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Dr. Yuha Jung, Director of Graduate Studies

A HYPHENATED CAREER:
SUSTAINABLE PATHWAYS FOR DANCERS

DISSERTATION

A dissertation submitted in partial fulfillment of the
requirements for the degree of Doctor of Philosophy in Arts Administration
in the College of Fine Arts
at the University of Kentucky

By
Rebecca Anne Ferrell
Lexington, Kentucky
Director: Dr. Rachel Shane, Professor of Arts Administration
Lexington, Kentucky
2024

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ABSTRACT OF DISSERTATION

A HYPHENATED CAREER: SUSTAINABLE PATHWAYS FOR DANCERS

Despite the rich cultural and artistic contributions of dancers, there exists a pressing need to comprehensively address the challenges and complexities surrounding the sustainability of careers in dance due to underemployment, underpayment, data undercounting and physical strain. This dissertation research aims to understand occupational trajectories that build a sustainable career for dancers. Through a historical examination of the professionalization of dance and an investigation of current career opportunities, this study investigates the growing support systems for dancers, the influence of occupational identity, and the workplace environments needed to sustain a dance career.

Occupational identity theory, motivation-hygiene theory, and transaction cost theory are utilized to examine a dancer's reasoning for selecting a career in dance and the skills and support systems needed to sustain this profession. A convergent mixed methods design was utilized combining qualitative research through a national dance sector survey, and qualitative research through document analysis of equitable contracting documents created by the Association of Performing Arts Professionals (APAP), Creating New Futures, and Dance/USA. By accessing data from multiple sources, this mixed methods approach illuminates the evolution of the dance industry, how dancers identify themselves, the reasoning behind their career choices, and the effects on the sustainability of a dancer's career.

Achieving sustainability in a dance career requires a multi-hyphenate approach that extends beyond traditional performance roles. The survey results emphasize the prevalence of dancers engaging in hyphenated careers, with a majority holding multiple occupations inside and outside of the dance sector. While dance performer (dancer) remains the primary identity for many dancers, pursuing secondary incomes, particularly in dance education, is suggested to be crucial for financial stability. The evolving terrain of contracting practices, influenced by national working groups for equitable contracts, demonstrate increased transparency and fair compensation for all labor performed throughout the creative process. Beyond financial considerations, this research found that holistic sustainability necessitates supportive work environments, ongoing education, and resources prioritizing a dancer's well-being.

KEYWORDS: Dance careers, Hyphenated careers, Sustainability in Dance,
Occupational identity.

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04/17/2024

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A HYPHENATED CAREER:
SUSTAINABLE PATHWAYS FOR DANCERS

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Date

DEDICATION

In memory of my parents. Thank you for never saying “because” when I asked “why?”.
I owe my curiosity, and so much more, to you.

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CHAPTER 1. INTRODUCTION

Dancers often face the challenge of sustaining a viable career solely on wages earned from performances (Steiner and Schneider 2013). Due to the unpredictability of the dance industry, which is the youngest, smallest, and most underpaid of the performing arts (Gaylin 2016) and the disadvantage that artists have low hourly wages and less than full-time work (Throsby 1994), dancers experience periods of unemployment or gaps between contracts within a sector that is dominated by short-term engagements and freelance work (Duffy 2020). The nature of the dance industry makes it difficult to access health insurance, retirement plans, or paid leave, which is taxing on a physically demanding occupation that can lead to injuries or the need for rehabilitation (Macintyre and Joy 2000). Specifically, there is a need for research to investigate whether engaging in supplemental occupations, such as teaching dance classes, or freelance choreography work, can effectively reduce the financial strain experienced by professional dancers pursuing careers in performance.

Driven by the gig economy, including the dance industry, hyphenated careers involve combining skills and pursuits from different domains, allowing individuals to create a unique and multifaceted career path that reflects their varied interests and expertise (Bain 2005). Known as “mavericks in the labor market” (Robinson and Montgomery 2000, 525), artists’ careers combine low-paying artistic wages paired with higher paying non-art occupations (2000). The term hyphenated careers will be utilized throughout this dissertation as opposed to portfolio careers, as the hyphen serves as a visual representation of these roles, highlighting the individual’s ability to navigate and excel in diverse areas simultaneously. While both hyphenated and portfolio dance careers involve diversifying one’s work activities, hyphenated careers suggest a primary profession with additional,

often related occupations (Woltmann 2023), whereas portfolio careers are perceived as including varied, lower-level tasks that are temporary (Templer and Cawsey 1999, Haapakorpi 2022).

Occupational identity, the way one perceives and defines themselves in relation to their work or profession (Skorikov and Vondracek 2011), also provides further specification of their role within the labor ecosystem. As dancers typically identify with more than one occupation, either within or outside of the dance sector (Duffy 2020), census questions regarding their “full-time” occupation can be confusing and lead to undercounting the accurate number of dancers in the workforce (Alper and Wassall, 2006). Misrepresentation of dance demographics may lead to decreased funding and resources for dancers which affect the viability of their careers.

This dissertation research aims to understand occupational trajectories that build a sustainable career for dancers. Through a historical examination of the professionalization of dance and an investigation of current career opportunities, this study investigates the growing support systems for dancers, the influence of occupational identity, and the workplace environments needed to sustain a dance career. While qualitative data regarding specific wages and demographics is limited, this research supports the claim that a professional performance career in dance is only sustainable with a secondary income and hyphenated career.

1.1 Problem Statement

Despite the rich cultural and artistic contributions of dancers, there exists a pressing need to comprehensively address the challenges and complexities surrounding the

sustainability of careers in dance due to underemployment, underpayment, data undercounting and physical strain. The historical exploration of dance professionalism and an examination of available dance opportunities have laid the foundation for understanding the landscape of the dance industry. However, a critical gap persists in the knowledge base concerning the pathways that lead to viable dance careers. This research seeks to bridge the gap by delving into the growing support systems for dancers, examining the impact of occupational identity, and identifying the workplace environments necessary for the longevity of a dance career. Notably, the limited quantitative data on specific wages and demographics underscores the urgency of investigating the claim that a professional performance career in dance necessitates supplementary income for sustainability. Addressing data undercounting is imperative for informing policies and practices that can enhance the overall well-being and longevity of careers in dance.

1.2 Purpose of Study

This study aims to understand the occupational paths dancers take to build a viable career and how their labor identity impacts their professional sustainability. This research will examine (1) the historical background of the professionalization of dance, (2) current career opportunities for dancers, (3) the employment practices of a dance career, (4) indicators of success, and (5) national resources available for dancers. Occupational identity theory, motivation-hygiene theory, and transaction cost theory are utilized to examine a dancer's reasoning for selecting a career in dance and the skills and support systems needed to sustain this profession. The methodology is a mixed methods design, including document analysis and a survey. By accessing data from multiple sources, this mixed methods approach illuminates the evolution of the dance industry, how dancers

identify themselves, the reasoning behind their career choices, and the effects on the sustainability of a dancer's career.

1.3 Research Question

With these issues in mind, this dissertation focuses on one primary and two secondary questions.

Primary research question:

What pathways do dancers take to create and sustain careers within the dance sector?

Secondary research questions:

1. What barriers within the dance ecosystem hinder sustained success?
2. How do their hyphenated occupational identities influence the longevity of the profession?

These questions investigate career opportunities for dancers to build a viable life in the arts and culture sector while examining the ecosystem in which they are working. The occupational characteristics of a dancer, workplace conditions, and economic factors are also explored.

1.4 Positionality Statement

In my capacity as a dancer, choreographer, and dance administrator, I am aware of the profound impact that my unique background and personal experiences can have on this research. Having earned both a Bachelor of Fine Arts (BFA) in Dance and Choreography, as well as a Master of Fine Arts (MFA) in Dance, my career spanning over two decades as a professional dancer and choreographer in the United States has granted me a wealth of

experiences and access to resources that may not be universally available. My journey in dance has been shaped by an immersive engagement with the nuances in the dance field, affording me insights and perspectives that may differ from those without similar professional experiences. Furthermore, my past leadership roles within national dance organizations and established relationships with government arts agencies have provided me with a contextual understanding of the strengths and limitations within the dance sector. I recognize the imperative of remaining cognizant of how my personal and professional background may inadvertently shape the research process and outcomes and I will remain self-aware of inherent potential biases.

My extensive dance background, including occupations both on and off stage, offers me a unique position to investigate the sustainability of careers within the dance industry. Additionally, my experience working with national dance leaders within the United States to create innovative approaches to increased protections for dance workers pre, during, and post-pandemic provides a historical perspective necessary to holistically conduct this research.

1.5 Scope Statement

Due to the insufficient data pertaining to wages and the overall limited historical background of the dance profession, Western forms of dance within the United States (ballet, modern, and contemporary dance) will be the focus of this research. While social dances, world dance forms, dances originating from the African diaspora, and physically integrated dance companies composed of disabled and non-disabled performers are vital components of the dance field's tapestry in the United States, the statistics needed to

examine the professional pathways of these subgenres of dance accurately are limited. The omission of these forms within this research should not be interpreted as unvalued; they are under-researched.

1.6 Significance of Research

The career of a professional dancer has evolved dramatically over the centuries, with different styles and varying career trajectories becoming popular throughout the eras. The term *professional* is used to mean a person who receives monetary compensation for their work. The dissimilarity of wages and approaches to sustaining a life in dance also transformed based on the eras' environmental impact (economic, political, and societal). While dancer pay, support systems, and the viability of a dance career have increased, the historical infrastructure of the dance sector illuminates foundational barriers to individual sustainability and the evolution of a dancer's occupational identity.

This dissertation contributes to the dance field in two ways; it formally acknowledges the need for secondary employment in addition to a sole dance performance role (dancer) in order to make a liveable wage and this research provides vital quantitative data that measures the ways in which professional dancers maintain sustainability during their performance careers.

1.7 Chapter Summaries

The following summaries serve as an overview of each of my dissertation chapters.

Chapter 2. Historical Context of Western Concert Dance

In this chapter, the professionalization of dance is examined to understand the way dancers found themselves with naturally hyphenated occupational identities. At its inception, the professionalization of dance was steeped in labor exploitation and sexual controversy which led to an expectation that dancers should play multiple occupational roles beyond just dancing on stage. This expanding industry standard paved a path for ballet and, later, modern dance. Though the types of hyphenations would change throughout the 19th century to today to include cultural ambassadors, educators, and business owners, dance as a field goes on to establish itself as one that continues to rely on segmented identities.

Chapter 3. Relevant Literature and Sector Gaps

Expanding on the historical context of the dance sector found in Chapter 2, Chapter 3 focuses on existing literature regarding dance professions and includes the mapping of career trajectories that are available to dancers beyond performing, including teaching, administrative roles, and positions outside of the dance ecosystem. It also outlines the ways that dancers define and achieve success, as well as prominent barriers that can stall their professional progress. This includes the role of alternative occupations, immaterial labor required for dance work, and wage transparency. A collection of national resources for dancers will also be provided at the end of this chapter.

Chapter 4. Theoretical Framework

In Chapter 4, the theoretical framework, which includes occupation identity theory, motivation-hygiene theory, and transaction cost theory, is discussed. The first two theories focus on the individual identities of dancers and how their work and extending conditions contribute to their sense of self, while the latter contextualizes how those identities function

in a transaction-based economy. This triangulation creates a more holistic perspective, demonstrating how the dance sector operates at both micro and macro levels and delves further into the reasoning of choosing a specific occupational role discussed in Chapter 3.

Chapter 5. Methodology

Chapter 5 outlines the methodological choices that were made throughout the research process. This includes the rationale for adopting a mixed method research design, combining qualitative research through a national dance sector survey, and qualitative research through document analysis of equitable contracting documents created by the Association of Performing Arts Professionals (APAP), Creating New Futures, and Dance/USA. This chapter discusses how these methods were selected and utilized to examine how dancers identify themselves, their primary and secondary sources of income, and any changes to their wages, contracts, and working conditions during the ongoing COVID-19 pandemic.

Chapters 6. Findings: National Dance Survey

The following two chapters summarize the findings from the mixed method research design discussed in Chapter 5. Chapter 6 focuses on the results of a national survey that captured data on how dancers identify themselves, their primary and secondary sources of income, and their basic needs (livability). The survey, opened to professional dancers within the United States, serves as a snapshot of the current dance landscape.

Chapter 7. Findings: Document Analysis of Equitable Contracting Guidelines

Findings from the document analysis focused on documents and guidelines for the dance sector created during the COVID-19 pandemic are found in Chapter 7. The Association of Performing Arts Professionals (APAP), the Creating New Futures

collective, and Dance/USA dedicated resources to foster a sustainable dance community, placing a particular emphasis on fair contracting practices. This chapter includes an overview of each document, areas of connections, differentiation, and the ways in which these documents have influenced the contracting practices within the dance sector.

Chapter 8. Discussion and Conclusion

The final chapter, Chapter 8, provides a critical discussion of the findings offered in Chapters 6 and 7, in conjunction with the initial analysis found in Chapters 2, 3, and 4. Employee misclassification, data undercounting, and artist autonomy are discussed in this chapter, as these elements illuminated additional areas of importance regarding the sustainability of individual dancers, as well as the dance sector as a whole. Limitations, recommendations, and plans for future research are also included.

1.8 Summary

Within this introduction chapter, challenges faced by dancers to sustain viable careers solely through performance-based income were presented through a problem statement. Research questions, the significance of this research, and a positionality statement were also described. The chapter summaries provided an overview of the comprehensive exploration conducted in this dissertation, emphasizing the importance of addressing sustainability issues within the dance sector.

CHAPTER 2. HISTORICAL CONTEXT OF WESTERN CONCERT DANCE

This chapter provides a comprehensive historical overview of the professionalization of Western concert dance, spanning from early classical ballet in France to the diverse career trajectories in the 21st century. It delves into the challenges faced by dancers throughout history, including low wages, poor working conditions, and the devaluation of dance performers. The role of unions, particularly the American Guild of Musical Artists (AGMA), in advocating rights for dancers is explored, highlighting the emergence of the dancer-advocate identity. Additionally, the impact of the COVID-19 pandemic on the dance sector is discussed, underscoring the vulnerabilities faced by freelance dancers compared to well-funded organizations. The growing interest in dance, with a shift to online platforms creating new opportunities and expanding access is noted. This chapter also emphasizes the need for an equitable infrastructure to support all dancers and the ongoing efforts of dance activist groups to address issues of equity and sustainability are acknowledged as crucial for positive change.

2.1 The Beginning of Dance Professionalism and Hyphenated Dance Careers

While this research centers American dance, it is imperative to acknowledge the substantial impact of European aesthetics within this context. European cultural norms and ideals, including notions of propriety, social status, and artistic expression, profoundly shaped the evolution of American dance. Moreover, the institutional framework provided a dissemination and perpetuation of European dance traditions among American dancers and choreographers. This historical context is vital to understanding the foundation and growth of the dance industry within the United States.

The professionalization of Western dance forms can be traced back to France in the 1600s. King Louis XIV, also known as the Sun King, increased the popularity of dance by creating the Académie Royal de Danse in 1661 (Au and Rutter 2012). While the school was not a performance ensemble, Louis' efforts were set to improve dance training for his court ballets and introduced the notion of "dancing masters" (Au and Rutter 2012, 24) and the beginning of dance education. As interest in dance increased, Jean-Baptiste Lully, a dancer and composer, created the Académie Royale de Musique de Danse in 1672, with permission from Louis, leading the transformation of court ballets to professional performances. Pierre Beauchamp, a well-known dancer in Louis' court ballets, was named ballet master of the academy, which, after numerous leadership changes, later became the Paris Opéra Ballet.

As the oldest national ballet company, the Paris Opéra Ballet brought forth the professionalization of dance; however, the occupational identity of a dancer was wrought with controversy. Dancers endured significant physical and emotional trauma during their training (Coons 2016) only to receive subpar wages and poor working conditions, which forced dancers to supplement their income. Some dancers worked in garment factories while others were financially supported by older, wealthy donors of the ballet known as *abonnés* (Coons 2016). While the men were often labeled as "protectors" of ballerinas, these sponsorship, financial, and often sexual relationships caused dancers to be negatively characterized in the press. Dancers were denoted as sex workers by critics, which greatly influenced the general public's opinions and emphasized the "sponsorship" from *abonnés* as the only pathway to financial stability in the field, regardless of artistic talent.

By the end of the nineteenth century, the exploitation of European dancers was entrenched in the earliest stages of a dancer's career. Young dancers were thought to have reached sexual maturity at age thirteen and “were often paid to have sex with men waiting in the opera’s wings” (Frank 2018). These dancers were known as the *petit rats* (Coons 2016) of the Paris Opéra Ballet, a nickname given because the “animals were known to transmit syphilis” (Frank 2018). However, others describe the labeling as more akin to the “scurrying around the opera stage in tiny, fast-moving steps” (National Gallery of Art, n.d.).

Little Dancer, Aged Fourteen, is the most famous work depicting a *petit rat* (see Figure 2.1). Edgar Degas, known for his artwork illustrating the backstage life of 19th-century dancers, took four years to create the statue of the young dancer Marie van Goethem (Frank 2018). Although many people believe Degas admired ballet dancers, ironically, he had a “disdain for women-ballerinas in particular” (Frank 2018). He “subscribed to physiognomy, which presumes that criminal behaviors are passed on genetically and thus manifest in physical features. And so, he flattened van Goethem’s skull and stretched her chin so she appeared especially ‘primitive,’ a visual reflection of an internal state” (Frank 2018). Degas’ disgust of *petit rats* was also found in the writings of dance critics who obsessed over the physical attributes of the dancers of the Paris Opéra Ballet, as well as their personal lives with *abonnés*. The weight of a dancer, how attractive their appearance was, and who they had sexual relationships with overtook the actual dancing itself.

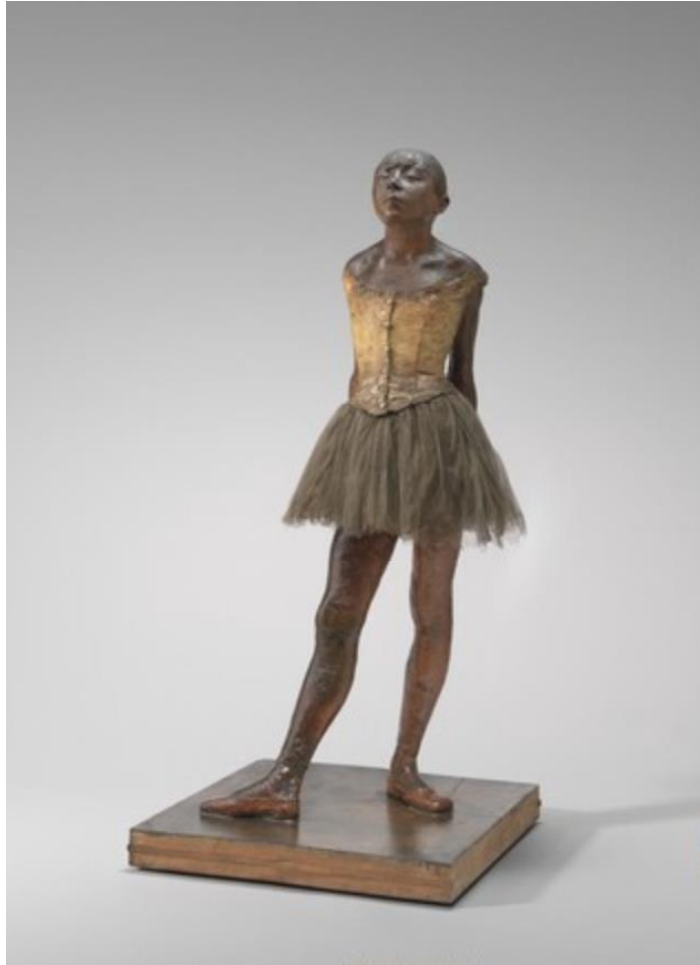


Figure 2.1 *Little Dancer Aged Fourteen* by Edgar Degas¹

The professionalization of dance during this time was foundationally marred due to sexual controversy and labor exploitation of dancers. It also established the norm and industry standard that a dance career could not provide full-time paid employment; rather, dancers are expected to supplement insufficient wages with another form of work, often termed a *hyphenated career*. Additionally, the painful stereotype of dancers being sexual objects instead of respected artists devalued dance as a sustainable, respectable career from the onset of its professional status.

¹ *Little Dancer Aged Fourteen*, 1878-1881, Edgar Degas, Medium: pigmented beeswax, clay, metal armature, rope, paintbrushes, human hair, silk and linen ribbon, cotton faille bodice, cotton and silk, tutu, linen slippers, on a wooden base.

2.2 Performing Arts Unions

In the 19th century, and continued into the early 20th century, ill-treatment of performing artists became the motivation for unionization after contracts, riddled with costs to be paid by performers and financial loopholes for managers and producers, neglected to generate fair compensation for onstage talent. Founded in 1896, the American Federation of Musicians (AMF) built their union with one goal: "to elevate, protect, and advance the interests of all musicians who receive pay for their musical services" (American Federation of Musicians, About/History). Unionization for the theater and dance sectors did not occur until the 20th century, leaving actors, dancers, and those who worked as stage crews for performances with low or no wages and poor working conditions during this time period.

Performers, who failed to receive payment for rehearsals or holidays, united to create the Actor's Equity Association (Equity) in 1913 as a response to previous contractual deficiencies (Caves 2000). Years following its inception, producers were "required to post sufficient advance funds to guarantee salaries and benefits; minimum salaries; rehearsal pay; restrictions on the employment of foreign actors and protections in dealings with theatrical agents" (Actors' Equity Association, n.d.). While these gains were significant, they were not accomplished without disruption. A 30-day actors' strike by Equity in 1919, the first strike in American theater history, forced the Producing Managers Association to recognize Equity as a bargaining entity and agree to the demands of their performers (Caves 2000).

Other artist populations were inspired by Equity's achievements and began to organize as well. The American Guild of Musical Artists (AGMA) was founded in 1936

and represents chorus members from opera companies and dancers from large, established dance companies and choreographers. AGMA, the largest union for dancers in the United States, regulates the number of hours dancers work, including timed uninterrupted rest and working conditions (AGMA, 2018). In this sense, the professional standards of dance are contractually protected by AGMA, and by illuminating the needs of artists, unions amplify the impact artists have on the labor force as a whole.

2.3 20th Century Dance in America

In the 20th century, the ballet industry that dominated Europe continued overseas in the United States. Much like the Paris Opéra Ballet, the San Francisco Opera founded its own ballet school and professional company, ultimately resulting in the creation of the San Francisco Ballet in 1933 (Gaylin 2016). Following their lead, New York City Ballet began with the founding of the School of American Ballet in 1934 under the direction of George Balanchine, a Russian dancer known for his minimalism and abstract ballets that juxtaposed the romanticism of 19th-century ballet (Au and Rutter 2012). The American Ballet Theatre (ABT), founded in 1939, continued to expand the voice of American ballet and integrated comedic, vaudevillian, and narrative phraseology into its repertoire (Au and Rutter 2012).

Modern dance also became a significant genre during this time as a response to the strict rules of ballet. Breaking free from classical forms, individuality was prioritized with performances in small, experimental theaters or unconventional spaces and often cross-pollinated with other artists in music and visual art (Au and Rutter 2012). Merce Cunningham, a former dancer for modern dance pioneer Martha Graham, built a

collaborative kinship with composer John Cage. Their creative process embraced the idea of chance and ambiguity (Au and Rutter 2012), a total detachment from the balletic structure.

However, the abstractness of modern dance also brought criticism of dancer dehumanization. Choreographer Alwin Nikolais' use of exaggerated costuming, props, and masks often concealed the dancers' bodies (Au and Rutter 2012), tremendously abstracting the performers until they were no longer recognized as a person; instead, they were solely a vessel for movement. Nikolais' approach to choreography was additive. On the other end of the spectrum, the choreographer Yvonne Rainer (1965) utilized a subtractive framework. She dismissed all extravagance in her famous "No Manifesto" (Table 2.1) and dance work *Trio A*. Both pieces signal that the role of a dancer is not one of specialization or artistic significance but simply a person with ordinary, pedestrian capacity, not of professional status.

Table 2.1 Rainer's No Manifesto

No to spectacle. No to virtuosity. No to transformations and magic and make-believe. No to the glamour and transcendency of the star image. No to the heroic. No to the anti-heroic. No to trash imagery. No to involvement of performer or spectator. No to style. No to camp. No to seduction of spectator by the wiles of the performer. No to eccentricity. No to moving or being moved.
--

The reputation of the dance profession during the postmodern dance time period (early 1960s-late 1980s) was steadily disjointed due to the extreme opposite characteristics of ballet and modern dance. Ballet became increasingly elite and formal, while post-modern dance was considered experimental and less “professional”. However, the popularity of dance overall was ascending. Dance studios and schools dedicated to the educational aspects of dance began to increase with specialized training for codified techniques, such as Graham, Horton, Cunningham, Limón, Cecchetti, and Vaganova, becoming progressively prevalent. Certification in these specific techniques led to more significant employment of dance teachers and expanded the student bases of dance studios (Smith 2014). This time period also introduced the occupational hyphenation of dancer-educator and dancer-studio owner. But even as the field expanded with new career paths, the devaluation of individual dance professionals continued. Judith B. Alter's research, which focused on dance students from 1953-1993, found “teaching as an activity for failed performers” (Alter 1997), not as a second monetary source to sustain a career in the dance sector. Similar to George Bernard Shaw’s quote “He who can, does. He who cannot, teaches.” (Bernard 1903) from his play *Man and Superman*, this occupational degradation contributes to the construction of hierarchical systems. As seen in Alter’s study, those with the occupational identity of dance performer were seen as superior to those identifying as dance educator (Alter 1997).

As the arts and culture ecosystem continued to grow, the US government created exchange programs to “facilitate a better understanding of American society by exposing people of other nationalities to the diversity of cultural activities in the United States” (Mulcahy 1999, 8). During the Cold War, cultural exchanges between the Soviet Union

and the United States utilized ballet as a tool for cultural democracy. Moscow's Bolshoi Ballet, America's ABT, and New York City Ballet engaged foreign audiences to gain a greater cultural understanding of each other through their aesthetics. In Moscow, dancer Arthur Mitchell, the first African American ballet dancer for New York City Ballet and future founder of the Dance Theatre of Harlem, was "fetishized" (Searcy 2020, 123) by Russian audiences and used as a political pawn by the Americans to diminish race issues associated with the United States (Searcy 2020). These efforts continued with other performing arts genres. The State Department funded the musical *Porgy and Bess*, performances by jazz musicians Louis Armstrong and Duke Ellington, and an all-Black opera cast of *Four Saints in Three Acts* for tours throughout Europe, Latin America, and the Middle East (Gaylin 2016).

While the hyphenated title of dancer-ambassador helped to sustain dance as a career during this time, that privilege was extended only to those major ballet and modern dance companies whom the government deemed an appropriate representation of American values, serving as an entertaining, enjoyable experience for local US audiences and those overseas. Post-modern choreographers were judged as unprofessional due to their inclusion of untrained dancers, the use of pedestrian movement that anyone could do, and the influence of political issues had on their work (Guadagnino 2019). This further segmented the dance sector into two classes; professional dancers (dancers in ballet/modern companies, formal training, valued, paid) and non-professional dancers (independent dancers, informal training, unvalued, unpaid); a divide that continued to widen within these occupational communities throughout the 20th century and is still evident today.

2.4 The Expanding Role of Arts Organizations

To assist with the influx of new performing arts organizations and efforts to continue the professionalization of a career in the arts, private foundations began to fund large artistic initiatives. Seed money from the Ford Foundation was used to create the Dance Theatre of Harlem, Boston Ballet, and Pennsylvania Ballet (Gaylin 2016). However, a majority of the funding was focused on orchestras, including the expansion of orchestra seasons, and moving musicians into full-time positions (Gaylin 2016). Theater companies received smaller financial support, similar to dance. Still, their sector as a whole acquired foundational support from Ford to start the Theatre Communications Group in 1961, the national service organization for theatrical arts (Gaylin 2016). Other performing arts service organizations were founded during this time as well, including The League of American Orchestras (1942) (League of American Orchestras, n.d.) Opera America (1970) (Opera America, n.d.), and Dance/USA (1982) (Dance/USA, n.d.). While the new organizations brought increased attention and funding to the performing arts, financial support and resources for dance continued to lag other performing arts genres.

The proliferation of new service organizations helped solidify the performing arts as a legitimate economic driver in the American economy and a legitimate career choice. Both the National Endowment for Arts (NEA) and the National Endowment for the Humanities (NEH) were created in 1965, expanding non-profit arts organizations and the professionalism of a career as an artist throughout the United States. Support via the Treasury Funds and Challenge Grant Programs in the mid-20th century financially stabilized the larger dance organizations that already had experience with philanthropic efforts (Wilbur 2021). To offer opportunities to smaller arts organizations, NEA

Advancement Grants were created with the requirement that organizations must have economic and managerial “underperformance” as a criterion of support (Wilbur 2021, 47). However, the administrative burden needed to meet funding and reporting criteria from the NEA became unsustainable for these small to mid-sized organizations, with the government support often causing more harm than good (Wilbur 2021, 47). Independent artists also struggled as smaller arts organizations lacked the funding to sustain their companies. The “total number of self-proclaimed artists (including visual and literary) doubled between 1970 and 1990 to 1.6 million” (Gaylin 2016, 76) and in 2000, artists in the US labor force grew to 1.9 million (Alpel and Wassall, 2006), causing an oversaturation of artists in the United States without sustainable career paths to follow or organizations/companies to join.

2.5 Continued Hyphenation of the Dancer

The first dancers from a ballet company to join AGMA were dancers from Ballet Caravan in 1939, followed by Littlefield Ballet, known today as the Philadelphia Ballet, to secure better pay, benefits, and working conditions (AGMA 1947). The unionization of dancers was a significant moment in the history of dance, as it paved the way for dancers to be recognized as professionals with rights and protections. The AGMA archives of *AGMAzine*—the official publication for the union—from December 1946 provided sample ballet contract information regarding minimum compensation, including payment for rehearsal weeks (\$35), performance weeks (\$62 in the city of origin), performance weeks 30 miles outside of the city of origin (\$72), as well as several workplace protections limiting rehearsal hours (2 hours a day / 12 hours a week), and performances (8 per week) (AGMA 1946).

In 1998, *AGMAzine* also highlighted the many pending arbitrations occurring for non-payments and non-compliance for several high-level dance companies, including the Martha Graham Dance Company, Dance Theatre of Harlem, New York City Ballet, Pittsburgh Ballet Theatre, and Cincinnati Ballet (AGMA, 1998). Having the protection of a union contract made organizations accountable for their mistreatment of dancers and, ultimately, resulted in legal action if not resolved. As organizing must come from the dancers themselves, not the dance companies, dancers began publicly sharing their reasoning behind unionization. In 1999, the dancers of the San Francisco Ballet Association shared their mission statement.

The San Francisco Ballet is truly a multi-faceted gem. It is an elaborate composite of coordinated workmanship assembled through common interest and purpose, and is essential to preserve. To care for such a structure is to nurture it and carry it on to a higher level of trust and mutual intention.

The contractual agreement between the San Francisco Ballet management and its artists is a vehicle for enabling the artist to resolutely commit to their art as well as securing a sense of worth, pride, and respect. It is essential that we break away from a tradition of assumptions, and focus on a more humane understanding of the demands of the profession that each artist must sustain. Our effort should converge on recognizing each artist as a valuable asset of the Association and on encouraging a better line of communication.

Let us work together in developing a Basic Agreement that reflects these fundamentals so that the San Francisco Ballet Association not only participates in the survival of ballet itself as a valuable art form, but as a fine livelihood entering the millennium (AGMA 1999, 6).

This call to action is, in a sense, a manifesto that asserts the value of a dancer and the importance they bring to their companies and the sector as a whole. It also reinforces the need for livable wages and basic workplace conditions to safely and sustainably share their talents, an uphill battle since dance became professionalized in the 17th century. It also publicly introduces the dancer-advocate, a hyphenate that defined the beginning of a new,

radical era of occupational identities for professional dance artists in the still-unfolding 21st century.

With dancers traversing the multiple occupations needed to create a life in dance, guidance on effectively accomplishing this was limited. To assist the growing dance community and offer supportive tools to navigate a career in dance, New York City's Dance Theater Workshop published a survival guide in 1976 and an updated version in 1985. In 1993, the *Poor Dancer's Almanac: Managing Life and Work in the Performing Arts* offered an expanded national viewpoint. Comprised of anecdotal essays from dance professionals who offer advice, recommendations, and stories from their own journeys on topics ranging from health, business skills, funding opportunities, and taxes, the most beneficial aspect of the text is an appendix following each chapter with resources, contact information, and additional references serving as a companion guide to the information provided (White, Friedman, and Levinson 1993). In 1994, Naima Prevots' review of the *Poor Dancer's Almanac* stated, "if you want to learn about survival mechanisms as well as creative passions in the performing arts, or if you are a manager or performer or parent, friend, relative, or lover of either, be sure to purchase this book. Immediately." The book's popularity throughout the sector flourished, particularly in higher education dance departments, where it is still listed as a how-to guide for dancers today.

