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Collaborating across differences: *Build writing relationships with co-author agreements*

By Kristina Quynn

I had a conversation with a senior colleague recently about the purpose and value of co-author agreements in collaborative writing projects. He and I talk regularly about research and writing but had not touched on the nature of "agreements" in collaborations. He has built his career in a scientific field where co-authors are the norm, and the majority of his publications included graduate students, postdoctoral fellows, or government agency researchers as collaborators. So, I was somewhat surprised when he shared that he avoids co-author agreements, stating that they "seem overly litigious." His concern, ultimately, was less about the realities of legally binding agreements or about any real-life experience with being sued; but, rather, his concerns were about the impact such a document and conversation might have on his collegial, professional, and implicitly trusting relationships with writing colleagues.

As a research writing program administrator at a large university, I have heard similar sentiments from academics across fields and disciplines. I share his concerns here, because they point to the power of trust in building high-functioning, rewarding, and productive collaborative writing relationships. They also illustrate the value of starting with non-binding community or group agreements that set the norms for how writers wish to be in relationship with each other and that can support relationship-building early on. *continued on page 4*

Join us in Indianapolis for TAA's 2022 Conference!

We're planning an outstanding conference for you, and we hope you plan to join us! TAA's 34th Annual Conference will be held June 17-18 at the beautiful Conrad Indianapolis, located in the heart of downtown Indianapolis! A 5-Star property with a Four Diamond AAA Rating, the Conrad is rated high for luxury, service, and location. The hotel sits two blocks from Indiana's beautiful Statehouse and is walking distance to a variety of restaurants and local points of interest. Located at the most prominent intersection in Indianapolis, and on the Indianapolis Cultural Trail, The Conrad is only 20 minutes from Indianapolis International Airport and just one block from Monument Circle.

Conference attendees will have opportunities to:

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- Network with authors from across the country.
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Registration opens December 10. For information: *Taaonline.net/taa-conference*

SPRING WEBINARS

Connecting with a College Textbook Publisher in Changing Times
February 10, 1-2 p.m. EST
Presenter: Sean Wakely, Vice President of Product & Editorial, FlatWorld

Get the Best Index for Your Book: Create a Collaborative Relationship With Your Indexer
Date: February 16, 2022, 1-2 p.m. EST
Presenter: Lisa Fedorak, Owner and Indexer, Fedorak Indexing Services

Book Marketing and Social Media by Authors: Do's and Don'ts
Date: March 16, 2022, 2-3 p.m. EST
Presenter: John Bond, Publishing Consultant, Riverwinds Consulting

Beyond Productivity: How to Build a Joyful Writing Practice
Date: April 7, 2022, 1-2 p.m. EST
Presenter: Michelle Boyd, PhD, Writer, Scholar, Founder, InkWell Academic Writing Retreats

TAAonline.net/webinars

• IN THIS ISSUE •

My publisher has been acquired. . . Now what?

A Personal Story

This past summer I gave a presentation at TAA's 2021 Virtual Conference on the joys and benefits of working for a small publisher, which I have done for the past 18 years. Well, guess what? I no longer work for a small publisher because they were recently acquired by a larger publisher. This serves as yet another example of what we all know so well – the publishing business in higher education is changing rapidly and we all need to adapt to new paradigms.

Allow me to share how I have handled this transition so far. The first thing I did was contact my intellectual property attorney to solicit advice on questions to ask my new publisher. After getting all these questions answered, my path forward became much clearer. Thankfully, many years ago, I had an intellectual property attorney negotiate my first contract which will protect me with my new publisher. This was a source of great comfort to me.

Next, I did research on my new publisher to learn everything I could about them. Their focus is entirely on interactive, digital books. I started to explore books in my field to better understand their online platform. Then I looked at competing titles to see how my books would fit into their publishing landscape.

My books are stand-alone supplements in anatomy, physiology, and chemistry that are core-concept books with lots of active learning activities. Currently, over 90% of my sales are printed books, but that is soon going to change. Thankfully, I did not find any books that directly competed with mine. After finding an anatomy & physiology textbook that was created in the new platform, I reached out to the authors to inquire about their publishing experience. To my delight, they said they had a positive experience overall in creating their digital textbooks.

