

INDEPENDENT PERSPECTIVE

Newsletter of the Consulting and Independent Contracting Professional Interest Committee

Summer 1993

Not all independents have deliberately chosen the unbridled path. Some of you may have been carried out onto it in the course of company layoffs. Regardless

if, of course, you have the inclination.

Are you a graphics expert? A desktop publishing whiz? A grammar guru or a keen-eyed editor? What was your college minor? Or, if you came to technical communication via an alternate route, what other domain(s) of expertise can you claim? Are you a reprogrammed programmer?

But don't stop there. Think about how you can most effectively share your knowledge and grounding. In evening classes only? As a substitute, if you're not ready to develop a full-scale course of study? In a team-teaching situation? With modular units that can be adapted to each unique environment? Once you have a plan in place, search out the appropriate avenues and present your proposal.

One of the most satisfying fields I've worked in is adult-level instruction in English as a Second Language. Making the complex English language uncondescendingly clear and easy to follow (I'm still struggling with "simple") is simultaneously challenging and rewarding. If you feel intrigued but uncertain about this, try volunteering in an adult literacy program. Many libraries sponsor such programs and frequently include training.

Technical communicators often beg to have contact with and feedback from their customers, their audience. I assure you, teaching provides that contact and feedback. However,
(See *Bridge*, page 3)

Bridging the gap

Consider alternatives when making the transition to independent

by Trish Kaspar

of how you arrived, what might you do once you're there? In a word, explore.

Broaden both your perspective and your skills base. Try using this segment of time judiciously but without being unduly concerned about the outcome. The unexpected returns may surprise you.

Technical communications can be a natural springboard to teaching. Both disciplines take the complex and make it uncondescendingly simple, clear, and easy to follow. Granted, a teaching credential opens more doors, but even without a credential, opportunities exist.

Adult education programs, community colleges, and computer education centers look for instructors with a combined understanding of people and product to deliver their training. You have the knowledge

What interests you?

Examine not only your background but your areas of interest as well. (You teach best those things you enjoy most.) Then pull together all the diverse threads of your education, experience, and employment and weave them into a course design. Perhaps you've already visualized some possibilities:

- writing skills, technical or nontechnical
- graphics and page design
- editing and proof-reading
- English fundamentals
- creative writing
- introduction to computers, operating systems, computer languages
- your own specialty (an application or tool, for example).

In this issue

<i>From the editor</i>	2
<i>Independent voices (letters)</i>	2
<i>Focus on: Dallas</i>	3
<i>Proposals & contracts, part two</i>	4
<i>Together in Toronto</i>	7
<i>Help wanted</i>	7

<i>From the editor</i>	2
<i>Independent voices (letters)</i>	2
<i>Focus on: Dallas</i>	3
<i>Proposals & contracts, part two</i>	4
<i>Together in Toronto</i>	7
<i>Help wanted</i>	7

doors, but even without a credential, opportunities exist.

Adult education programs, community colleges, and computer education centers look for instructors with a combined understanding of people and product to deliver their training. You have the knowledge

- design
- editing and proof-reading
- English fundamentals
- creative writing
- introduction to computers, operating systems, computer languages
- your own specialty (an application or tool, for example).

libraries sponsor such programs and frequently include training.

Technical communicators often beg to have contact with and feedback from their customers, their audience. I assure you, teaching provides that contact and feedback. However,
(See *Bridge*, page 3)

<i>From the editor</i>	2
------------------------	---

doors, but even without

- design

libraries sponsor such



From the editor

Contributing your thoughts

To those of you who feel you have something of interest to say to our group at large (and that includes all of you), here are a few of *my* thoughts on contributing to the *Independent Perspective*.

Even if you think otherwise, your contribution is valuable—to us because we gain from your experience, and to you because you introduce yourself to the group.

A published article can also be shown to a client as a sample with a meta-message: "Here's someone who gets involved in the professional community."

Your articles reprinted from other publications

(STC chapters, other newsletters you may write for, etc.) are just fine. We'll be happy to credit the reprint.

Please send an IBM diskette with the article in electronic form. WordPerfect 5.1 is preferred but of course ASCII will do as well.

If you'd like we'll publish a bio on you. Our official rule is "author's bios will be edited to approximately 150 characters to fit on no more than 5 lines." So make it concise, but by all means include it.

