



**LITERARY MANAGERS
& DRAMATURGS
OF THE AMERICAS**

EMPLOYMENT GUIDELINES

Second Edition

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www.lmda.org

Literary Managers and Dramaturgs of the Americas cannot collectively bargain, though it may advocate for its members. The purpose of this document is to instruct dramaturgs and literary managers concerning standard, reasonable terms of employment; however, each individual is urged to adopt or modify the Employment Guidelines according to her/his individual conscience and to suit particular circumstances.

LMDA recommends that readers consult the Overview section of this document for guidance on how best to utilize its resources.

Applicable to Canada and the United States.

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OVERVIEW

Purpose of the Employment Guidelines

The mission of Literary Managers and Dramaturgs of the Americas (LMDA) is to cultivate, develop, and promote the fields of dramaturgy and literary management across North America. LMDA is committed to improving employment prospects and working conditions for dramaturgs and literary managers, and, in order to fulfill this mission, it has adopted the following Employment Guidelines, the use of which it recommends when negotiating contracts and other employment agreements. These Guidelines refer to three broad categories of employment:

1. A Freelance position, such as that of a project-based or production dramaturg;
2. A Staff position, such as that of a dramaturg or literary manager;
3. A University/College position, such as that of a dramaturg in a university or training program.

LMDA urges that these Guidelines be considered when negotiating agreements for service. They are designed to facilitate the discussion of artistic projects, by improving and clarifying the conversation between or among the partners as the nature of the work is determined, and as the contractual terms and conditions are negotiated. That conversation is critical to a productive and creative artistic relationship. It must occur in a timely manner, be as thorough as possible, and address all relevant artistic and administrative issues.

We believe that the Employment Guidelines will be equally useful to theatre managers and administrators. As dramaturgs are increasingly employed in dance, opera, new media, and animation, we also urge individuals and organizations in those fields to utilize these Guidelines when appropriate.

These Guidelines are meant to be just that, general guiding principles for reasonable terms of employment. Individual dramaturgs should feel empowered to tailor their terms of employment in such a way as to assure positive employment prospects and working conditions both for themselves and for the field at large.

History of the Employment Guidelines

The Employment Guidelines were initially developed during three years of research and discussion (1999–2002) conducted by LMDA’s Advocacy Caucus, led by Lynn M. Thomson. The first edition of the Employment Guidelines, published in 2002, strove to establish more fairly and clearly the role, responsibilities, and reputation of literary managers and dramaturgs working in Canada and the United States. The Employment Guidelines were well received, and were widely used, both by individuals and by theatre managers and administrators, to create and revise job descriptions and to negotiate contracts.

The Employment Guidelines have been revised and updated for this second edition following a second research period (2008–2011) involving interviews, discussion, and surveys. This research included investigation of employment practices and standards in other theatre professions, current common practice, and the goals of working dramaturgs and literary managers.

Goals of the Second Edition of the Employment Guidelines

The decision to publish a new edition was precipitated by the changes in and growth of the profession over the past ten years—in particular, the rise in prominence of dramaturgical activities and positions, an evolution fueled in part by the Employment Guidelines themselves.

The intent is to make the revised Employment Guidelines ever more useful to dramaturgs and their artistic and administrative collaborators. In consulting with LMDA’s members, its Executive Committee, and its Board of Directors, the Guidelines Committee determined the following goals for the Second Edition: to streamline the categories of employment to reflect the current state of the profession; to update and further specify financial references; and to incorporate tasks and conditions of employment that have arisen as the field of theatrical creation and production has shifted during the past decade.

The Dramaturg–Employer Relationship

A dramaturgical position consists of both a creative and a financial relationship. Dramaturgy is also a field in which positions and contracts are almost always customized. Too often, however, lack of clarity about artistic process or responsibilities is addressed only after the contract is signed and the project is underway.

The Employment Guidelines are a tool for ensuring that both parties in every contract discussion address all relevant and foreseeable conditions. This conversation is critical to a productive and creative artistic relationship. In some cases, dramaturgs are hired by organizations, while in others they are hired by individuals, such as playwrights, directors, choreographers, librettists, and producers, among others. In the latter circumstances the Guidelines may be particularly valuable, because in such cases the employer is not supported by the administrative staff of an organization.

Fees, Rates, and Salaries

LMDA asserts that the dramaturg is equal in role and responsibility to other key members of a creative team. Thus *equity in contractual terms relative to comparable creative roles is essential*. The dramaturg’s role and responsibilities can be as primary as those of directors and designers. In other situations, the role may be similar in impact and scope to that of fight coordinators or vocal coaches. Fees must always reflect and be appropriate to the level of the dramaturg’s creative input, responsibility, time commitment, and industry standing.

By its nature, dramaturgy has a lasting effect upon a script or production, not just during the initial process and production where the dramaturg is engaged, but also in the future use and life of the script or production. That is, the dramaturg’s contribution to story, structure, or staging, along with the dramaturg’s research contribution to understanding the world of the play, can leave an indelible creative imprint on the script, production, creative team, and cast. In cases in which the dramaturg provides “Exceptional Services” (see the section on Freelance Dramaturgs for a full definition of this term), the producer, playwright, and director typically continue to receive the benefit of the initial dramaturgy when they participate in subsequent productions of the play. While there are circumstances in which a dramaturg may receive a share of income from future productions of the play, dramaturgs are encouraged to negotiate for compensation on the original production that takes into account the possible future benefit of the services provided. In sum, the dramaturg’s credit and compensation on the present production should reflect the nature of the dramaturg’s contribution that carries forward to future productions. Ensuring appropriate

compensation and credit can be challenging, given the extended period of development for many new works, but appropriate clauses should be included in every contract.

The Second Edition of the Employment Guidelines includes recommendations for certain fees, rates, and salaries. **For these, please see “Recommended Freelance Dramaturgy Pay Ranges” on page 25.** LMDA acknowledges that the relationship of job description to pay varies widely across the broad range of producing situations in North America. Additionally, each edition of the Employment Guidelines captures the profession at a particular moment in time, and immediately upon publication it begins to become less accurate with respect to pay scales.

For these reasons, LMDA recommends that fees, rates, and salaries be cross-referenced with established payment structures established by other relevant theatrical fields. We recommend the organizations listed below for information on pay ranges for colleagues in other theatrical fields.

