I. Mission Statement

The professional services programs of the Section of State and Local Government Law exist to further a better understanding of the law related to state and local government. The programs endeavor to provide materials on timely and legally significant subjects in formats appropriate to the subject, at reasonable cost, but also with the objective of generating a return that can be invested in expanding and improving these programs and other section activities.

II. Structure

The Section’s professional services programs consist of (1) the Section Newsletter (2) The Urban Lawyer (3) Continuing Legal Education and (4) Publications.

The Professional Services Coordinating Committee is a standing committee that consists of the Newsletter Editor, the Editor(s) in Chief of The Urban Lawyer, the Continuing Legal Education Director, the Publications Director, and the Communications Director. The committee is chaired by the Communications Director, whose function is to coordinate the Section’s professional services programs to promote their individual and overall effectiveness.

III. Section Newsletter

The Section Newsletter, State & Local Law News, is published quarterly and provides information concerning current developments in the law of interest to Section members, news about the activities of the Section, and other information of professional interest to the members.

The Newsletter Editor is responsible for soliciting and reviewing material for publication, supervising the ABA Publishing staff editor, and assuring that the Newsletter achieves Section goals and standards. All material for inclusion in an issue is submitted to the Editor for review before publication.

Each issue includes a “Chair’s Message,” substantive articles, regular columns, a “Section News” feature, Section meeting and publications promos, and other material as determined by the Editor. Each Section committees contribute one report about its activities for the year to an issue of the newsletter. Committee reports are 250 words in length and each committee is assigned an issue to write for.

Each issue of the newsletter is budgeted for 16 pages. Additional pages for special meeting materials, promotional inserts, or for other reasons can be added before publication upon consultation with the Section staff director and with the approval of the Section Chair.
**State & Local Law News, 2013–14**

April 1, 2013

Production Schedule (based on producing 4, 16-page issues)

**Volume 37, Number 1, Fall 2013**

Law Student Award List.

August 9—deadline for manuscript to editor
August 23—complete manuscript submitted for production
September 20—issue delivered from printer
September 27—e-mail distribution complete
*October 10—hardcopy received by membership

**Fall Section Meeting**, *October 24–27, 2012, Santa Fe, New Mexico*

**Volume 37, Number 2, Winter 2014**

Call for Jefferson Fordham Award Nominations.

November 4—deadline for manuscript to editor
November 18—complete manuscript submitted for production
December 14—issue delivered from printer
December 21—e-mail distribution complete
*December 28—hardcopy received by membership

**ABA Midyear Meeting**, *February 5–11, 2014, Chicago, Illinois*

**Volume 37, Number 3, Spring 2014**

Nominating Committee Announced.

February 12—deadline for manuscript to editor
February 26—complete manuscript submitted for production
March 26—issue delivered from printer
April 3—e-mail distribution complete
*April 10—issue received by membership

**Spring Section Meeting**, *April 24–27, 2014, Asheville, North Carolina*

**Volume 37, Number 4, Summer 2014**

Nominating Committee Report; Jefferson Fordham Award Announcement.

April 24—deadline for manuscript to editor
May 8—complete manuscript submitted for production
June 5—issue delivered from printer
June 12—e-mail distribution complete
*June 19—issue received by membership

**ABA Annual Meeting**, *August 7–12, 2014, Boston, Massachusetts*

*As a basic rule of thumb, the electronic version of the newsletter, as an e-mail with links to the issue pdf file on the newsletter website, is sent to members at the time printing of the hardcopy is completed and should be received immediately. The hardcopy version, sent to members who opt to receive the hardcopy, is mailed standard class mail and can take 10–14 days to reach members.*
IV. The Urban Lawyer

*The Urban Lawyer* is the Section's law review published quarterly in conjunction with the University of Missouri-Kansas City School of Law. It is headed by a faculty Editor(s) in Chief and supported by an *Urban Lawyer* Advisory Board.

1. The *Urban Lawyer* Advisory Board exists to assist the faculty editor(s) of *The Urban Lawyer* in maintaining and building the reputation of the journal. The Advisory Board is responsible for assisting with the development of policies designed to ensure academic freedom, operational efficiency, and fiscal soundness and is to consult with the Section’s Council regarding significant changes in policy.

