CHAIR OF TAA'S COMMITTEE WRITES ON TEXT AUTHORING

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L. Kathy Heilenman, (French, University of Iowa), chair of TAA's committee on text authoring and academic values, has published an article "Text Authoring as Academic Work" in the Spring, 1991, issue of The Department Chair. The article mentions TAA and its committee and discusses the problem of who controls the production and knowledge, the evaluation of text materials as academic work and the reward system in the academic community. The article also named the other members of Heilenman's committee, William Rudolph (mathematics, Iowa State University), Jim Shymanski (science, University of lowa) and Thomas J. Sullivan (sociology, Northern Michigan University).

reopener to be negotiated with each subsequent edition. The relevant clause might read: "The provisions of this Paragraph shall not apply to subsequent editions, if any, of the work, and advances (and/or grants) for future editions shall be separately negotiated between the parties."

Recoupable Advances

Advances are the author's compensation for time and risk in writing a book. They should not be recoupable from the author except as a credit against royalties. This should be spelled out in the agreement. To protect both parties the clause might read:

"So long as a complete manuscript is submitted in a good faith attempt by Author to satisfy the prerequisites of the Agreement, advances shall not be recoupable against Author except as a credit against royalties earned by sale of the work."

Grants

The author should make an effort to have a portion of the prepublication consideration paid in the form of a grant. A grant is consideration in addition to royalties, whereas an advance is merely an early distribution of anticipated royalties credited against the future royalties. Grants can be given for any number of reasons: to cover the cost of required travel, to pay for needed equipment (e.g. a word processor), to compensate the author for the development of ancillaries (photos, art, software package), or to pay for income lost while writing the work.

Be skeptical of provisions that say the publisher will pay the cost of (e.g. art) up to \$30,000 particularly when the number and/or cost of art work is either unknown or under control of the publisher. This is not a grant, but rather just a shifting of the burden of a portion of production costs from publisher to author with a limit on the publisher's portion, but potentially no limit on the author's. I know authors who have authored highly successful texts earning millions of dollars for publishers and very little for the author because of such clauses.

Conclusion

The contract provisions for royalties, advances and grants, perhaps more so than other provisions in the contract, are meant to be negotiated. Substantial advances should be negotiated both to tide the new author through that period when no royalties are being paid, and to commit the publisher to publication of the work. Negotiate break point or sliding scale clauses that allow the publisher to recoup its costs at a relatively low royalty rate, and give the author a larger share of the profits once costs are recouped. With the use of a little negotiating skill and fortitude, you will benefit both yourself and other authors by negotiating a royalty clause that properly compensates your creative efforts.

Frustrations

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expect to use), books are actually much easier to evaluate than research articles. However, time must be allowed to gather such data. When the Department ignores publications after the year of their publication, as my Department does, you deny the book author a fair review.

In late January 1991, the Ad Hoc Committee submitted its three page report to the Faculty Senate Appeals Committee and myself, and I was given five days to respond. To my considerable disappointment, my grievance was denied. They stated that there was "no consensus among faculty interviewed on the weighting of published books for salary consideration...Some [SAEC] members did take the book into account, others didn't, but those who didn't were also the ones who didn't view book writing as particularly important." They would not look at the comparison of my record with that of my close colleague, because they did not feel it was in their "purview to quibble over two excellent records." Since no published reviews of my book were available at the time of the salary evaluations, they believed that "the 'impact' of the book among organic chemists would have been impossible to determine the year it was published." They acknowledged that the lowa State University Faculty Handbook encourages the development of educational materials, such as books, and that such books are the sole property of the owner, but they concluded that "a logical extension of this policy is that because the author claims the royalties from the book, further salary compensation by the author's department is unnecessary," a statement I find particularly offensive. While they acknowledged that the Chemistry Department had no written rules for evaluating faculty for salary purposes, they concluded that "because departments...set salary, the department ultimately decides how book writing will be rewarded. In the case of the DEO of Chemistry and