



Inspector General Division
City Attorney's Office

**Review of DBDT
Dancer Terminations**

DATE: October 7, 2024



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Executive Summary

On August 19, 2024, the Inspector General Division (IGD) received a request to review recent terminations of the main company dancers at Dallas Black Dance Theatre (DBDT). Dancers alleged they were terminated for unionizing. In consideration of the City's Code of Ethics, IGD interviewed witnesses, gathered and analyzed documents, and consulted open-source media to create this report. Witnesses included dancers, one DBDT board member, and union representatives from the American Guild of Musical Artists (AGMA).

DBDT currently receives money from the City of Dallas (the City) via three different sources: (1) an annual OAC Cultural Organizations Program Services Contract with the City; (2) a long-term facility management contract with the City; and (3) beginning in 2026, DBDT will receive approximately \$3M as part of a disbursement related to Proposition E in the May 2024 Dallas bond election.

IGD interviewed five former main company dancers: Gillian Clifford, Sierra Noelle Jones, Derick McKoy, Sean Smith, and Nile Ruff. IGD requested to interview four witnesses at DBDT. DBDT's legal counsel initially declined to produce any witnesses and later agreed to allow IGD to interview one DBDT witness: Georgia Scaife.

The dancers accused DBDT of a series of perceived acts of retaliation for unionizing, including withholding perks previously offered, changing schedules, reductions in staff, and curtailing work opportunities. DBDT addressed these allegations noting that the perceived retaliatory acts either preceded the vote to unionize or were in accord with DBDT policy.

After subpoenaing records from DBDT, IGD investigators and attorneys met with legal counsel for DBDT. IGD requested interviews with Georgia Scaife, DBDT President; Zenetta Drew, DBDT Executive Director; Ann Williams, DBDT Founder; and Richard Freeman, DBDT Artistic Project Coordinator/Manager. DBDT legal counsel declined IGD's requested interviews. Subsequently, DBDT legal counsel agreed to allow IGD investigators to interview Georgia Scaife. Ultimately, DBDT provided some of the records requested by IGD.

This report of our review contains a timeline of events, a summary of evidence reviewed, key portions of relevant documents, results of interviews, social media posts, and two addendums.



Timeline

- 4/30/2024: AGMA notified DBDT management that a majority of the DBDT dancers had authorized AGMA to represent them (**Exhibit 1**).
- 5/8/2024: DBDT rejected AGMA's claim that a majority of the DBDT dancers had authorized AGMA to represent them (**Exhibit 1**).
- 5/17/2024: DBDT verbally informed the dancers that summer contracts for 2024 would be cut short.
- 5/23/2024: DBDT restored the summer contracts in an email from Stephanie Hawthorne (HAWTHORNE), Managing Director, DBDT.
- 5/28/2024: DBDT Founder Ann Williams (WILLAMS) sent a letter to the main company dancers regarding unionization (**Exhibit 2**).
- 5/29/2024: The main company dancers at DBDT unanimously voted to join AGMA.
- 5/30/2024: DBDT informed three dancers who were subsequently leaving DBDT at the conclusion of the season that they could not attend the Big Dance event unless they bought a ticket. DBDT dancers claim that since 2019, all DBDT dancers received tickets to the Big Dance, including dancers who had performed during the prior season but who were subsequently leaving DBDT.
- 6/21/2024: The @dancersofdbdt Instagram account posted its first [video](#).
- 6/28/2024: DBDT sent letters of intent to hire the main company dancers.
- 7/1/2024: The main company dancers and DBDT signed the letters of intent (**Exhibit 8**).
- 7/4/2024: The @dancersofdbdt Instagram account posted a [video](#) of dancers attending a photoshoot.
- 7/15/2024: DBDT terminated one main company dancer, Sean Smith (SMITH), for hiring a teacher for yoga classes without authorization (**Exhibit 9**).
- 7/15/2024: DBDT verbally informed the remaining main company dancers that SMITH had been terminated. DBDT officials WILLIAMS, Board President Georgia Scaife (SCAIFE), and HAWTHORNE were present.



- 7/16/2024: Main company dancer Sierra Jones (JONES) inquired about teaching opportunities for the current dancers who were also instructors, and DBDT Academy Director Katricia Eaglin informed JONES via email that all instructor positions for the 2024-2025 season were filled.
- 7/24/2024: The @dancersofdbdt Instagram account posted a [slide](#) stating, “Can you hear us now, leadership?” and “Public Statement from the Dancers of Dallas Black Dance Theatre.”
- 7/25/2024: DBDT became aware of the June 21, 2024 Instagram [video](#) (**Exhibit 3**).
- 7/31/2024: The @dancersofdbdt Instagram account posted a [video](#) featuring dancers Gillian Clifford (CLIFFORD), JONES, Elijah Lancaster (LANCASTER), Dominiq Luckie (LUCKIE), Derick McKoy (MCKOY), Terrell Rogers (ROGERS), Nile Ruff (RUFF), Brianne Sellars (SELLARS), Micah Sherard (SHERARD), and SMITH, talking about how they stand united and speak with one voice. In it, several of the dancers wore t-shirts that read, “We are AGMA.”
- 8/9/2024: DBDT posted an audition [notice](#) on its Instagram account.
- 8/9/2024: DBDT terminated nine additional main company dancers: CLIFFORD, JONES, LANCASTER, LUCKIE, MCKOY, ROGERS, RUFF, SELLARS, and SHERARD. The termination letters cite the June 21, 2024 Instagram [video](#) as the reason for termination (**Exhibit 10**).
- 8/9/2024: The @dancersofdbdt Instagram posted a [slide](#) stating, “AGMA is aware that Dallas Black Dance Theatre (DBDT) leadership just terminated all their dancers, and we are appalled. This abrupt and shocking development is the latest in a series of actions the Company has taken since the dancers voted unanimously to unionize. Moreover, DBDT swiftly disabling comments on their notably vague social media statement speaks volumes. The entire AGMA membership has these dancers’ backs and we will do everything in our power to protect their rights as artist and workers. We will have more to say, but let this be the start.”
- 8/12/2024: AGMA issued a Do Not Work Order for DBDT (see [post](#) from the AGMA Instagram account).