2. The Advisory Board may also assist the editor by making suggestions for proposed symposia and by assisting the editor, when requested, in obtaining articles. The Advisory Board will review the proposed table of contents of each issue and, where appropriate, provide the editor with comments; however, it will not be the obligation of the Advisory Board to read or comment on the substance of the selected articles. The Advisory Board will serve as the liaison between the editor and the Section’s Council.

3. Advisory Board members are appointed to staggered terms of four years and will be listed in each issue of *The Urban Lawyer*. Members shall be appointed by the Section Chair and include the Director of Communications.

4. The faculty editor, or where the position is shared, one faculty editor, shall attend all council meetings. The student editor shall attend one meeting each year.

5. Emails shall be provided to the Board, at least quarterly, with the proposed table of contents of the upcoming issue, and the inventory of articles submitted (accepted and rejected) for future issues. It is not the purpose of the Advisory Board to read or comment on the substance of individual articles, but rather to review the overall presentation and balance of articles published by *The Urban Lawyer*.

**Publication Guidelines for The Urban Lawyer**

1. All committee reports are due April 15 and will be published in the summer issue of *The Urban Lawyer*.

2. Committee reports should be double-spaced and no longer than 30 pages. Subject matter for the reports should be legal developments that have taken place from January 1 – December 31 of the previous calendar year.

3. Please submit committee reports in Word format to Julie Cheslik (E-mail: cheslikj@umkc.edu) with a copy to Rick Bright (E-mail: rich.bright@americanbar.org). Electronic submissions are preferred.

   Julie Cheslik
   *The Urban Lawyer*
   UMKC School of Law
   5100 Rockhill Road
   Kansas City, MO 64110
   816-235-2547
   Fax: 816-235-5276
   E-mail: cheslikj@umkc.edu

4. Deadlines for submission of articles other than committee reports are as follows:

   Winter – October 1
   Spring – January 15
   Summer – April 15
   Fall – August 15

* Please note that submission by these deadlines will not guarantee publication in these issues. Articles must be approved by the Editorial Board of *The Urban Lawyer*. 
Appendix A

INSTRUCTIONS FOR COMMITTEE REPORTS
OF RECENT DEVELOPMENTS

1. Electronic copies to:
Julie Cheslik
The Urban Lawyer
UMKC School of Law
5100 Rockhill Road
Kansas City, MO 64110
816-235-2547
Fax: 816-235-5276
E-mail: cheslikj@umkc.edu

2. Mail in time to reach The Urban Lawyer by April 16.

3. Submit copy of report in electronic format to the Staff Editor of The Urban Lawyer.

4. Report, double-spaced, inclusive of footnotes, with footnotes on separate pages, keeping in mind that your Committee report must not exceed the page limitation allocated.

5. An in-depth analysis of a few of the most important developments in the field is strongly encouraged and preferred over case-by-case synopses of the entire area within the Committee's subject matter.

6. The reports should carry titles which reflect their content, and not merely be labeled "Individual Rights," "Housing and Urban Development," etc.

7. To facilitate indexing in the Index to Legal Periodicals, the word report should be avoided in the text.

8. Significant contributors to the report should be given credit in a footnote or footnotes. Do not list committee members.

9. The Committee Chair will be deemed the author of each report (and, therefore, indexed as author) unless the student editor-in-chief is advised as to whose name should appear as the author (i.e., this responsibility may be assigned to the Vice Chair, or both may write as co-authors).

10. The report should refrain from reciting "housekeeping" details as to how the Committee members were contacted, how the information gathered was correlated, etc.

11. The report should be footnoted in the same manner as are other articles prepared for publication, and citations should not be ignored or sprinkled through the text.

Typing Format

1. Double-space the manuscript.

2. Triple space footnotes, which should be numbered continuously and follow the manuscript, not appear at the bottom of each page.

3. Use standard 8-1/2" by 11" paper.
Biographical Statement
Include a biographical statement, which lists the present position, educational background and previous relevant experience of the Chair and Vice Chair or other author.

V. Continuing Legal Education
See the Continuing Legal Education policies under a separate heading in the handbook.

VI. The Book Program and the Publications Oversight Board.

Section books are authorized and developed by the Publications Director and the Publications Oversight Board.

