



COURSE DESIGN WORKSHOP

Note-Taking Guide

Goals

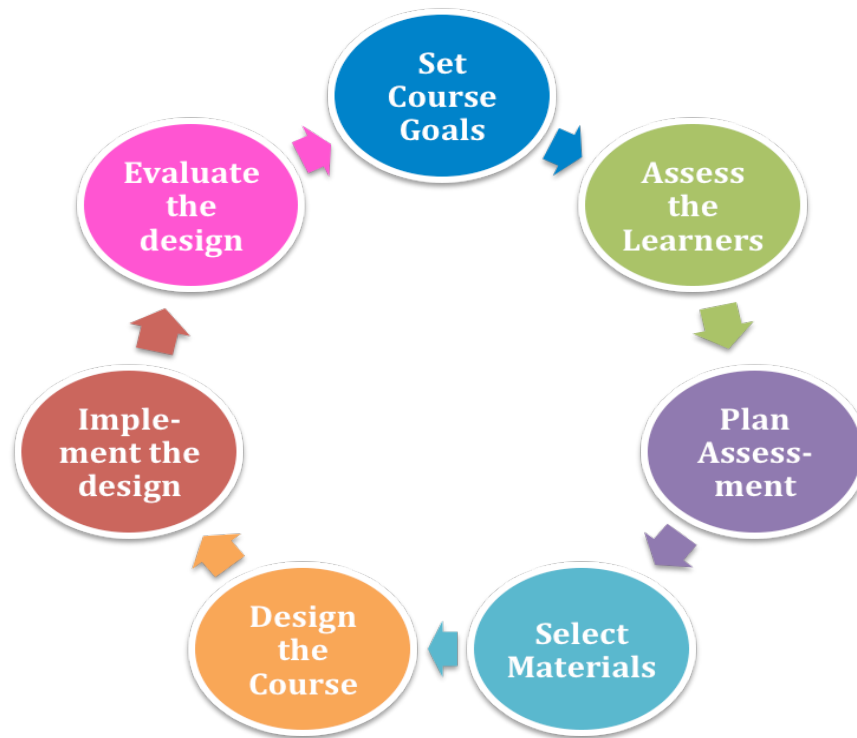
- I. Goals: By the end of the workshop, you will
 - A. Be able to draft learning objectives
 - B. Be able to create an assessment plan
 - C. Be familiar with and able to use grading rubrics
 - D. Be familiar with criteria for choosing course materials
 - E. Be able to create a model syllabus

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Learning Objectives

Role of Learning Objectives



Criteria for Effective Goals/Objectives

- Learner-centered
- Encompassing doctrine, thinking skills, lawyering skills, and professional values
- Clear and measurable

Tips for identifying goals objectives:

- Why is my course in the curriculum?
- What is the difference between what a student can do at the beginning of my course and what the student can at the end of my course?
- What do I expect a student to remember and do six months after the end of the course? A year? Five years?
- Is broad or deep learning more important for my students?

Examples of Course Goals and Objectives

Knowledge/Content Learning Objectives
<p>Contracts</p> <p>Students will be able to articulate and apply, with accuracy, the law that governs:</p> <ol style="list-style-type: none"> 1. Contract formation 2. Defenses to lawsuits for breach of contract 3. Remedies for breach of contract 4. The parol evidence rule 5. Contract interpretation 6. Third party beneficiaries 7. Assignment and delegation
Thinking Skills Learning Objectives
<p>Environmental Law</p> <p>Students will:</p> <ol style="list-style-type: none"> 1. Refine statutory analysis skills by applying these elements of statutory analysis in the context of environmental disputes: standard of review, statutory language, statutory purpose and policy, overall statutory scheme, legislative history, regulations applying the statute, cases interpreting the statute 2. Apply key elements of the Clean Water Act, Clean Air Act, Endangered Species Act, and National Environmental Policy Act to real life problems.

Lawyering Skills Learning Objectives

Contracts

Students will be able to draft effective versions of the following common contract terms: liquidated damages clause, merger clause, express condition, force majeure clause, clause making timely performance an express condition

Civil Procedure

Students will be able to effectively:

- Draft a complaint that complies with the Federal Rules of Civil Procedure and applicable case law
- Draft discovery documents that comply with the Federal Rules of Civil Procedure and applicable case law
- Make an oral argument on a pretrial motion.