LMDA: www.lmda.org

Resources for Freelance and Staff dramaturgs:

United States

Theatre Communications Group (TCG)
www.tcg.org

Dramatists Guild of America (DGA)
www.dramatistsguild.com

Actors' Equity Association (AEA)
www.actorsequity.org

United Scenic Artists (USA)
www.usa829.org

League of Resident Theaters (LORT)
www.lort.org

Stage Directors and Choreographers Society (SDC)
www.sdcweb.org

Canada

Professional Association of Canadian Theatres (PACT)
www.pact.ca

Playwrights Guild of Canada (PGC)
www.playwrightsguild.ca

Canadian Actors' Equity Association (CAEA)
www.caea.com

Associated Designers of Canada (ADC)
www.designers.ca

Human Resources in the Canadian Theatre (PACT)
www.pact.ca

Resources for University dramaturgs:

United States: American Association for Higher Education (AAUP), Economic Status Reports
www.aaup.org/AAUP/comm/rep/Z/default.htm

Canada: Canadian Association of University Teachers (CAUT)
www.caut.ca/pages.asp?page=442

LMDA Dramaturgy Sourcebook and LMDA Guide to Dramaturgy in Universities and Colleges
LMDA website, members-only access: www.lmda.org

Negotiating a Contract

The process of negotiating a contract can be daunting, particularly for an artist who may not be practiced in it. A contract, no matter how long or how short, is an expression of mutual expectations, and will serve as a road map for the working relationship of the parties. (It also creates a legal relationship, which is a subject beyond the scope of these Guidelines.)

The **checklist** below is designed to make the process more collegial, less intimidating, and entirely professional. Dramaturgs should view a negotiation as an opportunity for a thorough conversation to clarify the terms of employment. The checklist suggests considerations of the kind one might keep in mind when preparing for a contract negotiation. For both freelance and staff positions, we recommend that this conversation take place before any work is undertaken, and that the conversation address three main topics: job description, hours or time period, and fee or salary.

The dramaturg should formalize the conversation with a written agreement, which can be as involved as a contract or as brief as a note of understanding. Some simple jobs may not appear to require a written record, but regardless of the scope of the work, all relevant terms should at a minimum be discussed and recorded in a written agreement. The time frame for artistic projects can vary enormously from project to project, as well as during the course of a single project. Contracts and fee structures need to take this into account, and should also include mechanisms to reflect substantive revisions in the artistic process over time.

A note regarding terminology: LMDA research suggests that no consistent job title exists, although consistent job functions do. The phrase “dramaturg” is used in this document to embrace all members of LMDA. “Production dramaturg” pertains to an individual, whatever the title, who works on a specific production.

Negotiation Checklist

This checklist is designed to assist the dramaturg and employer in the negotiation of a contract. Many of its elements may be relevant to Staff positions or University/College positions. For more specific details in each category, please refer to the guidelines for Staff or University/College positions in this document. Note that reference to this checklist in negotiation, or the use of it, would not in itself constitute a contract, nor would it represent a commitment from either party.

Exchange of General Information

Confirm the following before contract negotiations begin.

Affiliations

- Is the employer a dance company, opera company, theatre for young audiences company, or new media company? Are there distinctive standards and terms that generally apply in its particular field?

Contact information and Decision-making

- Employer’s contact information and contact person for this agreement. With whom will the dramaturg negotiate the agreement? During employment, to whom will the dramaturg report?
- Contact information for the dramaturg and, if applicable, for an agent or other party negotiating on the dramaturg’s behalf. If the dramaturg has a representative, what issues

- will that representative negotiate, and what direct communication between the dramaturg and the prospective employer is appropriate (or desirable)?
- Have both parties in fact exchanged this contact information?
 - Which party will draft the contract or letter of agreement?

Basic Outline of Project and Proposed Employment

- Nature of the project.
- With whom will the dramaturg work?
- Anticipated duration of the process, and the scope of the piece/production. Deadlines for decisions concerning the schedule and the scale of the piece, if applicable and where possible.
- Anticipated venue and geographical location of the piece.
- Will dramaturgical resources or a budget for such resources be provided by the employer? For Staff and University dramaturgs in particular, such resources may include library and online database memberships; photocopying/printing/electronic reading device(s); membership in relevant service organizations; attendance at relevant professional development conferences and travel expenses for such events; participation in relevant professional development workshops that will benefit current projects or the overall development of the dramaturg.

Terms of Contract

- Scope of the project:
 - Duties/responsibilities regarding pre-production work with the author and/or director; rehearsal attendance; number of pre- or post-show discussions; and generation of materials such as program notes, press releases, marketing or grant copy, study guides, blogs, etc.
 - Involvement in development activities such as readings, workshops, and dramaturgical meetings.
 - Compensation and payment schedule.
 - Credit issues, including program bio, billing in promotional materials, house programs, websites, and other locations.
- Do tasks fall within Standard Services or also include items from Exceptional Services (see the section on Freelance Dramaturgs for a full definition of these terms)?
- Specification of Property Rights: if the dramaturg authors materials such as program notes or newsletters, or creates a research anthology/casebook, who has ownership, the employer or the dramaturg? What are the terms for re-use by either party in the future, either by the employer or by another theatre or publication? (See Property Rights section for a fuller discussion.)
- Housing and travel terms, in particular for projects rehearsing or performing in multiple venues. Dramaturg and employer should agree as to whether housing will be exclusively private, whether travel costs will include ground transportation, etc.
- Participation in, and credit for, future development and/or production of the project (when appropriate, see the section on Freelance Dramaturgs for further discussion).
- Terms and deadlines for renewal, renegotiation, or termination of the contract.
- Benefits (for Staff and University/College positions).

PROPERTY RIGHTS FOR DRAMATURGS IN THE UNITED STATES AND CANADA

Introduction

Dramaturgs frequently author copyrightable works in the course of their employment. These works include newsletter articles, program notes, educational materials, and similar products. The law does not always dictate whether copyright in such works is owned by the dramaturg or is owned by the employer. Consequently, dramaturgs are encouraged in their agreements with their employers to specify who will have ownership. Generally, in the case of freelance dramaturgs, the law indicates that these works are owned by the dramaturg instead of the person who hired the dramaturg. However, in the absence of a specific agreement, default rules may apply depending on the country, the type of work, and the nature of the employment relationship. Whether a dramaturg is a co-author or an author of a “joint work” also will depend on a number of factors.

Copyright protects the original expression of an idea or facts which are fixed in some form, such as a literary, musical, dramatic or artistic work. Copyright does not protect the idea or fact alone, even though effort may be put into the research and the uncovering of facts not previously known. The level of creativity required to create an original work in order for copyright to exist, versus a mere “sweat-of-the-brow” effort, also depends on the country and circumstances in which the work is created, although the United States and Canada are quite similar in this regard. Copyright may not extend to characters, plot or story structure, although there are some very limited exceptions. Copyright may subsist in original works, compilations, translations or derivatives of other works. Copyright generally includes a bundle of rights including the right to make, use, sell, reproduce, perform, and communicate a work to the public.

The basic term of copyright protection is the life of the author plus 75 years (in the United States) or life of the author plus 50 years (in Canada). Other rules apply depending on whether the author is unknown and the work is published or unpublished.

Note: The information provided below is separated for the United States and Canada, but readers are encouraged to review both sections since many of the issues, scenarios and suggested steps apply in both countries.

United States

Ownership of Copyright for Dramaturgical Materials

In the United States, ownership of these works is governed by federal copyright laws, including the “work-for-hire” doctrine.