Transitioning to a new publisher can be very stressful, so let me address some of the emotional aspects involved in this big changeover. For me, I was initially distressed by the fear of many unknowns – new company, new editors and other staff, new distribution channels, new ways of working as an author, new digital and interactive format, and possible new pricing for my books.

The first thing I needed to do for my mental health was to take a deep breath and recognize that, like so many things in life, all these aforementioned changes were out of my control. To reduce stress, I gradually shifted my focus away from what I could not control to what I could control. To varying degrees, all authors are in control of the quality and creativity of their content, so I began to focus on that. As I learned more about my new publisher, I began looking for their most successful titles and analyzing what it was that made them successful on this new platform. My goal is to replicate these best practices so that my books can also become successful as they are ingested into the new digital platform.

Helping my new publisher market my books is another thing that I can control. I am considering creating new YouTube videos to help my books become more successful. Moreover, being active in social media, such as posting on LinkedIn, can also help my books thrive in a competitive marketplace.

Finally, I want to consider the positives resulting from this acquisition. Though there can be many negative aspects to any acquisition, the news is not always all bad. While my small publisher had only 12 sales reps, each with multi-state territories, my new publisher has over 100 sales reps to help expand their presence in the publishing world. I also now have the potential to gain international exposure for my books. Previously, most of my books sales were limited to the United States and Canada. Now, in dealing with a fast-growing company with global ambitions, my outlook becomes much more international. I can now sell my books in countries that I didn't have access to in the past.

Another big benefit is that the new online platform enables professors to more easily integrate my book into their homework assignments within any of the popular Learning Management Systems (LMS) used at various colleges or universities. With online classes ever increasing since the onset of the pandemic, this is a very appealing feature. Perhaps the most exciting feature to me in my new online platform is the opportunity for greater active learning opportunities for students. Like it or not, Generation Z students – our current generation of college students – are digital natives who grew up with smartphones and prefer to access content online.

With my new platform, I can easily integrate YouTube videos, podcasts, animated gifs, and many other tools for active learning that bring a textbook to life. Having said that, for students who prefer a hard copy, there is also a print-on-demand capability. As I work with my new publisher, I try to keep a positive outlook and be open to new opportunities for creating engaging content for students. In the end, isn't that what all textbook authors are trying to accomplish? ■

—Paul Krieger, PhD

Five chances to reset the terms of your book contract (Part 2)

By Steve Gillen, Wood Herron & Evans

In Part 1 of this article (published in the summer edition of the TAA newsletter), we wrote about the imbalance in negotiating leverage between an author and his/her publisher early in the author's publishing career. And we noted that there would be opportunities later for an author to retake some of the ground lost in those early negotiations. In particular, we wrote about two of these opportunities:

1) Your publisher calls for work to begin on a new edition and sends an amendment to your contract to memorialize this . . . with a few additional "updates".

2) Your publisher says that it is replacing older contracts with a new form that reflects changes in its business practices dictated by changing markets.

We left three more opportunities for discussion in this Part 2:

3) You're ready to scale back your participation and begin the transition to a new co-author.

4) You've completed an audit of your royalty account and are in the process of negotiating settlement of your underpayment claims.

5) Your termination right under US copyright law matures.

Here is a review of those additional opportunities.

You're ready to begin scaling back your writing

Your publisher has an interest in effecting an orderly succession of the authorship of your work from you to someone younger, who can carry on after you step down. Much of the goodwill in the market, especially in higher ed, is connected to the name author rather than the publisher. So, the publisher has an interest in introducing a new author to the market while you are still involved.

But the publisher cannot force a co-author on you as long as you are ready, willing, and able to continue to revise your work. As you get older and closer to retirement, the publisher will get nervous about its ability to make a smooth transition of market recognition from your name to the name of a new co-author. Agreeing to cooperate in a transition has value to your publisher that you might use to improve certain terms in your contract, particularly those concerning the number of editions (or years, now that digital revisions may happen more frequently) over which your step down will take place and the rate at which that will happen.

Settlement of an audit

Royalties in publishing are notoriously inaccurate, and this is especially so in higher ed. Should you take advantage of an audit clause in your contract or otherwise convince your publisher to voluntarily cooperate in an audit of your royalty account, it is likely that you will find some underpayment. Some of those findings will be incontrovertible. But others of them are likely to involve disputes over the proper interpretation and application of royalty provisions in the publishing contract. These are not simple counting or calculation errors and so are ripe for compromise.