Professional Values Learning Objectives

Civil Procedure

Students will:

1. Demonstrate respect for students, staff, and faculty.
2. Develop an attitude of cooperation with students, faculty, lawyers, judges.
3. Identify ethical issues involved in civil dispute resolution.
4. Begin to formulate his or her version of the moral lawyer.
5. Demonstrate honesty, reliability, responsibility, judgment, self-motivation, hard work, and critical self-reflection.

Writing Effective Learning Objectives

Step 1: Begin with: “After this course, students will be able to...”

Step 2: Select an action verb that describes what the students will be able to do: “define” “articulate” “solve” “produce” “design” “organize” “critique”

Step 3: Complete the objective with the appropriate content: The important doctrine, theory, thinking skills, performance skills, values you want every student to learn

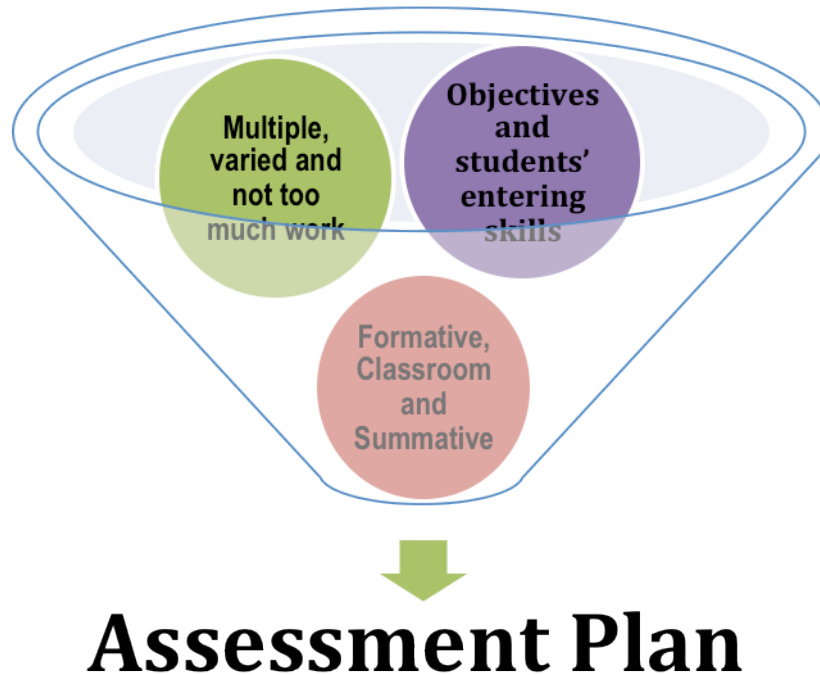
Verbs for Learning Objectives

Knowledge/ Remember	Comprehend/ Understand	Application	Analysis	Evaluation	Create
count	associate	apply	analyze	appraise	combine
define	convert	classify	arrange	assess	compile
describe	Defend	complete	break down	compare	compose
identify	discuss	compute	combine	conclude	create
label	distinguish	demonstrate	design	contrast	derive
list	estimate	discover	detect	criticize	generate
read	explain	divide	develop	critique	integrate
recall	Extend	examine	differentiate	determine	organize
recognize	extrapolate	interpret	discriminate	grade	outline
record	generalize	modify	illustrate	interpret	plan
reproduce	give examples	prepare	relate	judge	propose
select	Infer	produce	select	justify	revise
state	paraphrase	show	separate	measure	transform
write	summarize	solve	use	rank	

Articulate at Least One Learning Objective for a Course You Will Teach
<p>Knowledge</p> <p>Thinking Skill</p> <p>Lawyering Skill</p> <p>Professional Value</p>

Assessment Planning

Process for Creating an Assessment Plan



Factors

- Consider relationship to objectives
- Consider context/ assessment of your students' entering skills
- Include formative assessment (including classroom assessment) and summative assessment (especially re core skills and values)
- Insure variety (i.e., some essay, some multiple choice, some short essay, some practical drafting)
- Avoid overly burdening yourself

