COVID-positive individual.
2. **Surveillance Testing:** For the first two consecutive weeks of each benefit's first in-person rehearsal, PCR or antigen testing will take place no less than two (2) times a week during in-person work for actors, stage managers, and everyone working in close, direct contact with actors (e.g., wardrobe fitters, dressers, hair and makeup crew). Starting on the third week of each benefit's first in-person rehearsal, testing protocols will be:
  - a. The Producer will provide tests based on individual's informed level of personal risk or if there has been an exposure to a known COVID-positive individual.
  - b. For partially vaccinated, and those who have not had a booster, workplace testing protocols will be no less than two (2) times per week.

## 5. **Protocols Following a Positive Test.**

- a. TA must be immediately notified of a positive COVID-19 test in the Production Group via Equity's online form:  
(<https://actorsequity.org/resources/Producers/covid19-info/>)
- b. When there is a positive test result in the production group, reinstate controls for one "COVID-19 Community Risk Level" higher outlined above for at least two consecutive weeks before changing back to the county's "COVID-19 Community Risk Level".
- c. If anyone in the Production Group tests positive for COVID-19, that individual will not be allowed to attend work in person until they have been evaluated and cleared by a licensed health care provider.
- d. The COVID-19 Safety Manager(s) will (i) ensure that anyone with a positive test immediately isolates from the Production Group and (ii) encourage them to contact their licensed health care provider for further instructions. The COVID-19 Safety Manager will stay in contact with an Actor or Stage Manager who must quarantine or isolate due to a positive test.
- e. The COVID-19 Safety Manager will determine who has been exposed and what additional precautions, such as additional testing and contact tracing, are necessary. The CDC's and local government's public health recommendations for community-related exposure will be followed.

- f. Producer shall continue full compensation for actors and stage managers requiring self-isolation. Producer's obligation to continue compensation and housing shall not be limited by the expiration of an actor or stage manager's engagement, provided actor or stage manager remains under self-isolation. Any cancellation of rehearsal or performances related to COVID-19 will not reduce actors or stage managers' rights to compensation, housing, and other benefits offered and negotiated for the engagement.
- g. If an Actor or Stage Manager engaged away from their place of residence must quarantine or isolate during the term of their employment, the Producer shall arrange for access at reasonable intervals to deliveries for food, groceries, laundry, and medications and must pay any delivery fees. The Actor or Stage Manager shall be responsible for the cost of the goods and services.
- h. If an Actor or Stage Manager who must quarantine or isolate is being housed by the Producer in shared housing, the Producer will arrange for alternative housing during the quarantine or isolation.
- i. Actors and Stage Managers who may have been exposed to an individual who tested positive for Covid-19 will be immediately notified. The Producer will maintain confidentiality as required by federal, state, and local law.
- j. In the event of a positive test in the Production Group, follow-up testing shall be conducted immediately for any individual(s) in the Production Group whom the Covid-19 Safety Manager determines was exposed.
- k. If there are more than two positives for Covid-19 in the Production Group using PCR tests within three consecutive days, a round of follow-up testing shall be conducted immediately for the Production Group.
- l. If there are more than five positives for Covid-19 in the Production Group using PCR tests within seven consecutive days, in-person work will be paused, and no individual in the Production Group shall return to in-person work unless and until they receive a negative result on a follow-up PCR test or are cleared to return to work by a medical professional.

**6. Audience and Public Interaction.**

- a. No visitors will be allowed backstage, and the Producer shall post signage backstage to that effect.
- b. When the CDC's "COVID-19 Community Level" for the county is Red (High) or Yellow (Medium), an unvaccinated, unmasked Actor must not be within ten (10) feet of the audience members, unless (i) passing within ten (10) feet of audience members when entering or exiting the stage or (ii) being within ten (10) feet of audience members who are either vaccinated or masked.
- c. The Producer will not require or request any in-person interaction between Actors or Stage Managers and patrons.
- d. Autograph signings, meet-and-greets with patrons, and backstage tours are strictly prohibited.
- e. Approval of press events outside of Producer-controlled venues will be given by the COVID-19 Safety Manager(s).
- f. When the CDC's "COVID-19 Community Level" for the county is Red (High) or Yellow (Medium), talkbacks may only happen if, during the talkback, there is at

least ten (10) feet between any unvaccinated Actor(s) and Stage Manager(s) and any unvaccinated, unmasked audience members.

- g. In-person presentations (i.e., preshow speakers or talkback moderators) to the audience may only be made by an Actor or Stage Manager who is vaccinated.
- h. If an Actor or Stage Manager in the Production Group is unvaccinated, the Producer may only have outside organizations in the same space(s) as unvaccinated individuals in the Production Group under the following circumstances:
  - i. The outside organization is fully vaccinated; OR
  - ii. The outside organization does not occupy the same rehearsal or performance space at the same time as unvaccinated individuals in the Production Group, and there is adequate time for air changes and cleaning to take place; OR
  - iii. The outside organization follows all safety mitigation measures established by the Producer to protect the unvaccinated Actor(s) and/or Stage Manager(s).

**B. Notices to Union Members.**

- 1. When available, the Producer shall include a copy of its safety protocols to each Union Member at the time they are invited to participate in the benefit. When the Producer's safety protocols are not included with a Union Member's invitation to participation, the Producer shall provide a copy of its safety protocols as early as possible but in no event later than two weeks before the first in-person rehearsal.
- 2. The name(s) and contact information of the COVID-19 Safety Manager shall be posted on the call board throughout the benefit.
- 3. A COVID-19 Safety Manager will review the safety protocols with Union Members and all other applicable employees on the first day of in-person rehearsal.

**C. Duties of Actors and Stage Managers.** Actors and Stage Managers agree to abide by all of their individual responsibilities under the safety protocols. The roles of actors, stage managers and assistant stage managers require work during rehearsal and performance which would render them unable to be "readily accessible to all Actors and Stage Managers" and, therefore, they may not serve in the function of CSM.

**D. Compliance with Safety Protocols.**

- 1. TA shall have the right to request a copy of the Producer's safety protocols and information related to a Producer's implementation of its safety protocols. In no event shall the Producer be required to disclose any information that the Producer is required to keep confidential by any federal, state, or local law.
- 2. If TA believes that a Producer has not followed the Producer's safety protocols, TA will provide written notice of all deficiencies to the Producer. Unless the Producer promptly responds to the notice, TA may require Actors and Stage Managers to refrain from rehearsing and/or performing until the Producer responds. Actors' and Stage Managers' honorariums, if any, shall not be reduced if the Producer must cancel a rehearsal or performance to address a deficiency. If the Producer closes the benefit in lieu of addressing a deficiency, the Actors and Stage Managers shall still be due whatever honoraria agreed to for participation.

E. **Non-precedential/Non-cite.** This MOU is made on a non-precedential basis. Neither Producer and its members nor the performance unions and their members shall refer to or cite this MOU, or any part thereof, in any hearing, arbitration, or other litigation, except for a proceeding to enforce the specific terms of this MOU.

F. **Duration.** This MOU shall expire on Sunday, August 7, 2022.

V 5.5.22