1. The Publications Oversight Board shall include seven members; the Publications Director and six section members. The Section Chair should strive to balance the committee with three members of the Council and three non-Council members. The Section Chair and the Communications Director shall serve as ex-officio members.

2. The six section members shall hold three year appointments that will be staggered so that in each year only two new members are appointed. The Publications Director shall serve a one-year term. Other board members may serve an unlimited number of terms, but no more than two consecutive terms.

3. The board shall be chaired by the Publications Director.

4. The board shall meet separately from other communications and professional services functions. It shall meet at least twice a year.

5. The board shall be responsible for the section’s book program, the purpose of which is to educate and foster interest in issues of state and local government law among members of the legal profession and the public generally. The board’s function shall be to seek out, help develop, approve, and monitor the progress of book proposals for publication. In developing and approving ideas for publication, the board shall take into account the interests of section members and marketability.

6. The Publications Oversight Board, in cooperation with the ABA Publishing (Book Publishing division) will formulate its own procedures to govern the following:
   a. Selection of authors.
   b. Negotiations with authors.
   c. Establishment of scope, content and format of books.
   d. Establishment of time frame for production.
   e. Selection and functions of reviewers.
   f. Selection of editors.
   g. Develop a budget for each book
   h. Pricing of each book.
   i. Marketing.

7. Author expenses. All expenses for preparation and delivery of the manuscript are the responsibility of the author(s)/editor(s). If circumstances are such that the author wishes some reimbursement for expenses, a detailed budget must be submitted and approved prior to signing the author contract, as agreement by the Board to reimburse expenses may affect the royalty offered.

8. Complimentary Books to Authors. Except as noted below in 9(f), the author or editor will receive 10 complimentary copies. If a book has two authors or editors, each will receive 7 complimentary copies; if there are three authors or editors, each will receive 5; if there are four authors or editors, each will receive 4. Contributors to a book will receive one complimentary copy.

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1 Such payment would be the exception. Examples of possible reimbursement would be to pay for permission fees to use an article or photo, or to pay a research assistant. By noting these examples, we do not mean to create a presumption in favor of making such payments.
9. Royalty Contracts, Author Expenses and Complimentary Books

a. The Section may pay royalties for books that are written by single or multiple authors, except as noted below. Royalty contract decisions are made on a case-by-case basis, but such contracts should be the exception, not the rule. A royalty contract requires approval of the Executive Committee.

b. Where royalties are to be paid, normally they shall be paid on a net basis. Such a net provision might read as follows: "the royalty will be based on sales of the Work published by the ABA, less returns and bookkeeping adjustments that are necessary to accurately reflect the amount of gross revenues (less returns), not to exceed 10% of net profits (gross revenues less cost of manufacturing, marketing, distribution, and any ABA service charges) on all copies sold, including any copies sold of the entire Work in an electronic format either published or licensed to another party by the ABA." (language taken from the current ABA standard form contract). See http://www.abanet.org/publiced/youth/sia/cartoons/copyrightbooklet.pdf

c. If the Board recommends and the Executive Committee agrees that royalties should be paid on a gross basis, such a provision might read: a royalty "not to exceed 10% of the revenues generated on all books sold including any copies sold of the entire Work in an electronic format either published or licensed to another party by the ABA.") Such agreements should be rare.

d. The standard royalty is 10%. Only in the most exceptional circumstances should the Board and the Executive Committee agree to a higher royalty and shall never agree to a royalty in excess of 15%.

e. The Section will not pay royalties for books in which the written material is produced substantially by ABA committees or those that consist substantially of articles by more than one author that were previously published elsewhere or were prepared for an ABA CLE presentation. In addition, the Section will not pay royalties for books that are edited by single or multiple editors and feature the work of contributors.

f. In a few cases the Section has provided authors with a large number of complimentary books in lieu or in addition to a traditional royalty (we have provided authors 500 books on rare occasion). If there is a request or proposal to exceed the limits set out in paragraph 8 above, it shall be treated as a royalty contract and approved according to the procedure set out above.