Example: Assessment Plan for One-Year Contracts Sequence

Core Objective	Formative Assessments	Summative Assessments
Legal Analysis/ Reasoning	<ul style="list-style-type: none"> • Pass-Fail Essay Quizzes (One Group and Two Individual) • Practice Multiple-Choice Quizzes (5) • In-Class “Clicker Questions” (2-3/class session) • In-Class Practice Hypos (10) • In-Class Law Practice Role Plays (5) • Essay Midterm (K I) • Essay and Multiple-Choice Final (KI) 	<ul style="list-style-type: none"> • Essay Midterm • Essay and Multiple-Choice Final (KI and KII)
Contract Reading	<ul style="list-style-type: none"> • Initial Reading Exercise as a Class • In-Class Daily Discussion of Contract in Text • In-Class Practice with Hypo Contract • Analysis of Self-Selected Contract 	<ul style="list-style-type: none"> • Analysis of Self-Selected Contract • Final Exam Contract Reading Task (KII)
Basic Contract Drafting	Pass-Fail Drafting Exercises (5)	Final Exam Drafting Task (KII)
Reflection and self-assessment	Post-Quiz and Post- Midterm Reflection Exercises	Professional Development Obligation (PDO) (KI)

Task: Create an Assessment Plan for One or Two Core Objectives

Core Objective	Formative Assessments	Summative Assessments

Assessment Plan Evaluation Rubric

Elements	Emerging Competence	Competent	Exemplary
Relationship to objectives	Few or none of the assessments are congruent with objectives	Some but not all assessments are congruent with objectives	All assessments are congruent with objectives
Reflects students' entering skills	Assessments do not reflect students' entering skills	Most assessments are neither too challenging nor too easy	All assessments are neither too challenging nor too easy
Includes formative and summative assessments	Little or no formative assessment	Many objectives are effectively assessed both formatively and summatively	All or nearly all objectives are effectively assessed both formatively and summatively
Has variety of assessments	Inadequate mix of assessments	Reasonable mix of assessments	Wide variety of assessments
Burden on Professor	Professor may or may not live to tell of it	Professor will live to tell but will need more frequent sabbaticals	Reasonable balance between excellence in assessment and life



Selecting Course Materials

Design Sequence

1. Goals and objectives
2. Formative and Summative Assessment
3. Teaching and Learning Methods
4. *Materials*

Purposes of Materials

- Achieve goals/objectives _____
- Guide preparation _____
- Support methods _____
- Facilitate feedback _____

Types of Materials

What materials are appropriate for students before, during, and after your classes?

Selecting and Using Appropriate Materials		
Type of material	How you and students will use the material in your course?	How to make the material interactive?
Readings (books, articles, codes, etc.)		
White boards and flip charts		
Diagrams, flow charts, and tables		
Handouts		
Videos		
Computer projections		
Websites		
Other		



Syllabus Components

1. Course Objectives
2. Teaching Philosophy
3. Teaching Methods (e.g., Socratic, lecture, small group) and Expectations of Students (e.g., preparation, attendance, computer use, etc.)
4. Assessment and Grading (specify date, types, weight)
5. Required Components
6. Other Basics (texts, office hours, etc.)
7. Schedule of Assignments and Learning Activities (pages and dates)

Syllabus Format

Course Information

Course name
Course details
 Number
 Credits
 Location
 Dates
 Times
Course description

Teacher Information

Name
Contact information
Office hours and appointments

Course Goals**

Knowledge
Thinking skills
Lawyering skills
Professional values

Course Materials**

Required texts
Supplemental material



Electronic resources

Teaching and Learning

Teaching philosophy**

List of teaching/learning methods

-
-
-
-
-
-
-

Assignments and Schedule

Reading assignments

Projects/exams/papers

Assessment**

Formative

Summative

Types

Weight

Grading criteria

Expectations and Course Policies

Teacher's expectations of students

-
-
-

-
-
-

Teacher's expectation of self

-
-
-
-
-
-
-

Advice to Students

How to succeed

Resources to help



Appendices

CLASS POLICIES AND ASSIGNMENTS FOR SCHWARTZ CONTRACTS II CLASS

SEMESTER: Spring 20__

TEXTS

REQUIRED:

Michael Hunter Schwartz and Denise Riebe, *CONTRACTS: A CONTEXT AND PRACTICE CASEBOOK* (2009)

Steven J. Burton, *CONTRACT LAW: SELECTED SOURCE MATERIALS* (most recent edition available)

TEXTS

SUGGESTED:

Marvin A. Chirba, *CONCEPTS AND CASE ANALYSIS IN THE LAW OF CONTRACTS* (most recent edition)

John D. Calamari & Joseph M. Perillo, *CONTRACTS* (most recent edition)

PROFESSOR:

Michael Hunter Schwartz (Phone number: (609) 739-7151, e-mail: mschwartz@pacific.edu)

Expectations. I expect you to:

- have fun (the research on learning shows that students learn more in class when feel like class is fun);
- care as passionately about your learning as I do;
- treat the class as a professional obligation;
- impose high expectations on me, on yourself, and on your peers;
- be respectful to me and your peers;
- discover for yourself why this is the most exciting course in law school!

Course Objectives.

- I. Affective Goals.
 - A. The teacher and students will have an enjoyable and challenging learning experience;
 - B. The students will choose to self-regulate their learning and develop themselves as professionals.
- II. Values. Students will:
 - A. Demonstrate respect for students, staff, and faculty.
 - B. Develop an attitude of cooperation with students, faculty,

- lawyers, and judges.
- C. Understand the multiple roles of a contract lawyer.
 - D. Continue to formulate his or her version of the moral lawyer.
 - E. Demonstrate honesty, reliability, responsibility, judgment, self-motivation, hard work, and critical self-reflection
- III. Skills Goals. Students will:
- A. Given a contract between two or more parties and facts relating to a dispute,
 - 1. Be able to identify the contract law issues raised by the contract and the facts;
 - 2. Be able to develop the arguments reasonable lawyers representing all involved parties would make with respect to those issues;
 - 3. Be able to predict how a court would evaluate those arguments and resolve the dispute.
 - B. Be able to effectively self-regulate their learning in the course.
 - C. Given client instructions and a set of facts, be able to draft effective versions of the following types of contract clauses: an express condition, a liquidated damages clause, a time is of the essence clause, and a merger clause.
- IV. Content Goals. Students will know, with a high degree of accuracy, the rules that govern:
- A. Liquidated damages clauses
 - B. The parol evidence rules
 - C. Contract interpretation
 - D. The creation, effect and occurrence of express conditions
 - E. The creation, effect and occurrence of constructive conditions
 - F. The excuse and discharge of conditions
 - G. Contract performance law under Article II of the UCC
 - H. If time permits:
 - 1. Third party beneficiaries
 - 2. Assignment and delegation



Teaching and Learning Methods: (to be decided as a class)

-
-
-
-
-
-
-

Teaching Philosophy. The only meaningful measure of effective teaching is student learning. If my students learn, my teaching has been successful. If not, I need to find a different way. I regard my students as colleagues, and I take a personal interest in every student I teach. Students respond to high expectations, both in terms of what they must accomplish and in terms of their capabilities. Students learn best when they think, do, write, speak, collaborate, and reflect. If I am doing most of the talking, my students are unlikely to be learning much.

Course Grading:

- **Contract Analysis Exercise—20% of Course Grade:**
 - **Selection of Contract:** On the first day of class, you must bring a contract to class that you wish to study over the course of the semester. Your contract must be at least five pages in length and must be approved by me. *I will deduct 1 point from your score on the essay described below for each day or part of a day your contract is late.*
 - **Essay: On April 12,** you will hand in a three-page paper, double-spaced, 12-point times new roman font in which you analyze the legal effect and/or potential problems with five terms of your contract. *You may hand in a draft of any part of the paper for feedback at any time before April 5.* For your benefit, I will give you evaluative feedback on your work.
- **Contract Drafting Exercises—5% of Course Grade:** Throughout the semester, I will ask you to draft 5 contract terms (each worth 1% of your course grade). If you turn in your work on time and your work reflects a good faith effort and is solely your own work, you will get full credit. **You may not use any supplemental resource (paper or web-based) for these assignments.** For your benefit, however, I will give you



evaluative feedback on your work. Your final exam will include a drafting experience. **(See attached Contract Drafting Rubric.)**