One of the things you might compromise on, apart from the settlement payment, are clearer royalty calculation terms going forward. But watch out for re-grant language in the settlement agreement . . . or an offer to terminate the existing contract and replace it with a "new" publishing agreement. Agreeing to either of these terms would push back your opportunity to take advantage of the final event that presents an opportunity for renegotiation.

Termination rights mature

US copyright law went through a fundamental overhaul in 1978. Prior to that, we had a two-term system of copyright protection — there was an initial term of 28 years, followed by an optional second 28-year term. The thinking was that creators might transfer away their first-term rights at a time when they did not fully appreciate the market value of their work, but they would have a second chance when it came time to dispose of the second-term rights. In practice, however, the buyers of these rights were obliging the sellers by contract to transfer rights to both terms at the inception of the deal.

The 1978 overhaul changed all of this. We went to a one-term system of protection and extended that term from 28 years + 28 years to the life of the author plus 50 (now 70) years. Coupled with this new one-term system was the establishment of a nonwaivable statutory right in the author to terminate any grant of rights during a 5-year window that opens 35 years after the grant for grants made in 1978 or later (or 56 years after the copyright was secured for pre-1978 works). These are called, respectively, Section 203 Termination Rights and Section 304 Termination Rights.

If you are the author of a work that first published in the middle 1980's or, alternatively, in the middle 1960's, you may have an opportunity to claw back rights that you granted all those years ago simply by serving on your publisher a notice of your intent to do so. Doing this would have the effect of freezing the

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Collaborating across differences: *Building writing relationships with co-author agreements*

continued from page 1

Having a conversation with new collaborators or a "resetting" conversation with long-time writing colleagues about how you wish to interact can provide key insights into the range of differences, preferences, and the priorities each of you bring to the project. Non-binding community agreements can be crucial in opening a space for writers who come together from a diversity of backgrounds or in an asymmetric (or non-peer) relationship where collaborators may hold a range of junior or senior statuses.

A collaborators' agreement at its best will be both aspirational and actionable. It can be designed with an eye to addressing two questions:

1) What guidelines will make our meetings and conversations (including email or digital correspondence) most productive in terms of mutual trust and respect?

2) What actions or behaviors will support our collaboration?

These questions are relational and norming, not legally binding. By asking colleagues these questions and listening to each partner or group member's response, collaborators have an opportunity to get to know each other more fully, to hear the needs of individuals, and to clarify how writers might reach out or reach across divides if conversations get tricky.

My program developed a "Community Writing Guide" with guidance from our office of diversity and inclusion that serves as a starting place for our workshops, retreats, and writing group conversations. It is a living document, which means that we can edit, add to, or subtract from it as writers express their needs for creating an environment of mutual trust and respect. Currently, it reads:

- Be present, honest, and authentic.
- Listen actively and with respect.
- Share speaking time (avoid dominating).
- Encourage others as participants.
- Be open to and considerate of other perspectives.
- If uncertain, ask clarifying questions.
- If challenged, respond with grace.
- After our time together, share only what is yours to share.

These words and sentiments are well-known and used among those who work and advise in diversity and equity fields. This list was generated as a starter among colleagues and influenced by materials from our Faculty Institute for Inclusive Excellence and The National Equity Project.

The phrasing of this particular community agreement distils aspirations into actions. It enables us to answer the question about "What makes our meetings and conversations a gathering site informed by mutual trust and respect" by stating that writers feel that they can be available to one another, that writers feel they can be honest with one another, and that writers feel they can be "real" about what they know and need from one another. In short, they can be "Be present, honest, and authentic."

When we discuss our agreement to "Be open to and considerate of other perspectives," I encourage groups to go broad when acknowledging the differences we might share together in our gathering. We acknowledge our social, cultural, and professional differences, which often include identity categories shaped by race, ethnicity, nationality, sexuality, gender, age, discipline, rank and/or job title. Clarifying an openness to and valuing of differences is crucial to creating a trusting relationship, particularly when working across divergent or asymmetric relationships, particularly between senior and junior contributors.