2.6 21st Century Dance

In the latter half of the 20th century and into the 21st century, dance has become increasingly diverse, encompassing several disciplines and career trajectories. A comprehensive summary of this evolution can be found in Ali Duffy's 2021 book, *Careers*

in Dance: Practical and Strategic Guidance from the Field, which offers a robust breakdown of the professional paths a dancer could take to sustain their career. In addition to be a profession dancer, supplemental occupations include dance scientist, dance administrator, dance critic, dance advocate, and dance educator (Duffy 2021). This text offers sound advice on navigating the dance ecosystem, similar to the *Poor Dancer's Almanac*, but with one key difference; instead of focusing on surviving, this book emphasizes *thriving*. Duffy's text demonstrates a wider cultural shift within the dance industry and provides optimism alongside practical guidance and, unlike other texts centered on dance careers, devotes space for quantitative census information, Bureau of Labor Statistics (BLS) data, and dance's impact on the creative economy within the United States. Although this data is limited due the availability of statistical information regarding the dance sector, it is important to highlight its inclusion, as qualitative data has been the exclusive source for texts centered on careers in dance up to this point.

Data, in general, is an ongoing area of necessity for the dance sector during this time. Historical data regarding wages and occupations within the arts and culture sector from the Bureau of Labor Statistics (BLS) and Census Bureau is limited and incorrect due to undercounting. Wassall and Alper found a “critical issue is that the Census Bureau’s methodology obscures important aspects of an artist’s occupational choices” (2006, 829). Actors and musicians have had some form of a distinctive occupation category since the 1850 Census, while dancers did not obtain their own code until 1940 (A. Martinez, pers. comm., January 23, 2024), further displaying the higher value ascribed to occupational identities within the music and theater sector. However, as artists hold multiple jobs within the US workforce and the Census requirement of choosing a single occupation, most artists

select the occupation where they spend the most time which leads to inaccurate data (Wassall and Alper 2006) and minimizes the economic contributions of artists.

Helping to fill the research gap within the dance sector, the NEA, through the research of Dissette and Orend, (1993) and Montgomery and Robinson (2003) conducted surveys offering further insights to wages and working conditions. Dissette and Orend's study of choreographers in four US cities (Chicago, New York, San Francisco, and Washington, D.C.) found that income for choreographers was substantially lower than that of the general population, with the average income of respondents at \$22,000, with a median of \$18,500 (NEA 1993, 55). To help supplement their low artistic wages 80% of choreographers surveyed had regular jobs in addition to work as a choreographer (NEA 1993, 39). Montgomery and Robinson found that additional occupations outside of the dance sector were necessary for financial stability in 73% of graduates from the Five College Dance Department (Montgomery and Robinson 2003, 62). 76% of respondents their principal profession, with 61% also worked a job outside of the dance industry (62). Additionally, survey results determined that respondents had multiple occupational roles within the dance sector; 42% were dancers, 62% were teachers, 29% were choreographers, and 18% percent were administrators. 42% of respondents who worked within the dance sector held different job types (Montgomery and Robinson 2003, 60).

To provide a public overview of the dance industry, Dance/USA produced an annual *Snapshot of the Field*, with the last study released in August 2017. This report utilized 2014 financial and operational data to determine the number of non-profit dance ensembles within the United States and the costs associated with them (Dance/USA 2017). According to their data, there were 1,208 non-profit dance ensembles and 15,921

employees, with \$372,439,981 paid in reported wages and benefits within the dance field in 2014 (Dance/USA 2017). While the non-profit dance sector generated more than \$700 million, only 1% generated \$10 million or more (Dance/USA 2017). The League of American Orchestras produced a more robust study spanning the years 2006-2014. According to their report, there were 1,224 orchestras in the United States in 2014, a number roughly on par with the number of dance ensembles for the same year as mentioned above. However, orchestras contributed \$1.8 billion to the economy, with two out of three orchestras with operating budgets under \$300,000, and 2% of orchestras with budgets over \$20 million (Voss, Voss, and Yair 2016). This indicates that orchestras are significantly larger in size and revenue streams than dance ensembles. TCG's *Theatre Facts* estimated in 2014, there were 1,770 non-profit theatres in the US, generating over \$2 billion (Voss and Voss, 2014), the largest contributor to the economy for the performing arts.

In terms of artists themselves in the performing arts sector, Americans for the Arts, (AFTA) through BLS data, reported 2.67 million artists in the US workforce (AFTA 2023). AFTA's (2023) bar graph (Figure 2.2) demonstrates the continued increase of artist employment from 2007-2022.

Artists in U.S. Workforce: 2007-2022
[millions]

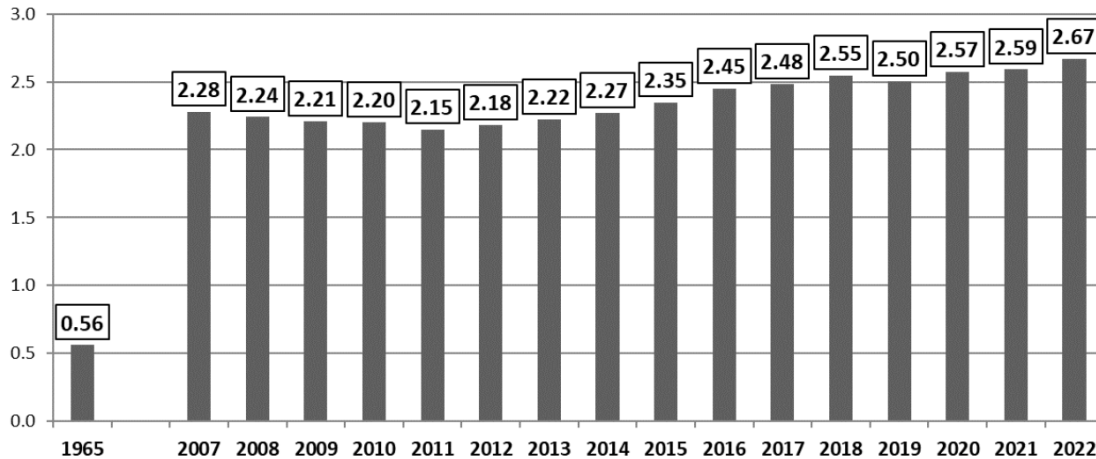


Figure 2.2 Artists in the U.S. Workforce: 2007-2022

Regarding wages continue along the historical trends with musicians earning the most and dancers earning the least. The BLS Occupational Outlook Handbook reported the following hourly median pay in 2021; \$19.47 (dance/choreographers) (BLS 2022b), \$23.48 (actors) (BLS 2022a), and \$30.49 (musicians/singers) (BLS 2022c). However, the overall employment of dancers/choreographers is projected to grow 27% between 2021-2031.

What is most interesting about the dance sector’s lead in employment growth is its ties to the COVID-19 pandemic. During moments of disaster, like what we have been experiencing since 2020, arts organizations canceled and shifted large portions of programming, which caused massive job losses for performing artists. Americans for the Arts (AFTA) reported COVID-19 pandemic-related financial losses to nonprofit arts organizations are estimated to be \$4.98 billion, including an average financial loss per artist/creative worker at \$24,000 (Americans for the Arts 2020). Other survey results from nonprofit arts organizations reported “95% [of organizations] canceled events, 66% expect

the crisis to have a severe impact on their organization, 31% reduced artistic workforce, 24% reduced staff, and 10% were not confident that they will survive the COVID-19 pandemic” (Americans for the Arts 2020) Even though these statistics are staggering, arts organizations were eligible for federal CARES Act funding, including the Paycheck Protection Program, to help stabilize and/or rebuild their organizations.

Dancers were not as fortunate. Due to the transactional framework of the dance industry, which prioritizes the product (typically a dance performance) over the process of creating dances (rehearsals, research, conditioning), mass performance cancellations caused dancers, particularly those unattached to unions, to become both unemployed and unemployable. Dance/USA stated in their report, *The Impact of COVID-19 on the Field of Dance Part II*, that “the impact of this pandemic has been exceptionally critical on individuals in the dance field. In addition to the financial impact, individual dancemakers who typically spend hours on a daily basis, pre-pandemic, honing their art form and molding their bodies and minds, have been subject to quarantines and isolations that threaten their livelihood and future in dance, even if they survive the virus” (Dance/USA 2021) Additionally, 80% of dancers/choreographers were reported as unemployed during the pandemic, making this demographic one of the hardest hit out of all industries (Dance/USA 2021).

As arts organizations scrambled to stabilize their institutions, it became apparent that there also needs to be an infrastructure for working artists to rely upon during a crisis that goes beyond the performance-for-pay systems. The *New York Times* dance critic, Gia Kourlas, wrote an article in October 2020 describing her fear and panic for the dance sector,

its lack of an institutional safety net, and her concern for how choreographers create work, particularly those who are freelance. She writes:

These freelance artists don't belong to unions; they don't have health insurance. No institutions have their back. They are dangling in the wind, in part, because of the kind of dance they champion.

It's bad out there, and it's going to get worse. With most performances halted, the part of dance that happens behind the scenes is increasingly difficult, if not impossible. It's a social art form — ideas don't just incubate in studios. They come from conversations after class, or bumping into someone on the street, or in bars or at restaurants. And there's something about watching a dance with others that completes the work; I've been lucky to see a few performances in outdoor settings, but after the initial euphoria of watching live dance — with an audience — much of it seemed generic, business as usual. Yes, dancers need to move, but how? Under what circumstances can they carry urgency and weight?

Ironically, also in October 2020, a *Pointe Magazine* article was published applauding Richmond Ballet for their numerous in-person performances in September. The company established a medical task force in order to keep both performers and audience members safe including the creation of “dance pods” made up of married couples or roommates to mitigate any infection (Hope 2020).

While this achievement from the Richmond Ballet, which is not a unionized company, is impressive, it continues to illustrate the vast differences in support between established, well-funded dance organizations and freelance dancers. In many cases during the COVID-19 pandemic, independent dancers were paid only a fraction of the fee outlined in their contracts or were not paid at all due to performance cancellations. Award-winning choreographer, Miguel Gutierrez, took to his social media to expose the disregard for the labor of dancers/choreographers.

In NONE of the cancellation emails does anyone mention a partial payment of the fee or acknowledge the commitment and the economic implication of losing the income. These are challenging times for everyone, but I want to remind all the

presenters, universities, summer dance festivals, etc. (I'm speaking for many here)
... THIS IS MY FULL TIME JOB (Kourlas 2020).

The historical rage from centuries of low wages, poor working conditions, and a devalued career exploded following the onset of the pandemic. During this time, several dance activist groups, including Creating New Futures and Dance Rising Collective, have been vocal about the need for sector-wide change, most importantly, surrounding equitable contracts (2020). While transformative efforts within the dance industry by national working groups are commendable and ultimately acknowledged foundational inequities, the ability to create a sector-wide cultural shift that fosters sustainability and equity is an ongoing challenge.

However, there is promising news as interest in dance continues to grow both in employment and in revenue from audience members. Pre-pandemic shows like “So You Think You Can Dance,” “Dancing With the Stars,” and “World of Dance” ignited tremendous momentum for the sector and continued to grow during the pandemic to today (Schaefer 2018). Additionally, by streaming classes online—some taught by world-class dancers—created access that many would not have been able to previously experience due to location, financial, or physical restrictions (Komatsu 2020). The increased enthusiasm for dance also expands the demand for dancers/choreographers, particularly those who supplement their performance careers with dance education.

The growth of the dance sector and increased value of dancers' labor was reflected in the most recent BLS Occupational Outlook Handbook. The BLS reported the following hourly median pay for 2022; \$22.62 (dance/choreographers) (BLS 2023b), \$17.94 (actors) (BLS 2023a), and \$39.14 (musicians/singers) (BLS 2023c). The overall employment of dancers/choreographers is projected to grow 5% between 2022-2032, which is faster than

the 3% average for all occupations (BLS 2023b). Musicians/singers are trending lower at a 0% growth rate (BLS 2023c), and actors are on trend with the average growth rate for all occupations at 3% (BLS 2023a).

2.7 Summary

This chapter traced the historical journey of dance professionalism and hyphenated careers for dancers, beginning with 17th-century France and King Louis XIV's establishment of the Académie Royal de Danse. From the Paris Opéra Ballet's emergence to the challenges faced by dancers in terms of exploitation and societal controversies, the early European classical ballet era laid the groundwork for the professional identity of dancers. The 20th century witnessed the transatlantic transplant of ballet to the United States and the rise of modern dance as a response to classical constraints. The postmodern era further segmented the dance sector, creating a divide between established company dancers and independent artists.

Examining the expanding role of arts organizations and the establishment of unions like AGMA, this chapter explored the challenges dancers faced in terms of wages and working conditions. As the dance sector navigates the 21st century, diverse career trajectories continue to emerge, including roles as dance educators, administrators, critics, and advocates. The impact of COVID-19 highlighted the vulnerabilities of freelance dancers and emphasized the need for a supportive infrastructure beyond traditional performance models, signaling the necessity of a transformative cultural shift within the dance industry.

CHAPTER 3. RELEVANT LITERATURE AND SECTOR GAPS

There is a significant amount of qualitative literature regarding dance careers from personal anecdotes. However, the gaps regarding empirical studies on occupational choices, wages, and literature focused on the sustainable practices within the United States dance sector remain substantial. In an effort to supplement this research gap and understand dancers' occupational trajectories, this chapter utilizes grey literature to examine the career pathways dancers may pursue to create a sustainable career, industry indicators of success, barriers to entering an underemployed career, and national resources available to dancers/choreographers to support their professional vocations.

3.1 Career Pathways for Dancers

Most dancers, and artists in general, are not supported by their craft alone. Secondary income and side jobs are necessary to patchwork a fiscally sustainable life (Steiner and Schneider 2013). In 1961, the Department of Labor noted that performers “supplement their incomes by teaching, and thousands of others have to work much of the time in other occupations” (BLS 1961, 214). When looking at the cultural labor of artists in this sense, it is difficult to define who is considered an “artist” (Cherbo 2020, 5). Data gathered by the NEA (National Endowment for the Arts) and presented in their 2019 report, *Artists and Other Cultural Workers: A Statistical Portrait*, illustrates the impact part-time, freelance, and full-time artists have on the labor force. Of the “2.5 million artists included in the labor force, approximately 333,000 workers hold secondary jobs as artists, and another 1.2 million workers hold a primary job in a cultural occupation other than artist” (iii). To weave together a sustainable career in dance, dancers must utilize multiple

pathways available inside and outside the arts and culture sector to build financial stability while continuing a performance career often stalled by injuries.

Dancing in a professional company is a highly desirable and varied career path. Company contracts range from multi-week, salaried positions to those that are part-time or project-based (Duffy 2021). Extensive training, continued education, skillful auditioning, and maintaining a healthy physical and mental well-being are necessary to traverse a professional performance career. Since the “work” of a dancer is kinesthetic, conditioning and cross-training with other forms of exercise such as Pilates, yoga, and somatic practices, in addition to taking dance classes and rehearsing, is part of their job, regardless of whether it is compensated (Duffy 2021). The performing aspect of this career choice, and the amount that is typically paid, fluctuates based on the company the dancer works for. Most established companies have set seasons that reoccur each year, while smaller companies often have a more erratic schedule that is focused on project-based work (Duffy 2021).

Unfortunately, a long-performance career is often limited due to injury. With a lifetime injury incidence rate of 90 percent (Macintyre and Joy 2000), the severity of an injury can significantly impact the longevity of a dancer’s career and mental state. While a passion for dance is a universal characteristic needed to pursue a dance career (Padham and Aujla 201), Rip, Fortin, and Vallerand found that “dancers feel internally compelled to dance and perform even when they have an injury because they come to be psychologically dependent on the sheer physicality of their working lives” (2006, 16). The competitive nature of the dance industry further adds to a dancer’s hesitation to seek medical attention post-injury out of fear of losing a dance position in a company (Mainwaring and Finney 2017). However, compounded and chronic trauma to the body

can cause psychological harm and prevent dancers from performing (Encarnacion, Meyers, Ryan, Pease 200), ultimately shorten a dancer's career.

Additionally, wages for professional dancers are low. According to the BLS, the hourly wage for a professional dancer within a company setting in 2022 was \$22.62 (BLS 2023b). However, this statistic does not consider that dancers work outside of a 9 to 5 framework. To help facilitate a more transparent mode of data collection, *Dance Magazine* surveyed 200 readers to determine accurate annual earnings. According to their findings, in 2017, full-time positions in ballet companies topped at \$45,000, while freelance dancers peaked at \$19,000 (*Dance Magazine* 2018). The highest salaries belonged to dance teachers and studio owners, with the highest income reported at incomes between \$420 and \$325,000 (*Dance Magazine* 2018).

Dance education provides several lucrative opportunities for dancers to supplement their performance careers. From K-12 dance education and post-secondary teaching to academic positions in higher education, dance teachers continue to be in demand across the US. These jobs often provide a steady income, health insurance benefits, and paid time off (Duffy 2021). However, roles within the education system require significant training, including undergraduate and graduate degrees, teaching certifications, and student teaching (Duffy 2021), which can take years to complete. Another opportunity for supplemental income from teaching includes private dance studios and schools, offering dance educators to engage with students across demographics and dance styles. Due to the "after-school" nature of these programs, teaching within these environments is ideal for a dancer who needs flexibility during the day to train or work an additional, primary job that provides a salary and/or benefits, which most dance studios do not (Duffy 2021).

Dance administration is another avenue employed to create a sustainable career in dance. Working within nonprofit organizations or on the business side of dance companies or studios can offer several opportunities to learn skills in fundraising, marketing, management, and programming (Moore 2015) that can aid in a dancer's own growth and development. Dance Place, located in Washington, DC, crafted its internship program with sustainability as the focus, both for the organization and the intern. The organization offers "hands-on experience in the areas of operations, presentation, education, development, and communications" (Dance Place, n.d.), while the intern offers their own knowledge and experience as a dancer working in the field. Hyphenated occupations including dance science, dance advocacy, and dance journalism are also viable pathways to weave together a dancer's intimate knowledge of the dance sector with a secondary interest and source of income and is common for dancers to have more than one occupation within the dance sector (Montgomery and Robinson 2003).

Dancers also look outside the dance ecosystem to fill wage gaps left by underpaid performance work which fails to compensate for rehearsal and research time to create a dance piece. Jobs within the service industry have traditionally been desirable due to their flexibility and availability, but interest in businesses like Rover, Uber, and Instacart continues to increase since those companies allow workers to create their own schedules (Glennon, n.d.). The COVID-19 pandemic also peaked dancers' entrepreneurial spirit, with many performers starting their own companies outside of dance. For example, Richmond Ballet dancers Cody Beaton and Lauren Archer started their own florist and flower delivery business, while former Lucky Plush Productions dancer A. Raheim White created

RahCrystals, a crystal healing adornment business (Rizzuto 2021). These examples further indicate the ability of dancers to create a sustainable career through supplemental work.

3.2 Indicators of Success

But simply having long-term work as a dancer is not the only standard for a successful career. The success of a dancer and/or choreographer's career depends on several factors, including individual preferences and priorities; however, sector-specific benchmarks do exist. Performance opportunities, mentorships, recognition, and financial sustainability contribute to the definition of a fruitful career in dance. As dancers/choreographers navigate their trajectory in the field, they can utilize these milestones to move to a new phase in their profession.

3.3 Performance Opportunities

Visibility as a performer is essential to building a professional dance career. In the United States, most cities have at least one nonprofit dance company (Duffy 2021), while other larger dance cities (e.g., New York, NY, Chicago, IL, and Washington, DC) have several professional companies (Duffy 2021). Contracts vary from multi-week, union-driven agreements to part-time work, including the current trend toward sector-project-based commitments (Duffy 2021). As previously stated, a performance career requires major maintenance of effort (e.g., training, auditioning, injury prevention, and marketing) without a significant financial payoff. However, even within this indicators of success, personal accomplishment is subjectively defined, particularly in a dance performance career. Shockley et al. (2015) found that employees are no longer seeking out promotion from a single organization and are instead focused on their personal perspectives on

multiple successes at once: job, interpersonal, financial, hierarchical, and life success, further expanding occupational hyphenation to comprehensive achievement.

3.4 Mentorships

Mentorships have played a critical role in dance careers to shepherd the next wave of dancers/choreographers. With funding from the American Express Foundation and the Andrew W. Mellon Foundation, Dance/USA created the Institute for Leadership Training (DILT) in 2012, a 6-month program that partners mentees with seasoned leaders in the dance field (Dance/USA, n.d.-d). Choreographic fellowships like BalletX pair an emerging and established choreographer together as they both create new works for the company (Wingenroth 2023a). These programs offer more than an opportunity for mentorship; they also include stipends and the possibility of future work. Ben Needham-Wood, the first recipient of Amy Seiwart’s Imagery Artistic Fellowship, is now the artistic director of Boulder Ballet (Wingenroth 2023a). Lower profile mentorships within dance studios, higher education, and dance organizations “lends itself to the collaborative nature of the art form” (Litzenberger and Canadian Dance Assembly 2006) where the circular exchange of ideas, knowledge, and experiences demonstrates how the dance sector operates. Additionally, it helps to alleviate some of the difficulties associated with a dance career by “connecting dance practices with life practices” (Kane 2014, 224) and creating a meaningful understanding of sector barriers and opportunities.

3.5 Recognition

In terms of industry honors, several prestigious awards within the dance ecosystem signal a dancer/choreographer’s success. “The Bessie” award, named after dance teacher

Bessie Schönberg, “recognizes exceptional work in choreography, performance, music composition, and visual design” (The Bessies, n.d.). It is known as the “Oscar of dance”; however, nominations are limited to those performances presented in New York City, restricting the scope of work being seen by the nominating committee and emphasizing the importance of dance in New York.

Nationally recognized awards highlighting dancers/choreographers include the Doris Duke Artist Award, Guggenheim Creative Arts Fellow, McKnight Foundation Choreography Fellow, Dance/USA Fellow, and United States Artists Fellow. Each of these highly competitive awards is often presented to seasoned dancers/choreographers. In addition to national recognition, large monetary prizes accompany the award and are unrestricted.

3.6 Financial Stability

The financial stability accompanying large dance awards can also be established through local, regional, and national funding agencies. The NEA, regional funders, and organizations that make up the National Assembly of State Arts Agencies (NASAA) offer monetary assistance for arts-related activities, including touring, the creation of new work, and general operating support (NEA, n.d.). However, dance philanthropy is quite modest, causing an increasingly competitive grant cycle each year without sufficient funding to sustain the growing dance sector (Inside Philanthropy 2022). Furthermore, grant opportunities are typically limited to organizations with a nonprofit tax status or those with fiscal sponsorship, further indicating that a hyphenated career in the dance is the most direct pathway to financial sustainability.

3.7 Barriers to Entering an Underemployed Career

While dancers/choreographers remain resilient in their quest for a sustainable career, multiple barriers are undercutting the value of the dance profession. The NEA's most recent report, *Artists in the Workforce: Selected Demographic Characteristics Prior to COVID-19*, gathered data from the U.S. Census Bureau's American Community Survey (ACS) and Public Use Microdata Sample (PUMS) between 2015 and 2019. While this report states that there are 2.4 million artists in the US, they define artists as "workers whose primary job (in terms of number of hours worked on a given week) fell into one of 11 distinct occupations" (NEA 2022, 2). Using this definition, which can omit many hyphenated dancers, dancers/choreographers made up the smallest percentage of artists overall in the workforce and within the performing arts (23,385), followed by actors (60,986) and musicians (216,065) (NEA 2022, 3). While many dancers/choreographers identify with this as their occupation, their career is woven together by part-time, alternative professions. Regarding wages, the sample size for full-time dancers/choreographers is too small to be tallied. Of the eleven artistic occupations listed,² dancers/choreographers are the only professions excluded from this data point. It should also be noted that the median age of a dancer/choreographer during this time period is 27, the youngest of the arts ecosystem overall, with actors at 36 and musicians at 45 median ages (NEA 2022).

Immaterial labor is often not included in dance contracts, leaving dancers/choreographers vulnerable if a performance does not occur due to unforeseen circumstances. Dunja Njaradi examines the shift in the dance sector from the production

² These eleven occupations include designers, writers/authors, fine artists/art directors/animators, musicians, architects, photographers, producers/directors, announcers, actors, entertainers, and dancers/choreographers.

of “works of art” to the “process of production” in order to account for the labor throughout the creative process, not solely the performance (Njaradi 2014, 256). For many leaders in the dance sector, inequitable contracts are not an issue because they profit from the imbalanced relationship between the dancer/choreographer and presenting organizations. Those in leadership positions within the dance field are at the top of the hierarchical system, while dancers are at the bottom. The power to dictate how an organization’s funding is spent allows leaders to have the upper hand in contractual agreements, particularly when working with freelance dancers without union representation. Presenters create and execute these deals at their own discretion, while dancers are often “underpaid or unpaid” (Wingenroth 2023b).

To combat the notion of the starving artist, dancers are fighting for wage transparency to “help the dance industry move towards more equitable compensation—and that it will empower workers” (Wingenroth 2023b) BRAT, a dancer and founder of #FreelanceDoesNotEqualFreeDance, has been vocal about the need for explicit pay and stated that “employers having to share their rates with the world will lead them to reconsider how much they’re offering—or that rates will eventually be forced up when low-paying jobs fail to attract talent” (Wingenroth 2023b). Former Executive Director of Rooted in Vibrant Communities (RVC) and creator of the popular blog *Nonprofit AF*, Vu Lee (2018) further explains the ways failing to disclose the salary in a job posting is harmful: (1) it wastes everyone’s time, (2) perpetuates the gender wage gap, (3) discriminates against people of color, (4) drives away potential candidates, (5) creates a lack of trust and transparency, and (6) reinforces pay disparities with staff. Many dance service organizations, including Dance/NYC and the International Association of Blacks

in Dance (IABD), require a salary range for a job posting on their websites. Additionally, two new laws have recently been passed to aid in these efforts. California law SB 1162 requires “an employer with 15 or more employees to include the pay scale for a position in any job posting,” (S.B. 1162 2021-2022) and New York City’s new Salary Transparency Law “requires employers to include a good faith pay range in all job advertisements” (New York City Commission on Human Rights, n.d.).

3.8 National Resources for Dancers/Choreographers

Industry demands, injuries, lack of both physical and mental health services, and complicated employee agreements are the norm for this profession. To aid dancers/choreographers, several resources have been developed to help navigate the arts and culture sector, assist in building a sustainable career, and provide systems of support throughout the life of a dancer.

3.8.1 Unionization

Cultural workers are less visible than other occupations in the workforce. Unions, by illuminating the needs of artists, bring forth the impact artistic workers have on the labor force as a whole. Due to the project-based disposition of the arts sector, the ability to organize and produce evidential injustices as a collective induces cultural change (Comunian and Conor 2017). Performing arts unions provide workplace protections and wage increases through their bargaining power. Salary scales categorized by occupation and conditions of employment such as “the scheduling process, rehearsal and performance hours, breaks, overtime provisions, safe and sanitary work conditions, travel policies,

audition procedures, and vacation and sick leave” (Gaylin 2016, 130) are included in Collective Bargaining Agreements (CBAs) to protect the performing artists they represent.

Sometimes, bargaining negotiations become so fraught that a strike or canceled performances ensues. In 2006, the Washington Ballet canceled its annual performances of *The Nutcracker* when an agreement with The American Guild of Musical Artists (AGMA), the largest union for dancers, could not be reached (Blair 2006). The Washington Ballet dancers expressed they were being overworked, and the fatigue on their bodies was leading to increased injuries. The dancers, who had joined AGMA a year prior, relied on their union to bargain on their behalf, and an agreement was eventually finalized (Blair 2006). A freelance dancer could attempt to broker contractual agreements independently, but they may lack the bargaining skills and interconnective relationships that make unions successful in negotiations, not to mention are easily replaceable by another dancer.

While the benefits that unionization brings to dancers assist in creating healthy and equitable work conditions, the cost of union membership and the restrictions on which choreographers and venues dancers are allowed to work with are limiting. AGMA allows its members to take nonunion jobs and does not require proof of employment to join. Membership is mandatory, however, for any artist that works with AGMA signatories (AGMA, n.d.-a). These include most major ballet companies, as well as Alvin Ailey Dance and Martha Graham Dance (AGMA, n.d.-c). Dancers in these companies make up less than 2,000 full-time dance positions in the field (Gaylin 2016). This leaves dancers who are not employed full-time by an AGMA signatory at a two-fold disadvantage: they find themselves at the lowest end of the salary scale in an underpaid industry and at the same time are unable to advocate for higher wages and improved benefits through CBAs.

To encourage unionization, AGMA offers information sessions and step-by-step organizing efforts on their website (AGMA, n.d.-b). They also have a robust social media presence, such as the Musical Artists Union Instagram, which offers updates on current labor issues, newly ratified contracts, and organizational information that can be easily shared. From a public relations perspective, AGMA has engaged freelance dancers, choreographers, and small to mid-sized dance companies with collective organizing opportunities that these demographics may not have realized were possible before the pandemic.

3.8.2 Dance Artists' National Collective and Dancers Alliance

The Dance Artists' National Collective (DANC) provides free resources to help dancers navigate legal matters, injuries, virtual dance classes, labor laws, and financial assistance (DANC, n.d.-c). The organization, which began as a focus group between AGMA and freelance dancers to discuss unionization in 2018 (DANC, n.d.-a), offers monthly meetings with guest speakers to address essential issues in the dance field. Their mission states that “DANC works to empower dancers, who are often underpaid, mistreated, manipulated, and misclassified, by engaging in research, sharing resources, educating members, organizing for collective action, and championing labor standards” (DANC, n.d.-b). Representatives from the collective often speak at prominent dance convenings hosted by Dance/USA, the national service organization for dance and Dance/NYC, the dance service organization for New York City, to promote their organization and the services they provide at no cost. Meeting notes are also available on their website to publicly share agenda items discussed in an effort to improve transparency throughout the dance sector.

Like DANC, the Dancers Alliance's (DA) mission is “to be the unified voice of the national dance community and improve the careers of professional dancers through education and solidarity. We advocate for equitable rates and working conditions for non-union workers and represent the dance community on union boards and committees” (Dancers Alliance, n.d.-a). DA’s close relationships with dance unions helped establish rates and working conditions that freelance dancers could leverage in their negotiations with choreographers, dance studios, and/or arts organizations. Its FAQ page assists independent dancers with industry lingo and definitions (Dancers Alliance, n.d.-b). The guidance offered by both DANC and DA supports freelance dancers to economize their talents including receiving payments beyond “the end product” or performance. Rehearsals, travel time, and even health insurance to cover dancers’ mental and physical strain should be incorporated into contracts. DANC and DA provide minimum rates for rehearsals and performances and sample contracts as a framework for dancers.

3.8.3 The Entertainment Community Fund

The Entertainment Community Fund, formerly The Actors Fund, is an organization that has assisted creative workers in navigating the difficulties of a career in the arts and culture sector since its founding in 1882 (Entertainment Community Fund, n.d.-a). It “fosters stability and resiliency and provides a safety net for performing arts and entertainment professionals over their lifespan” (Entertainment Community Fund, n.d.-a). While the Entertainment Community Fund is not solely for the dance field, it does offer several resources accessible to dancers throughout its three offices located in New York, Chicago, and Los Angeles. Housing, health insurance, financial assistance, career development workshops, and services for senior (65+) industry workers are available to

anyone in the entertainment industry, regardless of union status. These resources aid in the financial, physical, and mental distress the performing arts sector has on freelance workers, which is detrimental to their ability to have a fulfilling, sustainable career.

Career Transitions for Dancers, a program offered by the Entertainment Community Fund, provides scholarships, counseling, and workshops to help shepherd dancers through the next phase of their careers (Entertainment Community Fund, n.d.-b). An additional dance industry-specific tool the organization provides is The Dancers' Resource. This guide was created as a "response to the unique situation dancers face as a consequence of the physically demanding nature of their work, coupled with the significant financial challenges of earning a living in dance" (Entertainment Community Fund, n.d.-c). The Dancers' Resource provides medical referrals, support groups, advocacy efforts, and emergency financial assistance.