The term “work-for-hire” means that an employer is the author and owner of copyright in the works created by an employee within the scope of his or her employment. The U.S. Copyright Office gives as an example of a work-for-hire “a newspaper article written by a staff journalist for publication in the newspaper that employs him.” The issue of work-for-hire is relevant for salaried **staff dramaturgs** who produce copyrightable materials as part of their job and are provided space and equipment by their employer to do so.

While materials produced by the dramaturg under these conditions are typically owned by the institution (under the work-for-hire doctrine) rather than by the dramaturg, dramaturgs and employers may agree in advance that the employer will permit re-use of the work by the dramaturg, should the dramaturg wish to re-publish the work elsewhere.

Staff dramaturgs intent on owning some or all of the works they produce in the course of their employment may wish to insert a statement such as the following in their employment contract: “[The institution] agrees that [the dramaturg] will own the copyrightable materials produced by [the dramaturg] within the scope of [his/her] employment and, to the extent that such materials are deemed to be the property of [the institution], [the institution] hereby assigns all copyrights in such materials (which include but are not limited to newsletter articles, program notes, educational materials, and the like) to [the dramaturg].”

Works created by **freelance dramaturgs** are not generally considered works-for-hire. According to U.S. Copyright Office guidelines, materials authored by freelance contractors are their sole and exclusive property unless “the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.” A freelance dramaturg typically licenses a theatre to use materials the dramaturg authors for the current and future productions of the play at that theatre. Freelance dramaturgs may license their works to other theatres and publications, though it is recommended that they acknowledge the theatre that originally hired them as the place of first publication. Freelance dramaturgs are advised to confirm the above understandings in their agreements.

A dramaturg working with a playwright on a new dramatic work should stipulate via contract that the playwright is the sole author and owner of the work, including all contributions made by the dramaturg. Dramaturgs frequently assist playwrights in the creation of dramatic works, for example, by providing research, or suggesting dialogue, stage action, plot developments, etc. Such assistance does not make the dramaturg a co-author of the work, however. (Please see the Joint Works section below for further discussion.)

Joint Works, and Script Writing as Distinct from Dramaturgy

In some situations the dramaturg may actually engage in some writing of the script. Such situations constitute neither Standard Services nor Exceptional Services (as defined in Freelance Dramaturgy guidelines); they constitute actual authorship, an activity that is generally distinct from dramaturgy. The following situations may apply.

Script Writing: Significant issues arise if the dramaturg does any writing of the script, which raises the questions of whether the dramaturg’s role has been transformed into that of a collaborator and whether the play that is being developed is a “joint work” under U.S. Copyright Law. While these Guidelines should not be construed as legal advice, and a full discussion of the issue of joint authorship under U.S. Copyright Law is beyond the scope and purpose of the Guidelines, there are some basic principles that the dramaturg should keep in mind. While the U.S. Copyright Act does not define the term “joint author,” it does define a “joint work” as one “prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole.” Three criteria generally apply: (1) the authors must intend at the time of writing that their respective contributions be merged into a unitary whole; (2) each author must make a non-*de minimis* copyrightable contribution to the work; and (3) each author must intend that the parties be joint authors.

While a dramaturg and a playwright may intend that their respective contributions be merged into the final play, that does not mean that the dramaturg and the playwright both intend the play to be a joint work. Furthermore, the dramaturg's contribution to the play must (a) consist of copyrightable subject matter, and (b) be greater than a *de minimis* contribution. The U.S. Copyright Act expressly excludes "ideas" from copyrightable subject matter. It should be noted that the determination of when a play development process gives rise to the creation of a joint work depends on the particular circumstances, so an all-encompassing black-and-white rule cannot be offered. Likewise, determination of whether a copyrightable contribution is greater than the *de minimis* standard is fact-specific.

In some cases, especially in devised work in which the cast or a group of writers is creating material, a dramaturg may be asked to write connecting sequences, create an overarching structure for the piece, or create whole scenes or sequences of dialogue. In other cases a dramaturg in the course of a conversation or notes session with a playwright may actually write dialogue as part of the process of making suggestions to the playwright, or may suggest dialogue that the playwright actually commits to paper (or computer). Numerous scenarios can be imagined, and the overriding concern is to recognize at the outset, if possible, or at the point at which the contributions of a dramaturg are made or requested, whether the principles of copyright law are invoked, and address the issue in the dramaturg's contract.

Under any circumstances such as these, the dramaturg is strongly urged to address the issue immediately and acknowledge that the relationship with the playwright has changed. It is essential at this juncture to have a conversation with the playwright confirming that this change in the relationship is mutually desired and agreed upon, and to commit this new agreement to writing. As part of the conversation, the dramaturg may negotiate with the playwright for the status of "**co-authorship**"—an acknowledgement that the dramaturg has contributed writing which will be addressed through shared billing and a share of authorial income but not through shared ownership of the script.

The dramaturg can negotiate for **co-authorship** status without negotiating for **co-ownership** of the copyright in the work. This can be a useful negotiating position. It acknowledges the dramaturg's authorial contribution with billing credit and compensation, while allowing the playwright control over the script and its exploitation. In contrast, "co-ownership" means shared control of copyright and approvals, of the ability to license the rights to the play, and of the right to be present as an author in the room as the play is produced. In some circumstances, the dramaturg and the original playwright may feel that the work has risen to a true co-author and co-owner situation in which they will share the role of author, under terms to be negotiated. The Dramatists Guild has a template Collaboration Agreement that can be useful in setting forth the terms of joint authorship and ownership.

The Works of Others

Production Notebooks: Dramaturgs also sometimes author articles or books that document the development and rehearsal process of the production. In such cases, the dramaturg should confirm permission from the playwright to cite up to 10% of the finished performance text as part of the production notebook.

Translations: When the dramaturg is engaged by the employer to author a translation or adaptation, the ownership of the translation or adaptation is ideally retained by the dramaturg. However, many foreign-language authors whose works are still protected by copyright will, as a

condition of their licensing of production rights to a producer or theatre, require by contract that the original author, rather than the translator, be the owner of the translation. There are some circumstances in which dramaturgs fluent in other languages will be asked to create a “literal translation” of another work with the express intention that this translation is going to be further adapted by another writer. In these cases it is customary for the creator of the literal translation to receive a flat fee and maintain no ongoing connection to the work. If the translation or adaptation is meant to be performed as is, the dramaturg is strongly urged to negotiate the terms of authorship and ownership with theatre management in an agreement that is separate from the dramaturgy agreement.

Casebooks: Dramaturgs will frequently compile research materials for the purpose of educating the production team about the playwright, the text, and the “world of the play.” The materials in such compilations, known as casebooks, are often copyrighted works owned by others that are reproduced by the dramaturg for educational and research purposes, and may fall within the safe harbor of the Fair Use provision in U.S. copyright law. Though the dramaturg may not be the owner of all the separate materials included in the casebook, the dramaturg generally can assert ownership of the arrangement of works that comprise the casebook as a compilation, and can specify in an employment agreement that the casebook cannot be used in another production without the dramaturg’s consent. Again, freelance dramaturgs are advised to confirm the above understandings in their agreements.