Letters count as contributions. In fact, occasionally we solicit your reaction in "Independents' Issues"—the topic is all picked out.

All you have to do is expound.

Book or article reviews make excellent articles.

Have you guessed? I'm strongly encouraging your voice. You've already broken new ground through your entrepreneurial efforts. Now tell us something about that. **IP**

INDEPENDENT PERSPECTIVE

Vol. 4, No. 3 Summer 1993

Published quarterly by the Consulting and Independent Contracting Professional Interest Committee (C&IC PIC) of the Society for Technical Communication.

Editor

Susan Witter

Copy Editor

Kevin Sunderman

Layout Editor

Cal Callahan

Production Coordinator

Christopher Jullet

Deadlines for submissions:

Fall Issue—July 25

Winter Issue—October 25

Spring issue—January 25

Send contributions to:

Susan Witter

65A Albany Place

East Greenbush, NY 12061

Copyright ©1993 STC.

All rights reserved

Printed in USA

Independent voices

Divergent views from two readers

To Whom it May
Concern:

The format of the Winter 1992/93 issue of *Independent Perspective* (to use the vernacular) **STINKS!**

You mucked up the article by Dave Young, and the rest of the paper was no treat to read: every few minutes flipping to page 6 or back to page 1 and then to page 8...this from professional technical writers??

Please—do try to make it as easy for your colleagues to follow a publication as you do for your user!

Kind [*sic*] regards,
Armeen Keshavjee

Dear Susan,

I like the new look of the *Independent Perspective*! You always did present interesting information; now you're presenting it in an inviting way. Consequently, even though I'm not an independent contractor, I found myself reading your newsletter from cover to cover. Congratulations to you and to Cal.

Thanks—and thanks for keeping me on your mailing list. You're doing a great job!

Liz Babcock

STC 2nd Vice President

Focus on: Dallas

by Linda Bell

The Lone Star Chapter's CIC SIG is extremely successful. A minimum of 20 attend each meeting, with 142 on the mailing list. I thought I'd summarize (and brag) a bit.

CIC SIG began as a weekly meeting of telecom tech writers which, in September 1990, became a monthly meeting for all contractors and independents. We had common problems and concerns, wanted information and access to resources, and had requirements beyond those of the "captives" in our local chapter.

First, we learned the hard way what DOESN'T work:

- publicity by word of mouth
- sales presentations (insurance, etc.)
- meeting in restaurants.

Since then, we've learned what DOES work:

- monthly mailers or telephone calls
- networking
- filling needs not met by the chapter as a whole
- round-table discussions
- presentations on topics of interest to the group.

We've had so many good sessions that we're thinking of publishing a book of synopses and handouts.

A local CIC SIG requires big-time commitment by at least one person, who in our case was Karen Steele. Karen has contributed enormously to the Lone Star Chapter as program chair, president, etc., etc. Initially, she did it all for CIC SIG—bookings, notices, database setup

and maintenance, funding, PR. Now she has the help of Christy Kurtz, who has a \$ucce\$\$ful electronic publishing business.

Karen says there are a few things she'd do differently if she were to start the SIG today:

- get guaranteed funding from the local chapter
- set a regular meeting time and place.
- have more contact with the folks at STC Headquarters.

From this contractor's perspective, chapter offerings are helpful, but CIC SIG participation is essential. **IP**

Linda Bell has been contracting for about ten years. She specializes in course design and development, video script-writing, and software documentation.

Bridge (from page 1)

teaching may not be for you. What other opportunities help to expand your perspective and skills?

Can you juggle? Can you handle several small, discrete projects at once without losing track of any one of them? If so, why not take on a number of abridged assignments rather than set your sights on one or two larger prospects. A once-a-month contribution to a newsletter, for example, provides continued visibility—through both your writing and your

presence. Often, that one commitment branches off into additional requests for your talents.

Be willing to learn things you've not done before, to gain experience and exposure. At the same time, while you're out exploring, remember to enhance your skills and marketability by taking classes. Stay current in your professional reading. Attend and liberally browse a broad band of technology exhibits—from hypermedia to virtual reality to

"environment meets technology."