3.8.4 Dance Service Organizations

While organizations like DANC, DA, and the Entertainment Community Fund focus on independent dancers/choreographers in the dance field, several dance service organizations provide support for dance companies and organizations. Dance/USA, established in 1982, is the national service organization for professional dance and has core programs in engagement, advocacy, research, and preservation (Dance/USA. n.d.-a). The organization also has nine councils categorized by membership type (e.g., service organization, presenters) or job function (e.g., agent, manager, artistic director) and nine affinity groups that facilitate regular communication between peers in the dance field (Dance/USA. n.d.-c).

The International Association of Blacks in Dance (IABD) provides several programs and resources that “preserves and promotes dance by people of African ancestry or origin” (IABD, n.d.-c). These include fiscal sponsorship, a dance directory, programs focused on emergency preparedness and organizational health, auditions for companies, colleges, and training programs, and dance class series (IABD, n.d.-b). The organization officially received non-profit 501(c)3 tax-exempt status and recognition in 2011; however, the foundation of the organization began in 1988 with the 1st International Conference on Black Dance Companies by Joan Myers Brown, Founder/Executive Artistic Director of Philadanco! (IABD, n.d.-a). Since then, IABD has grown to over 3,500 members, and was presented the 2021 National Medal of Arts by President Joe Biden (Lansky 2023).

As education is a large facet of the dance sector, the National Dance Education Organization (NDEO), established in 1998, has over 4,200 members, including studio owners, college professors, K-12 educators, choreographers, dance students, and dance administrators (NDEO, n.d.-a). Membership to NDEO offers benefits ranging from discounts on professional development courses, free conference proposal fees, access to professional opportunities, and subscriptions to both the *Journal of Dance Education* and *Dance Education in Practice* (NDEO, n.d.-c). The organization also engages in educational advocacy efforts, including writing the National Core Arts Standards for Dance and partnerships with Americans for the Arts, Dance/USA, and the Arts Education Partnership (NDEO, n.d.-b).

NDEO, IABD, and Dance/USA also host annual conferences in different cities each year with a distinct theme. These convenings allow members to engage in workshops, panels, classes, and performances and partake in peer-to-peer conversations that are vital

to the evolution of the dance ecosystem. While not technically considered “sister organizations” in terms of ownership, the leadership of all three organizations converse regularly and attend and promote one another's events. Dance companies, dance educators, and dancers/choreographers may also hold memberships at more than one of these organizations simultaneously due to the specific resources and support offered at each.

3.8.5 National Groups on Equitable Contracting

Dance organizations throughout the United States are creating new contracting models that maintain an artist’s autonomy while addressing the inequities and power imbalances associated with dance performances. While the tactics used to activate this change could be seen as rebellious, including the public calling out of presenters who canceled gigs without payment, independent dancers/choreographers are frustrated with current contracting practices (Henderson 2021). The Creating New Futures collective, which formed after the mass cancellation of artists’ contracts due to COVID-19, has advocated for new contracting approaches where the dance sector's adhocracy environment can be rebuilt equitably.

The impact Creating New Futures has had on the dance field in such a short time has also piqued the interest of national funders. Multi-Arts Production (MAP) Fund, National Performance Network (NPN), and the Doris Duke Charitable Foundation have awarded Creating New Futures financial support to continue mending the broken relationships between artists and presenters (Henderson 2021). Organizations like Dance/USA and APAP have also created national working groups to address the disparities within the field. In the summer of 2020, members of Dance/USA’s Agents, Managers, Producers, and Promoters Council (AMPP) and the Presenters’ Council joined forces to

create a working group to support equitable partnerships in addressing contracting imbalances. The documents they produced were published in late April 2021 and contained three principles; fair and equitable contracting, payment structures, and force majeure (Sharp 2022). Like Creating New Futures, these are living documents that will evolve through feedback and conversations.

APAP released a living document in April 2021 titled *Building Ethical and Equitable Partnerships in the Performing Arts (BEEP)*. While APAP is a national arts organization focused on the touring, booking, and presenting side of the dance sector (APAP, n.d.), their working group, the APAP Equitable Partnership Working Group, “communicates the true costs and opportunities on all sides of engagement: what do an artist, an agent, a manager, a producer, a presenter, an arts worker, an audience member, and a community need to thrive and how can we achieve that outcome in every situation?” (APAP 2021). This holistic approach to solving a sector-wide issue examines the entire system of dance production, not solely the dancer/choreographer perspective or that of the presenter/institution. By including representatives from all areas of the dance ecosystem, sharing and transparency are prioritized within this framework and create a collaborative effort from multiple vantage points.

National working groups have vocalized the need for systemic change to shift an unsustainable framework to one holistically supportive of a dancer’s career. Creating New Futures has crafted guidelines to address the pay disparities related to the transactional nature of the dance sector, while adhoc groups for Dance/USA and the Association of Performing Arts Professionals are working to repair presenter/institution-dancer/choreographer relationships. These efforts made by Creating New Futures,

Dance/USA, and APAP are changing the economic landscape of the dance sector to craft an ecosystem of balance and sustainability.

3.9 Summary

This chapter explored the diverse career paths of dancers in the United States emphasizing the need for multiple income streams to sustain a career in the arts. It addressed challenges such as low wages, physical demands, and the importance of a secondary income. However, positions throughout the dance ecosystem often fall victim to systematic devaluation, affecting a dancer's financial stability and lack of health insurance and paid time off. Unionization is offered as an option to collective bargaining to increase wages and improve working conditions, but union fees and artist autonomy may outweigh a dancer's desire to unionize if they are not already attached to an AGMA affiliate. Furthermore, dancers' entrepreneurial skills and spirit greatly aid in their ability to craft a career that is subjective to their idea of success, which may include varying levels of achievement through performance opportunities, mentorships, and recognition through awards and grants. Systems of support offered throughout the dance industry aid dancers/choreographers as they navigate their careers and continue to provide hope that the dance sector will evolve into a more equitable, sustainable field.

CHAPTER 4. THEORETICAL FRAMEWORK

This research study investigates pathways dancers take to create and sustain careers within the dance sector through three lenses: occupation identity theory, motivation-hygiene theory, and transaction cost theory. This triangulated approach allows for multiple theoretical perspectives (Tibben 2015) and in this dissertation is used to interpret decisions made by individuals and organizations within the dance industry. Together, these theories contribute to understanding the intricate balance between individual needs and organizational dynamics creating a holistic lens that considers different aspects and dimensions of the field simultaneously.

First, occupational identity theory focuses on how individuals derive their sense of self and identity from their occupation (Skorikov and Vondracek 2011). It suggests that people not only work for financial reasons but also for the fulfillment of their identity needs (Bain 2005). This theory emphasizes the importance of aligning one's values and identity with one's chosen occupation (Menger 2001). Next, the motivation-hygiene theory posits that there are factors in the workplace that can either motivate employees or cause dissatisfaction (Herzberg, Mausner, and Snyderman 1959). The presence of motivating factors, such as recognition and responsibility, can enhance job satisfaction, while the absence of hygiene factors, like fair pay and comfortable working conditions, can lead to dissatisfaction (Herzberg, Mausner, and Snyderman 1959; Sachau 2007; Waltman et al. 2014). Lastly, transaction cost theory focuses on understanding the factors that influence the cost of conducting economic exchanges, such as the buying and selling of goods and services (Drumm 1999). It suggests that organizations choose governance structures that

minimize transaction costs, considering factors such as the complexity of the task and the level of uncertainty involved (Williamson 1979).

Occupational identity theory and motivation-hygiene theory both speak to the individual's experience within the organization. Job satisfaction, motivation, and identity fulfillment are all intertwined. Meanwhile, transaction cost theory provides a broader organizational perspective, examining how structures and processes can influence these individual experiences. These three theories are woven together to create a holistic theoretical framework that examines a dancer's career, its sustainability, and the dance sector's workplace environment from an individual, organizational, and economic perspective. Table 4.1 displays each theory and its connection to the research, while Figure 4.1 illustrates the circular nature of the three theories and their influences on each other.

Table 4.1 Relationship Between Theories and Research

Theory	Relationship to the Research
Occupational Identity Theory	This study investigates how the self-identification of dancers impacts their work inside and outside of the dance industry through career hyphenation.
Motivation-Hygiene Theory	This study examines how workplace conditions within the dance ecosystem (motivation and hygiene) affect their sustainability.
Transaction Cost Theory	This study analyzes the economic framework of the dance sector, including contracting and wage decisions made by organizations.

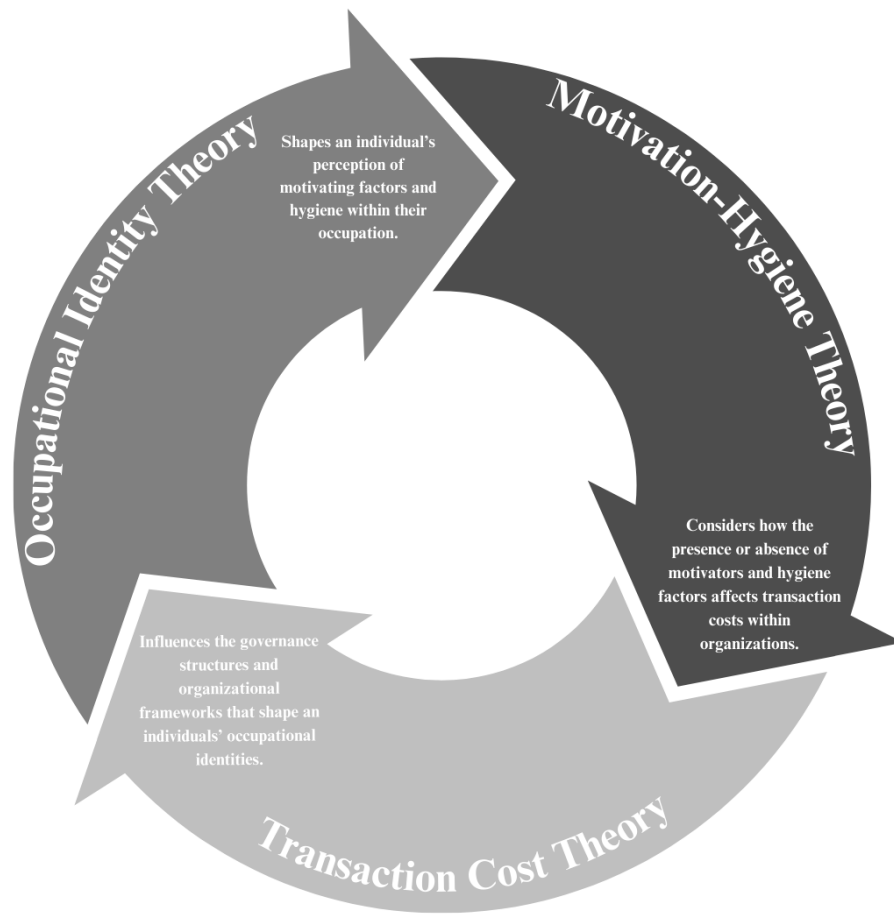


Figure 4.1 Triangulated Theory Cycle

4.1 Occupational Identity Theory

While occupational choice “postulates that each person chooses an optimal occupation or pattern of occupations based on his talents and access to investment capital” (Filer 1986, 412), occupational identity “refers to the conscious awareness of oneself as a worker” (Skorikov and Vondracek 2011, 693) and assumes that a person’s work, or labor, helps to define a significant sense of self and, by extension, the society in which they live (Skorikov and Vondracek 2011). In her article “Constructing an Artistic Identity,” Alison Bain writes, “waged work can be a principal source of individuals’ self-confidence and self-fulfillment, while it can also be crucial to the establishment of their standard of living

and to their status as citizens” (Bain 2005, 26). She breaks it down to the relationship between one’s “occupation, or profession, their ideologies, cultures, and institutions, their effects on lifestyle choices, and their influence on personal identity and self-image formation, maintenance, and reproduction” (Bain 2005, 26). However, defining an artist’s occupational identity is difficult because they are often part of multiple workplaces, not just one. The patchwork nature of an artist’s career can cause their sense of occupational identity to be fractured.

Pierre-Michel Menger sees the gradual transformation of the arts sector as a progressive disaggregation of data regarding labor demand (Menger 2001). Disaggregating the data allows for a more nuanced and detailed analysis, considering factors such as skills, education, industry trends, and regional variations (Hawkes et al. 2022). Menger refers to this as a “segmentation” (2001, 242) of the labor force in the arts, which he further suggests has been “forerunners in experiencing the trend toward increasingly flexible labor markets; I should even say, toward the hyperflexible market; freelancing means indeed that one may be hired for only two or three hours, without any costly dismissal procedures” (Menger 2001, 250).

Ultimately, this disaggregated sense of identity that Menger describes can be defined as the liminal space between the overvalued end product and the undervalued creative process required to create it as segmented. And Bain agrees, quoting Caterina Pizani, on the key definition of a “hyphenated artist,” which she described as “what artists become when they juggle salaried work in areas not directly related to their art in order to survive financially” (2005, 40). When it comes to this hybrid identity that professional artists must patchwork together into a marketable individualism that

simultaneously sustains and innovates, Bain also warns that within the arts sector, it is “commonly assumed that a fine art identity must be primary, dominant, and consistent to be authentic” (Bain 2005, 41). All of the hyphenated examples throughout Chapter 2 and Chapter 3 start with the profession/identity of the dancer and then include supplementary identifiers listed second, regardless of which occupation provides the primary income.

Skaggs and Aparicio (2023) posit this emphasis on the artistic element of an occupational identity as the most dominant. In their paper “Workers and Work in the Arts: Definitional Challenges and Approaches to Collection Action Among Arts and Creative Workers,” they begin by differentiating between artists, who make the artwork, and creative workers, who support through curation, management, production, etc. of artworks (2023). The term artist, however, still feels like it becomes enigmatic, while creative workers point to the more technical (craftsperson-like) skills required to navigate an artistic guild/organization. Interestingly, the authors situate the artist as the primary creator and the creative worker as the secondary to the artist, which reinforces Bain’s assumption that artistic occupational identities are more important (primary) while additional identities are supplemental.

Due to the segmentation of the artistic workforce, occupational identities emulate multi-hyphenate profiles. Menger suggests that the entire structure of the arts sector could be best conceived as a “monopolistic competition”, which is the need for an artist’s reputation and skills to be in demand while also forcing them to act as micro-firms (Menger 2001, 248). He defines the associated splintering of artistic occupational identities within this structure as “acts to supply work in several related markets and to perform various occupational roles” (Menger 2001, 248). Duffy’s 2021 text, *Careers in Dance: Practical*

and Strategic Guidance for the Field, outlines the importance of these roles both in and outside of the dance industry and their necessity to sustain a dance career.

As artists gradually create patchwork identities for themselves in an increasingly project-based market, Menger also notes its effect on arts institutions, writing that “organizational flexibility in the arts indeed plays a major causal role in structural oversupply. Employers in project-based organizations seek to draw from a large pool of artists and personnel to build efficient and well-matched teams since they may gain from the variety of talents and skills at hand, and to reduce overheads” (Menger 2001, 249). What makes this problematic is how the professional category of artists across disciplines requires performers, especially, to develop their sense of individuality as a form of capital. In her article, Bain (2005) suggests that artists are forced to capitalize on developing a marketable persona, which stems from the drive to be innovative and original, the desire to stand out among their peers. “In this market-savvy entrepreneurial role,” she writes, “artists are encouraged to exaggerate and exploit their individuality and to feed into popular myths to reinforce their occupational authenticity” (Bain 2005, 29). To this point, dancers are told they need to stand out by sharing their experiences as a performer online through social media or on personal websites (Jones 2021). This reiterates that dancers are their own micro-firms and brand popularity based on their occupational identity is tied to the amount of work they are offered and therefore, the sustainability of their career within the dance industry.

Bain summarizes an increased sense of self by comparing Tokyo factory workers and Berlin police precincts to that of visual artists, writing that “individuals derive a sense of self not only from work but also from a shared workplace culture. Many artists do not

share this privilege. Without the physical environment of the workplace in common, myths and stereotypes provide ready-made stories of the self that become a vital source of information about what it means to be a professional visual artist and how that identity can be appropriately expressed to others” (Bain 2005). While dancers share common workspaces (studios, stages, etc.), those locations are often temporary.

The historical transformation of the artist’s role into a mythical figure occurred with the rise of the Renaissance and its subsequent archetypal definition in Romanticism. Before the Renaissance, the codification of techniques and skills associated with craftsperson labor developed into the hierarchical structure of guilds (Bain 2005). But with the glorification of the artist during the Renaissance, when they began to be treated as oracle-like geniuses and innovators, the artist's role became highly individualized because of its emphasis on being “originality-seeking” (Bain 2005, 28). Bain found that “this notion of separateness came to be regarded as an essential quality of any true artist” (Bain 2005, 28).

However, it is in the era of Romanticism that this seclusion gets translated into an increasingly dangerous stereotype, the trope of the “starving artist” (Bain 2005, 29, Baumol and Bowen 1965, 495). Bain writes that “the glorification of the artist as Bohemian is problematic; while it might elevate individuality and the idea of genius, it underplays the socioeconomic loss that artists accrued through the demise of the guild system and their status as an intellectual elite” (Bain 2005, 29). With the loss of guild systems among craftspeople, artists not only became detached from the mainstream lifestyles, but they also lost any sense of hierarchical and organizational tethering. This isolation, segmentation, or

disaggregation of the artist transformed into an organizational outlier (and burden) as the moment Menger's "hyperflexible market" (2001, 250) comes into play for the arts sector.

With the rise of the starving artist stereotype, modern society's definition of the arts drastically changed, as did public opinion about the value of an artist's work, especially in the labeling of an artist's creative process as a leisurely or recreational activity, thus rendering it as unworthy of being considered "real work" (Bain 2005, 38). Bain writes, "so pervasive is this conception of 'real' work that it becomes difficult to insert an understanding of artistic practice into this image [...] Much of this misunderstanding comes about because the work of artists suggests freedom, choice and creativity, attributes that others generally associate with their leisure activities" (Bain 2005, 38). Baumol and Bowen point out that the glamorization of the starving artist trope is damaging to an artist's livelihood as poverty "deprives him of energy, time, or even equipment with which to create or perform." (1965, 495). The public disregard for the artist's process that "the low value attributed to creative labour³ also relates to a tendency among the art-buying public to glorify the end-product rather than the process it takes to achieve a work of art from an initial idea." (Bain 2005, 38). Along with space, materials, time to be creative, and medium-specific characteristics, the work of an artist becomes invisible labor when observing the end product, a trend also seen within the dance sector. Bain then makes the point that "evidently, a significant amount of work autonomy is a fundamental component of artistic practice; each artist not only has the freedom and flexibility to decide when and for how long she or he will work, but she or he also controls the pace, intensity, and quality

³ Two different spellings for labor/labour are seen throughout this research due to spelling norms in the United States and United Kingdom.

of creative output. For many artists, however, this flexibility and control translates neither into a light work routine nor permits an easy distinction between the time spent in work activities and that spent in non-work” (Bain 2005, 39).

At the same time that artists are considered to be engaged with nonwork-related activity in the act of being creative, they are also expected to produce high-grade products without the time, space, energy, and materials to make it happen. While Bain’s fascination focuses on the spatial aspects of an artist’s work (specifically, the lack of a singular workspace), the friction created between the mythology and reality of an artist’s identity creates this occupational dissonance where the boundaries between work and non-work become indistinct.

Another key aspect of an artist’s occupational identity is the role of rejection, for which Rachel Skaggs creates a 3-part management framework. She recognizes that the phenomenon of rejection maintains a perpetual presence in the professional trajectory of an artist’s work (Skaggs 2018, 150). Various regular aspects of the artistic sector fall prone to the competitive nature of capitalism, including the rivalrous elements of audition processes and funding opportunities. Skaggs’ suggestions for lessening the impact of inevitable moments are clear: (1) rejection must be normalized, meaning it must be integrated part of an artist’s everyday work; (2) interaction with gatekeepers is key to managing expectations and gathering feedback about overcoming rejection; and (3) collaborating with peers can mitigate the risk of rejection by a substantial percentage (Skaggs 2018, 151).

When it comes to normalizing rejection or failure, the notion of auditions comes to the forefront in the dance sector. It is not uncommon to be trained, formally and informally,

that rejection is part of the process of achieving one's artistic goals as a performer (Holmes 2022). It is also common in the realm of choreographic residencies, awards (Bessies, Doris Duke, etc.), and festival circuits to face rejection from being curated, produced, and valued as an artist until a more full-fledged form of individualized capital springs forth from the work. The Artistic Director of FACT/SF, a San Francisco-based contemporary dance company, states that "funders are more inclined to fund those who have already received funding" (Rizzuto 2022), further acknowledging the ongoing desire for acceptance through financial means (jobs, grants, awards, etc.).

Skaggs' discussion about interacting with gatekeepers (Skaggs 2018) is one of the most important methods of finding a pathway into the dance industry. While musicians at the song club she observed were deterred from having any kind of interaction with visiting publishers, the culture of dance is much more inviting when it comes to receiving direct feedback from professional dancers who conduct auditions, teach masterclasses, or adjudicate creative work (Wingenroth 2022). One of the most common ways for dancers to be cast in a choreographer's work currently is to take their class (assuming that they regularly teach, which is often required for dancers working at a professional level). A choreographer's creative process is built into their pedagogy, therefore taking their class is the same as learning their technique and participating in an ongoing informal audition (Peters 2009).

Collaborating with peers is where dance and music show the clearest deviation from each other in terms of managing rejection. Where musicians are often encouraged to collaborate on songs (Skaggs 2018) (e.g., as a producer/featured musician relationship or co-songwriters), dancers and choreographers are more hierarchical. Principal dancers are

more often treated as muses, and though they may be the more visible artist, the choreographer still gets more acclaim and pay. The dancer is used as a vessel for the choreographer's vision, whereas, in music, the featured vocalist or performing musician on a producer's track is often the more sought-after aspect. In music, the soloist is primary to the producer or songwriter, while in dance, the soloist is secondary to the choreographer.

The examination of occupational identity in the arts, particularly for professional dancers, reveals a complexity of factors shaping self-perception and societal views. The historical transformation of the artist's role, the "starving artist" stereotype, and challenges of reconciling primary artistic identity with supplementary roles within a hyperflexible market, further complicate the ways in which dancers self-identify. Additionally, maintaining authenticity within a fragmented occupational identity also proves difficult within a project-based field.

4.2 Motivation-Hygiene Theory

Motivation is crucial to dance careers as sustained practice and personal fulfillment are vital components of occupational longevity. Motivation-hygiene theory (Herzberg, Mausner, and Snyderman 1959), known as Frederick Herzberg's two-factor theory, suggests there are certain factors in the workplace that cause job satisfaction (motivators) and others that prevent dissatisfaction (hygiene) (Waltman et al. 2012). This theory was developed following a study conducted by Herzberg, Mausner, and Snyderman, who inquired about "a time when you felt exceptionally good or a time when you felt exceptionally bad about your job" from a sample of 200 engineers and accountants (Herzberg, Mausner, and Snyderman 1959, 35). The study's results found "that most of the stories about job satisfaction involved opportunities for employees to experience

achievement, recognition, interesting work, increased responsibility, advancement, and/or learning. Most of the stories about job dissatisfaction involved unfair company policies, incompetent or unfair supervisors, bad interpersonal relations, unpleasant working conditions, unfair salary, threats to status, and job insecurity” (Sachau 2007, 379).

The themes that emerged from the study were broken into two separate categories: motivation and hygiene. In Sachau’s analysis of motivation-hygiene theory, he highlighted Herzberg’s notation that “the most important difference between the motivators and the hygiene factors is this: The motivator factors all involve psychological growth; the hygiene factors involve physical and psychological pain avoidance” (2007, 380). These factors, growth needs (motivation) and avoidance needs (hygiene) (Purdy 2008, 14-15), are outlined in Table 4.2.

Table 4.2 Motivation-Hygiene Factors

Motivation Factors	Hygiene Factors
Recognition	Salaries
Advancement	Policies
Job Enhancement	Working Conditions

Putting this theory into practice, MacDougall created four employee profiles utilizing Herzberg’s motivation and hygiene factors while examining ways to revive organizational environments within the nonprofit sector. Outlined in Table 4.3: *Possible Job Profiles Utilizing Motivation-Hygiene Theory*, MacDougall (2009) positions most nonprofit workers into the category of “Low Motivation/High Hygiene: “I’m All Right, Jack” and states, “although they enjoy their interpersonal relationships and other hygiene factors,

they lack motivators such as a sense of achievement and opportunities for advancement” (23). As the turnover rate is high within the non-profit sector (Robineau, Ohana, and Swaton 2015), MacDougall (2009) suggests organizations offer opportunities for growth, dismantle hierarchical systems, and create tasks that employees find increasingly challenging.

Table 4.3 Possible Job Profiles Utilizing Motivation-Hygiene Theory

Possible Job Profiles	Description of Employee
High Motivation/High Hygiene: “Best of All Worlds”	In this category, both motivator and hygiene factors are strongly present, and employees are completely satisfied and happy. They’re excited by the tasks and the job itself. The nature of the work is challenging. Needs for achievement and recognition are being met and will lead to positive long-term effects. In addition, the employee isn’t dissatisfied with the hygiene elements such as organizational policy, job security, and interpersonal relationships.
High Motivation/Low Hygiene: “Starving Artist”	This type of employee is both happy and unhappy. “Starving artist” employees find the work satisfying but aren’t pleased with such factors as organizational policy, job security, and quality of supervision.
Low Motivation/High Hygiene: “I’m All Right, Jack”	Employees in this category are unhappy with long-term aspects of the job, such as feelings of achievement and a belief that the job will lead to growth and opportunity. On the other hand, these workers are satisfied with organizational policy, relationships with peers, and personal work-life balance. Unfortunately, these hygiene factors tend to be cyclical in nature and don’t fulfill the complex needs for recognition and increased job capacity; thus, they aren’t enough to lead to superior performance.

Table 4.3 (continued)

<p>Low Motivation/Low Hygiene: “Down & Out”</p>	<p>Staff members in this category are unhappy with every aspect of the job. They aren’t being fulfilled in any way, and it’s possible that the job itself can’t be enriched. You can be sure that an employee in this group is looking for a new job.</p>
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For dancers, motivators include factors that are intrinsic to them as individuals (Stuart 2009). These include their passion for dancing, artistic growth, and autonomy (Aujla and Farrer 2016). Thus, a dancer's feeling of fulfillment in their art can contribute to job satisfaction and therefore, high motivation. Hygiene factors include working conditions (lack of structure), salary/wages (low pay), organizational policies (lack of formality), and interpersonal relationships (work-life balance), which are noted as challenges in the dance industry, equating to low hygiene (Aujla and Farrer 2016). When referencing MacDougall's job profiles, a dancer’s high motivation and low hygiene are categorized as the “starving artist,” a trope previously analyzed by Bain. However, the reasoning behind the term, “starving artist” in MacDougall’s context references the dancer’s employee experiences of simultaneous contentment and dissatisfaction (MacDougall 2005), leaving the employee (e.g., dancer) vulnerable within an unstable occupation. Nevertheless, “dancers felt that the benefits and satisfaction they derived from their work far outweighed the difficulties” (Aujla and Farrer 2016, 9), making it complicated for dancers to move from the “starving artist” profile to the idyllic “best of both worlds” title.

Shifting to additional organizational inequities that lead to low hygiene, Skaggs and Aparicio discuss the Advocates for Antiracism group (A4A), an informal task force formed

by creative workers at the MoMA to counter institutional racism. “Advocates for Antiracism (A4A) focused on bringing attention to the museum’s majority-white creative workforce and demanding changes. They proposed an overhaul of hiring practices and outreach strategies with an emphasis on racial justice-which some of them believed should be part of the next union contract negotiation [...] But A4A was vastly ignored by the museum administration. This shows that there are limits to worker voice in organizational structures through collective bargaining because historical racial exclusion has traditionally been left out of union negotiations as systems of representation even though BIPOC workers in the US predominantly support unionization” (Skaggs and Aparicio 2023, 3-4).

Skaggs and Aparicio’s discussion regarding collective bargaining at the Museum of Modern Art (MoMA) seems particularly useful because it mirrors some of the unionization efforts utilized recently in the dance field by the artists’ union AGMA. One of the first things that surfaced was the difference between average contract negotiations in other professions: “During contract negotiations, MoMA employees demanded benefits that are common to other jobs such as annual salary raises; health and welfare benefits; pension; and leaves and vacations. But they also made specific claims that delineated their work in the art museum field, such as art research sabbaticals, paid time to visit galleries and studios, and generous travel stipends” (Skaggs and Aparicio 2023, 3). The public contract dispute between AGMA dancers and Alvin Ailey Dance Theatre in 2022 focused on both an increase in pay and weeks of guaranteed work, moving from a 35-week to a 43-week contract in order to “safely rehearse repertoire and keep their bodies in condition during a long and grueling season” (AGMA 2022). The dancers also added that “Alvin

Ailey Artists have significantly more performances each year than Artists at peer companies, their Artists are compensated well below the national standard in terms of guaranteed work weeks, salary, and overall career earnings. Meanwhile, the compensation for Alvin Ailey’s highest-paid executives stands at the very top of the market in the dance world” (AGMA 2022). While it is clear that the Ailey dancers are motivated to continue training and performing at a high level, they are also driven to dismantle the “starving artist” structures within the company leading to the MacDougall’s optimal “best of both worlds” profile.

Herzberg’s motivation-hygiene theory provides valuable insights into understanding job satisfaction and discontentment in diverse organizational settings. The challenges faced by dancers, as exemplified by the “starving artist” profile, reflect the delicate balance between high motivation and low hygiene. This two-factor system provides a lens through which we can analyze and improve organizational environments, fostering both individual fulfillment and systemic equity.

4.3 Transaction Cost Theory

While occupation identity theory and motivation-hygiene theory address the individual, Oliver E. Williamson’s transaction cost theory aims to answer the question of when activities would occur within the market and when they would occur within the firm (organization/ business) (Greve and Argote 2015). The comparative costs of planning, adapting, and monitoring task completion are also analyzed in this theory, as Williamson believed that each transaction produces costs beyond the good or service being exchanged (2016). While Williamson acknowledges that some transactional obligations are more linear than others, the complexity of contracts are “costly to write and enforce” (2016, 212)

Therefore, in order for companies and organizations to maximize profits, the transaction costs must be low.

Within transaction cost theory, transactions themselves are described in three characteristics: frequency, uncertainty, and asset specificity (Williamson 2016). Each attribute is unique to the specific transaction, and the terms and conditions of contracts are based on these individual details. Even the uniqueness of a contractor or employee’s skills is valued only to the extent of the service needed at that particular time for that specific need (Williamson 2016). The relationship between the working parties also adds to the efficiency of a transaction. Williamson compares the friction found in mechanical systems to those in economic relations. Communication breakdowns, conflicts, and delays can add to transactional costs (Williamson 2016).

When considering the dance sector, which includes various elements such as dance companies, choreographers, dance performers, and related organizations, transaction cost theory offers insights into the costs associated with organizing and coordinating dance-related activities. These can include negotiating contracts, smooth communication between choreographers, dancers, tech crews, and presenters, and costs including for auditions. Additional ways in which transaction cost theory attributes relate to the dance industry are found in Table 4.4.

Table 4.4 Frequency, Uncertainty, and Asset Specificity in the Dance Sector

Characteristic	Definition	Dance-Related Example
<p>Frequency: Number of times a transaction takes place.</p>	<p>If a transaction is a one-off transaction, it will not be efficient to devote significant resources to its coordination and control.</p>	<p>One-time teaching opportunities or performances like dance masterclasses or informal showings.</p>

Table 4.4 (continued)

<p>Uncertainty: An imperfect knowledge about an event and its outcome.</p>	<p>Transactions that require commitment over a longer period of time will experience a higher form of uncertainty than those that are executed on “spot markets” because one does not have the means to predict the future.</p>	<p>Commissioned dance performances have several variables; dance performances can be canceled, production timelines can shift, members of the artistic team can be injured or sick, and lengthy rehearsal processes can be difficult to schedule.</p>
<p>Asset Specificity: The transaction in which the investments in an asset would only be valuable from their use of the specific transaction</p>	<p>Transaction costs will tend to be reduced in a hierarchy than in a market, i.e., vertical integration.</p>	<p>Dance companies may use their own designers (costume, lighting, etc.) and ask for volunteers to usher their performances instead of contracting these services out. They may also purchase their own transportable dance flooring instead of relying on external providers.</p>

As one of the most used economic frameworks in history, transaction cost theory is significant in the areas of finance and investments. However, experts in public policy, human resources, and even hospitality services have utilized the theory in their fields. Due to the theory’s emphasis on the completion of contracts, transactions, and the ways in which they are interpreted, agreements are being streamlined for efficiency and relational success (Drumm 1999). While no scholarly research directly connects transaction cost theory to the dance sector, the cost of transactions and their influence on the sustainability of a dancer’s career is present.