A Book about the Play: When the dramaturg is engaged by the employer to author a book or article about the play that includes journals or records of the dramaturgical/rehearsal process, the dramaturg is strongly urged to negotiate the terms of authorship and ownership with theatre management as an agreement that is separate from the dramaturgy agreement. Dramaturgs should be careful about the inclusion of research materials and articles by other authors, such as may have been included in the casebook for the use of the production staff. These articles may be protected by copyright owned by the author or the publisher of the article. In addition, the director, designers and, of course, the author(s) may have property rights in certain records of the rehearsal process (for example directors who are members of the Stage Directors and Choreographers Society [SDC], the union representing stage directors and choreographers, assert a property interest in stage directions and blocking). Clearance of these rights should be undertaken by the producer or theatre prior to the publication of any book.

Canada

The following discussion of property rights in Canada refers to the previous discussion of property rights in the United States. Readers of the Canada section may find it useful to read the United States sections as well.

Ownership of Copyright for Dramaturgical Materials

In Canada, the author is usually the first owner of copyright in a work. However, there are exceptions to this rule. Where a **staff dramaturg** is employed, such as under a contract of service or an apprenticeship, the employer, not the author, is the first owner of copyright in a work created in the course of the staff dramaturg’s employment, unless there is an agreement which states otherwise. A **freelance dramaturg** hired as a consultant or independent contractor generally does not fall under this employment or “contract of service” exception, and the

freelance dramaturg is considered to be the first owner of copyright in works that he or she authors.

However, situations may arise where a “contract of service” relationship exists between a freelance dramaturg and the contracting party such that the contracting party would be considered to be the owner of copyright in works created by the freelance dramaturg, absent an agreement to the contrary. If the arrangement between the parties seems like an employer/employee situation, the contracting party may be considered to be the first owner of copyright, despite the existence of a consulting or freelance arrangement. This is only in the absence of any agreement regarding copyright ownership and so any freelance agreement should specify which party owns copyright in the resulting works.

In short, the ownership of copyright is not determined simply on the basis of whether a dramaturg is in an employment or a consultant/freelance arrangement. Ownership would depend on a number of factors which are cumulative—i.e. no single factor determines this situation. If a freelance dramaturg is engaged to perform specific functions, is instructed and work is or could be closely controlled or reviewed by the contracting party, the dramaturg uses all the space and resources of the contracting party, and the dramaturg incurs no risk in the project, such that the dramaturg looks like an employee, this could be interpreted as a “contract of service” situation and the contracting party, not the freelance dramaturg, would be considered to be the first owner of copyright.

Other exceptions provide that if the individual is employed by the Canadian government, then the Canadian government, not the author, is the first owner of copyright in all works prepared or published under its direction or control, absent an agreement to the contrary. If there is a contract or freelance arrangement between the government and the dramaturg, ownership would depend on the nature of the arrangement, as described above and specifically whether the government had direction and control over the work.

The person who commissions and pays for a photograph, portrait, engraving or print is the first owner of copyright. Although an employer may be the first owner of copyright, if the work is a contribution to a newspaper, magazine or other similar periodical, the author may limit the publication of the work other than as part of the newspaper, magazine or periodical.

Agreements regarding the ownership of copyright for works created in the above situations may be implied but it is best to establish an agreement in writing in any employment or freelance situation in order to clearly determine copyright ownership and permissions that a dramaturg may have to re-publish or re-use works elsewhere. Assignments of copyright in existing works must be in writing.

Moral Rights

The bundle of copyright rights in Canada includes “moral rights.” Moral rights are defined as the right to be associated with the work, or to remain anonymous, as well as the right to the integrity of the work, but only to the extent that any modification of the work prejudices the honour or reputation of the dramaturg. “The integrity of the work” refers to how the work is used or portrayed. A famous moral rights case regarding the integrity of the work involved an objection by the artist of flying geese sculptures located in Toronto’s Eaton Centre to the placement of decorative red scarves on the sculptures during the Christmas season. Although an

employer may be the first owner of copyright, a dramaturg retains status and moral rights as an author.

Moral rights cannot be assigned or transferred to another party but they may be waived. A waiver of the dramaturg's moral rights in favour of another party generally means that the dramaturg no longer claims the right to be associated with the work or the right to the integrity of the work. An assignment of copyright and a waiver of moral rights can include conditions agreed upon by the dramaturg and other party. For example, as described below, a dramaturg who contributes as an author to a joint work may agree to assign his/her ownership in copyright and to waive all other moral rights in favour of a second co-owner, in exchange for compensation, on the condition that the dramaturg retain billing credit.

Joint Works

A work of **joint authorship** results from the collaboration of two or more authors when the contribution of one author is not distinct from the other author(s). Since the author is usually the first owner of copyright, a work created by two authors would be co-owned by the two authors. As outlined above, if both authors are employed by one company to create the work, the company would be the first owner of copyright but both authors would retain or could be asked to waive their moral rights.

The rights and obligations of co-owners of copyright are somewhat unclear in Canada. In Britain, consent of a co-owner is required in order to exploit or license the work. In the U.S., a co-owner may exploit a work without the consent of others, subject to an accounting of profits to the other co-owners. While consent of a co-owner likely is required in Canada, unlike an assignment of copyright which must be in writing, consent may be implied. Thus, in circumstances where a new collaborative work has resulted from the efforts of the dramaturg and the original playwright, a collaboration agreement should be established to set out clearly the terms of ownership and the conditions under which a joint author may waive moral rights in favour of another joint author.

The Works of Others

Care should be taken in Canada with the reproduction of research materials and the creation of **production notebooks, casebooks, or books or articles about the play, which may include portions of the works of others**. "Fair dealing" exceptions are less clearly defined in Canada and are somewhat narrower than in the United States. Production notebooks, casebooks, etc., which reproduce portions of the works of others may fall within the "fair dealing" exceptions in Canada such that the reproduction does not infringe copyright and permission of the copyright owner(s) is not required.

Currently, the fair dealing exceptions in Canada are limited to research or private study, criticism or review, and news reporting. For exceptions to apply for criticism or review or news reporting, the source and other information about the work (the name of the author, performer, broadcaster, or maker of a sound recording) must be mentioned. In most cases, the acts must be done without a motive of gain. Amendments to Canada's *Copyright Act* are currently under review and these may expand the fair dealing exceptions to also include education, parody and satire.

Whether the use of a work falls under a fair dealing exception depends on a number of circumstances including (1) the purpose of the dealing; (2) the character of the dealing; (3) the

amount of the dealing; (4) alternatives to the dealing; (5) the nature of the work; and (6) the effect of the dealing on the work. For example, a single compilation of research materials which is used only internally for a production and which includes limited amounts of other works (i.e. perhaps no more 5% of any other cited work), may fall under a fair dealing exception. On the other hand, a book or an article about a play which contains a significant amount of material contributed by other works, is reproduced in large quantities, or which is sold for commercial purposes may not be considered fair dealing. A dramaturg may own copyright in a compilation but clearance of any underlying rights should be obtained, similar to the above discussion for the United States.

