THE FUTURE OF COLLEGE TEXTBOOKS

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As students return to campuses across the nation, the cry rises once again against costly text-books. But this year, protests have given way to action as parents struggle with rising tuition in a sagging economy.

Students are refusing to buy. They're sharing with friends, reading in the library, photocopying books and returning them, or renting books from a few stores. In response to these actions, publishers have begun printing "no-frills" textbooks. But in an age of color television, these black-and-white versions hold little appeal.

Publishers contribute to the high cost of textbooks by printing new, more expensive editions of textbooks every two or three years. In

addition, publishers are printing more study guides and workbooks which are packaged together with textbooks, adding substantially to students' costs.

These factors may give rise to enormous changes in the textbook industry. Still a new concept and controversial with textbook authors, customized textbooks have the potential to be produced quickly and easily with computer technology to lower student costs. And rapid advances in technology may bring nonlinear learning to classrooms across the nation in the form of laser discs. At present, the Apple Macintosh allow students to stroll through the 8 miles of hallways of the Louvre in Paris. To learn about a particular artist or painting, they simply press a key to access the information.

Costly textbooks and disgruntled students are certainly not a new phenomenon. But the technology available to us to explore solutions to the problem in the next decade promises to make textbook publication innovations one of the revolutions of the 1990's. Katherine Farrish, Hartford Courant, Wednesday, September 30, 1992.

don't. THAT'S WHY YOU HIRED ME!

NO MATTER WHAT DO NOT BE LURED INTO A DISCUSSION OF THE TERMS OF THE CONTRACT. YOU WILL INEVITABLY UNDERMINE OUR NEGOTIATING POSITION. POLITELY BUT FIRMLY INSIST THAT ALL DISCUSSIONS CONCERNING THE CONTRACT NEED TO BE BETWEEN THE PUBLISHER AND YOUR ATTORNEY.

It Takes Time and Money

It takes time to negotiate a fair contract. Two months is not unusual. You can speed this process by refusing to be drawn into the contract negotiations by your editor, and by supplying me with requested information (see below). The expense will be dependent upon the hours expended, and I will do all I can to reach a prompt set-

tlement. However, you must insist on a fair Agreement as a basis for an enduring and mutually beneficial relationship with your publisher. Improved terms including terms for royalties and advances, are worth the initial cost.

You Must Be Willing To Walk

The key to any successful negotiation is you must be willing to "walk away." While no one gets everything they ask for out of a negotiation, it is possible to get everything you insist on. We will need to prioritize the modifications we are requesting, and the requests with the highest priority are those provisions for which you are willing to "walk away" from the negotiations if they are not agreed to by the publisher.

At some point we may well need to threaten to cease negotiations if we can't reach agreement on these highest priority demands. That can't be a hollow threat, or you and I will lose all credibility. To be able to negotiate in this effective manner, you must have alternatives as discussed below.

Alternatives: Enhancing Leverage By Creating Demand

There is something to be learned by the dance engaged in by baseball owners and ball players every year. Prior to the advent of "freeagency", baseball players were bound to the club with whom they were under contract even after their contract expired, and were prohibited from testing their market value with other clubs. So long as owners didn't have to worry about competitors paying a player a higher salary or giving better terms they were free to give players a "take it or leave it offer." Owners took advantage of this unfair bargaining position until ball players were successful in gaining "free agency" once their contract expired.

To take another example we are all familiar with, when you buy a new car you should be familiar with what other dealers are willing to do

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able and foolish for me to use an attorney to help negotiate a contract that has been drawn up by your attorneys! (or to paraphrase Shakespeare's famous line "First let's kill all the lawyers except ours.")

What you must remember in this exchange is the editor has you at a disadvantage in any direct negotiation. He or she has a contract drafted by the publisher's attorneys. He or she has house counsel and/or retained counsel available to assist in contract language changes. He or she knows the legal significance of the contract clauses and any modifications that might be negotiated, while you