According to Williamson, “a transaction occurs when a good or service is transferred across a technologically separable interface” (Drumm 1999). In the dance field, services exist in movement; teaching movement, choreographing movement, and performing movement. The service interface transfer is in the dance studio or performance space. However, monetary transactions in dance typically do not occur until the service is complete. Additionally, the functionality of transaction cost theory focuses on the mechanical smoothness of the transaction and the relational behaviors of those involved in the exchange (Drumm 1999). Withholding payments owed to dance artists until the end of a job creates tension between the employer and employee as prep time and rehearsals leading up to performances remain unpaid until after the performance is complete, connecting back to Bain’s glorification of the end product, not the creative process.

This unethical practice of payment withholding recently peaked as freelance artists who have successfully navigated their dance careers before COVID-19 battled with presenters over cancellations and contract nuances of force majeure clauses (Kourlas 2020). Gia Kourlas (2020), a renowned dance critic for the *New York Times*, reflected on the disparities within the dance sector and exposed institutions whose transactional relationships continue to cause harm. While transaction cost theory analysis examines the “comparative costs of planning, adapting, and monitoring task completion under alternative governance structures” (Williamson 2016, 212), many organizations that employ dance artists only focus on the cost of the end product, not the expenses associated with the creative process (the transaction costs).

Due to the lack of holistic funding in the dance industry, frequency, uncertainty, and asset specificity are the core of sustainability issues. Suppose a dancer is only working

on one project with an organization. In that case, the resources will be limited because of the project's duration, and multiple jobs will be necessary for their livelihood. However, those dance artists employed for extended commitments within a singular organization or company are offered strengthened stability and creative opportunities, which decreases job uncertainty and increases the frequency of employment.

As dance involves a myriad of transactions between choreographers, performers, and presenting organizations, understanding the costs associated with conducting dance-related activities is paramount. Transaction cost theory's emphasis of the efficiency of contracts and transactions illuminates the challenges faced by dancers, particularly in terms of payment withholding practices and the insufficient consideration of the creative process expenses. The COVID-19 pandemic underscored the real-life implications of dance industry costs and further proved the need for increased understanding and transparency of occupational transactions.

4.4 Summary

Occupational identity theory and motivation-hygiene theory illuminate the nuanced individual experience within an organizational context, interweaving attributes such as job satisfaction, motivation, and identity fulfillment. Concurrently, transaction cost theory assumes a more expansive organizational perspective, probing into the influences exerted by structures and processes on these individual phenomena. Notably, occupational identity theory adopts a micro-level focus on the individual, while transaction cost theory adopts a macroscopic stance, scrutinizing the overarching organizational framework. Motivation-hygiene theory encompasses both the macro and micro by focuses on the individual's satisfaction and environmental factors within their workplace. The combination of these

theoretical paradigms creates a comprehensive framework that develops the intricate interplay between individual necessities and organizational dynamics. This synthesized approach provides a holistic lens through which to examine a dancer's career trajectory, its sustainability, and the environment of the dance sector's workplace, encompassing individual, organizational, and economic elements.

CHAPTER 5. METHODOLOGY

This chapter outlines methodological choices that were made throughout the research process. To examine how dancers identify themselves, their primary and secondary sources of income, and any changes to their wages, contracts, and working conditions pre and post COVID-19 pandemic, a mixed methods design was employed. Specific methods and data analysis processes are also discussed.

5.1 Mixed Method Approach

Mixed method design “involves combining or integration of qualitative and quantitative research and data in a research study” (Creswell and Creswell 2018, 13) Pole describes this approach as “superior to single method designs” (Pole 2006, 36) since it combines methods to answer questions requiring both qualitative and quantitative inquiry and strengthens assumptions and conclusions by analyzing problems from multiple perspectives (Pole 2006).

The mixed method design allows researchers to analyze a research question from different dimensions, providing a more comprehensive understanding of the problem. Tashakkori and Teddlie’s *Putting the Human Back in “Human Research Methodology”*: *The Researcher in Mixed Methods Research* illuminates how mixed methods have a “potential for a broader understanding of social issues [...] and provides more robust opportunities for devising policies and practices to implement positive change” (2010, 272-273). The scholars further describe mixed method researchers as everyday problem solvers who utilize multiple pathways to construct a “humanistic framework” through multifaceted approaches (Tashakkori and Teddlie 2010, 273-274). This holistic approach allows for an

in-depth exploration of research questions by analyzing not only the “what’ but also the “why’ and the “how.”

5.2 Quantitative Methods

Quantitative research examines “the effects of specified circumstances (independent variable) on an outcome of interest (dependent variable) in ways that can be expressed numerically” (Lakshman et al. 2000, 369). The main purpose of this design is “to build accurate and reliable measurements that allow for statistical analysis” (Goertzen 2017). This method “attempts to investigate the answers to the questions starting with how many, how much, to what extent” (Rahman 2017, 105).

According to Goertzen (2017), there are six key characteristics of quantitative research. These include:

- It deals with numbers to assess information.
- Data can be measured and quantified.
- It aims to be objective.
- Findings can be evaluated using statistical analysis.
- It represents complex problems through variables.
- Results can be summarized, compared, or generalized.

These characteristics are found throughout quantitative research designs including experiments, casual-comparative research, and correlational designs (Creswell and Creswell 2018, 13-14).

One primary design with quantitative research is survey research, a method in which “the main characteristics are the data collected from a number of individuals using a systematic and standardized approach (e.g. questionnaire/structured interview

schedule/scales or tests) and that these individuals are a representative sample of the population under study” (Meadows 2003, 520). Furthermore, Floyd J. Fowler explains that surveys “document what people do and do not know” (Fowler 2014, 661). To investigate dancers’ self-identification, their primary and secondary sources of income, and any changes to working conditions, contracts, and wages pre and post pandemic, and to help fill a significant research gap regarding quantitative data within the dance sector, a survey was selected as my quantitative research method.

In terms of the design process for quantitative research, elements include includes (1) introduction to a study that includes the purpose and research questions; (2) theoretical perspectives or models; (3) methodology that encompasses sampling and an evaluation of external validity, instrumentation that may include an evaluation of construct validity, experimental design that includes an evaluation of internal validity and data collection, and data analysis that includes an evaluation of statistical conclusion validity; (4) reporting the results; and (5) conclusions and implications (Harwell 2011, 150). However, Michael J. Albers illustrates his interpretation of quantitative research study as a cyclical model, as opposed to a linear structure (Albers 2017, 220). In his model (Figure 5.1), “the research question, the methodology or data collection, and the analysis are all deeply interconnected and form a recursive integrated loop” (Albers 2017, 220). This holistic approach to quantitative research emphasizes the importance of each element within the research design and their impact on the analysis. Additional information regarding future plans to build on this dissertation survey data utilizing Albers’ circular analysis can be found in Chapter 7.

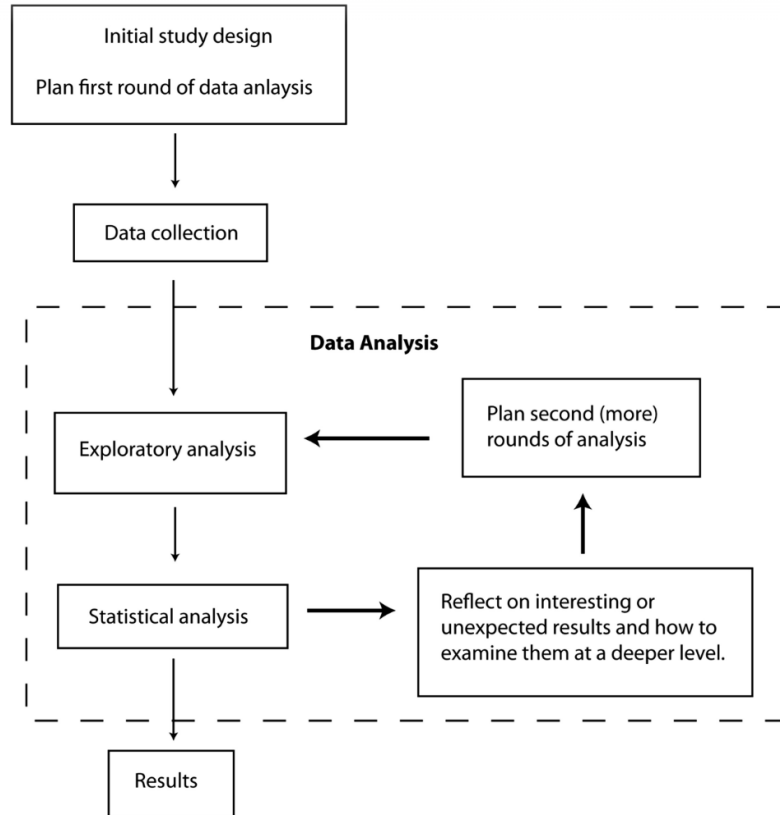


Figure 5.1 Michael J. Albers' Cyclic Nature of Data Analysis

Advantages of quantitative research include replication due to standardized approaches which produce research framework documentation that can be easily shared and population representation that serve as a result of large data sets that can be generalized and representative of specific populations (Goertzen 2017). There are, however, some disadvantages. Lakshman et al. state a disadvantage of quantitative research, particularly with survey data collection, is “no matter how well a questionnaire has been developed, pretested and revised, some respondents may have problems of recall; some may misunderstand a question; a questionnaire topic may be too sensitive; a respondent might knowingly lie to project a desired image or because he or she fears a negative consequence of a truthful response” (2000, 370). Additionally, quantitative research has “tendencies of

taking a snapshot of a phenomenon” where specific variables are measured during precise moments in time (Rahman 2017, 106).

5.2.1 Surveys

A survey is “an approach to producing statistics about a population by asking questions, usually, of a subset of those in the population” (Fowler 2014, 660). This method maintains the uniformity of question order while not influencing the responders with voice inflections or varied explanations that typically occur during face-to-face interviews. The rationale for an online data collection tool is that electronic questionnaires are popular due to their cost-effectiveness and the ease with which data can be directly placed in spreadsheets for analysis (Coughlan, Cronin, and Ryan 2009, 12). While access can be a prohibitor of online surveys, it does allow the responder to easily complete the questionnaire on their own time without scheduling a phone call or face-to-face interview.

However, online surveys have significant limitations, particularly regarding validity. In *Limitations of Online Surveys*, Chittaranjan Andrade warns researchers that “research findings are of scientific value only if they can be generalized” (Andrade 2020, 575). It is impossible to generalize findings if the population is unknown (Andrade 2020, 575). Online surveys are frequently distributed “through individual emails, mailing lists, and social media platforms” (Andrade 2020, 576), making it challenging to identify the population.

5.2.2 Snowball Sampling

Snowball sampling is a recruitment tool where “a qualified participant shares an invitation with other subjects similar to them who fulfill the qualifications defined for the

target population” (Dusek, Yurova, and Ruppel 2015, 281). While this method has been historically utilized in qualitative research, quantitative methods, particularly survey design, have employed this approach as well (Dusek, Yurova, and Ruppel 2015, 281). Additionally, snowball sampling is employed when recruiting participants for sensitive research where “individuals and groups are often ‘hidden’ because openly identifying with specific factions or lifestyles can result in discrimination” (Browne 2005, 47-48). Social media is often utilized to assist a survey to “roll” (Parker, Scott, and Geddes 2019, 3) and sampling is typically complete “once a target sample size or saturation point has been reached.”

5.3 Qualitative Methods

Qualitative research “uses text as empirical material (instead of numbers), starts from the notion of the social construction of realities under study, is interested in the perspectives of participants, in everyday practices and everyday knowledge referring to the issue under study” (Flick 2007). This research process, which gained popularity within American sociology in 1910 (Taylor, Bogdan, and DeVault 2015), is now utilized in a number of applied fields and disciplines (Taylor, Bogdan, and DeVault 2015), as this design “is an approach for exploring and understanding the meaning of individuals or groups ascribe to a social or human problem” (Creswell and Creswell 2018, 4-5).

According to Borgan and Biklen (2007), qualitative research has five main characteristics. These include the research being conducted in its natural setting, the data collected utilizing pictures or words, and void of numbers, a focus on the process, not the outcome or product, the analysis of data being inductive, and the meaning of the research must be the main focus of the research. The authors explain that not all characteristics need

to be present in order for the research to be categorized as qualitative (Borgan and Biklen 2007). However, the degree to which they are utilized is important (Borgan and Biklen 2007).

In terms of approaches to qualitative research, Creswell and Creswell highlight six: descriptive method, narrative research, phenomenological research, grounded theory, ethnography, and case studies. A table describing each approach and its corresponding scholars can be found in Table 5.1. These approaches help to provide a direction for the research (Creswell and Creswell 2018).

Table 5.1 Qualitative Approaches and Scholars (Creswell and Creswell 2018, 4-5)

Qualitative Approaches	Corresponding Scholars
Descriptive Method: an approach to analysis where the researcher stays close to the data, uses limited frameworks and interpretation for explaining the data, catalogs the information into themes	John W. Creswell, J. David Creswell
Narrative Research: a design of inquiry where the researcher studies the lives of individuals and asks one or more participants to stories about their lives with the information retold or restoried by the researcher into a narrative chronology	Jean Clandini, Michael Connelly
Phenomenological Research: a design of inquiry coming from philosophy or psychology in which the researcher describes the lived experiences of individuals about a phenomenon as described by participants	Amedeo Giorgi, Clark Moustakas
Grounded Theory: a design of inquiry from sociology in which the researcher derives a general, abstract theory of process, action, or interaction grounded in views of participants	Kathy, Charmaz, Juliet Corbin, Anselm Strauss

Table 5.1 (continued)

<p>Ethnography: a design of inquiry coming from anthropology and sociology where the researcher studies the shared patterns of behaviors, language and action of an intact cultural group in a natural setting over a prolonged period of time</p>	<p>David Fetterman, Harry Wolcott</p>
<p>Case Studies: a design of inquiry found in many fields, especially in evaluation, in which the researcher develops an in-depth analysis of a case, often a program, event, activity, process, or one or more individuals</p>	<p>Robert Stake, Robert Yin</p>

Once an approach is selected, there are a number of ways to collect qualitative data. This includes interviews, which can be structured and unstructured, focus groups, group discussions, document collection, observations, images, and recordings collected (Payne and Turner 2008). The quantity of data produced by these methods can be overwhelming for the researcher, so it is important to create systems to manage the volume and storage of the data (Payne and Turner 2008). Data analysis software is recommended for larger projects and those with more than one researcher conducting the analysis (Payne and Turner 2008).

When it comes to the individual researcher, Creswell and Creswell describe qualitative researchers as those who “collect data themselves through examining documents, observing behavior, or interviewing participants” (2018, 193) Taylor, Bogdan, and DeVault (2015, 39) suggest that “in qualitative fieldwork, the best advice is to get your feet wet: enter the field, understand a single setting, and only then decide upon other settings to study” (Taylor). Through this immersive data collection experience, the researcher can “discover the participants’ inner experience, and figure out how meanings are shaped through and in culture” (Rahman 2017).

The advantages of qualitative research, outlined by Rahman (2017), include its flexible structure, a holistic understanding of perspectives, voices, opinions, and settings, and the ability to process information on a deeper level. This research approach is often utilized to comprehend complex issues and thread together outside dynamics that could affect the research's initial focus (Rahman 2017), making it an ideal framework for complicated analysis. The disadvantages of this method include small sample sizes that question the validity of its generalizability and long data collection and analysis timeframes that shift research questions as knowledge is gained throughout the research process (Rahman 2017).

5.3.1 Document Analysis

Document analysis is defined “as a systematic procedure for reviewing or evaluating documents, both printed and electronic material” (Bowen 2009, 27). However, using pre-existing texts as a form of research has been an underutilized form of qualitative research (Morgan 2022). While “documents can be analyzed as a way to verify findings or corroborate evidence from other sources” (Bowen 2009, 30) thus enriching the research process, some qualitative researchers have shied away from document analysis due to their aspiration for a more active approach in the field (Morgan 2022). Despite that, document analysis remains a valuable tool for researchers as it is unobtrusive, cost-effective, and lessens ethical concerns (Morgan 2022).

As a method that can be applied to both qualitative and quantitative research, document analysis may focus on the statistical explanation of data (quantitative) or concentrate on interpreting experiences (qualitative) (Morgan 2022). One of the most vital components of document analysis is document selection. Morgan's *Factors to Use for*

Selecting Documents figure (Figure 5.2) was utilized as a framework for this dissertation’s document selection process. These factors include authenticity, credibility, representativeness, and meaning (Morgan 2022, 71).

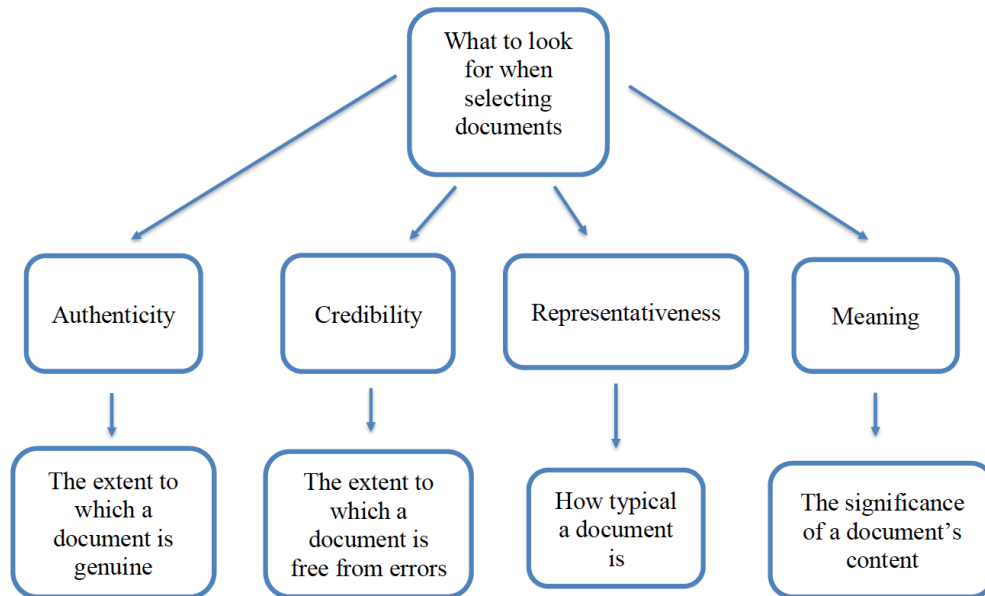


Figure 5.2 Factors to use for Selecting Documents

5.4 Rationale for Mixed Method Research Design

The research questions, “What pathways do dancers take to create and sustain careers within the dance sector?”, “How does their occupational identity influence the longevity of the profession?” and “What barriers within the dance ecosystem hinder sustained success?” obligates a multifaceted design to examine what pathways dancers take to create and maintain sustainable careers within the dance industry, the obstacles they encounter, and how their occupational identity affects the endurance of this chosen profession. As the dance sector has limited quantitative data available, it is vital to employ a mixed-method approach to capture a “numeric description of trends, attitudes, and opinions of a population” (Creswell and Creswell 2018, 12), particularly concerning wage

statistics. Additionally, document analysis of national dance working groups on equitable contracting will provide a greater context to efforts being made to generate collaborative partnerships and sustainable livelihoods within the dance industry.

5.4.1 Limitations

While mixed method designs are valuable at addressing complex research questions, they are not without limitations. Resource strain from multiple data collection and analysis processes can affect the time management of a research project, its funding sources, and the expertise needed to conduct the research (Halcomb 2019). It is also difficult to balance qualitative and quantitative data equally (Östlund et al. 2011). The actual “mixing” of these designs can also be questionable if qualitative and quantitative methods are simply being utilized, but not integrated (Halcomb 2019, Driscoll et al. 2007). Additionally, quantizing qualitative data can lose its multifaceted nature by transferring it into statistical measurements (Driscoll et al. 2007).

5.4.2 Survey

This dissertation utilized a descriptive survey to capture data on how dancers identify themselves, their primary and secondary sources of income, and their basic needs (livability). As descriptive survey research “offers a snapshot of the phenomenon being studied and is uncomplicated as it usually only involves single contact with the sample being studied” (Coughlan, Cronin, and Ryan 2009, 9), this is a suitable survey approach for research to investigate the pathways dancers take to create and maintain sustainable careers within the dance sector and how their occupational identity influences the longevity

of their chosen profession. The survey is also cross-sectional, “data collected at one point in time” (Creswell and Creswell 2018, 149), instead of longitudinal.

5.4.3 Survey Data Collection

The survey was conducted through a self-administered questionnaire. To enhance the identification of the survey population, the survey instrument initially targeted dancers in states with the highest employment rates of dancers, according to the most recent BLS occupational study (Figure 5.3). These included California, Illinois, Missouri, New York, and Texas. However, the need for national data on dancer wages and working conditions led to an open call for respondents who were professional dancers anywhere within the United States, not just states where limited data exists. Relating to distribution, connecting with local dance services, and presenting organizations were essential to address the additional disadvantage of poor response rates for online surveys (Coughlan, Cronin, and Ryan 2009), as these organizations assisted in promoting the survey and increased survey submissions. Social media postings promoting the survey on both Facebook and Instagram were also utilized.

Employment of dancers, by state, May 2022

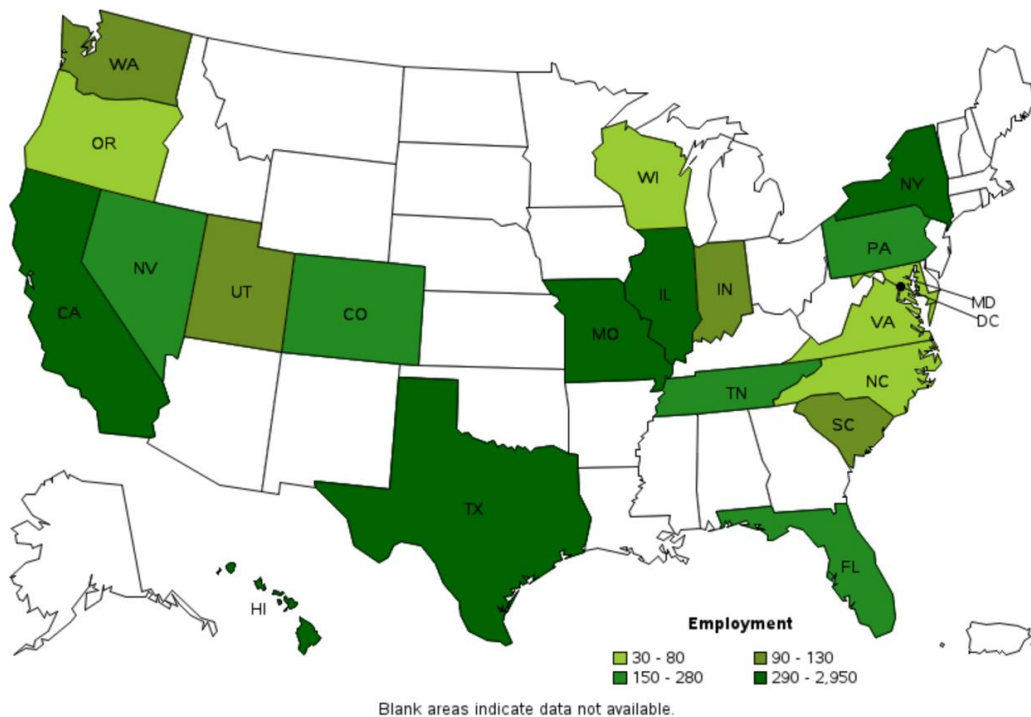


Figure 5.3 Employment of Dancers by State, Bureau of Labor Statistics, May 2022 (BLS 2023)

Known for its “networking characteristics and flexibility” (Parker, Scott, and Geddes 2019, 4) snowball sampling was utilized to increase the survey’s reach within the dance sector. An initial list of contacts, which included those within the non-profit and academic dance arenas, were electronically approached via email and asked to share and participate in the survey. The survey link, survey QR code, and distribution language were provided as recruitment tools. These contacts, referred to as “seeds” by Parker, Scott, and Geddes (2019, 3) continued to pass along the survey information to their colleagues, and the cycle repeats through the referral process. Parker, Scott, and Geddes also found that snowball sampling has increased with the rise of social media, a distribution approach that was utilized to share the survey easily.

The survey was comprised of twenty-three questions. The questions were divided into multiple sections: occupational information, financial information, self-reported

standard of living, and demographic information, with questions categorized as independent and dependent variables (see Table 5.2). The demographic section of the survey captured several variables to “paint a vivid picture of the cultural landscape” (Medina et al. 2020). Independent variables, “defined as those values which influence other variables” and dependent variables, “defined as those the values of which are influenced by other variables” (Andrade 2021, 178), were also included.

Table 5.2 Example of Survey Variables

Demographic Variables	Age, gender, race/ethnicity, disability status, union status, income bracket, occupational identity, location
Independent Variables	Earned revenue resources, contributed revenue resources, relocation
Dependent Variable	Basic needs afforded (self-reported standard of living)

Once the survey questions were solidified, recruitment and informational materials were drafted. A distribution list of 83 dance industry contacts was also created. Once these documents were finalized, an Institutional Review Board (IRB) application was submitted. IRB approval was granted in July 2023 and the survey was transferred into *Qualtrics*.

Following a week of survey testing with industry colleagues, data collection began August 1 and ended on September 30, 2023. In order to begin my snowball sampling, a recruitment invitation email was sent to previously mentioned dance sector distribution list. The email included the dissertation title, research questions, benefits for participating in the survey, number of questions, approximate time it would take to complete the survey, a link to the online, anonymous survey, and a request to share the survey within their circles.

Social media posts were also created for survey distribution and were shared throughout the data collection time period. The survey closed with 217 responses received. Due to snowball sampling the total population that received the survey via email or on social media is unknown.

5.4.4 Survey Data Analysis

The Applied Statisticians Lab at the University of Kentucky provided assistance with the survey data analysis and data visualization. Once the data collection period concluded, the data was cleaned to ensure data consistency. Descriptive statistics, including the mean, median, mode, and standard deviation were calculated. Text analysis was also performed to analyze the open-ended questions included in the survey. While correlation analysis was performed, only data from the descriptive statistics and text analysis were included in the dissertation findings as to not overwhelm the importance of the basic data retrieved. Data visualization included bar graphs, donut charts, and a geographic map.

5.4.5 Document Analysis

For this dissertation, a qualitative approach to document analysis was employed with the reflexive coding of themes emerging by reading the documents in their entirety and categorizing topics based on the content. Reflexive coding was vital to this process as it enables the researcher to engage in a continuous dialogue with the data by “reading, reflecting, questioning, imagining, wondering, writing, retreating, returning” (Braun and Clarke 2021, 332). In lieu of coding software, such as MAXQDA, which provides statistical data, document summaries were utilized to highlight key findings, which were later compared to one another to illuminate similarities and differences.

5.4.6 Document Data Collection

To begin the document selection, national working groups' websites within the dance sector formed during the COVID-19 pandemic were examined as these documents directly related to survey questions regarding pre and post pandemic contracting. Following the mass cancellations and limited contractual protections for dancers during this time, Dance/USA, APAP, and Creating New Futures invested resources that could be utilized to create a sustainable dance field, with a specific focus on equitable contracting. Each document was found to be genuine, as it came directly from the organizations/working groups. The credibility of the documents was sound and free from distorted perspectives as much as possible, as multiple voices were included in the crafting of the language. The documents clearly represent a snapshot in time and the concerns the pandemic had triggered in the dance sector.

5.4.7 Document Data Analysis

Following Morgan's document selection (Morgan 2022, 71), the document analysis itself occurred throughout the summer and fall of 2023. This included examining the construction of the national working groups, their guidelines and resources, and contracting document examples from these organizations to identify places where they overlap and differences in their recommendations through a practice-oriented approach. Practice-oriented document analysis consists of six conceptual components called "methodological moves" (Asdal and Reinertsen 2022, 7). The six conceptual components are: document sites, document tools, document work, document texts, document issues, and document movements (Asdal and Reinertsen 2022). While utilizing each of these elements would be

overwhelming, this dissertation focused on document movements as this method allows the researcher to “investigate, follow and examine” (2022, 127) the characteristics of a document and how it can incite and influence change. The documents examined (Table 5.3) directly result from a sector-wide uprising in response to the COVID-19 disruptions. Utilizing this approach to explore the dance industry’s call to action for transformational practices is appropriate. This method also enables the researcher to understand that documents do not live in solitude. To this point, the process included investigating the individual documents and their collective power as an interconnective structure.

Table 5.3 Sample Documents for Practice-Oriented Document Analysis

<p>Association of Performing Arts Professionals (APAP)’s Building Ethical and Equitable Partnerships (BEEP) in the Performing Arts</p>
<p>This document represents the work of APAP’s Equitable Partnership Working Group and illustrates ways the dance field can move towards ethical practices. Throughout the document, there is a call to cultivate a culture that builds relationships that are not purely transactional and reinforces the need for collaboration in contracting. This document also includes steps to ensure a sustainable future for the field of dance (APAP 2021a).</p>

Table 5.3 (continued)

**Creating New Futures: Working Guidelines for Ethics and Equity in Presenting
and Performances (Phase 1)**

This reference is unique as it was previously a living document, and the authors were constantly changing. Now in its final form, this 193-page document examines contracting, force majeure, and alternatives to cancellation (*Creating New Futures*, 2020).

Dance/USA's 2022 Equitable Contracting Resource

In collaboration with Stanford Law School, Dance/USA's Equitable Contracting Working Group created a four-document resource centered specifically on dance touring and presenting. The four documents include a cover memo, engagement agreement resource, additional provisions resource, and cheat sheet resource (Dance/USA n.d.-b).

Bowen (2009, 31) expresses limitations to document analysis as “potential flaws” rather than disadvantages. One of these drawbacks includes low retrievability. While APAP, DANC, and Creating New Futures have their documents as part of the public domain, Dance/USA requires a submission form to access its four resources; cover memo, engagement agreement resource, additional provisions resource, and cheat sheet resource (Dance/USA n.d.-b). The electronic form is easy to use and submit. Still, it does cause a delay in receiving their materials as a Dance/USA staff member must manually provide their contracting documents.

Advantages of this method include efficiency, availability, cost-effectiveness, stability, exactness, coverage, and lack of obtrusiveness (Bowen 2009). Additionally, document analysis “counters the concerns related to reflexivity (or the lack of it) inherent in other qualitative research methods” (Bowen 2009, 31) because the researcher is not observing the event. Rather, document analysis examines the results, response, and/or summary of what took place.

In terms of interpretation of the document analysis, Bowen’s recommendations of separating pertinent information from that which is irrelevant and re-reading the focused data to reveal patterns and themes was followed (Bowen 2009). Thematic elements discovered through reflexivity were coded, which “allows researchers to uncover unexpected meanings rather than summarize the data” (Morgan 2022, 73). This approach also allowed the coding to evolve throughout the process instead of starting with a fixed coding procedure. The main themes that emerged included the connection of the documents to the organization’s mission, the reason the documents were created, transparency of which members of the committees crafted the documents, the accessibility of the documents, and how the documents have incited change within the dance sector.

5.5 Summary

This chapter outlined the methodological choices made in the research process, focusing on a convergent mixed methods design to explore how dancers identify themselves, their income sources, and changes in wages, contracts, and working conditions pre and post the COVID-19 pandemic. The mixed methods approach, combining qualitative and quantitative research, is deemed superior for an increasingly comprehensive understanding of social issues and positive change implementation. The rationale for the

convergent mixed method design lies in the need for numeric trends in the dance sector, particularly wage statistics, where limited quantitative data exists. Methods for this dissertation research include a survey (quantitative) capturing data on dancers' identification, income sources, and basic needs, and document analysis (qualitative) examining national dance working groups' efforts during the pandemic to create equitable contracting in the dance industry.

CHAPTER 6. FINDINGS: NATIONAL DANCE SURVEY

To better understand the pathways dancers take to create and sustain careers in the dance sector and how their occupational identities influence the longevity of a dance profession, this chapter summarizes the findings of a national survey that captured data on how dancers identify themselves, their primary and secondary sources of income, and their basic needs (livability). The survey was open to professional dancers within the United States and serves as a snapshot of the dance sector. As there is a research gap in terms of quantitative understanding regarding a dancer's occupational identity and sustainable pathways for success, participation in this survey offered a great benefit to the dance industry through data analyzing the viability of a dance career, the ways in which dancers can be prepared for occupations within the dance industry, and dancer wages.