EMPLOYMENT GUIDELINES: FREELANCE DRAMATURGS

The guidelines in this section apply to a range of freelance situations, including not only freelance dramaturgy for new plays in development and in production, but also freelance dramaturgy for revivals of existing plays. Many of the guidelines in this section apply to dramaturgs working on short-term workshops of new plays, but they will be particularly useful to those working on intensive, multi-week workshops. This generally goes beyond the one-week workshop standard of many play development settings. A long-term new play workshop process can often last two weeks or significantly more, and the dramaturgical contribution/commitment can approach that of a production environment. Such situations can be among the most complicated to contract.

The employer in these contexts may be 1) a producer, either not-for-profit or commercial; 2) a generative artist, usually a playwright, or a generating ensemble in the case of ensemble-based creation, or a choreographer, all of whom are referred to in this section as a “playwright”; or 3) a director.

The guidelines in this section may also prove helpful to staff dramaturgs/literary managers negotiating their contributions to individual productions at theatres where they are employed. Many of the following guidelines may also pertain to the crediting of staff dramaturgs for their workshop, production, and writing work at their theatres.

Job Descriptions

Definition of Standard Services

The work of the dramaturg should be considered “Standard Services” when it includes recognized tasks that may reasonably fall within a standard production dramaturg job description. Details of specific terms should be negotiated on a case-by-case basis. Standard Services for a production dramaturg may include:

- Preparing for the workshop and/or rehearsal process by reviewing script and other materials related to the project, conducting research, and consulting with the playwright or translator or adapter, if any of these is present or in contact.
- Meeting with the playwright and/or director and/or artistic director and/or designers in person, by telephone, or by Internet/e-mail before workshops or rehearsals begin, and continuing until the project is complete. A fee structure and a general range of the number of meetings should be acknowledged in the contract.
- Offering questions; providing research, textual analysis, and response; proposing suggestions to the playwright and/or director as part of a dramaturgical process, workshop process, and/or production process.
- Design of the workshop process, in consultation with the writer/director/organization.
- Recording and/or documentation of the dramaturgical process, workshop process, and/or production process. Depending on the scale of this task, this may qualify as “Exceptional Services” (see definition below).
- Attending rehearsals of new works/revivals: guidelines are based on an average attendance of 2-3 rehearsals per week, as well as run-throughs and previews; as well as offering notes to anyone the theatre determines is appropriate, including the artistic director, director, and/or playwright.

- Writing program notes. The required word count, number of articles, and pertinent deadlines should be specified.

Additional Services

Most of the services listed below involve time and organizational considerations beyond the scope of the freelance dramaturg’s on-site work during the rehearsal period. Agreements between dramaturgs and employers should reflect the fact that the following services lie beyond Standard Services for a freelance production dramaturg. Alternatively, freelance dramaturgs may enter into two separate agreements, one for Standard Services, and a separate one that covers such additional services as those indicated below:

- Conducting pre- or post-show audience discussions.
- Organizing panels related to the production or public presentation of a work in progress.
- Contributing significant text, ideas, written copy, and information beyond program and newsletter articles to development or marketing departments, such as for website, press release, or grant copy, or for other platforms available to support the project.

Definition of Exceptional Services

The work of the dramaturg should be considered “Exceptional Services” when it includes an unusually significant contribution and/or an unusually significant level of engagement. Specific terms and details should be negotiated on a case-by-case basis. In particular, both parties should agree in advance what circumstances would shift the dramaturg’s work from “Standard” to “Exceptional” services. The parties should also agree as to whether such a shift would trigger specific conditions in the current agreement, or would require drafting of a new agreement. “Exceptional Services” generally tend not to occur in a short-term development process.

The term “Exceptional Services” for a production dramaturg may apply in, but is not limited to, one or more of the following circumstances:

- The performance text is substantially altered in the course of the dramaturg’s ongoing conversations with the playwright and/or director.
- At the beginning of the project the play remains substantially unwritten, and is created through the process that is guided by the production dramaturg.
- The text does not exist before the workshop or rehearsal process begins, and the dramaturgical research not only informs the final text but becomes substantially incorporated into it.
- The dramaturg undertakes research and participates in conceptual discussions with the director, as well as text work with the playwright, and also meets extensively with both, or attends/participates in all or nearly all rehearsals. The exact number of days and hours per day are to be negotiated (suggested average: 4 or more days/week out of a 6-day week; 5 or more hours/day out of a 7-hour day).
- The dramaturg has an unusually extensive pre-rehearsal process with a playwright, beginning at least six months before rehearsal (average number of hours/meetings to be negotiated).

Credit & Billing

Credit for Standard Services when Hired by Theatre

Generally, the production dramaturg should be listed anywhere and everywhere that full production credits are listed, and should be billed as “Dramaturg” or “Production Dramaturg.”

Billing will ideally be equal in size to and on the same line as that of designers. If this cannot be achieved, then billing should appear immediately following the designers. Arrangements for program bios should match those of designers. These requirements should be included in each contract. Please see the Property Rights section for guidelines on crediting materials the dramaturg writes for the production.

Credit for Exceptional Services when Hired by a Theatre

If a dramaturg working on a long-term developmental workshop has contributed Exceptional Services but does not continue to work on the full production, the credit in house programs/playbills and published text for all ensuing productions should be “Original Dramaturg.” Likewise, if the production dramaturg on an initial production has contributed Exceptional Services but is not engaged for subsequent productions or productions licensed by the theatre, and if the original theatre receives credit, then the dramaturg should be credited for the first commercial and all ensuing not-for-profit productions, anywhere and everywhere full production credits are listed. The credit should be placed after the current dramaturg and design team, but in equal print size.

If the theatre does not engage in other productions and receives no credit, the production dramaturg should be free to enter into a separate agreement with the playwright for credit in the published text, as well as in programs for any future productions.

Credit when Hired by a Playwright or Director

If the freelance dramaturg is hired by the playwright or the director, and not by the theatre, credit may in some cases be considered to be tied to that of the playwright or director. In future productions that may not involve the production dramaturg, the playwright or director, as part of his/her credit, may be able to ensure that the dramaturg be listed as “Original Dramaturg,” after the current production dramaturg or design team, but in equal print size. This may hold true regardless of whether the dramaturg in this situation has contributed Standard or Exceptional Services, because the playwright or director typically receives the benefit of the initial dramaturgy on all future productions of the script. In some cases, it may be more appropriate for the dramaturg to be credited simply with a special thanks or other acknowledgment.