Respond to challenges with optimism and enthusiasm. Growth may be painful, but it can put you head and shoulders above the crowd. After a while, reassess your path. Even if the marketplace and surrounding economy may not have changed, you may have. **IP**
An STC senior member, Kaspar has seven years of computer industry information development and three years of independent writing experience.

In part one of this article, Dave Young explained that contracts are essential to define clearly for both the writer and the client just what is to be done and paid for. Anything done before sign-

to deliver a specific make and model of computer, then list the titles of the manuals.

Note that in some states (such as New York) the seller must collect sales tax on tangible

any parts supplied are covered only by the manufacturer's warranty.

If you are offering advice, you may wish to state that no warranty is expressed or implied and that you will not be

How to write proposals and contracts, part two

Concluding the discussion of a model contract

by Dave Young

ing the contract is "marketing." Work done after the contract is signed, you get paid for

As stated in part one, a contract starts with an introduction, written like a business letter, then follows with the numbered sections of the contract itself. Some parts may not be necessary for your contract, so feel free to edit.

Part one of this article covered the following sections of the contract: Introduction, Parties to the Agreement, Scope of the Work, Project Description, Purpose of the Project, and Constraints on the Project.

7. DELIVERABLES

Comment: If you intend to deliver something, such as a report, software, hardware, etc., as part of your consulting service, describe it here. Make it clear just what is to be delivered. (Do NOT list that which will NOT be delivered; to be complete, *that* list must include everything else in the world!) Again, be specific. Don't agree to deliver "a computer and manuals;" agree instead

items delivered to the end user (but not on items for resale and/or for use in making taxable goods), though consulting services are not taxable. Ask your accountant or attorney for details on what is and is not taxable in your area.

8. STANDARDS FOR THIS PROJECT

Comment: If you are using some references or standards (e.g., ISO 9000, federal regulations for interstate commerce, fire safety standards, or even literary standards such as the *Chicago Manual of Style*) you should say so. It is reassuring to the client to know that you *have* a set of standards. You may even discover that the client expects you to work to a different set of standards. It is better to know this before you begin rather than after.

9. WARRANTY

Comment: You may wish to warrant the success of some part of the project, or simply to state that you warrant labor and not parts. Perhaps you'll state that

liable for the actions of your client (even if the client follows your advice). If a warranty is stated, be sure to say how long it will remain in effect, what the client can collect from you, and what conditions may void the warranty. For example, the warranty on film processing usually states that the photofinisher is liable only for replacement of the film (not for replacement of your trip to Europe to take the pictures).

Be careful what and how much you warrant. It is probably better to warrant little and deliver a lot (if challenged), rather than the other way around.

10. FEE QUOTATION AND TERMS OF PAYMENT

Comment: If you deliver a product or services, submit an invoice, and wait for payment, you are in effect extending a zero-interest loan to the client until you are paid. Is your client good for the money? If it's a big project, you may wish to run a credit check or

**"Don't be afraid
to call and
ask why your
payment has not
yet been
received."**

to ask for up-front payments.

You should make these things clear: what will be billed, when it will be billed (e.g., weekly invoices), and when you expect to be paid (for example, within 10 days of the invoice date). Does your fee cover everything or will parking, travel, lodging, meals, cab fare, phone calls, and other items be billed separately? And, if you're training, will you bill separately for notebooks, handouts, and other publications (taxable items) given to students? Will document copying be a significant item?

You may also want to insert a paragraph that says, "If the project is delayed for more than 30 days, the consultant will invoice the client for all services provided to date." You don't want your payments held up because the company decided to restructure, had a parts supply problem, or otherwise delayed the project.

State here whether the billing will be by the hour (and who will keep the hours and how they will be rounded off for partial hours) or by some other criteria such as daily or weekly fees, by mile markers, by the project (for small projects), by the page for publications, etc.

It is not unusual in the consultants and

contractors to ask for money up front *before* beginning work (e.g., 50% of the fee) with the balance due at specified mileposts or upon completion. Be clear about payment terms and whether there will be penalty charges for payment *after* 30 days. If the client doesn't like the terms you are offering, now is the time to work it out, not when you're owed money.