6.1 Survey Results

To better understand dance careers within the United States, professional dancers completed an anonymous survey on the platform *Qualtrics*. The survey consisted of 23 questions, and participants were free to skip any questions they did not wish to answer or discuss. Some questions allowed participants to select multiple answers. The survey was open from August 1-September 30, 2023. In all, 217 dancers responded.

6.1.1 Occupational Information

When describing their myriad roles within the dance sector (Figure 6.1), 163 (75.1%) identified as dancers, 137 (63.1%) as dance educators, 136 (62.7%) identified as choreographers, 92 (42.4%) as dance administrators, 35 (16.1%) as dance curators, and 20 (9.2%) described their role within the dance industry as “other.” Write-in answers included

a dance writer, rehearsal director, dance competition producer, writer/archivist, and dance company owner.

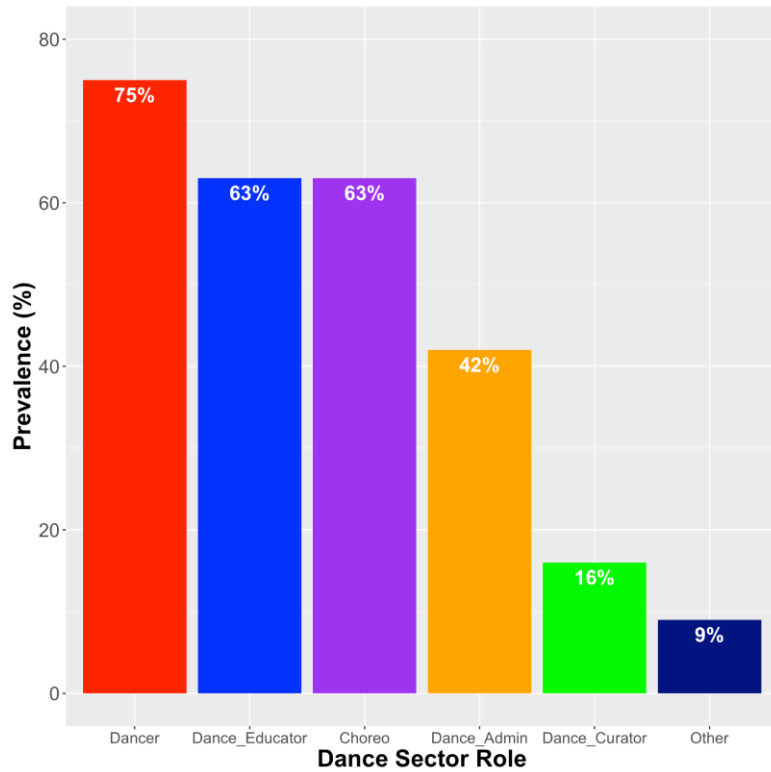


Figure 6.1 Dance Sector Roles

In terms of the number of distinct roles (Figure 6.2), 200 (92.2%) selected one or more occupations in the dance sector, 160 (73.7%) selected two or more, 124 (57.1%) selected three or more, 69 (31.8%) selected four or more, 28 (12.9%) selected 5 or more, and 2 (0.9%) selected 6 roles with the dance industry.

Distinct Dance Sector Count

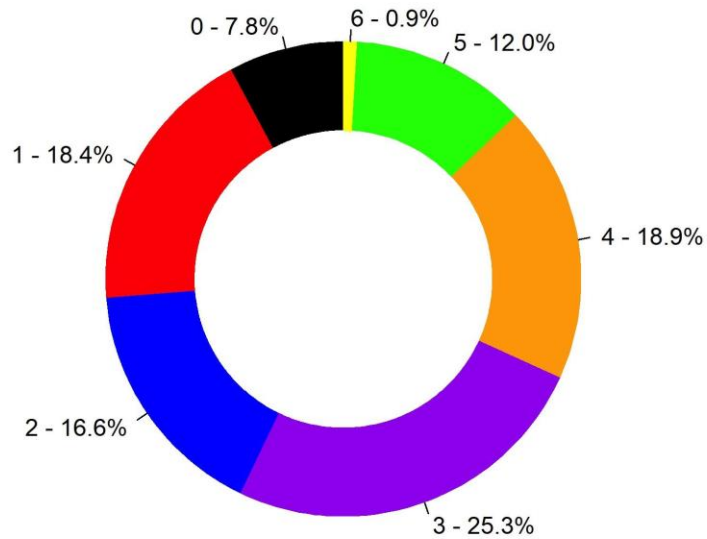


Figure 6.2 Number of Distinct Dance Sector Roles

Of the dancers surveyed, 202 (93.1%) were not unionized. Of the 15 (6.9%) that are unionized, 6 (2.8%) were members of the American Guild of Musical Artists (AGMA), 9 (4.1%) were members of the Actors' Equity Association (Equity), 4 (1.8%) were members of the American Guild of Variety Artists (AGVA), and 7 (3.2%) were members of the Screen Actors Guild- American Federation of Television and Radio Artists (SAG/AFTRA). The Choreographers Guild, established in 2022, did not have members represented in this survey. Of the 15 unionized survey respondents, 5 (33%) were members of multiple unions and 10 (67%) were part of a single union.

When asked about their current employment status (Figure 6.3), 87 (40.1%) identified as employed full-time (30+ hours/week) in the dance sector, while 36 (16.6%) identified as employed full-time in another sector. Of the 217 respondents, 69 (31.8%)

identified as employed part-time (under 30 hours per week) in the dance sector and 30 (13.8%) identified as employed part-time in another sector. Regarding self-employment, 78 (35.9%) identified as self-employed within the dance sector, while 21 (9.7%) identified as self-employed within a different sector. Only 5 (2.3%) were not currently employed in the dance sector, and 4 (1.8%) were not currently employed in another sector. One participant (0.3%) indicated that they were unable to work.

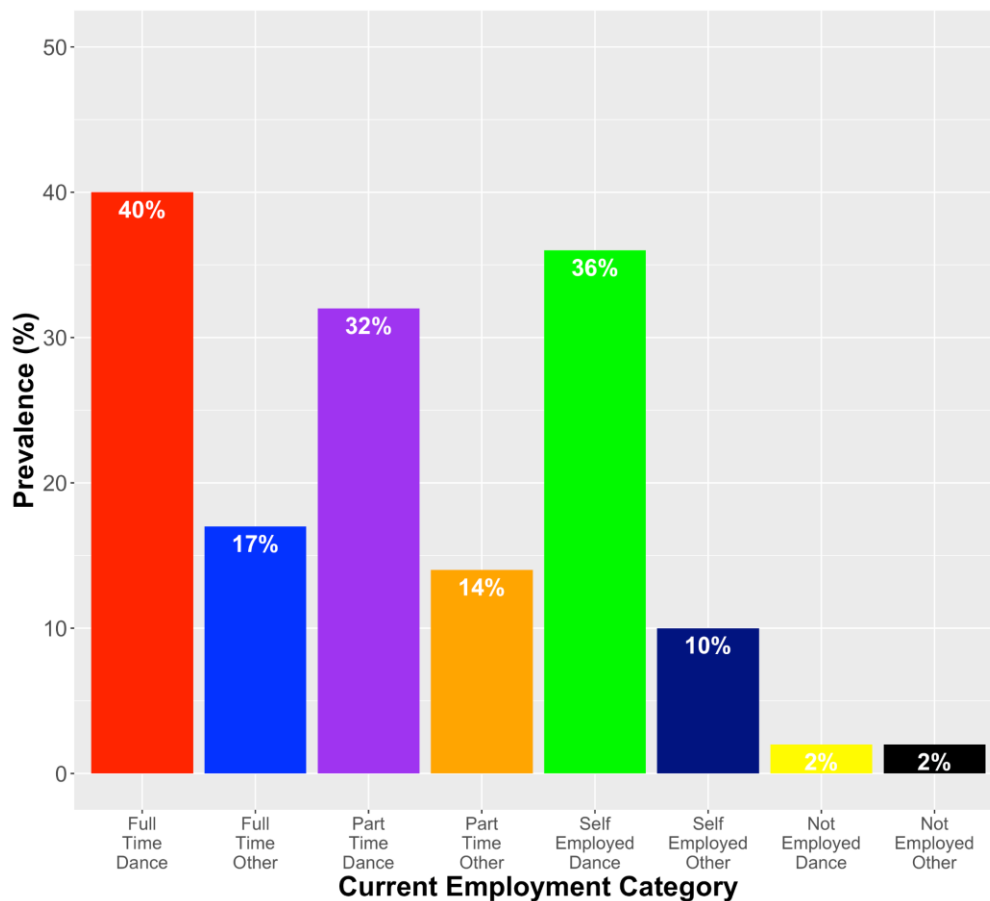


Figure 6.3 Current Employment Categories

Of those employed by the industries outside of the dance sector, 35 (16.1%) worked within the education sector, 16 (7.4%) worked in the service industry, 13 (6%) worked in the health and medicine field, and 47 (21.7%) worked in a different field. These included

a civic tech, yoga teacher, municipal arts, photography, and client relations/communications/consulting.

6.1.2 Critical Occupational Skills

When asked which skills are critical for a career in the dance sector, participants ranked the following aptitudes: adaptability, creativity, emotional resiliency, networking, performance, and self-promotion from most to least important. Table 6.1 compares the aptitudes ranked highest most often and those ranked lowest most often.

Table 6.1 Critical Skills in the Dance Sector Rankings

Ranked Highest Most Often	Ranked Lowest Most Often
Adaptability-56 (32.2%)	Performance-65 (37.4%)
Emotional Resiliency-49 (28.2%)	Self-Promotion-58 (33.3%)
Creativity-31 (17.8%),	Creativity-23 (13.2%)
Networking-21 (12.1%)	Networking-19 (10.9%)
Performance-14 (8.0%)	Adaptability-5 (2.9%)
Self-Promotion-3 (1.7%)	Emotional Resiliency-4 (2.3%)

6.1.3 Career Sustainability

Regarding resources that helped participants sustain their careers in the dance sector, participants could select multiple responses (Figure 6.4). In all, 165 (76%) selected a supportive community/network of other dancers, 154 (71%) selected attendance at

classes and/or workshops, 101 (46.5%) selected continued education in a degree program, 71 (32.7%) selected attendance to dance-based conferences, 59 (27.2%) selected training through a long-term non-degree program, 21 (9.7%) selected attendance to general artist conferences, 17 (7.85%) selected access to free/reduced accounting services, 10 (4.6%) selected access to free/reduced cost legal services, while 25 (12%) indicated other resources. The write-in option for other resources included access to business skills and negotiation training; dancing for a company that had company classes multiple times a week; jobs in arts administration to stay connected to the dance sector; research, initiative, and creating opportunities; connections and opportunities as a dance artist in other sectors such as healthcare, youth development, and peacebuilding; spirit, and spiritual practice; constantly reaching out and staying relevant; some amount of inherited wealth, teaching/coaching alongside a stage career; spouse's financial support; continued contract employment with a single company; access to reduced dance and somatic classes, word of mouth, money/privilege, connections; access to physiotherapy/medical professionals specializing in dance physiology and movement; and continuing to take dance classes and attend dance performances to stay inspired and have a large pool of information to pull from.

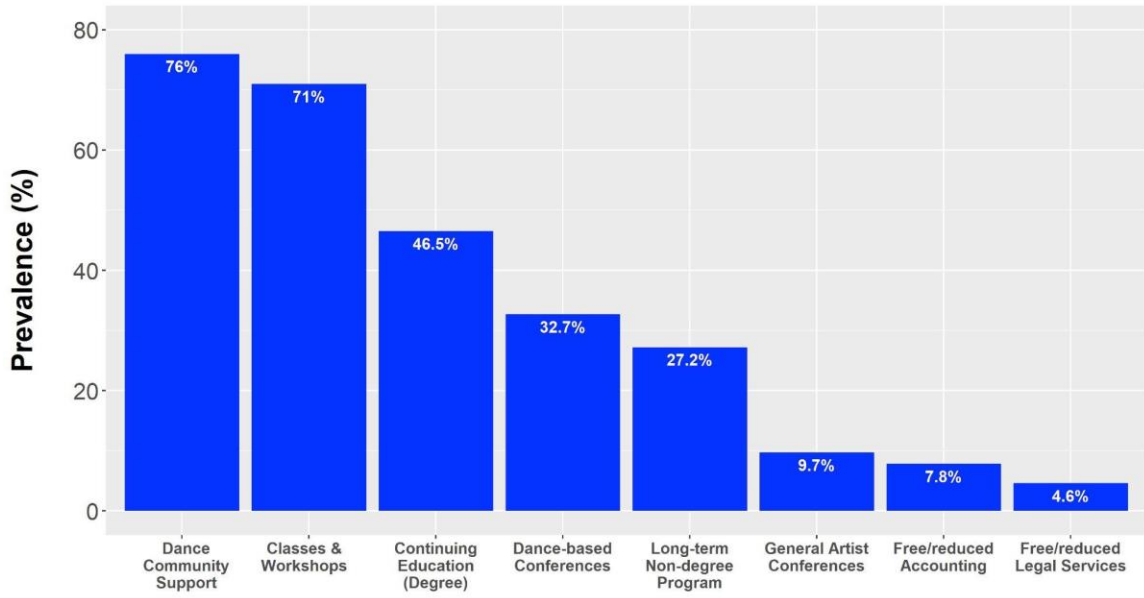


Figure 6.4 Resources to Sustain Dance Careers

6.1.4 Pre-and Post-COVID-19 Contracting

Survey participants were asked about their contracting experiences within the dance sector before and after the COVID-19 pandemic (see Figure 6.5). Pre-COVID, participants stated that contracts included the following: payment-113 (52.1%), project information-103 (47.5%), payment terms-102 (47%), project timeline-81 (37.3%), cancellation terms by both parties-70 (32.3%), artists rights-48 (22.1%), itemization of extra costs and payments of these costs-40 (18.4%), and other-21 (3.6%). Of those who selected “other,” 12 participants indicated that they did not receive formal contracts.

Post-COVID, participants stated that contracts included the following: payment-117 (53.9%), payment terms-111 (51.2%), project information-111 (51.2%), cancellation terms by both parties-98 (44.2%), project timeline-91 (41.9%), artists rights-68 (31.3%), itemization of extra costs and payments of these costs-57 (26.3%), other-24 (3.6%). Of

those who selected “other,” 8 participants indicated that sick policies, COVID-19 protocols/requirements, and/or force majeure clauses are now included in contracts.

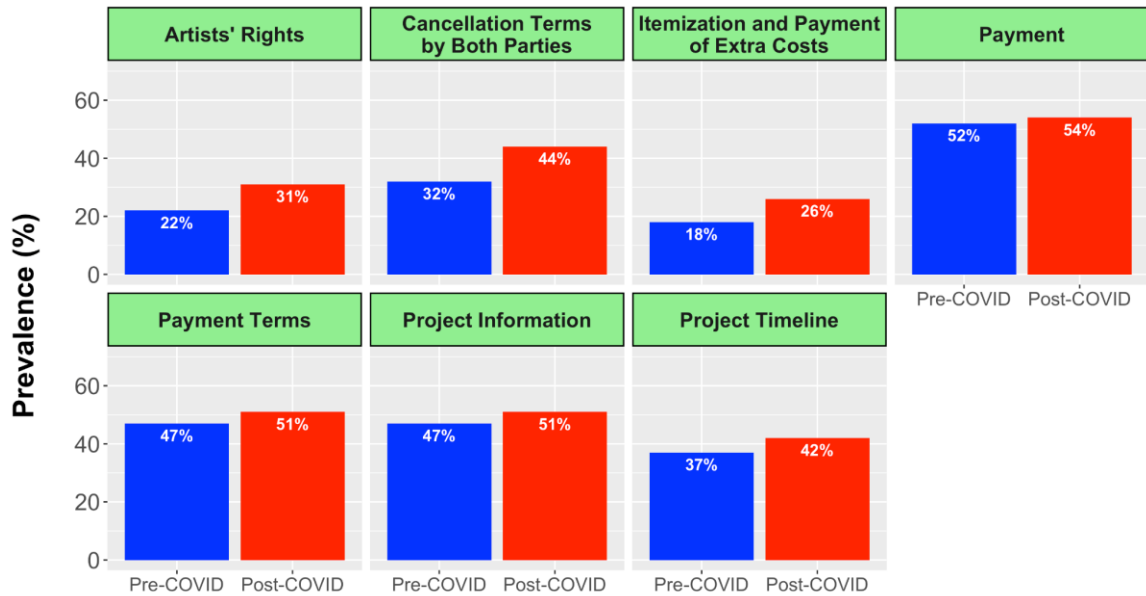


Figure 6.5 Dance Contract Component Comparison Pre- and Post-COVID-19

When asked to describe any significant or major changes that have occurred in their experience to the dance contracts signed pre- and post-COVID, a majority of survey participants stated COVID-19 policies, sick/illness guidelines, cancellation and force majeure clauses are now included. Licensing agreements for digital products, anti-racist statements, termination language, and travel accommodations responsibilities were also listed. One participant described negotiating the terms of their contract to ensure dancers receive fair treatment and just rights while handling contract discrepancies in the workplace.

6.1.5 Workplace Environments

When asked about the ideal work situation in the dance sector, participants ranked the following attributes as most to least important: open and transparent communication

with the employing organization, well-being and work-life balance, adequate resources, physical comfort and safety, autonomy and empowerment, opportunities for growth and development, collaboration, and flexibility. Table 6.2 compares the workplace attributes ranked first to those ranked last.

Table 6.2 Workplace Attributes in the Dance Sector Rankings

Workplace Attributes Ranked First	Workplace Attributes Ranked Last
Open and transparent communication with employing organization-33 (20.1%)	Collaboration-40 (24.4%)
Well-being and work-life balance-31 (18.9%)	Well-being and work-life balance-30 (18.3%)
Adequate resources-27 (16.5%)	Opportunities for growth and development-28 (17.1%)
Physical comfort and safety-22 (13.4%)	Flexibility-24 (14.6%)
Autonomy and empowerment-18 (11.0%),	Physical comfort and safety-20 (12.2%)
Opportunities for growth and development-16 (9.8%)	Adequate resources-10 (6.1%)
Collaboration-11 (6.7%),	Autonomy and empowerment-7 (4.3%)
Flexibility-6 (3.7%)	Open and transparent communication with employing organization-5 (3.0%)

The data sets focused on the occupational information of surveyed dancers revealed a diverse range of roles within the dance sector, with a majority identifying as dancers, dance educators, and choreographers. A significant portion of respondents held multiple roles. The vast majority of dancers were not unionized, but for those who were,

memberships varied across performing arts unions. Employment status indicated a mix of full-time and part-time work within and outside the dance industry. The high prevalence of self-employment is noteworthy. The survey also highlighted the broad spectrum of industries employing dancers outside the dance sector, such as education, service, and health. Critical skills for a dance career included adaptability, emotional resiliency, and creativity. Resources contributing to career sustainability included community support, educational opportunities, and access to services. The analysis of pre- and post-COVID-19 contracting experiences demonstrated shifts in contract content, reflecting the inclusion of pandemic-related policies. Ideal work situations emphasize transparent communication, well-being, resources, and safety.

6.1.6 Financial Information

Survey participants individual pre-tax income during the last 12 months included 22 (13.8%) making less than \$20,000, 42 (26.4%) making between \$20,000-\$34,999, 22 (13.8%) making \$35,000-49,999, 40 (25.2%) making between \$50,000-\$74,999, 18 (11.3%) making \$75,000-99,000, and 15 (3.1%) making over \$100,000 (See Figure 6.6).

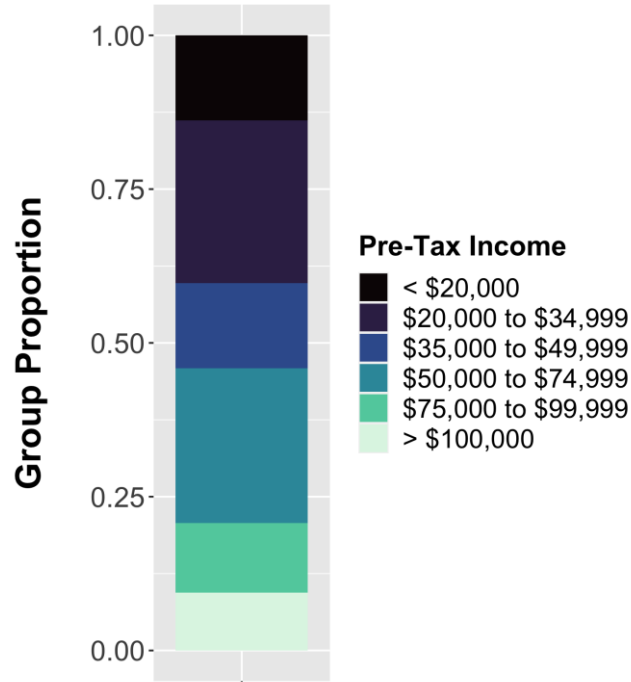


Figure 6.6 Pre-tax Income for the Past 12 Months

Table 6.3 was used as a guideline to ask how much of a survey participants' income was related to their employment within the dance industry.

Table 6.3 Income Related to Employment in the Dance Industry

A lot	60-100%
A moderate amount	26-59%
A little	1-25%
None	0%

Of the annual income participants reported, 110 (69.2%) stated *a lot* of their income was related to employment within the dance industry while 12 (7.5%) stated *a moderate amount* of their income was related to employment within the dance industry. Of the 159 that answered the question, 32 (20.1%) stated *a little* of their income was related to

employment within the dance industry and 5 (3.1%) stated *none* of their income was related to employment within the dance industry.

6.1.7 Financial Support

Participants, who were able to select each applicable response, received the following financial support to maintain financial stability in the past 12 months: 46 (21.2%) received financial support from a partner/spouse, 38 (17.5%) received financial support from family/friends, 36 (16.6%) received grant funding, 33 (15.2%) received residencies, 27 (7.5%) received fellowships/awards, 3 (1.4%) received unemployment benefits, while 10 (4.6%) indicated they received financial assistance from another source. Responses from those that selected “other” include salaries, Medicare coverage, and federal support such as the Shuttered Venue Operators Grant (SVOG) and the Paycheck Protection Program (PPP).

In the past 12 months, participants relied on the following resources for financial stability: 94 (43.3%) personal savings, 84 (38.7%) credit cards, 74 (34.1%) support from others, 18 (8.3%) education loans, 13 (6%) bank loans, 13 (6%) inherited wealth, and 5 (2.3%) retirement funds.

When asked if they had been forced to relocate to a more affordable location to maintain financial stability, 147 (91.3%) stated No, and 14 (8.7%) stated Yes.

The basic needs afforded by survey participants (based on their own individual needs), participants were able to select each applicable response, which included the ability to buy food-159 (73.3%), the ability to pay bills-152 (70%), the ability to afford housing-143 (65.9%), the ability to buy medication-121 (55.8%), the ability to continue physical/mental health services-99 (45.6%), the ability to put funds into savings-74

(34.1%), and 12 (1.59%) selected additional needs they were able to afford. These included the ability to self-produce work and to donate to other organizations or those in need. Additional comments from this section expressed gratitude for their steady jobs to pay their bills, the need for family support to help them pay their rent or be covered by a spouse's health insurance, taking on a full-time job with benefits to afford healthcare, and having to rely on savings to afford medication due to a lack of health insurance. One participant stated that physical/mental health services are the first to relinquish due to financial strain, however sliding scale payments have helped them access these services.

The income distribution and financial dynamics of participants over the last 12 months demonstrated a diverse range of economic situations within the dance sector. A noteworthy finding was that most respondents strongly relied on income generated through their work in the dance industry. Financial stability was supported through various means, with participants utilizing personal savings, credit cards, and external resources. The decision to relocate for financial reasons was not prevalent among respondents, and basic needs such as purchasing food, paying bills, and affording housing were met.

6.1.8 Demographic Information

The survey gathered demographic data from participants across various categories and is shown in Table 6.3. In terms of geographic distribution (see Figure 6.7), the majority were from the Northeast (35.2%), followed by the Southeast (30.2%), Midwest (22.2%), Southwest (8.6%), and West (3.7%). Regarding age, the largest group fell within the 25-34 age range (35.2%), followed closely by 35-44 (33.3%), and 45-54 and 18-24 both at 13.6%. Those aged 65 and above made up 2.5%, and the 55-64 group was the smallest at 1.9%.

Gender identity results showed a predominantly female participation (77.2%), followed by male (13%), non-binary (4.9%), gender-fluid (1.9%), and transgender (1.2%). In terms of racial and cultural background, the majority identified as White (71.8%), followed by Black or African American (11%), Hispanic/Latino/e/x (6.1%), with others either preferring not to answer (6.1%) or identifying as Biracial/Multiracial (2.5%), or Asian (0.6%). Survey participants from Middle Eastern/North African, Native Hawaiian/Pacific Islander/American Indian backgrounds were not represented.

Regarding disability status, the majority reported having no disability (71.4%), with mental or emotional disabilities (8.3%), intellectual/developmental/learning/cognitive disabilities (6.6%), and vision disabilities (4.8%) being the next most common. Mobility impairment/ambulatory disability (2.9%) and hearing disability (1.2%) made up the lowest percentages. Sexual orientation data indicated a diverse range, with the majority identifying as heterosexual (55%), followed by gay and bisexual (both at 10%), lesbian (5.6%), pansexual (5%), and others identifying as fluid (3.6%), questioning or unsure (3.1%), or asexual (1.6%), each at lower percentages. Some participants preferred not to answer (6.3%).

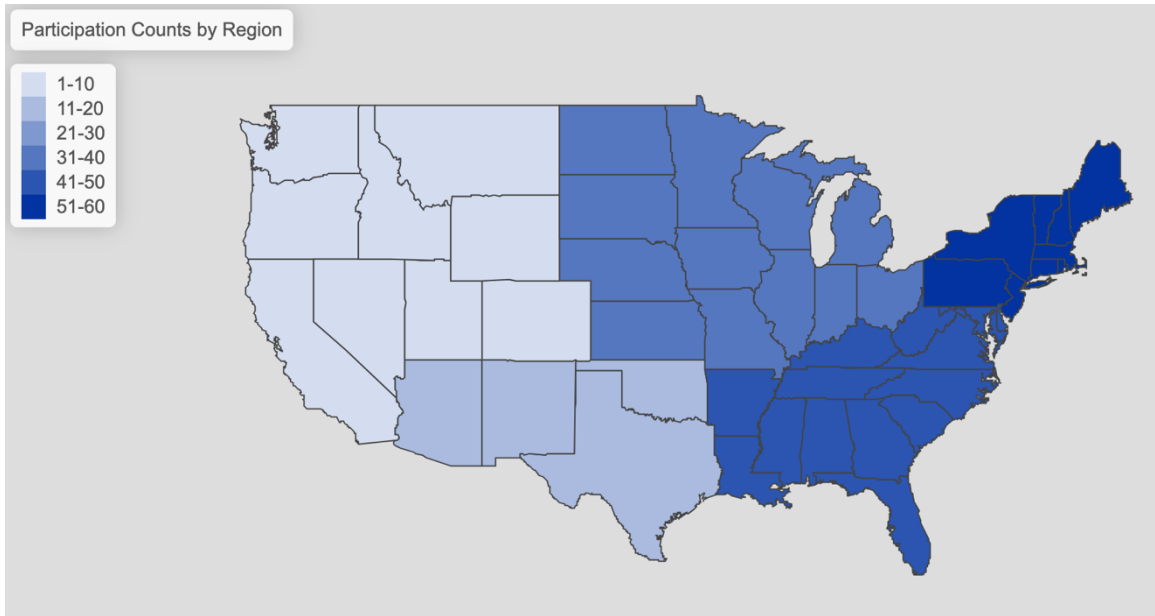


Figure 6.7 Geographic Regions of Participants. (These regions are based on a map created by National Geographic, available at: <https://education.nationalgeographic.org/resource/united-states-regions/>)

Table 6.4 Demographics of Participants

Demographic Characteristic	Percent	Count
<i>Geographic Region</i>		
Northeast	35.2%	57
Southeast	30.2%	49
Midwest	22.2%	36
Southwest	8.6%	14
West	3.7%	6
<i>Age</i>		
25-34	35.2%	57
35-44	33.3%	54
45-54	13.6%	22
18-24	13.6%	22
65+	2.5%	4
55-64	1.9%	3

Table 6.4 (continued)

<i>Gender Identity</i>		
Female	77.2%	125
Male	13%	21
Non-binary	4.9%	8
Gender-fluid	1.9%	3
Prefer not to answer	1.9%	3
Transgender	1.2%	2
<i>Race and Cultural Background</i>		
White	71.8%	117
Black or African American	11%	18
Hispanic/Latino/e/x	6.1%	10
Preferred not to answer	6.1%	10
Biracial or Multiracial	2.5%	4
Asian	1.8%	3
Middle Eastern or North African	0.6%	1
Native Hawaiian, Pacific Islander, Native American, American Indian, or Alaskan Native	0%	0
<i>Disability Status</i>		
No disability	71.4%	120
Mental or emotional disability	8.3%	14
Intellectual, developmental, learning, or other cognitive disability	6.6%	11
Prefer not to answer	5.4%	9
Vision disability	4.8%	8
Mobility impairment/ambulatory disability	2.9%	4
Hearing disability	1.2%	2
<i>Sexual Orientation</i>		
Heterosexual	55%	88
Gay	10%	16
Bisexual	10%	16
Prefer not to answer	6.3%	10
Lesbian	5.6%	9
Pansexual	5%	8
Fluid	3.6%	6
Questioning or unsure	3.1%	5
Asexual	1.6%	2

6.2 Synthesis

This chapter provided the outcomes of a comprehensive national survey targeting professional dancers within the United States, addressing critical aspects of their occupational identities, income dynamics, and basic needs to better understand the pathways dancers take to create and sustain careers in the dance sector and the influence their occupational identities have on career longevity. The online survey, conducted through *Qualtrics* and spanning from August 1-September 30, 2023, garnered responses from 217 participants, offering a detailed snapshot of the dance sector. The occupational landscape revealed a diverse range of roles, with a majority identifying as dancers, dance educators, and choreographers. A significant portion of respondents had multiple roles within the dance industry, emphasizing its hyphenated nature and necessity in order to having a sustainable career. Employment status varied, including full-time and part-time, within and outside of the dance sector. However, self-employment was particularly widespread, leading to few unionized respondents. This indicates that a significant portion of dancers are responsible for creating their own opportunities. However, the lack of unionization suggests a need for increased advocacy and collective bargaining skills to ensure fair treatment and protections for dancers.

Critical skills for a dance career included adaptability, emotional resiliency, and creativity while sustaining resources involved in community support and educational opportunities. Post-COVID-19 assessment revealed contracting shifts that affirmed negotiations for fair treatment and pandemic-related policies. Financially, dancers exhibit diverse income brackets, with a majority relying on income generated from the dance industry, but there is likely a need for financial literacy to ensure sustainability and longevity in the profession. Furthermore, basic needs are generally met, and relocation for

financial reasons was infrequent. However, this stability may be contingent upon maintaining consistent employment opportunities and financial management.

Demographically, the dance community is geographically diverse and concentrated in the Northeast and Southeast. Age groups were well-represented; however, respondents were a majority White, heterosexual females. Addressing barriers to entry and creating more inclusive spaces can enhance opportunities for underrepresented groups and enrich the dance sector as a whole.

These findings have illuminated the tapestry of the professional dance industry, shedding light on its diverse roles, employment dynamics, and demographic patterns. It also highlights areas of growth, such as comprehensive contracting, and underscores the need for greater diversity and inclusion within the dance profession.

CHAPTER 7. FINDINGS: DOCUMENT ANALYSIS OF EQUITABLE CONTRACTING GUIDELINES

While examining the barriers within the dance ecosystem that hinder sustained professional success, inequitable contracting, including no contracts, low wages, lack of payment for immaterial labor, and the absence of workplace protections, was evident as a sector norm. Amid widespread cancellations and minimal contractual safeguards for dancers during the COVID-19 pandemic, the Association of Performing Arts Professionals (APAP), the Creating New Futures collective, and Dance/USA dedicated resources to foster a sustainable dance community, placing a particular emphasis on fair contracting practices. Each organization formed national working groups and offered documents and guidelines in varying forms to assist and strengthen the dance sector. This chapter presents findings from the document analysis focused on these guidelines and includes an overview of each document, areas of connections, differentiation, and the ways in which these documents have influenced the contracting practices within the dance sector.