10. Rights of First Refusal and Related Matters on Revisions.

a. Paragraph 10 of the current ABA standard contract provides that "the Author will revise the first and subsequent editions of the Work at the request of the ABA and will supply any new matter necessary from time to time to keep the Work up-to-date." The obligatory phrasing of Paragraph 10 has caused concern among Board members and some prospective authors. Whether worded in an obligatory or permissive manner, it is Section policy to give an author the right to revise a book. The important question is the consequent of an author declining a request to revise. In negotiating with an author and the ABA Copyrights and Contracts office, the following considerations should guide the Board.

1. The current ABA standard contract allows the ABA to use an author’s name even though he or she declines to do or participate in a revision. If such an author desires to have the right to take his or her name off a revision, the Board shall agree to such request. (Suggested language: "It is understood that if such revision is not made by the Author, the ABA, at the Author’s request, will remove the author’s name from the revision. Otherwise, the revision will include the reviser’s name, in addition to the name of the Author, on the cover an/or the title page of the subsequent edition.")

2. The current ABA standard contract does not say what happens regarding royalty payment on a revision. That issue should be addressed. Inasmuch as the initial revision will likely contain much of the original author’s work product, it is Section policy that an author or an author’s estate is entitled to share in royalties of the first supplement or revision of a book. (Suggested language: “If the Author exercises the
option not to revise, then the Author, or Author’s estate, will share in author compensation earned by the first new edition that is prepared by the new author or author to the extent of one-half (1/2) of the share of compensation received for authorship of the edition herein contracted for. On second and subsequent editions that are prepared by a new author or authors, Author hereby agrees that Author and Author’s estate will not share in compensation. The ABA shall have all of the rights in connection with a subsequent editions that is entitled to in the original Work."

Note: the Office of Copyrights and Contracts has form contracts that are the starting point for negotiations with prospective authors. An online booklet contains these forms. http://www.abanet.org/publiced/youth/sia/cartoons/copyrightbooklet.pdf
The Associate Executive Director of the ABA must sign a book contract.

VII. Audience for Section of State and Local Government Professional Services Programs.

1. All lawyers in any type of municipal practice
   a. Small city attorneys: private practitioners who work part-time for one or more municipalities
   b. Full-time city and county attorneys
   c. "Contract" attorneys
2. Attorneys General
3. Federal agency attorneys
4. State and local agency attorneys
5. Officials of units of governmental agencies served
   a. Mayors
   b. Council - Commission members
   c. County Executives and Commissions
   d. Administrative Officers/Managers/Department Head
6. Auditors/Accountants/Financial Managers
7. Procurement officers
8. Bond counsel
9. Planners
10. Engineers and public works superintendents
11. Airport managers and boards
12. Public utility agencies and boards
13. Personnel managers and boards
14. Private sector attorneys who represent or practice before public bodies
   a. Developers
   b. Realtors
   c. Financial institutions officials
   d. Providers of public services
   e. Insurers
15. Plaintiffs’ attorneys who sue public bodies
16. Accounting firms
17. Underwriters
18. Health care administrators and lawyers
19. Eminent domain lawyers
20. Law professors
21. School boards and school board attorneys
22. Insurance attorneys
23. Risk managers
24. Public housing officials
25. Cultural affairs officers and boards
26. Zoo managers and boards
27. Transit authorities and attorneys
28. Highway attorneys
29. "Grant Law" officials and attorneys
30. State and local bar associations
31. Related organizations
a. Urban Land Institute  
b. American Planning Association  
c. National Association of Homebuilders  
d. American Land Developers Association  
e. National Association of School Board Attorneys  
f. Municipal Financial Affairs Association  
g. International Municipal Lawyers Association  
h. National Public Employer Labor Relations Assoc.  
i. Center for American and International Law (formerly Southwest Legal Foundation)  
j. State bar Public Advocacy, Education or Municipal Law Sections  
k. National Association of Bond Lawyers  
l. The Public Securities Association  
m. National Association of Attorneys General (NAAG)  
n. National Association of Counties (NACO)  
o. National League of Cities and State Municipal Leagues  
q. Professional Standards Review Organization (PRSO's)  
r. The Conservation Foundation  
s. The National Trust for Historic Preservation  
t. National Association of Purchasing Agents  
u. American Association of State Transportation Officers  
v. Airport Operating Council International  
w. Others related to subject