- **Final Exam—65% of Course Grade:** The exam will be closed book and closed notes, but you will be provided with a copy of all relevant UCC sections. You will have four hours to complete your exam. The exam will include essay, short essay and multiple choice questions. It may also include short answer questions.
- **Professionalism—10% of Course Grade:** “Professionalism” means the standard of bearing, conduct, and interaction with others generally expected in the legal profession, including, but not limited to: punctuality, courtesy and respect for others; preparation, honesty, humility, and dedication; providing timely notice of absences, tardiness, and late assignments; responding to emails from the Professor within 24 hours; being open to and generous with feedback; silencing cell phones during class time; using computers and cell phones for only course-related tasks during class time; doing individual work on one’s own and without any form of assistance from anyone; and fairly contributing to group work. **(See attached Professionalism Rubric.)**
- **Assignments:** Attached. *Because my teaching is student-centered and therefore adjusts based on how well the students are learning, it is likely the schedule of assignments will be modified over the course of the semester.*
- **Office Hours, Appointments and E-mail:** My office hours are: Wednesdays, 7-10:30 am, 1-2 pm, and 3:00-4:30 pm. I also make appointments to accommodate students in need of my attention. I always arrive to class several minutes before the scheduled start of class, and I do take questions at such times. I will respond very promptly to any question posed by e-mail (*see my e-mail address* above).
- **Disability Services:** UALR Bowen strives to assure equal access and full participation by persons with disabilities. If you require services because of a disability, please notify the UALR University Disability Services Office. This voluntary self-identification allows the University to prepare any necessary and appropriate support services to facilitate your learning. Please make any such requests at least four weeks prior to the exam to allow adequate time to document and process the request.



Drafting Contracts Syllabus Agreement

DRAFTING CONTRACTS SYLLABUS AGREEMENT, dated January 27, 2014, between Dean Michael Hunter Schwartz, an individual residing in Arkansas, and each student listed in Schedule 1, each of whom is an individual residing in Arkansas.

Background

1. Dean Michael Hunter Schwartz (the “Professor”) is the law professor teaching Drafting Contracts, LAWB 6213-30 (the “Course”), at the University of Arkansas at Little Rock, William H. Bowen School of Law (“Bowen”) for the 2014 Spring term.
2. Each of the students listed in Schedule 1 (collectively “Students” and singularly “a Student”) are enrolled in the Course.
3. Bowen requires every professor to create and distribute a syllabus.
4. Teaching studies indicate that students get more out of classes when they have a say in the design of the course.
5. The Professor believes that a syllabus is, in effect, a contract between a professor and his or her students.
6. The Students have decided to enroll in the Course in order to achieve a better understanding of contract drafting.
7. Consequently, to provide the Students with a say in the design of the Course, to comply with Bowen’s syllabus requirement, and to begin to help the Students develop their contract drafting skills, the Professor and the Students have chosen to state the terms and conditions that govern the Course in this Drafting Contracts Syllabus Agreement.

Accordingly, the Professor and the Students, agree as follows:

Article 1 Definitions

Terms defined in the preamble and background sections above have their assigned meanings, and each of the following terms has the meaning assigned to it.