7.1 Organization Mission, Vision, and Value Statements

Before document analysis findings are presented, it is important to understand why these organizations were motivated to create equitable contracting guidelines for the dance sector. Mission, vision, value statements, and/or organization descriptions from each group are listed to provide this context. While APAP (Table 7.1) and Dance/USA (Table 7.3) are large service organizations, Creating New Futures (Table 7.2) is a collective of arts workers. Creating New Futures does not have a formalized mission, vision, or value statement, and therefore, their collective description is listed instead.

Table 7.1 Association of Performing Arts Professionals (APAP) Organizational Information

<p style="text-align: center;"><u>Mission:</u></p> <p>The Association of Performing Arts Professionals is the national service, advocacy, and membership organization for the live performing arts field. APAP is dedicated to developing and supporting a robust performing arts presenting, booking, and touring industry and the professionals who work within it.</p>
<p style="text-align: center;"><u>Vision and Values:</u></p> <p style="text-align: center;">APAP leads the performing arts presenting industry.</p> <p>APAP is the national service and membership organization for the performing arts presenting, booking, and touring field and the convener of the world’s leading gathering of performing arts professionals, held every January in New York City. Through professional development programs and member services, APAP provides opportunities for artists, agents and managers, presenters, and producers to make the connections and gain the information, skills, and resources they need to make the arts a vibrant, valuable, and sustainable part of everyday life. APAP supports and educates today’s and tomorrow’s performing arts leaders.</p> <p style="text-align: center;">APAP champions the live performance experience.</p> <p>APAP members know the impact of live performance – the power of a collectively shared moment between artists and audiences. APAP fuels the collaboration, creation, and presentation of the performing arts. Across the U.S. and around the world, members work with artists from all genres (dance, drama, music, and multi-disciplinary arts) and from a diversity of cultures to present work that addresses social issues, broadens perspectives, and literally brings people together.</p>

Table 7.1 (continued)

APAP enriches communities.

APAP members are deeply invested in the well-being and the economic health of their local communities. Artists, presenters, agents, and managers learn from each other and from the audiences they serve how to best curate and present arts programs that address the unique needs of communities, feeding and preserving the soul of the places we call home. APAP supports this work through grants to arts organizations, dissemination of information and resources, and advocacy activities aimed at making the arts accessible for all. (APAP, n.d.)

Table 7.2 Creating New Futures Organizational Information

Collective Description:

Creating New Futures is an arts worker-driven effort speaking to the dance and performance field in what is currently called the United States.

In Phase 1, a group of arts workers came together to create the “living document” Creating New Futures: Working Guidelines for Ethics & Equity in Presenting Dance & Performance, which attempts to frame principles and guidelines for conversations within the dance and performance field to shape our futures in light of the extraordinary chaos and disruption caused by COVID-19. The document addresses concerns regarding cancellations and what future work, funding, and survival might look like. More pressingly, it looks beyond the present moment to address longstanding inequities, deficiencies, and power imbalances in the field.

Phase 2 is now emerging and is formed by working groups that include: Black and Indigenous Survivors group, Disability+ group, Intersectional Riders group, and Contracts/Force Majeure group with potential groups in discussion like the NatureCulture Watershed group. (National Performance Network, n.d.)

Table 7.3 Dance/USA Organizational Information

<p style="text-align: center;"><u>Mission:</u></p> <p>Dance/USA champions an inclusive and equitable dance field by leading, convening, advocating, and supporting individuals and organizations. Dance/USA’s core programs are focused in the areas of engagement, advocacy, research, and preservation.</p>
<p style="text-align: center;"><u>Vision:</u></p> <p>Propelled by our belief that dance can inspire a more just and humane world, Dance/USA will amplify the power of dance to inform and inspire a nation where creativity and the field thrive.</p>
<p style="text-align: center;"><u>Values:</u></p> <p style="text-align: center;">Creativity</p> <p>Creativity inspires change. Dance/USA values our nation’s creative capacity and artistry to imagine and build a world we have never encountered and deeply desire.</p> <p style="text-align: center;">Connectivity</p> <p>Dance/USA strives to be a catalytic network enlivened by connection, community, and collaboration. We value calling people in as a practice of leading, listening, learning, and deepening our impact.</p> <p style="text-align: center;">Equity</p> <p>Through the lens of equity, Dance/USA strives to remove the boundaries erected by a legacy of racism, classism, ableism, ageism, homophobia, transphobia, sexism, gender bias, and xenophobia and we work to dismantle institutional and systemic oppression that attack the dance field’s progress, impede the creation of work, and negatively impact dance audiences and communities.</p> <p style="text-align: center;">Integrity</p> <p>Integrity is critical to our organizational culture and the way we lead, serve, and collaborate with the dance field. We seek to provide transparency about our internal processes, professional resources, and information about the field. (Dance/USA, n.d.-a)</p>

7.2 Document Overview

This section provides an overview of each document, including the creators, the publishing date, the length, and the content.

7.2.1 Association of Performing Arts Professionals (APAP)'s *Building Ethical and Equitable Partnerships (BEEP) in the Performing Arts*

Co-led by Michael Reed and Rika Iino, APAP's Equitable Partnership Working Group included fifteen members and four APAP staff with the original charge to "review and develop a guide for equitable practices in contract and force majeure agreements" (APAP 2021a) in response to the mass cancellations of the COVID-19 pandemic. However, questions about power began to emerge as the working group examined the financial framework surrounding contracting within the performing arts sector (APAP 2021a). Through their investigation, the group created a document that "serves as an invitation to how we might embrace relationships in this industry consistently built upon ethical, equitable, and transparent practices" (APAP 2021a).

The document, published in April 2021, is eight pages long, in a PDF format, and made available via hyperlink on APAP's Building Ethical and Equitable Partnerships webpage. The first three pages contain background information regarding the working group and their process of producing guidelines for the performing arts industry. Following this contextual information are two pages dedicated to three recommended steps to keep "transactional interactions ethical" (APAP 2021b, 4). These include (1) adopting more equitable language in your contract, (2) advocating for and modeling greater transparency around fees, and (3) considering alternatives for invoking force majeure (APAP 2021b, 4-

5). Additional resources, a glossary of terms, and recognition of contributors round out the document (APAP 2021b, 5-8).

7.2.2 *Creating New Futures: Working Guidelines for Ethics and Equity in Presenting and Performances* (Phase 1)

Phase 1 of *Creating New Futures: Working Guidelines for Ethics and Equity in Presenting and Performances* was crafted by “arts workers living in different locations of what is currently called the U.S. and all working within the dance & performance field in a variety of roles” (Creating New Futures 2020, 6). This 193-page document, finalized in July 2020, encompasses a number of perspectives from the performing arts sector. It features chapters on artist testimonials, insights from performance curators, guidelines and principles of working on set, cancellation alternatives, contracts, and several resources and hyperlinks.

The document itself has a three-fold approach. The authors state that it serves as (1) a house for testimonials so that we can hear the voices of individuals, (2) a handbook for transparent conversations, including putting forward principles for equity in our relations, and (3) a tool for change, for radical reinvention of the field and how we work together (Creating New Futures 2020, 8). Of the three documents examined as part of this document analysis, *Creating New Futures* provides the most comprehensive scope of the dance ecosystem as its authors are the most diverse of the working groups analyzed.

In terms of contracting specifically, guidelines focused on booking commitments, funding, labor, cancellation, relationships between artists and programmers/curators, and transparency spanned five pages (Creating New Futures 2020, 115-119). Later in the document, Laura Colby, Founder and President of Elsie Management, and Amy Smith,

dance and theater artist, educator, and facilitator, offer contract language examples regarding cancellation and force majeure, as well as their personal experiences as dancemakers navigating contracts. Their joint chapter spans 20 pages and provides beneficial information regarding contracting issues within the dance industry.

7.2.3 *Dance/USA's 2022 Equitable Contracting Resource*

Divided into four separate documents, *Dance/USA's 2022 Equitable Contracting Resource*, introduced July 2022, offers a cover memo, engagement agreement resource, additional provision resource, and a cheat sheet resource (Dance/USA. n.d.-b). These documents were created by the Dance/USA Equitable Contracting Joint Working Group in collaboration with the legal clinic at Stanford Law School (Dance/USA. n.d.-b). While information regarding the documents and suggestions on how to review them are readily available on the Dance/USA website, access to the documents is only gained after completing an online form, presumably because Dance/USA is a membership organization. This form is then reviewed by a Dance/USA team member from their membership department (Dance/USA Joint Working Group 2022).

Once access is granted, the four documents are emailed to the requestor. Though they were four separate documents, for the sake of analysis in this research they were considered one document and are referred to as such throughout. The first document, the Cover Memo, is three pages long, serves as an overview and “how to” guide for the remaining three documents. The second document is an Engagement Agreement Resource. It includes suggestive language regarding venue, engagement activities, compensation, payment, taxes, travel and accommodations, exclusivity, programs, complimentary tickets,

merchandise sales fees, insurance, company contact information, presenter contact information, key dates, exhibits, and other terms (Dance/USA 2022b). Of the thirteen pages, ten are dedicated to detailed information regarding terms and conditions.

The third document, Additional Provisions Resource, is focused on provisions and “specific concerns that may arise in a negotiation and are not covered in the generic engagement agreement” (Dance/USA 2022a). These include engagement activities within the community, the use of film and photographs, force majeure, front-of-house information, liabilities, disputes, ticketing, promotion, accommodations, venue expectations, and termination (Dance/USA 2022a). The final document in the set is a two-page Cheat Sheet Resource, a summary of key features and expectations within an engagement agreement.

7.3 Connections Between Analyzed Equitable Contracting Documents

Overlap between the three documents encompassed two specific areas: collaboration and resource sharing. Each national working group emphasized that the documents could not be created without including several voices from the dance sector. This allowed issues related to contracting to be examined from multiple viewpoints instead of organizational silos. While the dance industry has several roles within it, the organizations relied on the members of their respective working groups to interrogate contractual frameworks and to collaborate on guidance from a holistic perspective.

Regarding resource sharing, all three documents offered a robust glossary of terms, which assists artists in understanding contractual jargon. Additional resources, including links to each other’s documents, were found throughout the individual documents and

provided readers with the supplementary materials necessary for deeper inquiry. The opportunity to connect and/or contribute to working groups was also presented in all three.

7.4 Document Differentiation

Where the documents splinter are in their availability, levels of transparency, and tonality. Both APAP's and Creating New Futures' documents are readily available on their respective websites and can be downloadable in PDF form. Creating New Futures also has an audio version available. Dance/USA's documents are only accessible upon a successful application via an online form on the organization's website. The form captures personal information, including name, email address, Dance/USA membership status, job title and organization/company, and a description of their work, affiliations to the dance field, and interest in the equitable contracting documents if not a Dance/USA member. The lag time between a Dance/USA team member receiving the form and approving and granting access to the documents is unclear.

In terms of transparency, APAP and Creating New Futures both offer acknowledgment of working group members, who are named within the documents. Dance/USA offers a generalized recognition between the Joint Working Group and the legal clinic at Stanford Law School. Specific individuals are not named.

The tone of each of the documents also differed. APAP's document starts with a blunt explanation of the dual pandemics, viral and racial (APAP 2021, 1). The language then shifts to one of questioning how the sector can move forward in an increasingly equitable manner, and lastly encourages change through their three-step proposal. Creating New Futures is the most poetic of the three. Personal narratives ground each section,

amplifying the text's qualitative reflexiveness that offers individualized perspectives. Additionally, terms, the purpose of the document, and the lens through which the authors write are meticulously defined, and they paid close attention to inclusivity and accessibility throughout the document. Dance/USA's set of documents is more straightforward. As the only organization partnering with a legal team, the tone is direct. Their documents provide the most practical information, including contract idea starters and definitions to alleviate discomfort regarding legalese.

7.5 Changing Contracting Practices Within the Dance Sector

As the dance sector continues to evolve its contracting practices, it is difficult to provide concrete evidence as to how these documents are being used as they serve as guidelines and recommendations for the dance industry, not mandatory protocols. However, the new standards they present have influenced some funding resources. APAP's *ArtsForward* grant program includes "grants, learning, and resources to underscore and enhance the interdependence and safety of all those involved in performance engagements" (APAP, n.d.-b). This program funded 47 collaborations to "support a variety of presenting organizations, a diverse array of artists, and a broad range of approaches to reopening" (APAP, n.d.-b) and was inspired by APAP's Ethical and Equitable Partnership Working Group to create an equitable partnership for both artist and presenter (APAP, n.d.-a).

All three organizations, APAP, Creating New Futures, and Dance/USA offered webinars and/or town halls to accompany their documents. These public offerings provided additional context and transparency into creating their working groups, ways to utilize the documents, and opportunities to ask questions and offer feedback. While the amount of

circular feedback given and received was most prominent with Creating New Futures and the most restricted by Dance/USA, it was vital that each organization presented additional information regarding their recommendations for the dance sector.

7.6 Synthesis

The concentrated efforts of APAP, Creating New Futures, and Dance/USA have played a pivotal role in mitigating the barriers encountered by dancers. These organizations significantly contributed to fostering a sustainable dance community and promoted fair contracting practices within the performing arts sector. Through the creation of comprehensive guidelines and resources, these organizations have addressed the challenges and weaknesses exposed by the COVID-19 pandemic, particularly in the context of widespread cancellations and minimal contractual protections for dancers. The documents produced by APAP, Creating New Futures, and Dance/USA showcase a commitment to ethical, equitable, and transparent practices in contracting within the dance sector. While each organization's approach and tone vary, their overarching goal remains consistent: empower dancers with the knowledge and tools needed to navigate contractual complexities with confidence and fairness.

As the dance sector continues to evolve, these documents serve as valuable tools and recommendations, influencing not only individual practices but also inspiring initiatives such as APAP's *ArtsForward* grant program. The accompanying webinars and town halls offered by the organizations provided additional insights, fostering an overall culture of transparency and collaboration within the dance community. These initiatives

mark significant progress in shaping the future of contracting practices within the dance sector, emphasizing the importance of inclusivity, equity, and adaptability.

CHAPTER 8. DISCUSSION AND CONCLUSION

This chapter provides a critical discussion of the findings in conjunction with the initial analysis found in Chapters 2 (historical background), Chapter 3 (literature review), and Chapter 4 (theoretical framework). The overall aim of this study was to understand occupational trajectories that build a sustainable career for dancers. As noted in the historical background and literature review, dancers supplement income earned by performing with additional employment to patchwork a livable wage. These pathways to sustainability, however, are greatly influenced by a dancer's occupational identity (Bain 2005; Menger 1999, 2001; Skaggs 2018, 2023), workplace motivation (Herzberg 1959), and the economic market (Williamson 1979, 2016). Employee misclassification, data undercounting, and artist autonomy are also discussed in this chapter, as these elements illuminated additional areas of importance regarding the sustainability of individual dancers, as well as the dance sector as a whole.

8.1 Pathways To Sustainability

A sustainable career in dance is possible through the interweaving of multiple occupations, both inside and outside the dance sector. This is strongly evidenced in the survey results, which found that 92% of dancers questioned had one or more jobs in the dance sector, and 73.7% had at least two or more jobs in the dance sector. While performance careers remain the ideal occupation for dancers, with 75.1% of survey respondents identifying as dancers, a secondary income is needed to create financial stability. As referenced throughout Chapter 2, careers in dance education are the most

lucrative way to increase income. Survey results strongly suggest this to be accurate, as 63.1% of respondents were also dance educators.

Regarding additional resources needed for sustainability, grant funding, artist residencies, fellowships, awards, and occupations outside of the dance industry were indicated as common financial support systems necessary to maintain stability in their careers. These elements were also highlighted as indicators of success in Chapter 3, demonstrating that sector prestige results from monetary assistance. Financial support from others, including partners/spouses, friends, and family members, is also utilized to assist dancers in maintaining a dance career. Survey results also suggested dancers may rely on debt-increasing actions such as using credit cards, education loans, or bank loans to keep them financially afloat. High interest rates and debt accumulation can make it difficult to gain financial stability and create additional personal economic strain. These combined financial factors result in a low hygiene grade, according to Herzberg's motivation-hygiene theory discussed in Chapter 4.

To offer greater financial stability, this research found that contracting practices have started to shift and offer greater transparency and payments for work outside of performances. The national working groups on equitable contracting discussed in Chapter 7 highlight the dance industry's commitment to altering outdated contract traditions in an effort to increase equity and sustainability across the dance sector. Survey responses concerning pre- and post-COVID-19 contracts underscored the influence these national committees and accompanying contracting guidelines have had on the sector. Contract components, including payment, payment terms, project information, cancellation terms by both parties, project timeline, artists' rights, itemization of extra costs, and payments of

these costs, saw an increased inclusion in contracts post-pandemic. Payments prior to performance, including the immaterial labor discussed in Chapter 3, as well as force majeure clauses, are also starting to be included in contracts.

Sustainability also goes beyond financial viability. Supportive workplace environments, access to continued education, and resources focused on the well-being of dancers are all vital to their holistic health and longevity in the dance industry. Of the survey respondents, 76% indicated that a supportive/community network of dancers helped them sustain their careers. The national dance service organizations outlined in Chapter 3 provide numerous opportunities to connect with other dancers and choreographers, promote job openings, offer professional development workshops, and provide avenues for collaboration. Additionally, many national dance conferences offer ad-hoc groups or programming dedicated to specific occupational identities within the dance industry (performers, educators, administrators, etc.) to allow for deeper systems of support within these networks.

While the above factors contribute to the high motivation found in the dance sector as they lead to artistic growth, the low hygiene of working conditions, particularly small wages, leave dancers with an unbalanced feeling of loving their craft but being undervalued. To combat this unevenness, hyphenated careers provide opportunities for dancers to continue to contribute to the dance industry, diversify their skills, and expand control of their professional trajectory while increasing their financial stability.

8.2 Additional Areas of Importance

While hyphenated careers can offer sustainability within the dance industry, this fragmentation causes employee misclassification and data undercounting. Both of these issues impact the financial well-being of the individual dancer and the dance sector at large. However, this research also shows that artist autonomy is vital to a dancer's overall success and motivation to continue a career within the dance industry as it offers the most flexibility.

8.2.1 Employee Misclassification

Employee misclassification is identified as a barrier dancers face as they build a path to sustainability. Dancers are classified into two employment categories by their employers: W-2 employees and 1099 independent contractors. To gain the clearest perspective on the employment differences, below is the definition of an independent contractor directly from the Internal Revenue Service:

The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax. You are not an independent contractor if you perform services that can be controlled by an employer (what will be done and how it will be done). This applies even if you are given freedom of action. What matters is that the employer has the legal right to control the details of how the services are performed. If an employer-employee relationship exists (regardless of what the relationship is called), you are not an independent contractor, and your earnings are generally not subject to Self-Employment Tax. However, your earnings as an employee may be subject to FICA (Social Security tax and Medicare) and income tax withholding. (IRS 2023)

Most dancers are categorized as independent contractors (1099) or self-employed, despite their employers controlling their services. Choreographers, artistic directors, producers, and/or managers set rehearsal and performance schedules for the dancers. While dancer

availability may be part of the audition process for a job, the employer still manages the schedule. Furthermore, the employer dictates how the dancer executes their work. Choreographers and directors create physical movements for the dancer to perform. The how, when, and why of a dancer's tasks are at their employer's discretion, regardless of how collaborative the creative process has become.

The mislabeling of employees has also seeped into the pedagogy branch of the dance sector, the most utilized secondary income for professional dancers. Studio teaching offers steady, reliable income that offsets the irregularity of performance opportunities. Like dance performers, their employer dictates the schedules for dance teachers and, in this case, the dance genres they teach (ballet, jazz, tap, etc.). The classification, in this case, should also be that of a W-2 employee.

The National Labor Relations Act (NLRA), passed in 1935, “protects the rights of employees and employers, to encourage collective bargaining, and to curtail certain private-sector labor and management practices, which can harm the general welfare of workers, businesses, and the U.S. economy” (NLRB, n.d.-b). The law, however, does not cover independent contractors, and on August 29, 2019, the National Labor Relations Board (NLRB, n.d.-a), in 368 NLRB No. 61, decided that the misclassification of an employee does not violate the NLRA. Without accountability, the system creates an environment for employers where it is efficient to misclassify their employees without fear of retaliation, and dancers will continue to be wrongfully labeled as independent contractors. Additionally, employers save funds on taxes and unemployment benefits by hiring independent contractors. By conserving funds and the weak threat of repercussions, employers' motivation to correctly classify their employees is absent.

The project-based structure of the dance sector adds to the misclassification issue because the work is seen as temporary. From this perspective, ephemeral relationships are justified because a service is being provided for funds on an impermanent basis, and continued investment is not warranted or intended. This structure is hierarchical, and the dancer (independent contractor) can be considered replaceable even if their skill sets are highly specialized. More permanent personnel (executive directors, artistic directors, development and marketing staff) are often categorized as employees and of higher value to the organization.

This system creates financial repercussions. Instead of salary payments, dancers are offered hourly rates that rarely include research or planning time. This practice magnifies the transactional habits outlined by Williamson (1979) of only paying for a dancer's product instead of a holistic financial investment that includes the labor of the entire creative process. Additionally, independent contractors lack benefits, such as health insurance and paid time off, which are necessary to sustain a physically demanding job as a dancer. However, due to the temporary gig culture of the dance sector, the independent contractor status of dancers, particularly those working with multiple companies, though concerning, is warranted.

8.2.2 Data Undercounting

Data undercounting is not just statistically harmful but impacts decision-making processes for the entire dance sector. The misrepresentation of the dance industry population, which was highlighted in data sets from the NEA, BLS, and the Census in Chapters 2 and 3, indicates that only dancers who identify as full-time dancers or named

“dancer” as their primary job are worthy of being counted as a vital member of the dance industry and the arts and culture sector at large. Based on this dissertation research, most dancers combine employment to create sustainable careers. Without a restructuring of data collecting methods regarding the dance workforce, dancers will continue to have their labor to the creative and cultural economy erased.

Furthermore, undercounting causes social inequities in the dance industry. These include low grant awards or amounts, reduced resources, and limited opportunities for mentorship, which are outlined in Chapter 3 as indicators of success and reiterated as necessities for sustainability in the survey results. If funding for the dance sector is contingent upon need, it is vital that dancers are accurately counted so they can be equitably supported.

8.2.3 Artist Autonomy

Regardless of the challenges within the dance sector, dancers have embraced an entrepreneurial outlook regarding their careers. While a freelance or independent contractor lifestyle lacks structure and work-life balance and enables financial difficulties (Aujla and Farrer 2015), a recent NEA report revealed that most artists prefer to be self-employed. The main reasons included flexibility (29.6 %) and being their own boss (28.6 %) (NEA 2019). Additionally, when asked if they preferred working for someone else, the majority of artists responded that they would rather work for themselves (NEA 2019). This system allows dancers and choreographers the flexibility to work with several different movement artists instead of being locked into one group and one artistic director for a performance season. The rise of project-based work is underscored by Menger as he found

artists are, on average, more educated, younger, increasingly self-employed, and hold multiple jobs at one time than the general workforce (Menger 1999, 545), further indicated the popularity of hyphenated careers within the arts and culture sector.

Freelance dancers have the independence to relocate when needed without being constrained by a conventional “9 to 5” routine. Those who do have a full-time job, however, can continue their artistic endeavors by moonlighting as an artist (NEA 2019). The sovereignty to move freely from gig to gig empowers artists to have authority over their careers rather than have the totality of their professional work dictated by others. This independence carries over into unions, like AGMA, which require a rank-and-file mentality (Tagliacozzo and Seidman 1956) that clashes with artists' desires for individuality. Despite the numerous benefits unions provide, dancers, particularly those unattached to professional companies, favor their autonomy. Of the professional dancers surveyed, 93.1% were not unionized, indicating a preference for independence.

8.3 Recommendations

This research affirms hyphenated careers are essential to the sustainability of a professional dance career. Considering this confirmation, the following recommendations are presented:

1. Prepare dancers for a hyphenated career. This conversation should start early in their dance training. Instead of asking what their “real job” will be, dance educators should encourage and train dancers to understand the nuances of the dance industry, including additional occupations that can help supplement their income earned from performing.

2. Count dancers in census information, especially data sets related to the performing arts. If we know that dancers make their livelihoods by having hyphenated careers, researchers should ensure that questions relating to occupations and wages reflect a career that is interwoven with employment both inside and outside of the dance sector.
3. Empower dancers with the tools to make informed career decisions. This includes workshops on wages, contracting, employee classification, and workplace conditions. As many dancers remain ununionized, independent dancers must be afforded sector-wide protections to ensure they are not taken advantage of.

As the dance sector evolves, it is crucial to address these issues, fostering a more equitable and supportive environment for dancers to thrive in their artistic pursuits.

8.4 Future Research

Regarding future research, attention is directed towards two projects: one on a national, dance sector-wide level and the other within the academic dance field.

1. Extending the current survey, Albers' cyclic analysis of data will be employed for an additional round of survey analysis. This includes cross tabulating variables from the previous dissertation round. The objective of utilizing this data approach is to collaborate with Dance/NYC, who recently completed their first Dance Industry Census of NYC dancers, and Dance/USA, whose recent Alternate Operations survey targeted individuals and small group organizations. The aim is to compare findings on a national and regional scale. By examining three recent data sets exclusively focused on the dance industry, a more precise tracking of

trends can be achieved, leading to the development and develop of enhanced recommendations for sector sustainability.

2. While higher education dance programs across the United States do a tremendous job preparing emerging artists for the studio or stage, required courses focused on arts management and entrepreneurial skills are often absent or offered only as an elective. Technique classes, creative process, dance history, and courses centered on kinesiology are at the core of a BFA dance degree and are promoted as a holistic approach to 21st-century dance training. However, many of these curriculums lack life-learning tools and fail to mention the importance of pursuing a hyphenated career. The intention is to investigate undergraduate BFA programs within the United States, specifically focused on identifying curricula that incorporate dedicated courses for career development in the dance industry. The ending goal of this research is to propose concrete strategies for integrating arts management and entrepreneurial skills into existing programs and to advocate for the inclusion of dedicated courses focusing on the practical aspects of pursuing a hyphenated career in dance.

8.5 Final Analysis

This dissertation significantly advances the dance field by not only formally recognizing the imperative of secondary employment alongside a primary dance performance role (dancer) to ensure a sustainable income, it also offers crucial quantitative insights into the methods in which professional dancers uphold their livelihoods throughout their performance careers. The current structure of the dance field has created an

occupational strain for dancers, hindering their ability to have sustainable careers. Since the rise of dance professionalism, dancers have continuously received low wages and endured long hours of physically demanding labor without guaranteed health insurance and paid leave. Additionally, the lack of job security in the industry causes many dancers to increasingly experience burnout and injury rates. Difficulty obtaining funding and support for dance projects beyond payment for performances has led to a deficiency of sustainability and financial assurances for dancers and limits a dancer's creative expression and experimentation due to insufficient resources.

Achieving sustainability in a dance career necessitates a multi-hyphenated approach that extends beyond traditional performance roles. The survey results emphasize the high prevalence of dancers engaging in hyphenated careers, with a majority holding multiple occupations inside and outside of the dance sector. While dance performer (dancer) remains the primary identity for many dancers, pursuing secondary incomes, particularly in dance education, is crucial for financial stability. The evolving terrain of contracting practices, influenced by national working groups for equitable contracts, offers hope for increased transparency and fair compensation for all labor performed throughout the creative process. Beyond financial considerations, holistic sustainability necessitates supportive work environments, ongoing education, and resources prioritizing a dancer's well-being.

Challenges faced by dancers, including employee misclassification and data undercounting, further underscore the need for systemic change. The mislabeling of dancers as independent contractors, despite the control exerted by employers, highlights a significant issue that deprives them of essential benefits and fair treatment. Moreover, data

undercounting perpetuates social inequities and hinders the accurate representation of the dance workforce, impacting funding and opportunities.

Despite these challenges, dancers value their autonomy and prefer a freelance lifestyle for its flexibility and self-determination. Dancers also find motivation and balance through hyphenated career paths, contributing to the resilience and evolution of the dance industry. As dancers continue to navigate these pathways of sustainability, it is imperative for the dance sector to foster a comprehensive and supportive dance ecosystem that values and empowers its diverse workforce.

APPENDICES

APPENDIX 1. SURVEY INFORMATIONAL AND CONSENT MATERIALS

Thank you for taking the time to complete this survey. The purpose of this survey is to allow you to share information regarding your professional dance career. As there is a research gap in terms of quantitative understanding regarding a dancer's occupational identity and sustainable pathways for success, participation in this survey will offer a great benefit to the dance sector through data analyzing the viability of a dance career, the ways in which dancers can be prepared for occupations within the dance industry and dancer wages.

The maximum number of participants being recruited for this survey is 3,500.

The following questions are basic questions about your dance career including occupational identity and sustainability. Your response to the survey is anonymous which means no names, IP addresses, email addresses, or any other identifiable information will be collected with the survey responses. We will not know which responses are yours if you choose to participate.

There are a total of 23 short questions in the survey. It will take approximately 10 minutes to complete. There are no other risks in participating in this research beyond those experienced in everyday life. This survey is voluntary and there are no alternatives for participation if you chose not to take the online survey. You are free to skip any questions you do not wish to answer or discuss. There are no penalties for not participating and you can discontinue at any time without penalty. Data collected from a discontinued survey will be deleted.

We will make every effort to safeguard your data, but as with anything online, we cannot guarantee the security of data obtained via the Internet. Third-party applications used in this study may have Terms of Service and Privacy policies outside of the control of the University of Kentucky. This data may be used and shared for future research.

The person in charge of this study is Rebecca A. Ferrell, Ph.D. candidate at the University of Kentucky, Department of Arts Administration. If you have questions, suggestions, or concerns regarding this study or you want to withdraw from the study, you can reach her via phone at (804) 937-0299 or via email at rafe225@g.uky.edu. Her dissertation Chair, Dr. Rachel Shane, can also be contacted at rachel.shane@uky.edu. If you have any questions, suggestions, or concerns about your rights as a volunteer in this research, contact staff in the University of Kentucky Office of Research Integrity (UK ORI) between the business hours of 8am and 5pm EST, Monday-Friday at 859-257-9428 or toll free at 1-866-400-9428. Completion and return of the survey is considered your implied consent to participate in this study and you are 18 years of age or older. If you wish, please keep this form (e.g, take a screenshot) for your records or future reference.

Please select “yes” to consent to participation of this survey to access the survey or “no” to exit.