32. Other ABA Sections or portions thereof:
   a. Antitrust
   b. Real Property: Land Use; Land Sales Committee, and Condemnation
   c. Public Contractors
   d. Taxation
   e. Labor
   f. Litigation: Land Use and Eminent Domain Committees
   g. Administrative Law
   h. Corporation and Banking
   i. Others related to subject

33. Students: High school, college and law students: Books of general interest on public practice

VIII. ABA APPROVAL AND CONTRACT

1. The ABA Standing Committee on Publishing Oversight must approve all publications and media not intended for limited, internal use.

2. All publications and other media must conform to the ABA Publications Policy.

3. All authors must sign a standard ABA publication agreement prior to publication.

4. The Publications Director must sign and submit the Standing Committee Single Title Application to the ABA’s Copyrights & Contracts Department, which will forward the application to the Standing Committee.

IX. ABA PUBLICATIONS POLICY

The American Bar Association’s primary contact with its members -- and an important contact with the public -- is through its publications. These publications constitute a record of the Association’s continuing activities and aspirations.

Sections committees and other Association entities are urged to consider the role that publications may play in furthering their respective objectives since communication through the printed work is the most effective means of reaching members of the Association and other lawyers and may be the principal indicia of the membership relation.
Because of the interest and increasing competition for the time and attention of lawyers and the general public, each publication must be an effective instrument of communication, using modern graphics and skilled writing and edition to reinforce the contemporary image of the Association.

A. PUBLICATION APPROVAL

While publications can be of enormous value in the total program of the Association and its entities, the cost of publishing is a major component of total Association/Section expenses. Therefore, publishing resources must be used as effectively and efficiently as possible. To achieve this objective, the Standing Committee on Publishing Oversight (SCOPO) has been delegated the responsibility of approving Association publications.

The approval of the Standing Committee to publish is not required for the publication of any matter intended for limited internal use, or for the American Bar Association Journal. New approval is not required for the reprinting of material previously approved, but approval is required for the publication of a substantive revision of such material or under terms and conditions not substantially identical with the previous approval. Approval is also not required for material that is intended solely for distribution at continuing education programs and meetings. Approval is required for all other publications.

1. Criteria for Approval

The Standing Committee will approve the application for publication if it determines that there is a need for the proposed publication, that it will be of high quality, that sufficient funds have been allocated for the publication, and that the publishing entity will exert appropriate editorial control. With respect to proposed periodicals, the Standing Committee will also determine that there is substantial probability that these standards will be met with respect to future issues.

With respect to proposed publications of Fund for Public Education projects, as approved by the Board of Governors, where publishing is to be paid for by grant funds, and the ABA is bound to publish under the grant agreement, an application must be submitted, but approval will not be withheld.

If a publishing entity seeks approval for publication by an outside publisher and the requirements of application have been met, the Standing Committee will generally grant such approval unless it believes it is not in the interest of the Association to do so in the specific circumstances.

If the Standing Committee denies approval of an application, a sponsor may seek a review by the Board of Governors.

2. Application Procedures

With respect to each proposed publication, a publishing entity must apply in the planning stages through the ABA Press to the Standing Committee on Publishing Oversight for approval to publish. The application will be made on a form supplied by the Standing Committee and will be signed by the Chair of the parent entity of the publishing unit. Where practical, the application should be accompanied by an outline of the proposed content.

3. Approval of Periodicals

If the publication of a periodical is approved, subsequent issues need not be submitted for approval except as defined in Section C below. In granting approval for a periodical, the Standing Committee may set any limit upon its approval, including the length of the approval period. If it does not, the duration of approval is five years. When the approval duration expires, or at any earlier time the Standing Committee deems it necessary, the publishing entity must reapply for approval in a manner designated by the Standing Committee. (For periodicals published prior to July 1, 1982, the
five year duration of approval is deemed to have begun on July 1, 1982).