I have found exploring other community or group agreements and using starter phrases beneficial in opening "agreements" up in conversation with each new group. I have even used them in campus committee meetings and regional symposia to great effect. I recommend starting a collaborators' meeting with a quick check in and discussion. These conversations are designed to be inclusive, generative, and relationally norming, so that all members of the collaboration feel they belong, know their contributions are valued, and can contribute from their best writing selves.

Community agreement conversations need not take up much time in a meeting. Setting aside 5-10 minutes at the beginning of meetings is adequate—expect to spend more time earlier in the relationship, but less later as the check-ins on the agreement become just part of your coming together.

While such "meta" conversations about your writing relationship may seem awkward or bring up feelings of self-consciousness, just remember that such feelings will pass momentarily and that the overall results will be smoother and richer collaborations.

Returning to my colleagues' discomfort in devising and signing a co-author agreement because they felt "litigious" or in other words "untrusting," I know that backing up a bit and starting our collaborative writing conversations with self-aware, non-binding conversations about trust will help smooth the way to "trusting" conversations about the legally-binding documents of co-authorship. ■

Kristina Quynn is the founding director of CSU Writes, a professional research writing facilitation program at Colorado State University. Trained as a literary scholar, her research and publications have focused on contemporary experimental literature and performative criticism and can be found in publications ranging from the *Chronicle of Higher Ed* to *Genre: Forms of Discourse and Culture*. She is co-editor of the essay collection *Reading and Writing Experimental Texts* (Palgrave). Her current research and publications focus on academic writing productivity and sustainable writing practices for researchers.

Finding time to write (Part 2)

Feedback on student work: a sinkhole or an opportunity

By Dannelle D. Stevens

Students expect and need feedback on their work. The basic goal of feedback is to enhance student learning. An anomaly of feedback is that more is not necessarily better. Research tells us that students may not even read your copious feedback (sigh) and may not understand what to do with statements like, "cite more references" or "this is confusing". However, giving a judicious amount of feedback in a timely manner will make a difference in student learning. The purpose of this article is to describe how to refine, clarify, streamline, and improve your feedback practices with an eye toward spending less time on the task.

What is feedback?

In university and college settings, feedback is a written or oral response to student work. Feedback is divided into two categories: "formative" and "summative". On the one hand, formative feedback is given on drafts of a paper or project to help students develop skills over time. Formative feedback is like coaching, giving enough feedback to modify performance but not so much to overwhelm the recipient. On the other hand, summative feedback is a final evaluation like a grade for the completion of a manuscript. There is no opportunity to revise or improve the final product. In this article, I will focus on how, where, and when to give formative feedback from two perspectives: managing the time when students can seek feedback, and managing your time when giving feedback. The goal, of course, is to find some time-savers in these practices so you can devote more time to your own writing.

Manage the time when students can seek feedback.

Both office hours and email interactions are important parts of providing feedback to students. In reality the wasted time in these practices is not in the interaction itself; the hidden pockets can be found in your practice of setting up the office hours and reading student emails.

Office hours: Having office hours and talking with individual students are positive practices. Yet, the time it takes to schedule appointments and the length of time any student may need can be endless time gobblers. Here are some suggested practices:

1) Cluster available office hours in a large block or two. Post those blocks of hours in your syllabus. Tell your students that you will fill those blocks first. Exceptions can be made on a limited basis.

2) Use a scheduling app for signups. Having a scheduling app like Youcanbookme.com immediately simplifies scheduling. The scheduling app will also limit the time you spend scheduling the block. I put the appointment app link on the signature of my email and on my syllabus and direct students to it. No more back and forth about when the student and you are both available.

3) Manage your appointments. First, limit the time to say, 15-30 minutes. When the times are in a block, students will see that the next student is waiting. Have a clock visible. After greetings, start the appointment with asking the student directly, "What is your goal for this meeting today?" This helps you understand their needs without making erroneous and time-wasting assumptions. In addition, it places the responsibility on them.

Responding to student emails: Students can inundate you with email questions and concerns. Luckily, there are a couple of practices that can help you be more responsive but not overwhelmed and, once again, save you time.

1) Expect students to use a formatted subject line. Email programs can direct incoming mail into discrete folders. Instruct your students to write the course number and term in the email subject line, like "CI345 Fall 2021". All the email for that class will automatically go into one folder. You can check that folder regularly, but not all day long. If a student forgets, just send the email back to her and have her correct the subject line. If there is an urgent request like the student needs a signature on a scholarship application, tell the student to put URGENT in caps in the subject line along with the course number.