Evidence Summary

On August 19, 2024, IGD received a request to investigate the recent terminations of several dancers at DBDT. IGD requests to DBDT for documents and interviews were initially declined. See Addendum I and Addendum II for more details regarding DBDT's delayed participation with IGD's investigation.

Key portions of the documents and other relevant information are summarized here:

Current and future funding sources for the DBDT.

DBDT currently receives money from the City via three different sources: (1) an annual OAC Cultural Organizations Program Service Contract with the City (**Exhibit 4**); (2) a long-term facility management contract with the City (**Exhibit 5**); and (3) beginning in 2026, DBDT will receive approximately \$3M as part of a disbursement related to Proposition E in the May 2024 Dallas bond election (City Council Briefing, August 21, 2024, Presentation Titled *2017 Bond Update and 2024 Bond Program Project Prioritization*) (**Exhibit 6**).

Key portions of documents reviewed.

1. DBDT dancer contracts (Exhibit 7).

Agreement for Services: Dancer agrees to abide by the rules of conduct, policies and procedures, artistic guidelines, and expected goals for dancers outlined by DBDT. Dancer acknowledges receipt of a copy of the above stated rules, guidelines, and goals.

Governing Law: [Dancer agrees] to abide by all Dallas Black Dance Theatre company policies, procedures, and regulations and that this Agreement maybe be terminated immediately by the Artistic Director of Dallas Black Dance Theatre should the dancer fail to perform any of the obligations herein or breach of the Dallas Black Dance Theatre's rules of conduct.

Termination: DBDT may terminate this contract upon Employee failing to meet performance standards or a serious breach of the rules of conduct, policies and procedures, artistic guidelines, Dancer's Handbook, and the expected goals for employee as outlined by DBDT, or a decline in budgetary financial resources. Any actions, behaviors, or statements that occur either at DBDT offices or off premises that impugn the reputation of Dallas Black Dance Theatre will be grounds for immediate termination.



2. DBDT letters of intent (Exhibit 8).

Each of the ten dancers listed below received a letter of intent, dated June 28, 2024, from DBDT:

Brianne Sellars	Derick McKoy Jr
Dominiq Luckie	Elijah W. Lancaster
Gillian Clifford	Micah Isaiah
Nile Ruff	Sierra Noelle Jones
Terrell Rogers Jr.	Sean Smith

The letter of intent stated:

This letter confirms Dallas Black Dance Theatre’s commitment to offer you a position as company dancer for the 2024-2025 season. Employment contracts for the period August 19, 2024, through May 31, 2025, will be issued on August 19, 2024. Please sign this letter by 5:00 PM Tuesday, July 2, 2024. We are delighted to have you as a company member for our 48th season.

3. DBDT termination letters (Exhibits 9 and 10).

On July 15, 2024, Smith received a termination letter (**Exhibit 9**) for his unauthorized hiring of Bianca Melidor, a former dancer who voted for unionization before leaving DBDT at the end of May 2024, to teach two yoga classes in June 2024. On August 9, 2024, the nine other dancers who received letters of intent in June 2024 received identical termination letters (**Exhibit 10**) citing the June 21, 2024 Instagram [video](#) as the reason for the terminations:

DBDT recently learned that on June 21, 2024, you participated in the making and/or posting of a video on a public Instagram account named “dancersofdbdt.” In particular, you and the other DBDT dancers engaged in self-described “shenanigans.” The unprofessional conduct in the video, which is available for the public to see (and to be shared across multiple social media platforms), has negatively impacted DBDT’s public image and the ability of DBDT to hold out its dancers as role models and mentors to aspire Black dancers—a key component of many of the DBDT’s partnerships. It has also resulted in parents of the Academy students voicing their concerns regarding the conduct of DBDT’s dancers.

The nine termination letters cite violations of two different DBDT policies as the stated rationale for the terminations: the Dancer’s Handbook a.k.a. the DBDT Dancer Policy Manual (**Exhibit 11**), and the Human Resources Policy Manual (**Exhibit 12**). Additional



stated rationale by DBDT for the terminations includes cell phone use by dancers inside both DBDT studios and the studios/rehearsal spaces of partner organizations for non-work purposes.

