## WHAT WE CAN DO TO ENCOURAGE TEXTBOOK EXCELLENCE

By John Vivian, TAA Vice President,

Member #1017

Every TAA member shuddered when the scandal broke in Texas about factual errors in textbooks being considered for the state adoption list.

Remember the United States dropping the atomic bomb on Korea? Joseph McCarthy being the famous World War II and Korean war general? Sputnik being the first ICBM and being equipped with a nuclear bomb?

It was hardly a high moment for us in the textbook business.

While nobody in TAA or anyone else can do much to call back those incredible errors, or to quiet the guffaws that were aimed our way, we can take new initiatives to recognize excellence in the text-books and other learning materials and, thereby, to inspire higher levels of quality.

Right now, TAA has a committee developing to recognize excellence among our members. Tentatively,

we're dubbing our "Oscars" the "Texies", although we're open to a better moniker.

Besides recognizing excellence, we see many other advantages in starting the Texies:

- The awards could dramatically increase the visibility of our relatively young organization.
- We could create meaningful opportunities for further member involvement in the association with members doing the judging.
- By limiting entries to TAA members, we could create an additional incentive to join us for 25,000 people who write textbooks but aren't members yet.
- Publishers could find new interest in TAA because of the marketing advantages we create in recognizing books by their authors.
- Entry fees, paid by publishers, could create a needed new stream of revenue for TAA.

• The presentations ceremony could add new excitement to our national convention.

The Texies cannot be accomplished effortlessly. Administering the competition would require a new standing committee on awards and recognitions, and we would need to call on dozens of members to be judges for the various categories of competition.

Even so, I believe we could move quickly to get this up and going on a limited scale for the New Orleans convention: a trial run.

What are your ideas? I would appreciate knowing what opportunities you see in such an undertaking--and also the pitfalls.

Please call or write me so I can share your thoughts with the committee that is working on this. My telephone at Winona State is (507) 457-5231 and at home (608) 687-3104. My address: 12 North Main Street, Fountain City, Wisconsin 54629-0336.

We also are eager for your ideas on other ways that TAA could encourage further excellence in textbooks.

Let me hear from you.

render the one-sided standard contracts more even-handed. The professional negotiator also can act as a "buffer," taking the firm position with the publisher the author might fear to take by reason of "damaging" their relationship.

Selection of a qualified attorney or agent to represent your interests in negotiation is an important decision. As you are likely aware, you can receive objective recommendations from your trade association (e.g. the TAA, the Authors Guild) and from your fellow authors who have used professional negotiators in the past.

## Beware The Inevitable Call From The Wounded Editor

While many publishers are becoming accustomed to textbook authors using professional negotiators, there are still a number of publishers who may try to convince you shouldn't be using a lawyer. Some of the approaches the editor may use are as follows:

Editor: Mr. Lennie has made outrageous demands...not negotiating in good faith...you're wasting so much money...be reasonable and sign...don't worry about electronic rights, there will always be books...or get another attorney...I'll raise the advance from \$500 to \$1000...yours is a different type of book and we don't pay 15% royalty on this type of book."

To this you should simply respond:

Author: I've hired Mr. Lennie to negotiate the contract on my behalf so I can concentrate my energies on "our" book. I have confidence in him as my attorney just as I have confidence in you as my editor. I'm sure the two of you will work out a contract that protects us both.

If the editor persists along these lines, you might try the following:

Author: Did you draw up the contract you sent me, Laura?

Editor: Well, I put in the number of pages and illustrations, and filled in the deadlines for first and final manuscript.

Author: Yes, but did you draw up the contract language?

Editor: Well no, not really.

Author: Who drew up the contract language?

Editor: I suppose the publisher's lawyers did that.

Author: So let me see if I have this right. It's outrageous, unreason-

continued on page 6