APPENDIX 2. SURVEY QUESTIONS

Occupational Information

1. *How would you describe your role in the dance sector? Please select all that apply.*

- Choreographer
- Dance administrator
- Dance curator/programmer
- Dance educator
- Dancer
- Other _____

0. *Are you a member of any of the following labor unions? Please select all that apply.*

- Actors' Equity
- AGMA
- AGVA
- Choreographers Guild
- SAG/AFTRA

0. *What is your **current** employment status? Please select all that apply.*

- Employed full-time (30+ hours per week) in the dance sector (as defined in question 1)
- Employed part-time (under 30 hours per week) in the dance sector (as defined in question 1)
- Self-employed in the dance sector
- Not employed in the dance sector
- Employed full-time in another sector
- Employed part-time in another sector
- Self-employed in another sector
- Not employed in another sector
- Unable to work

0. *If employed in another sector, please specify.*

- Education
- Health and Medicine
- Service
- Other _____

0. *What skills are critical for a career in the dance sector? Please order most important to least important.*

- Adaptability
- Creativity
- Emotional resilience
- Networking
- Self-promotion

- Performance
0. *What resources helped sustain your career in the dance sector? Please select all that apply.*
- Access to free/reduced accounting services
 - Access to free/reduced cost legal services
 - Attendance at classes and/or workshops
 - Attendance to dance-based conferences
 - Attendance to general artist conferences (eg. APAP)
 - Continued education in a degree program
 - Supportive community/network of other dancers
 - Training through a long-term (2 weeks or more) non-degree program
 - Other _____
0. *Prior to COVID, when you received contract for a dance performance, it typically included which of the following clauses? Please select all that apply.*
- Artist's rights (e.g. copyright, etc.)
 - Cancellation terms by both parties
 - Itemization of extra costs and payment of these costs (e.g. mileage, travel)
 - Payment
 - Payment terms
 - Project information (e.g what the project includes such as tech specs, rehearsal, number of performances)
 - Project timeline
 - Other _____
0. *Post-COVID, when you received contract for a dance performance, it typically included which of the following clauses? Please select all that apply.*
- Artist's rights (e.g. copyright, etc.)
 - Cancellation terms by both parties
 - Itemization of extra costs and payment of these costs (e.g. mileage, travel)
 - Payment
 - Payment terms
 - Project information (e.g what the project includes such as tech specs, rehearsal, number of performances)
 - Project timeline
 - Other _____
0. *Please describe any significant or major changes that have occurred, in your experience to the dance contracts you have signed pre- and post-COVID?*
0. *For your employment within the dance sector, what is the ideal work situation? Please order most important to least important.*
- Adequate resources
 - Autonomy and empowerment
 - Collaboration

- Flexibility
- Open and transparent communication with employing organization
- Opportunities for growth and development
- Physical comfort and safety
- Well-being and work-life balance

Financial Information

0. *What was your total pre-tax income during the past 12 months?*
- Less than \$20,000
 - \$20,000-\$34,999
 - \$35,000-\$49,999
 - \$50,000-\$74,999
 - \$75,000-\$99,999
 - Over \$100,00
0. *How much of that income is related to employment within the dance sector?*
- A lot (60-100%)
 - A moderate amount (26-59%)
 - A little (1-25%)
 - None at all (0%)
0. *What is your **primary** earned revenue resource to maintain financial stability?*
0. *In the past 12 months, have you received any of the following financial support to maintain financial stability? Please select all that apply.*
- Fellowships/awards
 - Financial support from family/friends
 - Financial support from partner/spouse
 - Grant funding
 - Residencies
 - Unemployment benefits
 - Other _____
0. *In the past 12 months, have you relied on any of the following resources for financial stability? Please select all that apply.*
- Bank loans
 - Credit cards
 - Education loans
 - Inherited wealth
 - Personal savings
 - Retirement funds
 - Support from others (spouse, partner, family, etc.)
0. *In the past 12 months, have you been forced to relocate to a more affordable location to maintain financial stability?*

- Yes
- No

Self-Reported Standard of Living

0. *In the past 12 months, which basic needs were you able to afford? Please select all that apply.*

- Able to afford housing
- Able to buy food
- Able to buy medication
- Able to continue physical/mental health services
- Able to pay bills
- Able to put funds into savings
- Other _____

Demographic Information

0. *Please indicate your geographic region. Click here for reference:*
<https://education.nationalgeographic.org/resource/united-states-regions/>

- Northeast
- Southeast
- Midwest
- Southwest
- West

0. *Please indicate your age.*

- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65 or over

0. *Which of the following best describes your gender identity?*

- Female
- Gender fluid
- Male
- Non-binary
- Transgender
- I prefer not to answer this question

0. *Which of the following best describes your racial or cultural background?*

- Asian
- Biracial or Multiracial
- Black or African American
- Hispanic or Latino/e/x

- Middle Eastern or North African
- Native American, American Indian, or Alaskan Native
- Native Hawaiian or Pacific Islander
- White
- I prefer not to answer this question

0. *Which of the following best describes your disability status? Please select all that apply.*

- Hearing disability (deaf, serious difficulty hearing, use of hearing aid)
- Intellectual, developmental, learning, or other cognitive disability
- Mental or emotional disability
- Mobility impairment / Ambulatory disability
- Vision disability (blind or visually impaired even with glasses)
- No disability
- I prefer not to answer this question

0. *Which of the following best describes your sexual orientation?*

- Asexual
- Bisexual
- Fluid
- Gay
- Lesbian
- Pansexual
- Questioning or unsure
- Straight (heterosexual)
- I prefer not to answer this question

APPENDIX 3. SURVEY RECRUITMENT INVITATION

Hello fabulous dance professionals!

As most of you know, I am currently working on my Ph.D. in Arts Administration at the University of Kentucky. This is the first doctoral program focused solely on arts administration in the United States. I am thrilled to be part of the inaugural cohort and my dissertation will be the first from this new degree program that concentrates on the dance sector. My dissertation's working title is "A Hyphenated Career: Sustainable Pathways for Dancers."

I would like to invite you to contribute to my research, which investigates the pathways dancers take to create and sustain careers in the dance sector, as well as their occupational identities and potential barriers within the dance ecosystem that hinder sustained professional success.

In order to better understand your dance career, I would invite you to complete the anonymous survey linked below. As there is a research gap in terms of quantitative understanding regarding a dancer's occupational identity and sustainable pathways for success, participation in this survey will offer a great benefit to the dance sector through data analyzing the viability of a dance career, the ways in which dancers can be prepared for occupations within the dance industry and dancer wages.

There is a total of 23 questions and the survey can be completed in under 10 minutes. The survey is also mobile friendly.

Please share widely within your dance circles, including students, colleagues, mentors/mentees, etc.

Survey Link: https://uky.az1.qualtrics.com/jfe/form/SV_eEQnUxdhBftAaeG

QR code attached.

As there are many of you on this email thread, please refrain from "replying all" and instead, direct any questions or comments directly to me at rafe225@g.uky.edu.

Thank you for your help with this research and for all you do for the dance sector!

With much appreciation,

APPENDIX 4. APAP BUILDING ETHICAL AND EQUITABLE PARTNERSHIP IN THE PERFORMING ARTS DOCUMENT



First, the difficult part.

The world is facing an extraordinary array of challenges as nations and economies struggle through the depths of the COVID-19 pandemic. In particular, the performing arts field continues to weather a long, brutal chapter of disruption due to the international crisis.

In March 2020, the whole world acknowledged the threat of the virus and the shutdown commenced.

Our venues closed.

Our shows stopped.

Our touring companies came home.

Two months after we began to grapple with COVID-19, another event sent shockwaves through our systems of working. George Floyd was murdered. We know that racism is not new. White supremacy culture is not new. The systemic injustice done to our BIPOC colleagues, our LGBTQ2SIA+¹ colleagues and our colleagues with different neuro-and physical-lived experiences has happened for years and continues during the pandemic. But something about this moment seemed to magnify things. And reminded us that we CAN change things. Our ways of life changed in an instant--**why can't we start making our theatres, offices, stages and rehearsal halls more just during this time, too?**

And now, here we are, the pandemics, both viral and racial, have affected all of us in the performing arts industry to some measurable degree: some of us have disappeared completely, some of us have been forced to furlough and for the rest of us, the future remains uncertain.

¹ Lesbian, Gay, Bisexual, Trans, Questioning/Queer, 2 Spirited, Intersex, Asexual, Plus (other non-hetero orientations or genders).



In the immediate wake of the shutdown, we witnessed a field-wide battery of artist engagement² cancellations. The economic pressures on all parties---regardless of the size of the artist group, institution, or company---were sudden and unsparing.

For some colleagues, that period of cancellation and negotiation went as well as it could, given the surrounding calamity, but for others it was a frustrating and often devastating period---one in which artists, agents, managers, and presenters of all types felt, in some way, unfairly undercut by enacted force majeure contract clauses. Enough parties communicated their concerns to APAP leadership to elicit a response. In July 2020, APAP formed a task force composed of representative members from across the field.

Our group was originally formed to review and develop a guide for equitable practices in contract and force majeure agreements. Initially, it seemed straightforward, yet as we proceeded, we began to realize that the discussions around force majeure were actually reflective of bigger questions about our field. Who holds power in these negotiations? How do we work with each other to achieve what is financially equitable when \$5000 does drastically **different things to different parties' bottom line**?

We found ourselves circling a more universal question: What collective foundations must we *share* in order to ensure equitable, long-term partnerships in the arts? The sustainable future of our shared arts ecosystem is at stake. If enough artists, managers and independent producers **simply can't survive and stay in our community, it will severely damage** the entire industry long term. Survival of the fittest does not have to dictate our future. We have a chance now to build it back better, together. This is an invitation to do just that.

A horizon.

During this time of deconstruction and inevitable rebuilding, we want to find more sustainable and fair ways of continuing the vital work of performing arts, **whether it's happening in schools**, clubs, theaters, performing arts centers, community centers, open fields, or in dorm rooms. We believe all of us got into this work because we are obsessed, on some level, with the power of connecting art with communities, whether our reference point is Alvin Ailey or Martha Graham, Luis Valdez or Tanya Tagaq, Andrew Lloyd Weber or J.S. Bach, James Luna or Meredith Monk, or Nina Simone or Kendrick Lamar.

This document serves as an invitation to how we might embrace relationships in this industry consistently built **upon ethical, equitable, and transparent practices**. How can our work **always take each party's** interests and needs to heart? How can we better communicate the true costs and opportunities for all sides of an engagement: what do an artist, an agent, a manager, a

² Engagement: (n) the act of engaging or the state of being engaged; involvement. A term encompassing the lifecycle of stages of work and creation before, during, and after an artistic performance.



producer, a presenter, an arts worker, an audience member and a community need in order to thrive and how can we achieve that outcome in every situation?

We invite you to join us in committing to action. Join us by committing to deploying ethical, equitable and transparent partnership practices. This is not a one-time effort, but rather, the start of an ongoing process and impactful campaign aimed at long-term, sustainable, fieldwide change.

This is a commitment to cultivating a new culture where artist, agent, presenter, and producer partnerships evolve as long-term relationships as opposed to strictly transactional ones. This new culture requires a different approach to contracting, and of finding ways to balance legal frameworks and requirements with partnerships and human considerations.

The new signposts

We work in a collaborative and diverse industry. There is no such thing as a one-person show.

When considering how to move forward as colleagues, it is vital that we move forward with information and mutual understanding in true partnership with compassion, care and empathy

We must listen and **hear** each other.

We must remember how to communicate with one another.

And we must value having a conversation before making a decision.

Equitable is a knot of a word. It is twisty and can look different from every angle, but at the end of the day, a knot is a unifier. It keeps two (or three or four or more) parts together. Some people hear it and think it means everyone gets the same. Some people hear it and think it means that they will get less.

But equitable means that all parties come away from the experience with the resources they need to thrive. And in these times **when we're working to dismantle systems** and center racial equity, this is also the time to redesign our overall practices and systems to be anti-racist.

It is important to promote transparency in all of our processes. Trust must be the basis of our relationships and how our work continues. Presenters connect to their communities. In turn, agents, managers and producers help to bring to those venues the artists who engage and inspire those communities. Resources---practical, intellectual and emotional---are exchanged at all levels. It is imperative that we communicate precisely what is being exchanged and what it costs. This transparency, vulnerability and trust are vital to moving forward together.

In this guide, you will find resources, provided by your colleagues, which you can use as you begin the work of reimagining contracting and pursuing your own equity and anti-racist



practice. These resources have been worked on collectively and throughout many months by many professionals across the field.

Steps you can take to ensure a more sustainable future for our field:

As we work towards creating a sustainable arts ecosystem, how do we keep transactional interactions ethical?

1. Adopt more equitable language in your contracts.

Language is important. Defining contractual terminology so we know what, for example, “mutually agreeable” or “amicable” means to each other and in our partnership to ensure mutual understanding and consensus. We should use language that is fair to all parties.

Redefine performances as *engagements* because an engagement begins upon a **company’s acceptance of** the engagement which includes the company investing in goods and services in preparation for the performance and any subsequent community engagement activities, marketing efforts, etc. whether live or virtual. *Engagement* allows an open term to assign value to services rendered in advance of a final performance³.

Use anti-racist and gender inclusive language. Create riders or addenda addressing disability access, intersectionality, decolonization, codes of conduct, etc.

Address the health and safety of performers, audiences, staff and volunteers if moving forward with the engagement, and include COVID-related protocols and considerations in the contract. Incorporate these into technical and hospitality riders, throughout the contract, or add a safety and sanitization rider or addendum.

2. Advocate for and model greater transparency around fees.

Redefine stages of work, thus diversifying payment structures for artists, producers, agents, and managers. Honor the steps of engagements by restructuring payment plans. Diversify when artists, producers, agents and managers will have access to fees so they can support their art.

Advocate for and model transparency around fees, including virtual content fees, the breakdown of how resources flow, how project budgets are put together. This is important for parties on all sides of the contract.

³ Dance/USA Joint Working Group: Equitable Partnership



Use terms like “first payment” instead of “deposit,” and determine with each contracted payment what is or is not refundable. If your institution does not allow for advance payments, non-refundable deposits, are there alternative ways to pay artists? Consider making a commissioning payment, residency payment or reimbursement payment for expenses incurred.

3. Consider alternatives to invoking force majeure.

As we move through a period of no capacity to limited capacity to eventual full capacity, what do engagements look like? How does hybridization or the digital component of performance fit in? Force majeure, as we have seen during the pandemic, does not just mean postpone, or cancel, or move forward with the engagement. There is a lot of grey area in **between, and it’s worth** figuring out together how you can still make the engagement work. Innovation is a big part of that and recognize that there is no one way to do this.

As you reschedule engagements with artists, managers, and producers, consider building in terms that provide transparency on what each party needs to be made whole, including options that consider adequate compensation for the preparation and digital execution of digital performances and community engagements.

Include and address the health and safety of performers, audiences, staff and volunteers prior to and during the engagement.

Reframe force majeure clauses and define how in unforeseeable events, such as COVID-19, parties can join together in discussion about mutually beneficial actions.

Additional resources to do this work:

Here you will find guidelines, examples and other tools to inform steps toward building more equitable relationships. The following resources were created through a rigorous process by a diverse group of industry professionals who held *equity, partnership, and innovative reimagining* as guiding principles for shifting our performing arts culture from transactional to long term equitable partnerships.

The spirit behind the creation of the [Dance/USA Joint Working Group: Equitable Partnership document](#) was to gain a greater understanding of equity amongst our colleagues in the field, through collaboration, conversations and working in good faith. Members of Dance/USA, comprised of presenters, agents, managers, producers and promoters formed a Joint Working Group to specifically address the contracting and force majeure process. We have been working collectively to outline suggested practical principles and practices which we feel can support a more sustainable future, benefiting everyone in the field. The document will be accessible via the Dance USA website.



Artist, choreographer, cultural activist, and writer Emily Johnson shares her [Decolonization Rider](#) as one tool to promote the inclusion of Indigenous and BIPOC artists in artistic programming, promote relationships to local Indigenous Nations and use of Land Acknowledgements, pathways that address and make reparations, and one step in a process towards decolonization.

[Creating New Futures Document: Working Guidelines for Ethics & Equity in Presenting Dance & Performance](#) is a “living document” that attempts to frame principles and guidelines for conversations within the dance and performance field to shape our futures in light of the extraordinary chaos and disruption caused by COVID-19. The document addresses concerns regarding cancellations and what future work, funding, survival might look like. More pressingly, it looks beyond the present moment to address long standing inequities, deficiencies, and power imbalances in the field, which directly reflect the capitalist and neoliberal structures of the broader culture. The document is, ultimately, a call for radical action.

Glossary of Terms:

Offer and Acceptance - The formation of a contract, often a specific proposal. The acceptance of the offer provides structural foundation for the contract.

Letter of Intent - A document outlining the terms for both parties before a formalized agreement is in place. The letter states their intention to enter into a contract. These are generally not binding or enforceable, but allow parties to specify and agree on terms.

Compensation and payment terms - Terms generally based on services or a scope of work to be completed over a period of time. Not limited to the engagement, these terms can include work prior to the engagement, the engagement itself, and post-engagement, allowing for payments to be spread out over time.

Compensation and payment terms can include: remounting commissioning, commissioning, residency activities, curricular development and co-teaching, donor stewardship events. etc.

We encourage institutions that traditionally do not make payments until after the engagement to rethink how to frame “**services are rendered**” in their contracts while managing to stay within their governing laws and regulations. Finding ways of adjusting payment terms and provide payments in advance of the engagement or performance will provide more long-term stability for artists, agents and managers, producers, technicians and other contract-based performing arts workers working through the lifespan of a touring production.



Engagement - Refers to the period of preparation, communication and activity between the artist, agents, managers, producers, and presenters, which includes but is not limited to contracting, advancing technical and residency activity details and ultimately completing a final performance. Thus, we are making the suggestion to revise the contract terminology from "Performance" to "Engagement."⁴

Engagement activities - All activities that will take place according to the agreement or contract. These can include: public performance(s), educational activities, donor events, talkbacks, etc.

Mutually agreeable - Typically found in an agreement at the end of a statement that defines a scenario which requires conversation between the parties involved in the agreement, in order to design and settle on a proposed action that is consensual.

Force majeure - Provision commonly found in contracts that frees both parties from obligation if an extraordinary event prevents one or both parties from performing. These events must be unforeseeable and unavoidable, such as a natural disaster, war or riot.

Breach of contract - A violation of or failure to perform a contractual obligation.

⁴As defined in the document Dance/USA Joint Working Group: Equitable Partnership



A special thanks to all who contributed to the creation of this document:

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APPENDIX 5. CREATING NEW FUTURES DOCUMENT LINK

Creating New Futures: Working Guideline for Ethics and Equity in Presenting Dance and Performance

<https://drive.google.com/file/d/105YBk17paK7Zk0-0d7vCU0JrKf72792a/view>

APPENDIX 6. DANCE/USA EQUITABLE CONTRACTING RESOURCES

Stanford clinic document 07/21/22

Equitable Contracting Resources | overview

Introduction

This document provides an overview of three resources relating to equitable contracting. The resources are:

- a generic Engagement Agreement that reflects an effort to express equitable contracting and related themes in contract format and language
- a set of additional provisions intended as references for addressing specific concerns that may arise in a negotiation and are not covered in the generic agreement
- a one-page "cheat sheet" intended as a possible tool for contract "walk-throughs" or other discussions between presenters and companies or their representatives

These materials reflect themes that emerged from recent dance and performing arts community conversations and publications. That work includes the Dance/USA Joint Working Group's "[equitable contracting](#)" paper, Creating New Futures' "[guidelines for ethics and equity in presenting dance and performance](#)," and APAP's "[building ethical and equitable partnership](#)" initiative and ArtsForward's "[funding guidelines](#)." The materials also reflect review of multiple template agreements used by presenters and companies.

Please note that these materials are not intended as templates but instead as resources and idea-starters. They address many but not every issue, concern, goal, idea, or vision called out in the prior work. The resources should be viewed as an effort to take another step in the process toward fieldwide change.

Additional information about each resource is provided below.

Engagement Agreement

Terms

The generic Engagement Agreement reflect core themes from the equitable contracting and related work. For example:

- The contract includes a staged compensation structure; the terms recognize and require payment for pre-performance work by Company.
- Such pre-performance payments are not returnable in any circumstance other than termination of the agreement by reason of Company's material breach of contract.
- Force majeure does not allow for immediate termination but instead requires an effort to reschedule.
- Company may retain all payments made prior to cancellation by reason of force majeure whether or not the parties reschedule the engagement.
- Cancellation by reason of breach of contract involves full payment to Company if Presenter breaches and, as noted, full return of payments and expense reimbursement of up to 10% of the total compensation to Presenter if Company breaches.

The contract draws on both presenter and company templates and tries to reflect a somewhat balanced approach to other terms including exclusivity, film and photography, promotion, venue use and care, rights and permissions, and front of house matters.

Relationship and language

In line with themes expressed in the community work:

- The contract is titled "Engagement Agreement" not "Performance Agreement," uses the term "engagement" throughout, and does not use the term "deposit" when referring to pre-performance payments.
- The contract sets out a shared goal of treating the Engagement as a relationship, not simply a transaction, including maintaining an environment that is safe, respectful, and welcoming of all, attending to health and safety, communicating openly, and working together to resolve challenges.

The contract also makes targeted use of terms such as "good faith," "reasonable," "cooperate," and "equitable," terms that have the benefit of being both consistent with the relationship orientation and that are regularly used in contracts. Please note also that the contract include a provision intended to address legal counsel questions about the "shared goal" language.

Format

The format is designed to be user-friendly and responsive to transparency and contract literacy considerations. To that end:

- For ease of reference, key business and logistical terms such as dates, engagement activities, compensation, travel arrangements, and deadlines, are consolidated in a table at the beginning of the document.
- Other topics, such as artistic control and responsibilities, lighting and equipment, promotion, and cancellation, are addressed in an attached set of terms and conditions.
- In line with industry practice, the contract contemplates the addition of tech, health and safety, funding, accessibility, hospitality, and other riders.
- In an effort to enhance navigability and readability, the contract makes liberal use of captions, uses short paragraphs, short sentences, and bullet point sections where possible, and tries to make minimal use of legalese.

Streaming

Please note that the document does not contain terms relating to streaming. The document is designed in a way to permit the addition, in appropriate cases, of a rider or addendum setting out streaming terms.

Additional Provisions

The "additional provisions" document contains provisions intended to serve as references for addressing specific concerns that may arise in a negotiation and are not covered in the generic agreement. The provisions, which touch on both business and legal topics, are adapted from template agreements used by a variety of presenters and companies. The selection of topics generally reflect patterns seen in the templates; it necessarily does not reflect every topic addressed in such documents.

Cheat Sheet

The cheat sheet summarizes selected provisions of the generic agreement. It is intended as a possible tool for use in contract "walk-through" meetings. For clarity, the cheat sheet is **not** intended to serve as a term sheet, letter of intent, or similar document that may be used in pre-contract negotiations. It is simply intended to facilitate informal briefings and other educational sessions regarding contract scope and coverage.

Dance/USA, the other individuals and groups noted above, and Dance/USA's collaborators in preparing these materials, are not providing legal or business advice in making them available. The materials are intended solely as resources and idea-starters for Dance/USA members and other interested parties. Dance/USA encourages users to consult with counsel regarding use of these materials in preparing and negotiating contracts, including relevant considerations under local law. Dance/USA, the other individuals and groups noted above, and Dance/USA's collaborators, do not make and are not making any representations, warranties, promises, or guarantees regarding the materials or their suitability for particular artists, companies, or presenters.

Engagement Agreement

Stanford Clinic document 07/21/22

This is an Engagement Agreement ("Agreement") between _____ ("Company") and _____ ("Presenter").

Background: this Agreement sets out the terms for the engagement of Company by Presenter to perform at the venue and carry out the other activities described below. The parties share a goal of treating the engagement as a relationship not a transaction, maintaining an environment that is safe, respectful, and welcoming of all, attending to cast, staff, and audience health and safety, being transparent and communicative with one another, and working together constructively in responding to opportunities and challenges.

Document organization: the first part of this Agreement (called "Plan") sets out core understandings regarding engagement activities, compensation and payment, travel arrangements, and other matters. The second part ("terms and conditions"), covers topics such as artistic control and responsibilities, rights and permissions, technical matters, filming and photography, promotion, and cancellation. The two parts together make up the Agreement.

Venue	The location for performances is _____ ("Venue").
Engagement activities	<p>Activities Company's activities at the Venue will include:</p> <ul style="list-style-type: none">a) load-in on [date]b) performing on [date], [date], and [date]c) leading a workshop with local students on [date]d) participating in a talk with Presenter donors on [date]e) attending a reception with Presenter donors on [date] <p>The preparatory, promotion, performance, and other activities contemplated by this Agreement are referred to collectively as the "Engagement."</p> <p>Billing The billing for the performance will be "_____."</p> <p>Streaming Terms regarding streaming, if any, of performances or other Engagement activities are set out in an addendum or exhibit to this Agreement.</p>
Compensation	<p>Compensation Presenter will pay Company ("Compensation") as follows:</p> <p>\$__ upon Company's signature of this Agreement and invoice delivery \$__ on _____ \$__ on _____ \$__ on _____ [upon final performance]</p> <p>This structure takes into account Company's pre-performance activities and expenses as set out in Section 7.1, and streaming presentations, if any, as set out in an exhibit. Compensation payments made prior to the date of the first performance are referred to as "Pre-Performance Payments."</p>
Payment	<p>Presenter will make all Compensation and expense reimbursement payments to Company in U.S. dollars by check, wire transfer, or digital transfer to:</p> <p>[insert bank account or other relevant information]</p>

This document is not a template fill-in the-blank contract. The document is intended solely as a resource and idea-starter for Dance/USA members and other interested parties. It is not designed for any individual organization's particular situation, and it does not convey or constitute legal or business advice. Dance/USA encourages users to consult with counsel regarding use of this document in preparing and negotiating contracts, including relevant considerations under local law.

	Other financial matters are covered in Section 7.
Taxes	<p>Presenter may withhold ___% of each Compensation amount payable in accordance with local, state, and federal tax requirements. Additional information regarding taxes is provided in Section 7.</p> <p><i>[delete row if not relevant]</i></p>
Travel and accommodations	<p>Air/train/bus travel to the host city <i>[insert terms]</i></p> <p>Hotel or other accommodations <i>[insert terms]</i></p> <p>Ground transportation <i>[insert terms]</i></p> <p>Hospitality <i>[insert terms]</i></p> <p>Other <i>[insert terms]</i></p> <p><i>[note: can attach rider if appropriate]</i></p>
Exclusivity	<p>Company will not, without Presenter's approval, perform within a ___-mile radius of _____, during the period beginning on _____ and ending on the date ___ days after the date of Company's final performance of the Engagement.</p> <p>Company will not, without Presenter's approval, carry out a class, workshop, or other non-performance activity outside of the Engagement within a ___-mile radius of _____ during the period beginning on _____ and ending on _____.</p>
Programs	<p>Presenter at its expense will design and print <i>[alternatively: create and make available digital]</i> house programs for each performance.</p> <p>Other program matters are covered in Sections 3.4 and 5.3.</p>
Complimentary tickets	<p>Presenter will provide Company with complimentary tickets as follows:</p> <p><i>[insert number and other details]</i></p> <p>Company will provide Presenter with Company's complimentary tickets guest list, for the entire run, no later than _____. Presenter may thereafter release for public purchase, or otherwise dispose of, any unclaimed tickets.</p>
Merchandise sales fee	<i>[insert terms regarding venue fees, payment mechanics, staffing, register, set-up, and other logistical items or delete row if not relevant]</i>
Insurance	<i>[insert insurance requirements for both parties or reference exhibit]</i>
Company contact information	<i>[insert contact data, including for artistic and production leads and for managers/agents as appropriate]</i>

Presenter contact information *[insert contact data, including for administrative, production, promotion, and box office leads as appropriate]*

Key dates **Date of contract signing:**
 Pay first payment
 Provide W-9, WBBEN-E, CWA or other required documents

[add other key dates/events/deliverables, e.g., load-in, production meeting, and rehearsal dates if known; delivery of photos and other promotional materials; delivery of comp ticket list; delivery of content for pre-event welcome; classes or workshops]

Date of final performance:
 Pay balance of Compensation

Exhibits and other terms The following exhibits are attached and part of this Agreement:
[add as appropriate streaming, COVID, tech rider, production schedule, loca, state, and federal tax withholding details, fire safety and other required permits, external funding or commission, and other exhibits]

By signing below, Presenter and Company each confirm that it understands and agrees to the terms of this Agreement.

[Presenter name]

[Company name]

Signature

Signature

Print name

Print name

Print title

Print title

Date

Date

Acknowledged by:
[Management firm/agency name]

Signature

Print manager/agent name

Print title

Date

Terms and Conditions

1. Production

1.1 Artistic Control

Company will have sole control over all artistic matters.

1.2 Choreography, Design, and Cast

Company will provide all choreography, lighting design, scene design, artistic direction, and cast.

1.3 Production Inventory

Company will provide all sets, costumes, props, and other production inventory except as may otherwise be agreed with Presenter.

1.4 Company Staffing and Leads

Company will provide sufficient staff for Company's production and administrative needs.

1.5 Cast

Company has full discretion in selecting cast. If a cast member is unable to perform as planned due to death, illness, injury, family issue, or other cause, Company will use good faith efforts to provide replacements of the same artistic quality, it being understood that Company will be the sole judge of the artistic quality of such replacements.

1.6 Changes in Repertoire

Company will not substitute repertoire without first consulting with Presenter.

1.7 No Other Performers

Unless otherwise agreed by Company and Presenter, no joint or assisting artists or other performers will appear in connection with Company at any performance.

1.8 Schedule

If a production schedule is not attached as an exhibit, Company and Presenter will cooperate in developing such a schedule.

1.9 Rights and Permissions

Company will be responsible for obtaining all rights and permissions as may be necessary in connection with Company's performances including, without limitation:

- a) all copyrights, grand rights, synchronization rights, and other licenses and permissions with respect to musical compositions and sound recordings;
- b) all choreography, lighting design, set design, costume design, props, video, and imagery licenses and permissions
- c) permissions and releases from all individuals (including minors, if any) who appear in performances

2. Technical Matters

2.1 Presenter Technical Information

Prior to entry into this Agreement, Presenter has provided Company with an equipment list, Venue specifications, and other technical information about the Venue.

2.2 Company Technical Information

Company will provide to Presenter technical information as follows:

- a) If repertoire is fully developed and technical requirements are known, provide to Presenter a full technical rider to be attached as an exhibit to this Agreement.
- b) If repertoire is still in development and technical requirements are not known, provide to Presenter such information as Presenter may request through a questionnaire, rider template, or other document provided by Presenter.

Presenter acknowledges that if the repertoire to be performed has not yet premiered, limited technical information may be available at time of entry into this Agreement. Company and Presenter will consult and otherwise keep each other advised of changes in technical requirements or in equipment or facilities.

2.3 Agreement on Technical Requirements

Company and Presenter will negotiate technical arrangements in good faith, including discussing and resolving, no later than a date agreed by the parties, any Company requirements involving space, time, crew, equipment, or other technical elements not ordinarily supplied by Presenter to touring dance companies. Company and Presenter will document such agreements in the final tech rider or comparable document.

2.4 Audio and Multimedia

Company will provide high quality recorded audio content and high quality recorded multimedia/projection content if applicable.

2.5 Lighting, Sound, and Other Equipment

Company and Presenter will carry out lighting and sound arrangements as follows:

- a) Presenter will provide all sound and lighting equipment identified on its equipment list at its expense.
- b) If any required equipment is not available at the Venue as part of its equipment inventory, Company and Presenter will agree on responsibility for procuring and paying for such equipment.
- c) If Company wishes to bring and use its own equipment, Company will so advise Presenter, and may not install or use any such equipment unless it first obtains Presenter's approval of such use and its operation.
- d) Presenter will ensure that its equipment will be present and pre-hung at the Venue as required in the technical rider prior to Company's arrival at the Venue, and will be in good working order.
- e) Company may not use or operate Presenter's equipment, turn on stage lights, or use the Venue audio system unless it first obtains Presenter's approval and a Presenter technician is present.

2.6 Venue Features and Preparation

Presenter will:

- a) ensure that the Venue has lighted dressing rooms equipped with make-up mirrors, tables, chairs, hot and cold running water, showers, and hanging facilities for costumes; and functioning private toilets near the stage
- b) clear and clean the Venue's stage before Company's initial arrival at the Venue
- c) make the Venue available to Company for load-in, scenery installation, rehearsal, and other agreed activities by the dates and times set out in the production schedule
- d) ensure that the Venue will be adequately heated, cooled, lighted, cleaned, and in good working order throughout Company's presence
- e) work with Company in good faith to support Company's requests subject to Venue capabilities

Company and Presenter recognize the possible need for, and will cooperate in planning and carrying out, facility, technical, and other adjustments arising from performances held at outdoor, public space, or other non-theater performance locations.

2.7 Backstage Staffing

Presenter will provide such load-in and load-out crew, stagehands, stage carpenters, electricians, lighting and sound operators, and local labor as contemplated by the final technical rider and as otherwise deemed by the parties to be appropriate for the efficient and safe execution of performances and other Engagement activities, and as may be required by any union having jurisdiction over any such services. Company will comply with labor laws and union contracts and rules applicable to Engagement activities at the Venue.

2.8 Access to Studio Space

During the Engagement, Company may request access to studio space, or to the stage if no studio space is available. Presenter will provide such space subject to availability and agreement with Company on space needs and access times.

2.9 Government Permits

Presenter will obtain and maintain required government permits and licenses for its facilities and for activities carried out in the Venue during the Engagement.

3. Front of House

3.1 Staffing

Presenter will provide front-of-house staff, including box office personnel, ticket takers, ushers, and custodians as Presenter deems necessary to properly staff each performance and other Engagement activities.

3.2 Ticket Sale and Prices

All ticket sales will be through Presenter's box office. Presenter will have sole discretion to set ticket prices and discounts and sole authority to provide complimentary tickets to the press or other parties.

3.3 Ticket Sales Reports

Presenter at Company's request will provide tickets sales reports to Company beginning ___ days before the first performance and ending with a report regarding the final performance.

3.4 Programs

Company will provide Presenter with appropriate copy for house programs by the date set out in the Plan. Such copy will include, without limitation, text, artists' and performers' names and biographies, and such other credit lines as Company may reasonably determine. Presenter will not make changes in such copy without first obtaining Company's approval.

3.5 Pre-Event Welcome

Presenter and Company each will notify the other, no later than the date set out in the Plan, of whether it wishes to make an announcement before a performance and, if so, the proposed content of such announcement. Presenter and Company will cooperate in coordinating such announcements and resolving any concerns.

3.6 Audience Warnings

Presenter will communicate to audiences photosensitivity, atmospheric effect, parental, and trigger warnings as Presenter determines is appropriate.