The termination letters state the [video](#) violates two provisions in the DBDT Dancer's Handbook (**Exhibit 11**):

All logos, graphics, videos, and images are the property of Dallas Black Dance Theatre. Use of promotional materials, merchandise, apparel, etc. is strictly prohibited without the written approval of the Brand Manager and Director of Marketing and Public Relations. Duplicating or reproducing is strictly prohibited.¹

Cell phone usage is strictly forbidden in studios, reception areas, and in administrative offices. Cell phone use is only permitted during scheduled break time. When directed to do so by the Artistic Director or Rehearsal Assistants, cell phone use is permitted in the studio when learning or reviewing choreography.²

The termination letters state the [video](#) violates one provision in the DBDT Human Resources Policy Manual (**Exhibit 12**): "All DBDT company assets shall be used for legitimate business purposes. The unauthorized personal use, borrowing or removal of Company property is prohibited."³

Specifically, the DBDT characterized the video as:

not legitimate rehearsal, choreography, or performance activities: (1) dancers pretending to hit and kick each other; (2) a dancer hanging upside down from the barre; (3) dance moves that are not professional and reflect vulgarity; and (4) portions of CPR training portrayed in a joking manner. The video also appears to have been filmed during paid work time.

¹ See Exhibit 10, page 11.

² *Id.* at 8.

³ IGD requested a copy of the Human Resources Policy Manual from DBDT. The request was initially declined but the document was later provided on September 11, 2024.



4. DBDT Dancer Handbook (Exhibit 11).

Provisions in the Dancer Handbook that appear to encourage dancers to use social media to assist the DBDT:

MARKETING and PUBLICITY, page 11:

Dancer agrees to assist the Company in its marketing and promotional efforts in all ways possible; including but not limited to:

- *Dancer will assist with promoting the company's home season performances and tours on their social media pages, such as Facebook, Instagram, LinkedIn, X, YouTube, etc.*
- *Posting should contain the correct spelling of the Company's name, "Dallas Black Dance Theatre."*
- *Dancer will provide to the designated Marketing staff your social media handles for your professional pages for Facebook, Instagram, and X.*
- *Throughout the season, Dancer will submit to DBDT a list of names and contact information of possible new supporters (i.e., prospective ticket buyers, artists, academy students, donors, board members, interns, volunteers, and touring presenters such as university contacts and professional organizations/affiliations).*

SOCIAL MEDIA POLICY, page 11:

Professional networking sites encourage professional growth and relationship building. However, employees, interns and contractors should make it clear to their "audience" that the views expressed are their own and do not necessarily reflect the views of DBDT. Employees, interns, and contractors are prohibited from disclosing any information that is confidential or proprietary to DBDT or to any third party that has disclosed information to DBDT.

Refer to the Dallas Black Dance Theatre's Human Resources Policy Manual for established guidelines.



5. DBDT Human Resources Policy Manual (Exhibit 12).

On September 11, 2024, IGD obtained a copy of the DBDT Human Resources Policy Manual. Relevant portions include:

Communications

All Company communications, whether internal or external, shall be accurate and complete and all public communications shall only be made by persons authorized to speak on behalf of the Company.

Intellectual Property and Intangible Assets

DBDT Board Members, officers, administrative staff, dancers and any other staff or affiliates are prohibited from taking for themselves personal opportunities or personal gain that utilizes ideas, intangible assets, or intellectual property that is an innovation or creation of the mind, including: but not limited to, words, symbols, any unique name, logo, phrases, design images or artistic creation.

The Company seeks to achieve a symbiotic relationship with its employees and foster creativity within the scope of employment. DBDT does not restrict the work product created by employees on their own time if the creation is developed outside of the scope of their employment.

Work product created by an employee during the course of his or her employment for the following reasons belongs to the Company and need not be performed at the work site or during working hours:

- 1) Work related to an employee's job responsibilities,*
- 2) Work created for the Company's use on the job,*
- 3) Work created for use by other employees,*
- 4) Work created for the Company's use by outside parties.*

Conflict of Interest

As a general guideline, employees should not engage directly or indirectly in any conduct, action or decision that is or may be perceived as disruptive, competitive, or damaging to DBDT. Any actions, behaviors, or statements that occur either at the DBDT office or off-site that impugn the reputation of Dallas Black Dance Theatre will be grounds for immediate termination.

Public Relations

All information pertaining to DBDT, its staff, representatives, and trustees that is disseminated to the media must be cleared through the Marketing



and Public Relations Department and approved by the Executive Director. This policy is designed to insure that DBDT's image presented to the community is clear and consistent. The release of information to all other parties must be approved by the appropriate department managers (i.e., artistic information by the Artistic Director, etc.) All financial information pertaining to any department of DBDT must be approved by the Executive Director before being released.

Disciplinary Action

A. General: It is necessary for Dallas Black Dance Theatre to establish rules to protect the welfare of DBDT and its employees. Where violations of rules or poor performance require disciplinary action, a progressive discipline approach normally will be used, except in the case of probationary employees and except in cases of violations which may be grounds for immediate termination.