It is not wise to offer incentives for early payment. Some companies offer a 2% discount if the payment is made within 10 days. You'll find that many companies will still take 30 (or 60) days to pay and will take the 2% discount anyway. Most often it's the large companies with the slow billing systems that are the offenders. Then you're faced with deciding whether to try to collect the 2% and risk offending or losing an otherwise good client.

It is important to monitor payments. It is not unusual, especially in large companies, for invoices to be routed to some project-responsible person for approval before they are sent to accounts payable. If that person is away on vacation, or if your invoice is otherwise misplaced, your payment may be delayed. Don't be afraid to call and ask why your payment has not yet been received. Be tactful, not irate. It's

probably just an oversight, but if you don't call attention to it, it may take months for the oversight to surface on its own.

If all else fails, you have the option of stopping work or refusing to complete the project if your contract agreements (payments) have not been met. It may make more sense to quit than to continue to donate time for which you can't collect payment. That's just one reason for having a cancellation clause in your contract.

11. OWNERSHIP OF COMPONENTS

Comment: Here's where you state who will own what at the end of the contract. Sometimes, as when documents are produced (and practically every contract includes a final report and other print materials), ownership of copyrights should be assigned. If yours is a writing project, and if it is stated in your contract that this is a "work-for-hire agreement", it is presumed that the person who is doing the hiring (the client) retains ownership of copyrights. If this is not the case, be sure to say so contractually before you begin.

Who will own the engineering design, the models, the contents of the report (you may wish to re-use some of the generic sections),

(Continued overleaf)

etc.? Spell it out so there will be no question later.

In the printing industry, the "customs of the trade" say that the printer owns everything necessary to generate what the client contracted to buy. For example, if you asked for 1,000 letterheads, the artwork generated by the printer, the negatives, and the printing plates—the items necessary to generate the 1,000 letterheads you contracted for—all belong to the printer, *even though your money financed their creation.* (You can usually buy these items at additional cost.)

You may wish to apply the same principles to your contracting efforts. Bottom line: the client gets (only) what is contracted for. Anything else costs extra.

12. CHANGES TO THIS PROPOSAL

Suggested Wording:

Changes to this proposal must be in written form and signed and dated by both parties; then they should be appended to this document.

Comment: Things change constantly. When the changes affect the contract, renegotiate.

13. CONFIDENTIALITY

Comment: The client may be reassured if you state that all proprietary material will be kept confidential. The client may have specific word-

ing to add. This may be a concern if you work for more than one client in a given field (e.g., copier manufacturers) or if you do some research for the client.

The client, especially if the client is a military organization, may require you to sign separate confidentiality agreements.

14. CERTIFICATION OF INDEPENDENT STATUS

Comment: Some clients may want you to certify that you are an independent contractor and not an employee of the client.

Recently, the IRS has required large companies to conform to the rules for tax deductions, workers' compensation, insurance coverage, etc., if a contract worker meets the criteria of an employee. For example, if the contract worker has an office like the other employees, keeps the same hours as regular employees, must follow office rules, etc., then the individual is in actuality an employee regardless of what he or she is called. If it walks like an employee, talks like an employee, and is treated like an employee, then by golly it's an employee.

By stating that you are an independent contractor, you are giving the client evidence that may be used later to satisfy the IRS. It also

places the responsibility for paying income taxes squarely on *your* shoulders.

If you have a D.B.A. (Doing Business As...), you should use it throughout the contract. This is one more proof that you are an independent, registered, business owner. If you prefer to cash checks in your own name, you can state on your invoice that checks should be made payable to "John Q. Consultant (D.B.A. JQC & Associates)".

15. ENDING THIS CONTRACT

Suggested Wording:

Either _____ (the consultant) or _____ (the client) may end this contract by sending written notice to the other at least 5 days before conclusion of this contract.

Comment: You may wish to have that notification sent "by certified mail to ensure receipt" as an added way of documenting the cancellation. Besides, making cancellation complicated is like giving the angry party a chance to count to ten.

You may state the conditions under which the contract may be broken, but I think it's better to leave this open. If either you or the client is *that* dissatisfied, you should probably end the contract, regardless of the reason.

(See *Contract*, page 8)

The motto of the Toronto West chapter of the STC is "Together We're Better." We believe that we can work together to

tured speakers. They publish a regular newsletter and run an annual technical writing competition.