3.7 Company Merchandise

Company may sell merchandise at the Venue if and as provided in the Plan.

3.8 Company Receptions

Company may, with advance approval by Presenter and at Company's expense, hold receptions following each performance in the space designated by Presenter. Company and Presenter will discuss and agree on set-up, catering, clean-up, and other logistical matters relating to such receptions.

3.9 Presenter Events and Receptions

Presenter may at its discretion hold patron, donor, sponsor, school, and other events during the Engagement. Presenter will provide reasonable advance notice of such events to Company.

Company will have no obligation to participate in any such events except as provided in the Plan or as otherwise agreed.

4. Film and Photography

4.1 Limited Rights to Record

Except as may be provided in an exhibit relating to streaming, and except for the archival recording contemplated by Section 4.2, Presenter may not record a performance or make a recording publicly available unless Presenter and Company first enter into a separate agreement to that effect.

4.2 Presenter Archival Recording

Presenter may at its expense record a performance (a "Recording") for internal archival purposes. Presenter may not use the Recording for non-archival purposes except for the limited purpose set out in Section 5.5 or as otherwise separately agreed with Company. Presenter will provide Company with one copy of the Recording at no charge upon Company's request.

4.3 Presenter Photography and Videography

Presenter may take and use still photos and video segments of rehearsals and performances, and of workshops, panels, or other Engagement activities if any, for archival purposes, and for limited promotional uses as provided in Section 5.5. Presenter upon Company's request will at no charge provide Company with copies of such photos and videos.

4.4 Company Photography and Videography

Subject to Venue requirements, Company will be free to arrange at its expense for photographers and videographers to attend rehearsals, performances, and any other Engagement activities and take still photos and video segments for Company's non-commercial purposes. Company will coordinate any photographer and videographer access with Presenter.

4.5 Rights and Permissions for Photos

Company and Presenter will each be responsible for obtaining all needed rights and permissions from photographers and videographers, and for making needed fee, license, or other payments, in connection with photos and videos obtained by such party.

5. Promotion

5.1 Billing

Company and Presenter will both use the billing set out in the Plan.

5.2 Promotion Management

Presenter will lead promotional planning and execution for the Engagement. Presenter will produce at its expense all public relations materials, promotional materials, press releases, posters, website and social media content, and other promotional materials relating to the Engagement.

5.3 Materials Supplied by Company

Company will, no later than the date set out in the Plan, provide Presenter with photos, video segments, high resolution logos, other publicity materials, and related photographer credits appropriate for use by Presenter in preparing the programs and promoting the Engagement.

5.4 Company Review of Promotional Materials

Presenter will provide Company with proposed promotional materials in sufficient time for Company to review prior to public distribution. Presenter will make such changes as Company may reasonably and timely request. Where the names of any member of Company appear in any promotional materials, Presenter will list them in such order as Company may instruct.

5.5 Use of Materials

Presenter will carry out promotional activities as follows:

- a) Presenter may publicly use materials provided by Company, Company's name and logo, and photos and video segments as described in Section 4.3 for the sole purpose of promotional materials and publicity relating to the Engagement. Presenter may not use such materials and segments after the Engagement or at any time for general

marketing, grant, fundraising or other purposes without first obtaining Company's approval.

- b) Presenter will only use photos of Company members that are provided or otherwise approved by Company.
- c) Presenter may use only brief segments (no longer than three minutes in total) of the Recording or any other video of a performance or rehearsal.
- d) Presenter will not, without first obtaining Company's approval, create or sell any merchandise bearing Company's name or logo or any photos or other images of Company dancers or other personnel.
- e) Because workshops and similar activities may involve sensitive discussions with participants, Presenter may not publicly use any recording of any such activity without first obtaining Company's and participants' approval.

5.6 Company Participation in Promotional Events

Subject to Company's availability, Company will cooperate with Presenter's reasonable requests regarding promotional activities. Such participation may include, without limitation, media interviews, social media posts, and brief appearances in promotional videos. Presenter will provide Company with reasonable advance notice of such events, and, if possible, obtain and provide to Company in advance the questions to be asked during any media interview.

5.7 Sponsors

Presenter and Company may each solicit sponsorships for the Engagement and will inform each other of such solicitations. Each party will disclose to the other party any pre-existing sponsors and discuss any sponsor exclusions or conflicts. Presenter and Company will cooperate in providing appropriate recognition to sponsors in programs and other promotional materials subject to Venue or Presenter restrictions. Each party will retain all funds from sponsorships it obtains unless otherwise agreed.

5.8 Commissions and Other External Funding

Information regarding any applicable commission or co-commission of Company, or other external funding for the Engagement, is set out in an exhibit to this Agreement.

6. Venue Use

6.1 Venue Safety and Compliance

Company will:

- a) use due care at the Venue and keep it clean and in good order, and use it in compliance with any operating guidelines provided by Presenter
- b) not unreasonably disturb or interfere with Presenter's or other persons' activities in the Venue
- c) notify Presenter promptly if Company's activities damage the Venue or its contents or if Company personnel are injured at the Venue
- d) after each meeting, rehearsal, and performance, clean and leave in good order the space used by Company, in all cases subject to applicable union rules if any
- e) after the close of the Engagement, remove scenery and all other Company property from the Venue

6.2 Compliance with Law

Company and Presenter will comply with all laws applicable to their activities under this Agreement including, in the case of Company, ensuring that all sets, costumes, props, other production inventory, and equipment brought into the Venue comply with fire safety laws. Presenter will provide information to Company regarding local fire safety permitting or other requirements, and

will cooperate with Company in making filings and otherwise obtaining any necessary permits or other approvals.

6.3 Inspection

Presenter may enter areas of the Venue used by Company at reasonable times to inspect Company's use of the Venue, carry out repair or maintenance activities, access technical equipment, and take other actions Presenter believes are appropriate to maintain the Venue and accommodate its other users. Presenter will provide Company with reasonable notice of, and a Company representative may at its discretion be present during, such inspections.

6.4 Storage

Presenter will provide reasonable storage space during the Engagement for Company's production inventory or other Company property stored at the Venue.

7. Other Financial Matters

7.1 Acknowledgement

Company's activities under this Agreement include, without limitation:

- a) reviewing and negotiating this Agreement
- b) providing technical information, program copy, and promotional materials
- c) securing insurance required under the Plan if any
- d) rehearsing the repertoire to be performed at the Venue
- e) securing needed rights and permissions
- f) providing cast, costumes, and sets
- g) participating in planning, production, and other meetings with Presenter
- h) arranging for travel and other logistics
- i) carrying out the activities as set out in the Plan

Presenter acknowledges that the Compensation terms in this Agreement, including the Pre-Performance Payment or payments set out in the Plan, and the terms set out in Section 9 (force majeure) and Section 11 (cancellation and termination), reflect the fact that Company prior to performance will incur planning, rehearsal, and other expenses, that some or all of such expenses may be nonrefundable, and that Company will provide multiple deliverables to Presenter.

7.2 Compensation Payment as Condition

Company's obligations under this Agreement are expressly conditioned upon timely payment by Presenter of Compensation amounts.

7.3 Late Fee

If Presenter fails to make a Compensation payment by its due date, Presenter will upon Company's demand pay an additional sum equal to 5% of the amount overdue. Presenter will make the late fee payment, together with the fees owed, no later than three days after Company notifies Presenter of the charge.

7.4 Deductions

Presenter may deduct from the Compensation any amounts owing by Company to Presenter under this Agreement, it being understood that Presenter will advise Company and make itself available for discussion before making any such deduction. If the Compensation amount payable is insufficient to cover such unpaid amounts, Company will pay Presenter such difference no later than 30 days after delivery of invoice to Company by Presenter.

7.5 Taxes

Company will provide, prior to the first Compensation payment, all tax forms requested by Presenter. Company will have sole responsibility for all tax returns and payments required by any tax authority, and for paying all disability and unemployment insurance, workers' compensation, and other contributions that may be required in connection with receipt of Compensation or Company's activities under this Agreement. Presenter may withhold from Compensation payments taxes, fees, or other amounts as may be required by law and as so set out in the Plan. Presenter will promptly notify Company of any changes to this percentage, provide Company with contact information related to the state department of revenue or other taxing authority necessary to file for

possible refund, waiver, or reduction, and provide Company with a receipt attached to each Compensation payment.

7.6 Full Compensation

The Compensation will be Company's sole compensation in respect of the Engagement. Except as otherwise provided in this Agreement, Company will be responsible for payment of all of its expenses.

8. Legal Relationship and Other Agreements

8.1 Health and Safety

Presenter and Company will cooperate in establishing, and will comply with, health and safety protocols, including any set out in an exhibit to this Agreement.

8.2 Company Responsibility for Cast and Others

Company will communicate applicable requirements under this Agreement to Company cast members, staff, and contractors, and will ensure such persons' adherence to such requirements.

8.3 Harassment and Discrimination

Presenter and Company will not engage in any form of harassment, discrimination, abuse, or retaliation toward any individual in connection with the Engagement, including, without limitation, that which occurs on the basis of race, religious creed, national origin, disability, sex, gender identity, gender expression, age, or sexual orientation.

8.4 Legal Relationship

Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Company and Presenter for any purpose. Neither Company nor Presenter has the power or authority to bind or obligate the other to a third party or commitment in any manner.

8.5 No Infringement

Company confirms, represents, and warrants to Presenter that Company's performances and other activities under this Agreement do not and will not: (a) violate, infringe, or misappropriate any copyright, right of privacy, right of publicity, trademark, or other intellectual property right of any party; (b) be libelous or defamatory in any respect; or (c) violate or infringe any contract to which Company is a party.

8.6 Manager

This Section 8.6 is applicable if Company is represented by a manager, artist representative, or booking agent ("Manager"). Presenter understands that:

- a) Company has designated Manager as its sole and exclusive agent with respect to this Agreement.
- b) Company has authorized Manager to discuss any and all matters relating to this Agreement and to provide any relevant materials to Presenter.
- c) If this Agreement is executed by Manager on behalf of Company, Manager does so only as an agent for Company and not as a party to this Agreement, and is not responsible for any act or omission on the part of either Company or Presenter.

9. Force Majeure

9.1 Force Majeure

Neither Company nor Presenter will be liable to the other or be considered in breach of this Agreement for any failure or delay in performing its obligations under this Agreement due to any act of God; fire; flood; earthquake; natural disaster; hazardous weather situation; war; act of terrorism; civil disorder; strike or other labor dispute; governmental order; pandemic; epidemic; quarantine; health threat as determined by government authority; prolonged power failure or other prolonged interruption of public utilities; prolonged internet or telecommunication service failure; in the case of Company, incapacity of a key Company performer; or any other similar event in each case beyond the party's reasonable control (each, a "Force Majeure Event").

9.2 Events that are not Force Majeure Events

For clarity, Force Majeure Events do not include financial insolvency or distress, changes in a party's financial condition or performance, changes in general economic conditions, or slow ticket sales, whether or not resulting from a Force Majeure Event.

9.3 Consequences of Force Majeure Event

A Force Majeure Event will have the following consequences:

- a) A Force Majeure Event will excuse contract performance only to the extent performance is actually prevented or delayed by the Force Majeure Event.
- b) A Force Majeure Event will not (a) automatically entitle either party to immediately terminate this Agreement or (b) excuse payment of amounts owing as of the commencement of the Force Majeure Event.

9.4 Rescheduling after a Force Majeure Event

After a Force Majeure Event:

- a) Presenter and Company will discuss in good faith rescheduling any uncompleted Engagement activities or making other alternative arrangements.
- b) Presenter and Company acknowledge the possibility of changes over time in both expense and revenue items and Company repertoire, and will negotiate in good faith adjustments in compensation and other terms for rescheduled Engagement activities.
- c) Company may retain any Pre-Performance Payments made by Presenter whether or not the parties reschedule Engagement activities.
- d) Unless otherwise agreed by Presenter, Company will not perform in the same city of the Engagement until after a rescheduled performance and in all cases subject to the exclusivity terms set out in the Plan.

If the affected party remains unable to perform for a period exceeding 60 days after the commencement of the Force Majeure Event and the parties have not yet rescheduled the relevant Engagement activities to a date not later than __ months after the originally scheduled first performance, moved to a digital-only format, or otherwise made alternative arrangements, then either party may terminate this Agreement as provided in Section 11.4.

10. Indemnification and Liability

10.1 Indemnification

Company and Presenter each agree to defend, indemnify, and hold harmless the other and their respective directors, officers, agents, employees, and affiliates (collectively, "Company Parties" and "Presenter Parties," respectively), to the fullest extent under law, from and against all claims and liabilities, including reasonable attorneys' fees, arising out of or in connection with such party's performance of activities under or breach of any representation or covenant contained in this Agreement, except to the extent that such claims result from the other party's gross negligence, willful misconduct, or fraud.

10.2 Loss or Damage to Presenter Property

Company will be responsible for all damage to the Venue, equipment, furniture, or other property of Presenter caused by or resulting from Company's activities under this Agreement. Presenter may deduct the costs of any such damage from the Compensation, or invoice Company for the cost. Company will pay Presenter no later than 14 days after receipt of the invoice.

10.3 Loss or Damage to Company Property

Presenter will be responsible for all loss or damage to Company production inventory or other Company property caused by or resulting from Presenter's activities under this Agreement. Company will invoice Presenter for the cost. Presenter will pay Company no later than 14 days after receipt of the invoice. For clarity, Presenter will not be responsible for the loss, theft, or

damage of any personal property that may be stored or brought into the Venue by any Company cast or staff member or contractor.

11. Breach, Cancellation, and Termination

11.1 Presenter Breach

Company may cancel the Engagement and terminate this Agreement if Presenter materially breaches this Agreement and fails to cure the breach within 14 days after Company delivers to Presenter written notice of the breach. Such a termination will be effective upon delivery by Company to Presenter of a written notice to that effect. In such case, Presenter, no later than ___ days after the date of such termination notice, will pay Company an amount equal to the difference between the total Compensation and any Pre-Performance Payment previously made by Presenter to Company.

11.2 Company Breach

Presenter may cancel the Engagement and terminate this Agreement if Company materially breaches this Agreement and fails to cure the breach within 14 days after Presenter delivers to Company written notice of the breach. Such a termination will be effective upon delivery by Presenter to Company of a written notice to that effect. In such case:

- Company, no later than ___ days after the date of such termination notice, will repay Presenter all Pre-Performance Payments previously made by Presenter.
- If Presenter so requests within ___ days after the date of such termination notice and provides supporting documentation, Company will reimburse Presenter for marketing and other expenses incurred by Presenter in connection with the Engagement, up to an amount equal to 10% of the total Compensation.

11.3 Liquidated Damages

Company and Presenter confirm that the amounts payable under Sections 11.2 and 11.3 are intended to reasonably and fairly reflect the consequences of a breach, including loss of opportunities, visibility, reputational enhancement, and nonrefundable expenses of the nonbreaching party.

11.4 Force Majeure Termination

Company or Presenter may terminate this Agreement as provided in Section 9.4. Such a termination will be effective upon delivery of the notice by the terminating party. In such case, and as provided in Section 9.4, Company may retain any Pre-Performance Payments previously made by Presenter to Company.

11.5 Survival

The following Sections will remain in effect after the final load-out or after earlier termination of this Agreement: 1.9, 4.2, 4.3, 4.5, 5.5, 5.7, 7, 8.4, 10, 11, and 12.

12. General Provisions

12.1 Entire Agreement

This Agreement (including its exhibits) expresses Presenter's and Company's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or courses of dealing between Presenter and Company relating to its subject matter. If there is any inconsistency between any exhibit and the text of this Agreement, the text of this Agreement will control.

12.2 Amendment

This Agreement may be amended only as described in a written document signed by Presenter and Company that refers specifically to this Agreement and says that it is amending this Agreement.

12.3 Severability

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

12.4 Waiver

Waiver of any breach or provision of this Agreement will not be considered a waiver of any separate or later breach of this Agreement.

12.5 No Third-Party Beneficiaries

Except as contemplated by Section 10.1, this Agreement is for the exclusive benefit of Presenter and Company, and is not for the benefit of any third party, including, without limitation, any individual member or contractor of Company.

12.6 Approvals

This Agreement includes certain provisions in which one party must obtain the other party's approval. Unless otherwise specified, the party making the request must do so in writing, and the other party's approvals must be communicated in writing. For clarity, such writings include email and text messages, but not chat or direct messages communicated through collaboration platforms such as Zoom or Microsoft Teams.

12.7 No Assignment

Company may not assign Company's rights or delegate Company's duties under this Agreement to anyone else without the prior approval of Presenter.

12.8 Relationship Goals

For clarity, the goals set out in the paragraph captioned "Background" on the first page of this Agreement are not intended to and do not establish binding legal obligations but instead are a statement of the parties' shared goals and aspirations for how they will work together under this Agreement.

12.9 Governing Law, Exclusive Jurisdiction

This Agreement is governed by the internal laws of the state where _____ is domiciled, including its statute of limitations, without giving effect to any borrowing statute or other law that would result in the application of laws of any other jurisdiction. Presenter and Company consent to the exclusive jurisdiction of the state and federal courts for the city where _____ is domicile.

12.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

Engagement Agreement | Additional Provisions

This document contains a variety of contract provisions that are intended to serve as references for addressing specific concerns that may arise in a negotiation and are not covered in the generic engagement agreement. The provisions, which touch on both business and legal topics, are adapted from template agreements used by a variety of presenters and companies. The selection of topics generally reflect patterns seen in the templates; it necessarily does not reflect every topic addressed in such documents or every issue that could surface in a particular engagement.

Engagement Activities (row 1 in Plan)

Community Presence and Engagement Activities

If Presenter has engaged Company both to perform and to conduct other engagement activities (such as lectures, demonstrations, school shows, master classes, classroom or panel discussions, and movement-based workshops), Presenter and Company will plan and agree on the nature and scope of such activities at least ___ months prior to the first day of the Engagement. Company has no obligation to carry out any such activities on performance dates (other than post-show discussions) or to conduct movement-based classes or activities on travel days. Company, with Presenter's approval, may cancel a residency activity if Company concludes that there are too few participants for a meaningful experience.

for use in setting expectations regarding classes and other residency activities

Additional Activities

For clarity, Company will not be obligated to participate in activities other than those set out in this Agreement. Company participation in such activities as requested by Presenter is subject to Company's availability and may require payment of additional compensation as agreed by Company or Manager and Presenter.

for use in setting expectations regarding classes and other residency activities

Film and Photography (section 4 in terms and conditions)

Company Use of Photos

If Company publicly uses any photos taken by Presenter for promotional or other purposes, Company will credit such photos as "courtesy of _____" in all media where it uses the photos.

for use if Presenter requires Company to credit Presenter for photos taken during Engagement

Force Majeure (section 9 in terms and conditions)

Notice of a Force Majeure Event

Should a Force Majeure Event occur, the affected party will give prompt written notice of such event to the other party. The notice should describe the nature of the event, the expected impact on the affected party's activities under this Agreement, and the steps the affected party is taking or will take to address the problem.

for use if parties want fuller information about the nature of and response to a Force Majeure Event

11.4 Force Majeure Termination

Company or Presenter may terminate this Agreement as provided in Section 9.4. Such a termination will be effective upon delivery of the notice by the terminating party. In such case, and as provided in Section 9.4, Company may retain any Compensation amounts previously paid by Presenter to Company. Presenter will also pay Company a prorated portion of the balance of the Compensation in respect of Engagement activities completed by Company and not covered by Compensation amounts previously paid by Presenter.

for use if parties wish to address possibility of force majeure event occurring during Engagement

11.4 Force Majeure Termination

Company or Presenter may terminate this Agreement as provided in Section 9.4. Such a termination will be effective upon delivery of the notice by the terminating party. In such case, and as provided in Section 9.4, Company may retain any Compensation amounts previously paid by Presenter to Company. In addition, if Company has arrived in Presenter's city and a Force Majeure Event occurs which prevents or delays either party from carrying out its obligations under this Agreement, then Presenter will pay Company an amount equal to all out-of-pocket expenses incurred by Company in connection with Company's travel to and appearance in Presenter's city including, without limitation, non-refundable airfare, hotel, freight, and storage costs, and local rehearsal costs including dancer and collaborator fees. Company will invoice Presenter for such amounts. Presenter will pay Company no later than 14 days after receipt of the invoice. Company will provide receipts or other documentation of such expenses upon request of Presenter.

for use if parties wish to address possibility of force majeure event occurring after Company arrives in Presenter's city

.....
Front of House (section 3 in terms and conditions)

Capacity Reduction

Presenter in its discretion may limit attendance at any performance due to government directive or its good faith judgment regarding health and safety. Such a decision will have no impact on Presenter's obligation to pay the full Compensation, and does not constitute a breach of this Agreement by Presenter.

for use if Presenter wants to limit Venue capacity

Food and Beverage Sales

Presenter may sell food and beverages before, during, or after performances, and during any intermission, at its discretion.

for use in setting expectations about Presenter activities at the Venue

.....
General Provisions (section 12 in terms and conditions)

Notices

Notices under this Agreement must be in writing and delivered by mail, hand delivery, email, [or text message] to the contact persons set out in the Plan. These addresses may be changed by written notice to the other party.

for use if parties want to specify requirements for notices

Translations

Company and Presenter prepared and signed this Agreement in the English language. Any translations of this Agreement into other languages are for convenience only and will have no force and effect on the legal interpretation of this Agreement. If there is any conflict between the English language version of this Agreement and any such translation, the English language version will prevail.

for use if contracting with an artist whose preferred language is not English

.....
Indemnification and Liability (section 10 in terms and conditions)

Cumulative Remedies

Company's and Presenter's rights under this Agreement, including, without limitation, those relating to indemnification and cancellation, are cumulative and not alternative, and will be in addition to all rights and remedies under law. The exercise of one or more of these rights or remedies will not impair a party's right to exercise any other right or remedy.

for use in providing assurances about the availability of legal remedies outside the contract

Limitation on Liability

Company's and Presenter's respective total liability under or in respect of this Agreement will not exceed the Compensation amount, except that no such limitation will apply in respect of liabilities involving gross negligence, willful misconduct, or fraud.

for use in trying to cap contract liability to total Compensation amount

Liability

Presenter and Company each will be responsible for any claims arising from its own activities under or its breach of any representation or covenant contained in this Agreement. Neither party will be responsible for claims arising from the other party's activities under or the other party's breach of any representation or covenant contained in this Agreement.

for use in cases where a public agency or other organization may be unwilling to indemnify the other party

.....
Legal Relationship (section 8 in terms and conditions)

Dispute Resolution

If there is any dispute, claim, or controversy between Company and Presenter arising out of or relating to this Agreement, the parties will follow this process:

- First, the parties' respective relationship leads will meet informally and make a good faith attempt to resolve the dispute.
- If the leads are unable to resolve the dispute within 30 days of their initial discussion, senior management representatives of each party will meet and attempt to resolve the dispute.

If such individuals are unable to resolve the dispute within 30 days of their initial discussion, the parties may submit the matter to mediation or arbitration as they agree or, if there is no agreement, each may pursue other legal remedies.

for use in setting out process for resolving disputes without going to court

Dispute Resolution (detailed)

If there is any dispute, claim, or controversy between Company and Presenter arising out of or relating to this Agreement, the parties will follow this process:

- The parties' respective relationship leads will meet informally and make a good faith attempt to resolve the dispute.
- If the leads are unable to resolve the dispute within 30 days of their initial discussion, senior management representatives of each party will meet and attempt to resolve the dispute.
- If the dispute is not resolved within 30 days after such meeting, the parties, unless otherwise agreed, will submit the dispute to binding arbitration.
- Unless otherwise agreed by the parties: (a) [insert arbitration provider] will serve as the arbitration provider; (b) the location of the proceedings will be [insert location] if the parties and [insert arbitration provider] decide to meet in person; (c) the process will be conducted in accordance with procedures intended to speed the process and minimize costs; and (d) the parties will appoint a single arbitrator.
- The parties will request that [insert arbitration provider] offer a fair representation of diverse candidates from which to choose an arbitrator and, if practicable, offer candidates who have experience in cases involving performing arts organizations or other cultural institutions.
- The arbitrator may not award any incidental, indirect, consequential, punitive, or exemplary damages.
- The parties will share equally in [insert arbitration provider]'s fees and costs, and be responsible for their own fees and costs, regardless of the result.
- The decision in an arbitration will be final and binding, and no appeal may be taken. A party may, however, seek judicial enforcement of an arbitration decision, and may seek injunctive or other relief in aid of arbitration.

for use if parties want a more detailed dispute resolution process

No Guarantees and No Responsibility for Loss

Neither Presenter nor Company has made and is not making any representations, warranties, promises, or guarantees of any kind about Engagement success, including, without limitation, representations about ticket sales or critical or public awareness of Company or Company's work.

for use in setting expectations regarding financial and other consequences of the Engagement

Visas

Unless otherwise agreed with Presenter, Company will be responsible for obtaining visas, immunizations, and other authorizations needed for travel to the Venue. Presenter will cooperate with Company in the preparation of visa and other applications.

for use in clarifying responsibility for visas and other travel authorizations

.....
Other Financial Matters (section 5 in terms and conditions)

Ticket Revenue

For clarity: (a) all ticket revenues from performances belong exclusively to Presenter; (b) Presenter has no obligation to pay royalties to or share such revenues with Company except as may otherwise be provided in a rider or addendum to this Agreement; and (c) neither Presenter

nor Company will be responsible for any financial loss or deficit incurred by the other party in connection with performances or other activities under this Agreement.

for use in clarifying compensation terms and broader understandings of the financial deal

Promotion (section 9 in terms and conditions)

Certain Credits

Presenter will include, in the program and promotional materials, such credits and acknowledgements as may be required by the Company's contracts with dancers, choreographers, photographers, and other artists, provided that Company timely provides such information to Presenter.

for use in addressing requirements in dancer and other contracts

Company Use of Presenter Logo

Company may in promotional and professional communications disclose the schedule and location of the Engagement and the fact that it has appeared or will appear at the Venue. Company may not use Presenter's logo in any such communication without first obtaining Presenter's approval.

for use in setting expectations regarding Company communications

Rehearsal Visitors

Company acknowledges that Presenter board members, Presenter donors, media members, and other third parties may wish to view rehearsals at the Venue. Any such access is subject to Company's advance notice and approval, such approval not to be unreasonably withheld. Presenter will use reasonable efforts to minimize the frequency of such visits and number of visitors at each visit, seat visitors in a restricted area, and monitor them.

for use in giving Company notice of such visits, if applicable

Termination (section 11 in terms and conditions)

Cooperation after Termination

Upon termination of this Agreement, Company and Presenter will cooperate in external communication and other transition activities and will use reasonable efforts to minimize cost, reputational, and other adverse impacts of the cancellation.

for use in signaling continued cooperation in line with relationship principles

Reputational Concerns

Either party may terminate this Agreement if facts or allegations about the other party's conduct (inconsistent with the other party's reputation at the time this Agreement is signed) come to light that could subject the terminating party to public condemnation, materially damage ticket sales, or materially damage the terminating party's reputation. In such case, Company may retain any Compensation amounts previously paid by Presenter to Company, and Presenter will have no obligations to pay additional Compensation or other amounts to Company.

for provide flexibility and an opportunity to exit the relationship in the face of concerns regarding public association with the other party

Responsibilities for Company Personnel

For clarity, in the case of performance cancellations or termination of this Agreement, Company will remain responsible for payment and all other obligations it may have incurred under contracts

with Company personnel, contractors, and other third parties in connection with any canceled performance.

for use in clarifying Company's responsibility with respect to its personnel and contractors following a cancellation

Travel and Accommodations (row 6 in plan)

Hotel or other Accommodations

When booking accommodations for Company personnel, Presenter will give preference to housing that is close to the Venue, as well as to grocery stores and/or restaurants. [If applicable, Presenter will give preference to hotels with green credentials, such as the [Green Globe Certification](#) or the [Green Seal Certification](#).]

for use in minimizing transport to and from accommodations, as well as other environmental impacts

Venue Use (section 6 in terms and conditions)

Company Property Left at Venue

Presenter may store, at Company's risk and expense, any personal property Company leaves behind in the Venue after the last performance or, if earlier, after termination of this Agreement. If Presenter has provided notice to Company of the remaining property and Company has not reclaimed the property in a reasonable amount of time as determined by Presenter, Presenter may sell such property and retain the proceeds in accordance with the law.

for use if there's a history of artists leaving behind property

Internet

Presenter will supply Company personnel with complimentary wireless internet at the Venue. Presenter will not be liable or responsible for the speed or quality of the internet connection and will not be responsible for any disconnection, down time, or interruption of services.

for use if Presenter will be providing Company with internet at the Venue

Shipments

Company will notify Presenter, no later than ___ days before the expected delivery date, of any deliveries of Company property or other items to the Venue. Presenter will seek to be available for receipt of such delivery, it being understood that Presenter will not be responsible for any missing packages or delays in shipment.

for use if Company ships property to Presenter prior to Company's arrival at the Venue

Sound Levels

Company will comply with sound level restrictions at the Venue as communicated by Presenter to Company, and will reduce sound levels at Presenter's direction.

for use if Presenter sets sounds level restrictions to accommodate other activities at the Venue

Temporary Storage

If load-in does not begin immediately upon the Company's arrival and Venue is unavailable to receive Company's freight, Presenter, at its expense, will arrange temporary storage for such freight and will be responsible for transporting the freight to the Venue. Presenter will also provide

such temporary storage for a reasonable period if the Venue is inaccessible to Company after load-out and prior to Company's departure from Presenter's city.

for use if Venue access is limited before or after Company's appearance at the Venue

Engagement Agreement

Key Features + Expectations

Note: this document summarizes selected provisions of the generic engagement agreement resource document. It is intended as a possible tool for use in contract "walk-throughs" between presenters and companies. For clarity, the cheat sheet is **not** intended to serve as a term sheet, letter of intent, or similar document that may be used in pre-contract negotiations; it is simply a tool intended to facilitate informal briefings and other educational sessions regarding contract scope and coverage.

Relationship:	Presenter and Company share a goal of treating the Engagement as a relationship, not simply a transaction, including maintaining an environment that is safe, respectful, and welcoming of all, attending to health and safety, communicating openly, and working together constructively.
Engagement activities:	Company will carry out the Engagement activities set out in the agreement.
Compensation:	Presenter will pay compensation to Company in installments, the first upon signature of the contract and the last upon final performance. Compensation amounts paid prior to the first performance are not returnable except following termination by reason of material breach by Company.
Props, sets, and costumes:	Company will provide all props, sets, costumes, and other production inventory, except as otherwise agreed with Presenter.
Rights and permissions:	Company will be responsible for obtaining music and other rights and permissions required for performances.
Presenter facility:	Presenter will ensure that the Venue is properly maintained and available to Company as provided in the production schedule. Company will use due care in the Venue and keep it clean and in good order.
Equipment	Presenter will provide all sound and lighting equipment identified on its equipment list. If any required equipment is not part of Presenter's inventory, the parties will coordinate procurement of such equipment. A tech rider will be incorporated as part of the agreement.
Staffing:	Presenter will provide needed front-of-house staff as well as loading crew, stagehands, stage carpenters, lighting and sound operators, and other backstage staff as agreed.
Film and photography:	Presenter may take and use photos and videos of Engagement activities for the limited archival and promotional purposes set out in the agreement. Company may take photos and videos as coordinated with Presenter and subject to venue requirements.
Promotion:	Presenter will be responsible for promotion. Company will provide photos for use in promotional materials, and may review and request changes to such materials. Company will cooperate in promotional activities as Presenter reasonably requests.
Ticket sales:	Presenter sets ticket prices, manages all ticket sales through its box office, and will provide Company with complimentary tickets and ticket sales reports.
Merchandise:	Company may sell merchandise at the Venue as set out in the agreement. It will pay Presenter a venue fee equal to ___% of sales.
Liability:	The agreement sets out insurance, indemnification, Venue damage, and other liability terms.

This document summarizes selected provisions of the Engagement Agreement. It is intended to serve as an educational and communications tool, and as such, does not cover every term or detail of the contract. For clarity, the Engagement Agreement is the authoritative document.

Force Majeure: If a natural disaster or other force majeure event prevents a party from performing, the parties will try to reschedule and otherwise adjust terms before moving to cancel the Engagement. Company may retain all compensation payments made prior to the force majeure event whether or not the parties reschedule or cancel.

Termination for breach: If Presenter breaches the contract and Company terminates the Engagement, Presenter will pay Company the entire compensation amount. If Company breaches and Presenter terminates, Company will return all compensation amounts paid and reimburse Presenter for certain expenses.

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