B. Procedure: Progressive Disciplinary Action includes:

- 1. Verbal Warnings - Discuss the infraction with employee and determine positive ways for the employee to avoid further difficulty.*
- 2. Written Warnings - Use of supervisory action report to document the warning and meeting with the employee. The report will make reference to prior verbal warning(s).*
- 3. Suspension - Suspension of work without pay.*
- 4. Discharge- Involuntary discharge of the employee for cause.*

In certain circumstances, an investigatory suspension of 1 to 3 days may occur prior to termination.

Dallas Black Dance Theatre reserves the option of skipping one or more of the above progressive disciplinary actions in appropriate circumstances.

6. City Facilities Partners Update–DBDT, dated August 16, 2024 (Exhibit 13).

This memorandum explains the historical relationship between DBDT and the City:

The Office of Arts and Culture (OAC) has a history of contracts with DBDT. On an annual basis, OAC contracts with DBDT through the Cultural Organizations Program (COP) which provides operating support for Dallas-based arts and culture non-profit organizations for a yearlong season of artistic and cultural services and/or events. The City Council annually approves both the guidelines for COP and the eventual funding allocation to recommended organizations. In FY 2023-24, DBDT was



awarded \$248,345 through a COP contract which will end September 30, 2024. OAC is currently in the funding recommendation process for FY 2024-25. The COP funding allocation is currently scheduled to be briefed to QULOC on October 21, 2024, and approved by City Council on October 23, 2024.

The City also holds a long-term facility management agreement with DBDT to occupy and manage the DBDT headquarters which was originally built as the Moorland YMCA in 1930 and purchased for renovation in 2002. The City acquired and entered into a long-term agreement with DBDT on December 14, 2005 by Council Resolution 05-3604. As it relates to this agreement, the major funding obligations of the City are related to routine maintenance and security, and capital maintenance.

Since the execution of the original long-term agreement, there have been two amendments. The first amendment addresses an extension of the lease term, subleasing permissions, and contribution of city rehabilitation costs. The second amendment increased the City's original operations and utilities cost obligation from \$93,000 to \$170,000. In FY 2023-24, DBDT is allocated a total of \$170,000 in operations and utility reimbursement.

7. OAC Cultural Organizations Program Service Contract (Exhibit 4).

Section 5. INDEPENDENT CONTRACTOR

Cultural Organization's status shall be that of an independent contractor and not an agent, servant, employee, or representative of City in the performance of the Services. Cultural Organization shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of, or act of Cultural Organization or City under, this Contract shall be construed as making Cultural Organization the agent, servant, or employee of City, or making Cultural Organization or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

Section 7. COMPLIANCE WITH LAWS AND REGULATIONS

A. This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Dallas, as amended, and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Cultural Organization shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended.



8. Long-Term Facility Management Contract with DBDT (Exhibit 5).

5.1 Annual Base Rent. After taking occupancy as herein contemplated, DBDT shall pay an annual base rent often and No/100 Dollars (\$10.00) per year during the Term.

7.2 Revenues. DBDT shall have and control all revenue generating opportunities at the Premises, subject to the use restrictions contained herein. DBDT shall undertake to fully exploit said opportunities in a manner consistent with the nature and purpose of the Premises, DBDT's mission, and DBDT's non-profit status.

7.3 Parking. DBDT shall operate and control the parking located on and/or benefiting the Site. DBDT shall use the parking to accommodate the Premises users, visitors, personnel, and performers when at the Premises.

11.2 Routine Maintenance and Security. DBDT shall maintain and provide janitorial, trash collection, landscaping and security service for the Premises during the Occupancy, including repairs (other than Capital Maintenance as hereinafter defined and which shall be the City's obligation) to the interior, exterior and structural portions of the Improvements. DBDT further agrees to take care of the grounds at the Premises, including without limitation, the mowing of grass, care of shrubs, and general landscaping.

11.3 Capital Maintenance. The City shall perform all Capital Maintenance the City deems necessary or advisable with respect to the Premises during the Term; provided, however, that such Capital Maintenance is subject to prior City approval of the need, timing, scope and cost of the Capital Maintenance and appropriation of funds by the City Council. For purposes hereof, "Capital Maintenance" shall mean those certain repairs and improvements to the Premises, consistent with then-existing industry standards for "Class A" commercial properties in Downtown Dallas and Arts facilities comparable to the Premises, that the City, in its reasonable discretion, determines would increase the utility or operating efficiency of such a Premises and would be treated as a capital item and not as an expense under generally accepted accounting principles; provided, however, that the City's determination as to whether a repair or improvement is Capital Maintenance shall be final.



Interviews.

1. Dancer Interviews.

IGD conducted five interviews with the following DBDT dancers: CLIFFORD, JONES, MCKOY, SMITH, and RUFF. IGD learned the following from the dancers' statements:

On June 21, 2024, two dancers posted a [video](#) to an Instagram page named @dancersofdbdt, "Dancers of Dallas Black Dance Theatre." The Instagram account was created by two dancers and was not sanctioned by the DBDT. Portions of this video were filmed at Booker T. Washington High School for the Performing and Visual Arts after a DBDT rehearsal held on the high school campus. The dancers admitted some of the video clips might have been filmed at the DBDT facility and a limited portion was on company time. The dancers were unaware whether DBDT management followed the @dancersofdbdt Instagram account. At least one similar [video](#) has been made by dancers in the past under an unofficial @dancersofdbdt TikTok account.