**B. EDITORIAL POLICY**

Publishing entities retain the ultimate responsibility for setting editorial policy. Each publishing entity should have a suitable structure to review and advise on the overall editorial approach and desired objectives of its publications and to evaluate their effectiveness. The role of the editor of each publication should be defined carefully, and editors, where possible, should be selected on the basis of their interest, journalistic ability, and the amount of time they are willing to contribute.

From time to time, each publishing entity shall review, and upon the option of the Standing Committee must review, its regularly scheduled publications for quality and effectiveness and report its findings to the Standing Committee. In turn, the Committee may submit its own critique to the publishing entity.

An editorial policy statement should be developed for each periodical and should be published from time to time. It should state clearly the purpose of the publication, its goals, philosophies, and editorial approach.

Each publication must include a disclaimer to the effect that the opinions stated herein are not necessarily those of the American Bar Association or the publishing entity. Each publishing entity is encouraged to give full identification to authors in order to establish their qualifications as well as to reveal potential conflict of interest. Each publishing entity shall decide whether to publish articles expressing unpopular opinions or encouraging controversy.

All publications shall be identified as originating within the ABA. Publications shall bear on the cover or the title page the name of the Association and, where practical, its logotype, as well as the name of the publishing entity except where publications have been licensed to outside publishers and special restrictions may apply.

**C. COPYRIGHT OF ABA PUBLICATIONS AND AGREEMENTS WITH OUTSIDE PUBLISHERS**

1. All ABA publications must include an appropriate copyright notice, regardless of whether the publication is sold, provided gratis, or has limited distribution. If the copyright notice is in the name of the Association (whether solely or jointly with another person or non-ABA entity), then it must be in the name of the American Bar Association itself and not together with or in the name of any subdivision of the ABA.

2. Permission grants and other licenses for limited, nonexclusive use of the ABA’s copyrighted material will be handled solely by the Copyrights & Contracts Department in accordance with the Section Officers Conference’s permissions policy guidelines.

3. ABA Publishing shall secure in writing a grant of copyright rights from the authors, editors and contributors of all substantive material to be included in print and non-print ABA publications. Such publishing agreements must be signed by the author or contributor and must include the person’s warranty that use of the material is original, that its publication will not infringe on the rights of others and that the author or contributor has the right to enter into the agreement. Materials may not be published in electronic form unless a specific grant of electronic reproduction appears in the author’s agreement.

4. ABA Publishing shall obtain written permission from the copyright proprietor to reproduce and distribute material that has been previously published and is subject to copyright protection, unless the ABA’s use of the material is limited and may be considered “fair use,” as set forth in section 107 of the 1976 Copyright Act.

5. Generally it is in the best interest of the Association to publish its own work. If, however, circumstances in a particular case make it more desirable to license with another publisher to produce new material or reproduce current material in new editions, the Section should obtain approval to do so from the Standing Committee on Publishing Oversight.

6. The Standing Committee may grant approval for licensing the publication of material by a publisher other than the ABA if the publication is otherwise approved for publication and it is in the interest of the Association to do so. The application for approval by the Standing Committee should include adequate justification for the decision to license the material to another publisher. The Copyrights & Contracts Department is responsible for drafting or reviewing agreements concerning the licensing of ABA materials to third parties. It is advisable to consult with the Copyrights & Contracts Department prior to entering
into negotiations with any third party, to ensure that all proposed agreements comply with ABA publishing policies.

7. Any contract for publication by a publisher other than the ABA shall conform generally to the following requirements: (a) the agreement with the publisher must be in writing, and has been approved by the General Counsel of the Association; (b) the ABA, as distinct from its subdivisions, will be the contracting party and the contract will be signed pursuant to the general policy of the Association which requires signature by the staff member to whom authority has been delegated by the Board of Governors; (c) the ABA will retain full copyrights from the contributors and will license only some of those rights unless the Standing Committee authorizes the complete assignment of those rights in a specific case; (d) the publisher shall agree to limit the liability of the ABA for damages by virtue of the content of the publication to the proceeds payable to the Association under the contract; (e) the ABA will make no unreasonable undertaking with respect to providing updated or other material for subsequent editions; (f) the ABA as a whole will not be barred from publishing or licensing others to publish material on the same or related subjects whether or not such publishing affects the value of the rights licensed under the contract; (g) the rights licensed under the contract shall not preclude the ABA from using and reproducing the licensed material for its own internal purposes; (h) the use of the ABA logo shall not be permitted in the material which is the subject of the contract and the ABA name shall not be used in connection with any advertising or promotional efforts unless its use has been specifically approved by the American Bar Association; (i) the net receipts to the ABA under a contract shall be credited appropriately to the publishing entity; and (j) the contract shall contain no provision inconsistent with any other ABA policy.