Credit in Published Text

In order to ensure appropriate credit—given that publication often occurs long after the premiere production—the following items should be included in contracts, as appropriate, regardless of whether publication of a play is confirmed during the working relationship:

- If the dramaturg is hired by the theatre and the theatre receives credit in the published version of a script, the institution should, through its agreement with the playwright, ensure that the production dramaturg be credited in any published text. If the provision cannot be achieved, the institution should offer the production dramaturg additional compensation, to be negotiated.
- If the dramaturg is hired by the theatre and the theatre does not receive credit in the published version of the script, the dramaturg may choose to enter into a separate agreement with the playwright, publisher, or new producing theatre; the original producing institution should not object.
- If the dramaturg is hired by the playwright, the published text should credit the production dramaturg for the first production, or, if the production dramaturg did not work on the first production, the credit should appear in a separate line within the playwright’s acknowledgments.
- If the dramaturg is hired by the director, the dramaturg should be credited in the published text if the director is credited.

Credit in Play Development Workshops

In intensive, multi-week or long-term workshops of new plays or performance works, the following should be considered:

- Dramaturgs should receive credit in any program. They should be listed directly after the playwright and the director, and on a line with designers if any are present.
- If the workshop theatre/institution receives credit in future programs and publications of the script, the dramaturg should also receive credit.

Compensation

Suggested pay ranges for freelance projects, both non-profit and commercial, are available in Appendix 1 (see page 25). Pay scales at other institutions can be very helpful in determining equity among artists working on a project; dramaturgs should examine fees for directors and designers as a guideline for projects that do not fit into a conventional framework. Consult the list of Resources on page 5 for further information.

Additional details to be considered when negotiating a freelance agreement include research expenses, travel and accommodation, and guaranteed complimentary tickets. All workshop fees should take into account preparation time.

Compensation for Workshops at Play Development Centers

The uniform environment of workshop/developmental centers is that all work accrues to the playwright and no artist receives further compensation or further employment guarantee beyond what is offered for the workshop itself. These same conditions often apply for workshops at producing theatres. If the other artists from the workshop in their agreements are attached to the project for the purposes of compensation and further employment, and this is the common environment of the workshop, the dramaturg should work under the same conditions. If the other artists have no agreement regarding further compensation and employment, the dramaturg may still choose to negotiate for these. In such situations, LMDA recommends that the parties negotiate a standard freelance production dramaturg contract to recognize the extent of the dramaturg's ongoing contribution.

The following categories may involve more complex compensation packages:

Commercial Productions

There are four potential income streams available to a freelance production dramaturg employed in a commercial setting. First, the dramaturg should receive a fee for the original production and any subsequent production for which the dramaturg provides services. Second, the dramaturg should receive a royalty based on gross weekly box office receipts (“GWBOR”) from the original production, or participate in the royalty pool or other alternative royalty formulas applicable to all royalty participants (and pro rata, based on their respective royalties), for each production under the original producer's control. Third, for subsequent productions under the control of the original producer on which the dramaturg does not receive a fee or royalty, the dramaturg should receive either 1% of the producer's royalties or an amount equal to payment to designers, whichever is larger. The “1%” here represents current practice in the field at the time of publication of these Guidelines; LMDA views this as a minimum, rather than a recommended, percentage.

Fourth, for productions occurring after the rights of the original producer have expired, the freelance production dramaturg should receive 1% of the producer's share of the author's income from subsidiary rights dispositions of the play (with the term "subsidiary rights" defined as in the rights agreement between the author and the producer).

Subsequent Non-Profit Productions – Exceptional Services

A "subsequent production" is any further presentation of the play under the control of the producer who engaged the dramaturg for the initial production, such as a co-production, tour, transfer, or revival of the project. If the production dramaturg has contributed Exceptional Services to the initial production, then the dramaturg's work has made an unusually significant and lasting contribution to the project. In such cases, the dramaturg should negotiate with the employer for compensation for subsequent productions. Consider the following scenarios that may apply:

- If the original producer presents subsequent productions and as part of them engages further dramaturgical services, the freelance dramaturg should have the right to continue providing services as the project's dramaturg.
- If the dramaturg does continue with the production, the dramaturg should receive a fee commensurate with the rate that a freelance dramaturg would receive. The original producing theatre is responsible for this payment unless otherwise negotiated. In lieu of fulfilling this obligation to engage the dramaturg for subsequent productions, the theatre should pay the dramaturg a negotiated compensation.
- If the production dramaturg is denied employment on subsequent productions, the production dramaturg should receive 1/2 of the rate for a freelance dramaturg, to be paid by the producer. (This is standard practice among directors.)
- If the producer licenses the play to another non-profit theatre, the dramaturg will receive a percentage of the license fee, to be negotiated. If the producer receives a royalty, the dramaturg should be paid 5% of that royalty.
- If the original producer is not involved in a subsequent production, and the original producer receives no additional compensation, the dramaturg is similarly bound. The dramaturg may seek a separate agreement with the new producing theatre, the playwright, or the director. The original producer cannot prevent the dramaturg from seeking such an agreement.

Subsequent Productions, Non-Profit or Commercial, When Hired by Playwright or Director

For either non-profit or commercial productions, if the dramaturg is hired by the playwright or director, the playwright or director guarantees that he/she will make best efforts to have the dramaturg employed if the project continues.

If the playwright or director is unable or unwilling to obtain such employment for the dramaturg, the playwright or director agrees to pay the production dramaturg the equivalent of 1% of the playwright's royalties or director's royalties. This can serve as a measure of compensation for the dramaturg's not receiving a fee for the subsequent production and, in commercial productions, a part of the producer's royalties for the subsequent production. Since *dramaturgs, on principle, do not wish to be paid by playwrights or directors*, a dramaturg's agreement with a playwright or director should obligate the playwright or director to use best efforts to require the producer to pay this royalty directly to the dramaturg.

EMPLOYMENT GUIDELINES: STAFF DRAMATURG / LITERARY MANAGER

The guiding principle for this section is that a dramaturg/literary manager more often than not functions as a department head, and therefore the work terms/conditions should be of a standard that is equivalent to those within the individual theatre for heads of other departments, such as marketing, development, associate artistic director, or production. *Equity in contractual terms is essential.*

Job Descriptions

Tasks may include, but are not limited to, the following:

- Administering the literary office: soliciting and reading scripts; establishing and maintaining a system for reading and recommending scripts to the artistic director; establishing and maintaining relationships with playwrights; maintaining knowledge of plays.
- Season planning with artistic director.
- Administering a new play program, including play selection, organizing staged readings, and workshops. The workload involved in producing new play festivals and readings should be considered, at minimum, to be equivalent to that involved in dramaturging a full production.
- Editing a newsletter or working with the website administrator to provide web content.
- Production dramaturgy (recommended maximum, five shows per season). Please see Freelance section for definition of Standard Services for per-show production dramaturgy.
- Assisting marketing and development departments by writing, as requested, about the institution, its mission, or productions.
- Conducting audience discussions, pre- or post-show.
- Writing program notes; providing content for a lobby display/installation and/or web content about the show.
- As an alternative to production dramaturgy, a dramaturg/literary manager may be hired primarily to create/administrate an education program or audience engagement activities, including panels and classes. LMDA recognizes this as a full-time effort in itself. Other activities, such as those listed above, would be in addition, and should not involve more than a negotiated number of hours per week; otherwise additional compensation is expected.