The co-creator of the Instagram account acknowledged that DBDT logo and/or graphics were inadvertently used in the video. The headshots in the video were obtained from either the DBDT website or the official DBDT social media account.

The dancers confirmed they received a copy of the DBDT Dancer's Handbook (**Exhibit 11**) within the first three days of their contracts in June 2023.

Several dancers contacted AGMA in or around January 2024 to inquire about unionizing, and by Spring, all main company dancers were on board with that effort. On May 8, 2024, DBDT did not agree to voluntary recognition of the union (**Exhibit 1**), and on May 29, 2024, the dancers unanimously voted to unionize.

As examples of perceived retaliation for unionizing, the dancers offered five actions by DBDT leadership:

- i. Three departing dancers were told they could not attend the Big Dance fundraiser unless they bought a ticket. Previously, all DBDT company dancers received a complimentary ticket.*
- ii. There was an attempt to shorten the 2024 summer contract by two weeks, reducing the total length of the term from six weeks to four weeks. After the dancers threatened to boycott, the contracts were restored to the full six-week term.*
- iii. Veteran dancer Sean Smith was terminated for hiring a teacher for yoga classes without authorization.*



iv. DBDT decided that company dancers could no longer teach at the Academy, which was a departure from DBDT's previous practices; however, secondary dancers (who were not part of the union vote) were allowed to continue to teach and perform other duties.

v. After four company dancers opted not to return to DBDT for future seasons, thus reducing the company size from 14 to 10, DBDT did not fill those four vacancies, which affected the dancers' working conditions in that it would alter choreography and duties.

2. AGMA interviews.

A. In-person interview with Griff Braun, AGMA.

Griff Braun (BRAUN) is the Organizing Director for AGMA. The dancers voted to unionize on May 29, 2024. DBDT was required to enter bargaining negotiations with AGMA for all employment-related changes unless they objected within 14 days of the vote, which did not happen. BRAUN further stated DBDT denied the terminated dancers their right to obtain COBRA Insurance.

B. Interview via email with Allison Beck, AGMA.

Allison Beck is the Interim National Executive Director of AGMA. Ms. Beck provided the letters of intent and the letters of termination as well as industry information. Ms. Beck shared that it is common practice in the dance industry for companies to issue binding letters of intent in advance of contracts to secure dancers needed for the upcoming season. The contracts for the DBDT dancers were due to be issued on August 19, 2024. All letters of intent contained the same information. Ms. Beck said dancers received their signed letters of intent for the 2024-2025 season after the June 21, 2024, Instagram post, which was later cited as the reason for their terminations. Regarding the termination of main company dancer Sean Smith, Ms. Beck stated that Smith followed the "standard company procedure when engaging Bianca to teach the two yoga classes, which were classes she had taught in the past."

Dancer social media posts.

1. Video posted on December 30, 2022.

The @dancersofdbdt posted a video on TikTok titled: "Secret dance sauce with DBDT before 2022 ends!!".

- Link to Post: [TikTok @dancersofdbdt](#)
- This video showed DBDT dancers performing dance moves.



2. Video posted on June 21, 2024.

The @dancersofdbdt posted a video on Instagram titled: “Meet the Dancers.”

MEET THE DANCERS of Dallas Black Dance Theatre! Welcome to our page ✨ Hit that follow button to stay updated with our adventures and shenanigans 🤪 Posts are from the AGMA members only and not official statements of Dallas Black Dance Theatre.

- Link to Post: <https://www.instagram.com/p/C8fXKUBRUd2/>
- This is the video cited by DBDT as the basis for the terminations of nine main company dancers on August 9, 2024. The video depicted the dancers’ DBDT headshots and the DBDT logo, used without DBDT permission, and introduced the 2024-2025 main company dancers through short skits. Portions of the video were filmed at Booker T. Washington High School for the Performing and Visual Arts after a DBDT rehearsal held on the high school campus.

3. Video posted on July 4, 2024.

The @dancersofdbdt posted another video on Instagram titled “#behindthescenes with us on a photoshoot 📷 Photos by @kent.barker, assisted by @streetboxd ❤️.”

- Link to Post: <https://www.instagram.com/p/C9AdXIKOPhS/>
- This video showed DBDT dancers involved in a photoshoot.

4. Video posted on July 24, 2024.

The @dancersofdbdt and @musicalartistsunion (AGMA’s Instagram account) each posted a series of slides on Instagram titled “Can you hear us now, leadership?”:

Can you hear us now, leadership? On May 29 of this year, the dancers of Dallas Black Dance theatre (DBDT), voted unanimously to form a union with the AGMA, joining thousands of other professional dancers across the county. Since then, DBDT’s leadership has taken actions that appear designed to punish the dancers for wanting a real voice in their working lives. TLDR: The dancers unionized, and leadership is NOT happy. At all. Very mad about it. Read the dancers’ public statement and follow the dancers @dancersofdbdt.

- Link to Post: https://www.instagram.com/p/C90EKdcxh-7/?img_index=1
- This video showed static slides about unionization.