STC members can attend any meeting, regardless of chapter affiliation. Then I suggest they attend one meeting of each chapter and decide which one satisfies their needs.

Together in Toronto

Two STC chapters meet members' different needs

by Celia Clark

help each other with a variety of problems and that we all emerge as winners.

There is, however, another way of interpreting our motto. I am often asked why two STC chapters coexist in one city.

A few years ago, the Toronto chapter had grown so large that a small group of "free spirits" decided to break away and form their own chapter. These "free spirits" all belonged to the contract and freelancers special interest group. Our membership still consists mainly of self-employed writers and graphic artists.

I have been president for almost two years and it has been an interesting and challenging time. I have worked closely with Carolyn Watt, president of the main Toronto chapter, to ensure that the activities of our two chapters complement rather than compete with each other.

When prospective members call, I explain that the Toronto chapter has over two hundred members and holds regular meetings at the same location. Meetings incorporate both networking time and fea-

Then I tell them that Toronto West has only twenty members and meets on an irregular basis at a variety of locations. We publish a news bulletin on an as-needed basis (that is, when we get around to it) and an annual resource catalogue, *The Who's Who of Technical Communicators*, listing the skills, services and experience of freelance and contract writers in Ontario. We are proud of this publication and it has brought in work for many of those listed. However, contributors do not have to be members of the Toronto West chapter. I explain that

Help Wanted: Assistant Editor

The C&IC PIC needs your help. We're looking for an energetic, inventive, personable addition to our editing staff (volunteer, of course). Responsibilities: research, planning assistance, networking, working cooperatively with the Editor. Experience preferred in newsletter or periodical editing.

For more information, call Susan Witter at 518-477-2564 or write to the address in the masthead.

Many decide not to join the mavericks of the STC world. They prefer the more structured environment offered by the larger chapter. When prospective members decide to join us, it is usually because they are more comfortable in a smaller group and appreciate the intimacy of our small, informal gatherings, often held in pubs and small restaurants. They also get to know people more easily and are therefore less reluctant to call and ask for help and advice when they need it.

Many of our challenges are similar to those of the more "normal" chapters, but many arise from the fact that so many of our members are "free spirits" or freelancers. As you know, in the topsy-turvy world of the self-employed, we are either feasting on paid work or starving. During times of famine it is relatively easy to persuade members to volunteer to put out a bulletin, work on the current resource catalogue or any of the other tasks involved in running an STC chapter. However, when members are invited to feast on

(see *Toronto*, page 8)

Toronto (from page 7)

paid work, STC commitments often take second place.

The irregular nature of our Meet n' Eats is both a strength and a weakness. By varying the location and the day of the week, we accommodate members who live in various locations and have other commitments on a particular day of the week. On the other hand, we need to contact every member

for every meeting.

We have often considered merging back into the parent chapter, but have always come to the conclusion that we do fulfill a very real need for a small number of people. The larger chapters have just as much difficulty in filling positions on the executive. It is much easier for members to hide in a large organization! So, we will continue to

provide an alternative to the structured organization of the Toronto chapter and believe that "Together We're Better."

p.s. If you would like suggestions on how to publish a *Who's Who of Technical Communicators* in your area, please feel free to call me at (416) 796-6151.

Cella Clark is a training consultant and president of the Toronto West chapter of the STC.

Contract (from page 6)

16. AGREEMENT TO THE ABOVE PROPOSAL

Suggested Wording:

To accept the above proposal, sign, date, and return one copy to:

Consultant's Name
Consultant's Company Name
Street or Box Address
City, State ZIP

Signed: _____

Date _____

For Consultant's Company

Signed: _____

Date _____

For Client

Comment: Sign and date two copies. Send both to the client. One is for the client to keep. One is to be signed and returned to you.

If, as is said, good fences make good neighbors, then good con-

tracts make good working relationships. Having a clear agreement before you begin any project can save you and your client a lot of pain. **IP**

Dave Young is a Senior Member of STC and an independent writing, editing, and publishing consultant.

A copy of this article in booklet form is available for \$4.00, post paid, from Communication Services, 210 Glen Ellyn Way, Rochester, NY 14618.

CHANGE OF ADDRESS?

Do you have a new address or phone number? Please send it to:

C&IC PIC
Post Office Box 1725
Ann Arbor, MI 48106