2) Limit the length of emails. Tell students that emails should be no longer than three sentences. Establish the rule that if their email requires you to scroll down, then, their concern may need closer attention and they need to book an appointment.

Manage your time when giving feedback.

To get a handle on managing your time when giving feedback, we need to look at modifying your response practices.

1) Focus and limit your written feedback by using a rubric. The most time-consuming feedback is the line-by-line feedback on student work, as students often repeat the same mistakes. Because criteria for assignments are consistent across student work, you will save yourself a lot of writing time by scoring the work on a rubric. I still may put notes in the manuscript itself, but the rubric keeps me focused on the larger issues. I often have a section of the rubric labeled "writing conventions" where I list editing points like "pages are numbered" or "references use APA formatting". By putting these expectations on the rubric, you alert students to their importance. In addition, if you teach students how to attach the rubric to the last page of the paper, you will not have to print the rubrics, and attach it yourself.

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Your work and international markets *By John Bond*

As a Book Publisher and later a Publishing Consultant, I have heard countless authors speculate on the market for their book outside of the English-language and/or North America. But what is involved with having your work reach Asia, Africa, Europe, and beyond?

Let's first look at some basic terms. Most authors sign a book contract with the idea of having the work published in English in the US. But the majority of publishers secure all rights, worldwide, and in any language or format. Assuming this is the case for you, how can people get your book outside the US and in their native tongue?

Distribution options

First, your publisher may make the English language paper book available through a distribution agreement with a local book distributor or publisher, in let's say, France or Japan or Brazil. They in turn sell it locally. Of course, companies like Amazon, either through a regional version of the website (Amazon Germany) or customers using the US site, could buy your original book and have it shipped to them.

Your publisher might also create an eBook and make it directly available outside the US or through local or regional eBook platforms or resellers. This version would be in English.

Publisher pursued translation

The publisher might also pursue a translated version of the original work (Spanish, Portuguese, Mandarin, Japanese for example). The publisher will start with contacting directly or through an agent, a publisher in that region that specializes in that area of publishing (trade or mass market, medical, legal, etc.). The country counterpart will review the book description, market, sales figures, etc. and then might request a sample print or electronic copy. They then might review (or ask their industry contacts) to determine if it would find a place in that region of the world. If the publisher in that region wants to proceed, they would sign a contract to translate your work into their local language, have it typeset locally, and then publish a paper or eBook in their markets.

The payment for such an arrangement may be a one-time lump sum, a royalty, or both. The publisher would take a cut and the author would receive the balance. The author and the US/English-language publisher may put some conditions on the publication, but by-and-large the regional publisher is in the driver seat since they know the market and the language. The author should receive a copy of the paper book, a proud day for any author. If the author has contacts in that area or will be speaking there, it is vital to let that regional publisher know (via the original publisher).

Expect little in regard to actual payment and royalty, and at most, you will be pleasantly surprised. These payments are usually icing on the cake versus equal to your English-language sales. For many areas, publishing is less affluent at lower price points. And the money is shared between more players.

Finding someone to translate your work

Having a person/colleague volunteer to translate your work is not the normal route to having this happen. You need to have that regional publisher interested in it as a commercial venture. Most times the publisher finds their own translator, one they know the quality of their work. What is helpful is to have a well-known figure in that region write a letter of endorsement for the work and its applicability or interest in that area. These letters will provide powerful persuasion to a publisher to consider translating and publishing your work.

Regional/affiliate offices

A side note, large publishers may have regional/affiliate offices (think Elsevier China) that might independently consider publishing a translated version. It is not a given, but they would go through the same process.

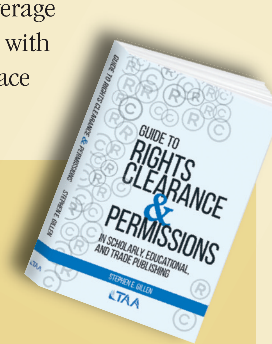
I published a clinical medical book in six editions with impressive sales (and royalties) over a twenty-year period. The book was translated into six different languages during that time. The author was most proud of his work reaching China, Brazil, Germany, South America, and beyond more than his US sales. I hope your work can have a similar global reach. ■

John Bond is a publishing consultant at Riverwinds Consulting, working with individuals on publishing and writing projects. In his career, he has directed the publishing of over 500 book titles and 20,000 journal articles. Contact him at: jbond@riverwindsconsulting.com.