5. Video posted on July 31, 2024.

The @dancersofdbdt and @musicalartistsunion (AGMA's Instagram account) each posted a video on Instagram:

We, the dedicated dancers of Dallas Black Dance Theatre (DBDT), voted unanimously on May 29 to form a union with the American Guild of Musical Artists (AGMA). Since that day, DBDT's leadership has made several unusual and aggressive decisions. It would seem for no other purpose than to punish us for our decision to have a real voice in our working lives. Despite our attempts to communicate with leadership, we have been met with silence. Therefore, we now exercise our collective right to discuss our situation publicly, hoping that DBDT leadership will hear us and work with us on a path forward. We ask for your support in raising awareness and advocating for fair treatment and collaboration.

- Link to Post: <https://www.instagram.com/p/C-GQH-8P1Mn/>
- This video showed DBDT dancers making public statements about the vote to join AGMA.

6. Video posted on August 24, 2024.

The @dancersofdbdt and @terrellrogersjr (a dancer's Instagram account) each posted a video on Instagram:

The intention for posting this video is to share the extreme contradiction arising within DBDT management's public reasoning for terminating an entire company of dedicated artists over a video that they describe as "vulgar" and "inappropriate". These are just a few examples of those very "vulgaritys" being seen on DBDT stages for years. And even praised by the organization. There are many more examples. They were looking for a reason to get rid of us because of our decision to unionize and they're fear of losing control. It's literally the only thing they could dig up and use to even remotely "justify" such a negatively impactful decision.

- Link to Post: https://www.instagram.com/reel/C_DtZtDp1jq
- This video showed past dance performances by the DBDT dancers.



Addendum I

IGD met with DBDT attorneys on August 28, 2024, at 10:00AM. During this meeting, IGD explained our deadline for publishing our report was September 12, 2024, and this deadline was selected to give council time to review the report before a budget vote on September 18, 2024. On August 28, 2024, IGD requested documents and interviews of four DBDT witnesses by subpoena (**Exhibit 14**). In a letter to IGD on August 30, 2024, DBDT declined to produce the four witnesses for interviews, but agreed to produce some of the requested documents (**Exhibit 15**). Twelve days later, on September 11, 2024, DBDT made its first production of some of the requested documents.

Meanwhile, IGD's review concluded on September 9, 2024. On September 10, 2024, DBDT sent a second letter to IGD, now reversing course from the initial decision not to participate in IGD interviews (**Exhibit 16**). DBDT offered to produce one of the four requested witnesses (who would be made available for an interview on dates ranging from September 13 to September 19) and supply documents via a secure file transfer. DBDT transferred the following documents on September 11, 2024:

1. The former main company dancers' letters of intent for the 2024-2025 season;
2. The former main company dancers' employment contracts for the 2023-2024 season (both the regular season and the summer);
3. DBDT's employment policies applicable to the former main company dancers;
4. The August 9, 2024, notices sent to the former main company dancers notifying them of the revocation of their letters of intent for the 2024-2025 season;
5. Sean Smith's termination letter;
6. The revised discipline issued to Brianne Sellars, Dominiq Luckie, Micah Isaiah, and Hana Delong for their tardiness to the Big Dance;
7. The letters issued to the former main company dancers notifying them that their prior discipline related to the Big Dance had been revoked or replaced; and
8. Bianca Melidor's master class instructor contract.



Addendum II

On September 19, 2024, IGD investigators interviewed DBDT Board President Georgia Scaife (SCAIFE). Attorney Amanda Brown appeared with SCAIFE as counsel for DBDT. SCAIFE has held the role of Board President since 2007, having first joined the board in 2004. This addendum summarizes IGD's interview with SCAIFE.

SCAIFE explained DBDT's position when they received AGMA's letter on April 30, 2024 (**Exhibit 1**). SCAIFE stated DBDT did not immediately voluntarily recognize the union because the union's letter was silent as to how many dancers sought union representation and the reasons for doing so. Because no issues had been raised prior to April 30, 2024, DBDT viewed AGMA's letter as the beginning of a campaign period in which DBDT could investigate and seek to address any concerns the dancers reported. During this campaign period, DBDT made three attempts to discuss workplace concerns with the dancers:

1. Managing Director Zenetta Drew met with the employees to discuss the company's perspective on unionization and the rights of the employees to seek union representation.
2. Chairman of the Board Gilbert Gerst, SCAIFE, and Artistic Director Melissa Young hosted an optional meeting with the dancers to encourage discussion of workplace concerns and the dancers' reasons for unionization.
3. Founder Ann Williams wrote a letter to dancers discouraging unionization (**Exhibit 2**).

According to SCAIFE, these discussions between DBDT and the dancers did not reveal any workplace concerns or stated reasons for unionization from the dancers. Dancers allege that on May 17, 2024 (during this campaign period) DBDT attempted to shorten the 2024 summer contract in retaliation for union activities. A typical summer session at DBDT runs for six weeks from June 1 through July 15. SCAIFE stated that because there were no scheduled performances for the final two weeks of the summer session, DBDT initially told dancers the summer contract would end on June 30 instead of July 15. After reconsideration, DBDT reversed course and reinstated the full six-week summer contract in a gesture of good faith, even though the summer session performance schedule remained empty for its final two weeks.