Exceptional Services Outside of the Standard Job Description

Job descriptions should indicate what circumstances would constitute a contribution of “Exceptional Services” to a workshop or production at the theatre on the part of the staff dramaturg/literary manager, as well as how the dramaturg/literary manager would receive both credit and compensation in such a case for the current as well as the subsequent productions of the play. Generally speaking, in such circumstances the dramaturg/literary manager should receive additional payment or be offered release time and adjustment of other tasks. See the Freelance section for the definition of Exceptional Services and guidelines for credit and compensation.

Credit

The staff dramaturg/literary manager should be listed in the program as a member of the artistic staff, after the name of the artistic director or associate artistic director and in a print size equal to all the other artistic staff members. When a staff dramaturg/literary manager serves as production dramaturg, he or she should be listed on the title page of the program as “Production Dramaturg.”

When a dramaturg serves as the educational administrator, for productions that involve educational activities, he/she should be listed with the artistic staff on the title page of the program as well as with the artistic staff in the staff listing. Any material that lists the artistic staff, such as, for example, the off-site databases maintained by TCG or the Human Resources in Canadian Theatre publication created by PACT, should include the staff dramaturg/literary manager.

See the Freelance section for full guidelines on crediting production dramaturgs. See the Property Rights section regarding crediting materials the dramaturg authors for the production, and issues pertaining to the dramaturg/literary manager’s ownership over materials he or she produces.

Compensation

The dramaturg/literary manager is considered a department head and should be compensated accordingly. The budget of the theatre will necessarily affect the level of compensation. The first edition of the Employment Guidelines included salary figures based on a 1999 survey of the field. Numerous factors, both those specific to the arts and those specific to the North American economy in general, have caused salaries to remain essentially the same since that time.

The largest percentage of dramaturgs/literary managers have received, for full-time employment in an American not-for-profit institution, a salary that ranged between \$550 and \$750 USD/per week; the variance in salaries, however, was tremendous. LMDA recommends that salaries across the field adopt a measure of parity according to the size of the theatre and the experience of the dramaturg. As a yardstick for American theatres, for staff salary at a LORT D theatre with a budget of approximately \$1 million, the dramaturg/literary manager should earn a salary of no less than \$35,000 U.S. per year. In commercial venues, \$50,000 per year is considered a minimum salary.

If the dramaturg/literary manager functions as an artistic staff member, with a staff or significant producing responsibilities, salaries should be negotiated on the basis of established TCG salary levels for Associate Producers and Associate Artistic Directors. (This information is available to institutions with a TCG membership, and thus may not be available to all dramaturgs.) These will also serve as helpful benchmarks for Canadian members. In a recent survey, the average salary for Associate Producers and Associate Artistic Directors in a LORT B theatre (\$5 million budget and higher) was approximately \$65,000.

Dramaturgs/literary managers earning below the minimum standard salary should be provided release time and/or an appropriate reduction of tasks in the job description. Moreover, such dramaturgs/literary managers should be free to undertake outside employment to supplement their income. Staff dramaturgs/literary managers should receive health and other benefits offered to department heads.

EMPLOYMENT GUIDELINES: UNIVERSITY / COLLEGE DRAMATURGS

These guidelines are intended to help full-time or tenure-track dramaturgs enter conversations with department chairs at universities, colleges, or training institutions regarding the appropriate balance among Teaching, Research/Scholarship/Creative/Professional Activity, and Service in their work. These guidelines pertain particularly to production work performed by a university dramaturg at his/her resident university, as well as to the tenure implications of production work the dramaturg may perform in settings outside his/her resident university. All references to “university” settings should be understood to encompass all post-secondary educational institutions.

Individuals hired by a university on a part-time or adjunct basis should refer to the guidelines in the Freelance Dramaturg section of this document for advice about appropriate contract considerations. LMDA recognizes that it may be necessary to scale adjunct production work on the basis of a university class equivalent.

Note: The definition of “Research/Scholarship” versus the definition of “Creative/Professional Activity” used when deciding whether to grant tenure can vary widely among institutions. Some theatre departments may see the dramaturg’s work on department productions as satisfying this requirement. Other theatre departments may require a certain level of professional production work or publication. Still other departments may classify the various components of a dramaturg’s work in different ways, such as classifying rehearsal with an artistic team as creative work, while classifying written outputs such as program notes as scholarship. “Service” in a university setting is typically delineated as service to the university (such as sitting on faculty committees that provide governance to the institution); service to the faculty member’s department (such as administration of department programs, or student advising); and service to the community (such as general membership in community organizations as a function of citizenship, or lending scholarly expertise to community and professional organizations).

Job Descriptions

The job descriptions and titles of university dramaturgs vary widely, including but not limited to Professor of Dramaturgy, Professor of Theatre History and/or Criticism, and Production Dramaturg. Much of the variation relates to the departmental determination of the individual’s formal teaching and production responsibilities. On the production side, job descriptions for university dramaturgs may include any of the services listed under the “Standard Services” section of the Guidelines for Freelance Dramaturgs. Consulting the “Exceptional Services” section may also be valuable in determining the precise nature of the specific position. Given the potential full-time nature of such services, and the fact that such services do not always fit neatly within conventional university employment parameters, LMDA encourages all interested parties to discuss the appropriate balance between teaching and production work for university dramaturgs.

Correlating Departmental Work with University Policies: A Checklist

Faculty dramaturgs and department chairs may find it helpful to begin with the following questions as they strive to coordinate the dramaturg's departmental responsibilities with university employment policies:

1. **Tenure and Promotion:** What is the university policy with respect to credit earned toward promotion and tenure for work in each of the following three categories: Teaching; Research/Scholarship/Creative/Professional Activity; and Service? How do these categories apply to each of the dramaturg's typical job duties (see below)?
2. **Research and Publication:** What research and publication requirements must the university dramaturg fulfill in order to achieve tenure and promotion? Does the university accept creative production work as an alternative to publication? If so, what materials serve as acceptable documentation of dramaturgical activity?
3. **Categorization of Activities:** In applications for tenure and promotion, how should the dramaturg's on- and off-campus production work and service be categorized?
 - a. **Release Time:** How does the university calculate Full-Time Employment (FTE) loads? Does the university allow the department to offer release time from individual teaching loads to accommodate faculty members' participation in productions?
 - b. **Mentoring:** Does faculty mentoring of students during the production process count toward the FTE load calculation?
 - c. **Professional Development:** What is the university policy concerning financial support for professional development?