D. ABA PUBLISHING

ABA Publishing has been authorized to be the publishing arm of the Association and its components. It provides a full range of cost effective, professional services: editing, illustration, design, photographic services; the creation, planning and marketing of books and periodicals; the development of publishing budgets; the solicitation of advertising; and the negotiation of publishing arrangements with outside commercial publishers. In addition, ABA Publishing offers publishing units a wide gamut of production services: cost estimates of publications, schedules, typesetting, color separations and the purchase of high-quality low-cost printing.

Publications are coordinated by and processed through ABA Publishing, which works directly with the publishing structure of components in providing professional counseling and editorial, production, advertising and distribution services to assist them in developing their publications programs. The publishing unit shall pay for services provided by ABA Publishing. By special agreement, the ABA Press may be delegated editorial responsibility by a publishing unit.

ABA Publishing is responsible for appearance, mechanics of reproduction, printing contracts and scheduling, and acting within the editorial policy and cost guidelines set by the publishing unit. ABA Publishing is also responsible for such technical matters as: choice of paper stock, typeface and method of printing.

Consultation with ABA Publishing on new publications should take place before a final decision to publish is made, before the material to be published is in existence, and before approval to publish is sought from the Standing Committee on Publishing Oversight.

E. ABA PACKAGE PLAN

In order to ensure that libraries and other professional organizations can maintain as complete a collection of ABA publications as possible, the ABA will make available to libraries and other approved subscribers all or desired combinations of ABA publications through unified discounted purchases in a program hereinafter referred to as the Package Plan.

Oversight and direction of the Package Plan is delegated by the Board of Governors to the Standing Committee on Publishing Oversight.

The ABA Press shall administer the Package Plan.

1. Eligibility for Package Plan Subscriptions
A. Paid. Libraries in the following categories shall be eligible to become paid subscribers of the Package Plan: Law school, colleges and university libraries; court libraries; libraries in non-legal organizations and corporations' bar association libraries; libraries of law firms having a librarian and constituted of 25 or more lawyers; libraries having a librarian, a principal function of which is to provide library facilities for members of the bar; public and municipal libraries, and any other Publishing Oversight.

B. Free. Free subscriptions shall be awarded to institutions specified by the Board of Governors.

2. Package Plan Subscriptions

A. The Standing Committee on Publishing Oversight shall maintain a Plan offering all ABA publications (with the exception of publications produced by an outside publisher) on a discounted subscription basis. In addition, the Standing Committee may develop more limited alternative subscription plans for smaller libraries or those not having the need for all publications of the Association.

B. The Standing Committee shall annually set the price of all subscriptions adequately to ensure the economic viability of the Plan.

C. The ABA Press shall ensure the appropriate billing and reporting is made to subscribers. The Press shall promote the Plan to eligible subscribers as appropriate.

D. Each publishing entity of the Association shall make available at the time of initial production, an adequate number of copies to ABA Press for distribution to Package Plan subscribers.

E. The publishing entities shall be reimbursed, at a minimum, for the cost of printing the additional copies for Package Plan distribution.

F. ADVERTISING

Any publishing unit of the Association wishing to have paid advertising in any of its publications shall request the ABA Press to develop a plan for advertising solicitation, standards of acceptability, and administration of the program for that publication.

In order to facilitate the advertising program, the arrangements will usually be made with an advertising space representative firm, subject to a written contract between the Association and the firm. The ABA Press shall administer the advertising program. Net revenues produced through advertising shall revert to the individual publishing units to be used only to improve or help finance the cost of the publication carrying the advertising.

The Standing Committee on Publishing Oversight shall oversee the development of advertising support programs, developing, from time to time, such policies and procedures as may be necessary, deciding on the appropriateness of advertising to insure compliance with good taste, and providing other direction and coordination as required.