Three days before the start of the summer contract, on May 29, 2024, all ten main company dancers voted to unionize. SCAIFE stated DBDT "accepted, recognized, and respected" this result and communicated to AGMA their readiness to begin negotiating a contract. IGD investigators learned through previous interviews with dancers that the Big Dance



fundraising gala was held on June 1, 2024. All ten main company dancers performed at the event and received free admission. After their performances, the dancers wore matching AGMA shirts and left the Big Dance without notifying their manager, which DBDT has characterized as a “walk-out.”

A second perceived retaliatory act alleged by dancers was DBDT’s failure to provide complimentary Big Dance tickets to three departing dancers who had chosen not to return to DBDT for the 2024-2025 season. SCAIFE stated that historically, dancers who performed at this annual fundraising gala attended the event with free admission. In addition, dancers who were employed for the extended summer session have attended the event with free admission in the past. This year, there were no complimentary tickets to award—to dancers or anyone else. A DBDT donor agreed to donate complimentary tickets to certain attendees who were being recognized as scholars at the event and to Academy volunteers, but there were no other complimentary tickets available.

A third perceived retaliatory act alleged by dancers was DBDT’s failure to hire main company dancers to teach at the Academy in the summer of 2024. SCAIFE agreed DBDT had intermittently supplemented Academy teaching staff with main company dancers on an ad hoc basis in the past. SCAIFE stated no main company dancers were hired to teach at the Academy this summer because there was no need to supplement the Academy teaching staff.

On June 28, 2024, DBDT issued letters of intent to the ten main company dancers (**Exhibit 8**)—unaware of the video posted to the @dancersofDBDT Instagram account just seven days beforehand. The letters of intent were an expression of mutual commitment between DBDT and the dancers so that all parties could plan for the upcoming 2024-2025 season.

On July 15, 2024, SMITH was terminated (**Exhibit 9**). SCAIFE explained the reason for Sean Smith’s termination, in light of the dancer’s allegation that DBDT terminated SMITH improperly (a fourth perceived retaliatory act alleged by the dancers). As an audited organization, DBDT follows a specific procedure to hire individuals such as yoga instructors to give classes to the dancers. SMITH’s actions in hiring and paying a yoga instructor fell outside of DBDT’s approved procedures.

Sometime in the last week of July 2024, SCAIFE became aware of the June 21, 2024 Instagram video—nearly one month after the letters of intent had issued. A DBDT donor notified SCAIFE of the video’s existence. SCAIFE identified other regional dance companies and parents at the Academy and as two sources of negative feedback DBDT received in light of the June 21, 2024 Instagram video. SCAIFE stated the video “did not positively display our brand or what we are all about.”



On August 9, 2024, DBDT terminated the nine remaining main company dancers (**Exhibit 10**). SCAIFE pointed out the hanging from the bar, the pouncing on the CPR equipment, and the dancing style were not “characteristic of who we present ourselves to be at DBDT.” The termination letters (**Exhibit 10**) laid out additional reasons for the terminations-- unauthorized use of cell phones, DBDT’s logo, and the dancer’s DBDT headshots. When asked whether there was any discussion of suspensions instead of terminations, DBDT’s attorney instructed SCAIFE not to respond because the answer was privileged. When asked whether dancers are made aware of DBDT’s policies regarding proper use of branding and logos, SCAIFE stated they are made aware of these policies at the beginning of each season. In addition, after the IGD interview with SCAIFE on September 19, 2024, DBDT produced an email to all main company dancers in February 2024 warning dancers that improper use of DBDT’s logo or branding would be grounds for immediate termination (**Exhibit 17**).

SCAIFE was not aware of a 2022 TikTok video titled “Secret Dance Sauce” until IGD investigators played it during the interview: “I have never seen it, but I do find some of it inappropriate.” SCAIFE was aware the terminations sparked a series of social media posts and videos by the dancers. SCAIFE was unaware of whether comments were turned off on DBDT’s Instagram account in the wake of the terminations, as DBDT’s marketing director is responsible for all DBDT Instagram activity.

After the terminations, DBDT held auditions on August 17, 2024, hiring eleven main company dancers, all of whom are now automatically members of AGMA. DBDT recently tendered requested documents to AGMA in preparation for bargaining. Late October is the suggested timeframe for a first bargaining session. When asked whether the dancers were terminated for unionizing, SCAIFE answered, “absolutely no.”

After the IGD interview with SCAIFE, DBDT counsel explained some of the dynamics involved in the unfolding situation. On May 29, 2024, AGMA was certified as the exclusive bargaining unit for the terminated dancers, and AGMA now represents all main company dancers. This obligation is not superseded by the Do Not Work Order or the terminations. Years may pass before a first contract is reached. During those years, AGMA represents all main company dancers. DBDT will now negotiate with AGMA to reach a contract with its eleven new dancers. AGMA has stated in a letter to DBDT that reinstating the terminated dancers is a “threshold and principal objective in bargaining” (**Exhibit 18**).