LMDA recommends the following fair and equitable practices for each of the above categories:

1. **Tenure and Promotion:** Faculty dramaturgs should be held to the same standards with respect to tenure and promotion as their departmental colleagues in the areas of directing, design and performance. As noted in the Overview, LMDA asserts that the dramaturg is equal in role and responsibility to other key members of a creative team. Thus *equity in contractual terms relative to comparable creative roles is essential*. The dramaturg's role and responsibilities can match those of directors and designers. In other situations, the role may be similar in scope and impact to that of fight coordinators or vocal coaches. Workload calculation must always reflect the appropriate level of creative input, responsibility, and time commitment.
2. **Research and Publication:** For some, these standards may correlate with conventional scholarly activities and publications required by the university. However, if the university accepts creative production work as an alternative to publication for directors, designers, and actors, then it should do the same for its dramaturg(s). In the area of dramaturgy, the following activities may be considered in the assessment of creative and professional competency: production dramaturgy; new play development; program notes; lobby displays/installation dramaturgy; publication in refereed and non-refereed journals,

educational supplements, and newsletters; web-based content; and other production-based activities. When the faculty dramaturg engages in the creative development of a production or a new play and does not publish a record of the process, copies of dramaturgical research material, responses, and letters of reference from collaborators should serve as evidence of the work.

3. **Categorization of Activities:** The university dramaturg's on- and off-campus production work as well as conference presentations should be included under the category of Research/Scholarship/Creative/Professional Activity. Decisions about the weighting of on- and off-campus activities within that category should be explicitly addressed according to departmental and university guidelines. In the area of Service, university dramaturgs serving on committees for professional organizations should earn credit for Professional Activity. Public presentations in the local community may fit into Community Service or Research/Scholarship/Creative/Professional Activity, depending on the circumstances. Again, such weighting should be explicitly discussed according to departmental and university guidelines on a case-by-case basis. If the department's assessment of appropriate categorical weighting differs from conventional university practice, the department should negotiate this with the university in the same way it might for faculty members in the fields of directing and design.
 - a. **Release Time:** If their contributions to productions approximate those described in the "Standard Services" section of the Guidelines for a Freelance Dramaturg, above, faculty dramaturgs should earn the same amount of release time as their design colleagues.
 - b. **Mentoring:** If departmental colleagues earn release time for their mentorship of students during productions, faculty dramaturgs should earn the same.
 - c. **Professional Development:** If the university offers financial support for faculty travel to conferences and workshops, faculty dramaturgs should receive similar support. However, if the university typically restricts its compensation to support faculty who present conference papers, it may be necessary to communicate with university officials about alternative means for dramaturgs to establish a professional profile in the field. Such activities may include but are not limited to the following: participation in roundtable discussions at conferences sponsored by LMDA and other professional organizations; attendance at new play festivals; and participation in new play development workshops.

Credit

The faculty or student dramaturg should routinely be listed in university press releases as well as on the title page of programs. If the dramaturg's participation at least equals the "Standard Services" listed above, credit should follow that for the director and the playwright, though it may be on the same line with designers.

LMDA urges university dramaturgs to consider the section on Property Rights in this document when negotiating a contract, particularly in reference to the ownership of materials created in support of productions. LMDA has collaborated with the Association for Theatre in Higher Education (ATHE) in producing its tenure and promotion guidelines for dramaturgs, which are located on its website (www.athe.org).



EMPLOYMENT GUIDELINES

APPENDIX

RECOMMENDED FREELANCE DRAMATURGY PAY RANGES

The following pay ranges are suggestions only. At the lower end of a range, the dramaturg may be exceptionally able but lack experience or specific expertise. On the high end of a range, the dramaturg may bring a wealth of experience or specific expertise, or perhaps an established relationship with the playwright. The ranges are meant simply as reference points. They are not comprehensive of all situations, and are meant as a general indicator of what LMDA views as fair and reasonable. Lastly, the ranges reflect the common practice in many professions of paying greater cash compensation to freelance professionals than would be offered to a person who is on staff doing equivalent work, in recognition of the fact that the freelancer does not receive payroll benefits from the employer.

Pay scales at other institutions can be very helpful in determining equity among artists working on a project; dramaturgs should examine fees for directors and designers as a guideline for projects that do not fit into a conventional framework. See page 5 for a list of resources that may assist in this research.

Compensation should typically take the form of a flat fee. In the case of flexible work within a very clearly established range of hours, an hourly rate scaled to approximate a flat fee may be more appropriate. The dramaturg and the employer should decide together what best addresses the situation.

Under certain circumstances, some dramaturgs may choose a third possibility, payment by retainer. Payment by retainer is the practice of paying the dramaturg a regular fee to retain his/her services of over a specified number of months, even if the exact nature of the development activity is not known fully in advance by the employer and may vary with respect to schedule and time commitment. This may be particularly appropriate for commercial projects in multi-year development processes. The dramaturg and the employer should in this case negotiate whether there is any obligation to renew the retainer when the initial period ends, and whether a different kind of contract should be negotiated in the event that the process results in a production.

Rates are noted for the United States (using the LORT system) and Canada (using the CTA system).

These rates apply as of June 2012. At the time of this document's preparation, the U.S. and Canadian dollars are roughly equal in value.

Production Dramaturgy

LORT B theatre / CTA B and/or C:

Time commitment: equivalent of 2–3 weeks full-time preparation, equivalent of 3–4 weeks in rehearsal (total equivalent of 5–7 weeks of full-time work)

\$4,000–\$8,000 USD/CDN + housing and travel.

LORT D theatre / CTA E and/or F:

Time commitment: equivalent of 2–3 weeks full-time preparation, equivalent of 3–4 weeks in rehearsal (total equivalent of 5–7 weeks of full-time work)

\$2,500–\$5,500 USD/CDN + housing and travel.

Small theatres / CTA G or independent theatres:

Time commitment: 2-3 weeks full-time preparation, 2–4 weeks on site (equivalent of 4–7 weeks of full-time work)

\$500–\$3,000 USD/CDN, or equivalent to what designers are receiving.

(Fees structures and time commitment may range widely in small theatres, fringe productions, and festival settings.)

Commercial productions:

LMDA members in the United States should refer to rates set by SDC (Stage Directors and Choreographers Society) and USA (United Scenic Artists) to reference typical director and designer rates in commercial venues. These will also be useful for Canadian members as general guidelines for commercial contracts. Members should bear in mind in consulting these resources for comparable rates that designer rates vary substantially, depending on the nature of the design (set, costume, light, sound) and the scale of the design (for example, the number of sets or costumes per production).

Other Activities

One-week workshop (LORT C Theatre / CTA C):

\$1,000 USD/CDN + housing and travel. All workshop fees should take into account preparatory time.

One-week workshop at play development center:

\$700 USD/CDN + housing and travel. Workshop fees should take into account preparatory time. Note that it is common at play development centers for all artists to receive the same fee amount.

Private Script Consulting:

\$50–\$500 USD/CDN per script. Take the following into account when determining the rate: nature of the relationship with the writer; the writer’s means; time and extent of work spent analyzing the script and giving notes to the writer, and whether notes are written or verbal. The dramaturg should agree with the employer that the dramaturg’s private script consulting will be acknowledged in eventual production.

Re-use of Research (on a separate production, where the producer is not associated with the original production):

\$50–\$500 USD/CDN, depending on volume and work represented by original research; also program credit for “Dramaturgical Research.”

Program Articles:

Program articles, 2,000 words, **\$600 USD/CDN.**

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