Five chances to reset the terms of your book contract (Part 2) *continued from page 3*

publisher's ability to continue to keep your work current and marketable after the effective date of termination and so avoiding this outcome has great value for the publisher of any work that has survived and thrived for this length of time. How you go about this is a complicated matter and so you will need legal assistance, but taking advantage of this legislatively granted right under US Copyright law will give you maximum leverage in negotiating new and more favorable terms with your publisher – a welcome, if unfamiliar, place to be. ■

Steve Gillen worked for nearly 20 years in publishing prior to entering private practice in the middle 1990's. He is presently Of Counsel at Wood Herron & Evans (a 150+ year-old Cincinnati law firm focused on intellectual property) where he concentrates his practice on publishing, media, and copyright matters. His most recent book is *Guide to Rights Clearance & Permissions,* available at https://bit.ly/3DblpxL. (sgillen@whe-law.com)



All the Right Words

By Michael Spinella

Alas, this column is to announce that our marvelous Director of Institutional Memberships & Meetings, Maureen Foerster, has decided after 12 years with TAA that this is the right time for her to retire and start working on all those home projects, travel adventures, and family gatherings she has been saving up for retirement.

Those of you who have worked with Maureen know that her contributions to TAA are legion and will not readily be replaced (though we will, of course, make every effort to fill the gap!). If you haven't had the pleasure of working with Maureen, you will still likely notice her absence, since her responsibilities for the Annual Conference, *The Academic Author* newsletter, Institutional Memberships, and Workshops touch every member of our organization.

The headline is perhaps more aspirational than literal…How can I adequately say 'farewell' and 'thank you'? Since we are, after all, an organization of authors, I asked current members of the TAA Council, the Conference Committee, and staff – who work most closely with Maureen – to provide me their best words to describe her traits as a colleague. The responses were swift and heartfelt, so I'll let these excellent words convey what Maureen means to TAA. Words in boldfaced larger type appeared multiple times!

Advocate; always calm and collected under stress; always there when I needed something; amazing; beautiful; **creative**; **dedicated**; built strong relationships with members; **detail-oriented**; connected; dependable; **effective**; **energetic**; knowledgeable; **friendly**; "calm, competent, confident caregiver"; encouraging; engaging; enthusiastic; fabulous event-planner; **fabulous**; "fabulous, fun, first-rate friend"; patient; **passionate**; grateful; gratitude; loyal; **positive**; **hard-working**; reliable; helpful; **professional**; humor; innovative; inspiring; intelligent; knowledgeable; great ambassador for TAA; funny; "lovely, likable, leader lady"; **resourceful**; "magnificent, masterful, modest mentor"; **fun**; **upbeat**; one-of-a-kind; organized; "phenomenal, personable, positive person"; no b.s.; **warm(th)**; "remarkable, reliable, resilient realist"; persistence; **kind**; respectful; smart; solution-oriented; **sparkling**; supportive; **caring**; talented; terrific; the best; **joyful**; thoughtful; welcoming; "wise, warm, wonderful woman."

I think that about sizes it up, except to add **THANK YOU MAUREEN!**

Finding time to write *continued from page 5*

2) *"Divide and conquer"*. What would you rather give feedback on, a small stack of twenty-five one-page assignments or a larger stack of twenty-five 15-page assignments? Giving thoughtful feedback on all of those long assignments in a timely manner can be daunting. One way to lighten the load while at the same time improve student work is to "divide and conquer". Divide the larger task into sub-tasks like, for a term paper, assign three introductory paragraphs that end with the purpose of the paper, or an annotated list of the references. What are the advantages of assigning sub-tasks? Students receive feedback on the sub-tasks and can focus on developing those discrete skills. They cannot plagiarize when they are building a paper or project like this over the term. You have less paper to read each week. ■

Dr. Dannelle D. Stevens has authored numerous journal articles and five books. Her most recent book, *Write More, Publish More, Stress Less! Five Key Principles for a Creative and Sustainable Scholarly Practice*, is based on working with national and international faculty on the complex tasks associated with balancing teaching, writing, and publishing.

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Apply by December 31. For information and to apply:

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