Exhibits

Exhibit 1: DBDT Response to AGMA, dated May 8, 2024

Exhibit 2: Letter from WILLIAMS regarding unionization of the DBDT

Exhibit 3: Zenetta Drew Letter to the Editor, dated August 22, 2024

Exhibit 4: DBDT Cultural Organizations Program Services Contract

Exhibit 5: DBDT Long-term Facility Management Contract

Exhibit 6: City Council Briefing, dated August 21, 2024

Exhibit 7: DBDT 2023 Dancer Contracts

Exhibit 8: Letter of Intent, dated June 28, 2024

Exhibit 9: Termination Letter for SMITH, dated July 15, 2024

Exhibit 10: Termination Letters for nine dancers, dated August 9, 2024

Exhibit 11: DBDT Dancer Handbook

Exhibit 12: DBDT Human Resources Policy Manual

Exhibit 13: DBDT Memorandum Partner Update, dated August 16, 2024

Exhibit 14: IGD Subpoena, dated August 26, 2024

Exhibit 15: Letter from DBDT to IGD, dated August 30, 2024

Exhibit 16: Letter from DBDT to IGD, dated September 10, 2024

Exhibit 17: Email re DBDT Guidelines, dated February 29, 2024

Exhibit 18: AGMA Bargaining Demand, dated September 20, 2024

EXHIBIT 1

**DALLAS BLACK
DANCE THEATRE**
RELENTLESS EXCELLENCE

May 8, 2024

Griff Braun
National Organizing Director
American Guild of Musical Artists
Sent via Email to: gbraun@musicalartists.org

Dear Mr. Braun,

The Dallas Black Dance Theatre (“DBDT”) has reviewed the American Guild of Musical Artists, AFL-CIO’s (“AGMA”) April 30, 2024 letter. DBDT disagrees with AGMA’s claim that “the overwhelming majority of the dancers have authorized AGMA to represent them for purposes of collective bargaining.” Therefore, as stated in AGMA’s April 30, 2024 letter, AGMA can “utilize [AGMA’s] rights under the National Labor Relations Act by petitioning for an election at the National Labor Relations Board” in order to represent the DBDT dancers for purposes of collective bargaining.

Sincerely,



Georgia Scaife
DBDT Board President

Ann M. Williams
Founder

Melissa M. Young
Artistic Director

Zenetta S. Drew
Executive Director

(214) 871-2376
DBDT.com

2700 Ann Williams Way • Dallas, TX 75201 • P.O. Box 131290 • Dallas, TX 75313-1290

EXHIBIT 2

Dear DBDT Colleague:

When I founded the Dallas Black Dance Theater (DBDT) over 46 years ago, I wanted to create dance opportunities for underserved children and youth in the Dallas area. Over the years, our theater has grown as others have come to our community to benefit from the opportunities DBDT has created; this fact has been a source of great satisfaction and pride for me and other DBDT board members.



Unfortunately, today I am concerned that all we have worked to build at the DBDT may be at risk. As you know, on Wednesday, May 29th you will have the opportunity to vote on the question of whether you want a union to represent you in collective bargaining with the DBDT.

The leaders and board members of the DBDT are not anti-union. However, we do not believe that putting a union between leaders and dancers is in the best interest of anyone at the DBDT, *least of all our patrons.*

Below are a few of the important facts we think you should consider before you vote:

- **Collective bargaining is often an adversarial process, like a *tug-of-war*.** It is important to know that a union cannot *give* you anything; for change to occur to your terms and conditions of employment, DBDT leaders would have to agree to them. And, while DBDT would always negotiate in good faith, it is impossible to predict the outcome of bargaining. *In the end, you can end up with more, the same thing you have now, or even less favorable terms and conditions of employment than you have now.*
- **The process of collective bargaining is often difficult and slow moving.** In fact, research by Bloomberg Law found the average time it takes for a union and employer to negotiate a first contract is 465 days (or about 18 months). And, again, there are no guarantees that the process will deliver any improvements.
- **When bargaining breaks down, unions can call employees out on strike to enforce their demands.** While striking, employees do not receive a paycheck from their employer and can even lose their benefits (depending on the strike's duration). Worst of all, we feel a strike at DBDT could have a very negative effect on our patrons and other stakeholders.

Ultimately, we want to be team members, not opponents. Myself, our board members and our leadership team, respectfully encourage you to **Vote No** in the election and give us all one year to continue working together. After a year, if you feel we have let you down, the union would remain an option for you.

Together, I believe that we can solve any problem and/or overcome any challenge. Your board and your leadership team are committed to continue working with you to make your work experience the best it can be – but we need a chance to continue working directly with you. **Vote No.**

Sincerely,

A handwritten signature in cursive script that reads "Ann Williams". The signature is written in dark ink on a light-colored background.

Ann Williams
Founder,
Dallas Black Dance Theatre

EXHIBIT 3

MORE FROM HOMEPAGE



These 15 Dallas roads see more deadly crashes than any other

Trump, Harris won't campaign in Texas, but state issues still influence their race



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OPINION

Dallas Black Dance Theatre director: We had to uphold our standards

Executive director says video harmed Dallas' oldest dance company.

By Zenetta S. Drew

12:37 PM on Aug 22, 2024