1. **“Agreement”** means the Drafting Contracts Syllabus Agreement, all Exhibits and Schedules to the Transactional Drafting Syllabus Agreement, the Bowen Student Handbook, which the Professor and the Students incorporate by this reference and which is available at <http://ualr.edu/law/academics/student-handbook/>, and all amendments to the Drafting Contracts Syllabus Agreement, to the Exhibits, and to the Bowen Student Handbook.
2. **“Good Faith Work”** means that the Student has completed or attempted all drafting and other writing assignments in the Drafting Contracts Course Calendar (attached as Exhibit A) prior to the deadline for their completion, brings to each class session of the Course a printed document reflecting the Student’s efforts at completing tasks assigned for that class session (even if the Student regards the efforts as unsuccessful) or emails the Professor a digital copy of the document if the Student cannot attend class, and that the work reflects the Student’s best efforts to meet reasonable expectations of diligence and quality. In this context, a “reasonable expectation” is analogous to that which a legal employer would expect of a lawyer employee.
3. **“Notice”** means any method reasonably calculated to give either the Professor or a Student actual notice. Notice sent in accordance with Article 6, Paragraph 6 is presumptively effective.
4. **“Professionalism”** means the standard of bearing, conduct, and interaction with others generally expected in the legal profession, including, but not limited to: punctuality, courtesy and respect for others; preparation, honesty, humility, and dedication; providing timely notice of absences, tardiness, and late assignments; responding to emails from the Professor within 24 hours; being open to and generous with feedback; silencing cell phones during class time; using computers and cell phones for only course-related tasks during class time; doing individual work on one’s own and without any form of assistance from anyone; and fairly contributing to group work.
5. **“Timely”** in the context of writing assignments, means no later than the start of the class session for which the Drafting Contracts Course Calendar (Exhibit A) states the assignment. In the context of giving Notice, it means as soon as practicable after a Student or the Professor possesses facts necessitating the giving of notice. In the context of giving notice, such notice is presumptively late if sent less than 20 minutes before the start of class; a Student or the Professor may rebut



this presumption by providing evidence that prior notice was not practicable.

Article 2 Covenants of both the Professor and the Students

1. **Timely Arrival.**
 - a. **Arrival Requirement.** The Professor and the Students shall arrive at Room 325 at Bowen at 6:55.
 - b. **Alternative Requirement for Students Who Have a Class Immediately Before Drafting Contracts.** Any Student who has a class immediately before Drafting Contracts may apply to the Professor for an alternative permitted arrival time. The Professor will grant such requests for an alternative arrival time if they are reasonable and made via email and before the start of the third day of class.
 - c. **One-Time Exemptions.** If a Student or the Professor is unable to fulfill this covenant in a particular instance, the Student or the Professor shall provide Timely Notice via electronic mail.
 - d. **Consequences of Violations.** The Professor may weigh any breach of these promises (i.e., Article 2, Paragraph 1, a-c) in calculating the Professionalism component of the Student's grade.
2. **Class Preparation.** The Students and the Professor shall prepare for each class at a level as if each were being judged for job retention. Student preparation shall include reading the reading assignments and completing all writing assignments for each class as reflected in the Drafting Contracts Course Calendar (Exhibit A). Students shall not only read the class materials but be prepared to demonstrate their understanding during class discussion.

Article 3 Covenants of the Professor

1. **Grading.** To calculate Students' grades in the Course, the Professor shall weigh the following four components: a Professionalism Grade, a Good Faith Work Grade, a Fiscal Sponsor Contract Grade, and a Practice Guide Grade, and then add any Extra Credit.
 - a. **Professionalism Grade.** Students' Professionalism shall count for 10% of Students' final grade.
 - b. **Good Faith Work Grade.** Students' Good Faith Work on the daily class assignments and in class activities listed in the Drafting Contracts Course Calendar (Exhibit A) shall count for 15% of Students' final grade.



- c. **Fiscal Sponsor Contract Grade.** Students' drafting of the Fiscal Sponsor Contract shall count for 25% of Students' final grade.
 - d. **Practice Guide Grade.** Students' drafting of the Practice Guide as described in the Requirements for Drafting a Practice Guide attached as Exhibit B shall count for 50% of Students' final grade.
 - e. **Extra Credit.** The Professor may award up to a 0.3 grade point enhancement as extra credit to any Student whose contributions during class sessions and/or other efforts in the Course are consistently extraordinary. The Professor shall decide any such award prior to establishing the curve.
 - f. **Final Grade.** The Professor shall calculate each Student's Final Grade by adding the Student's weighted score on each component and then add any earned "Extra Credit" grade points.
2. **Teaching Techniques.** The Professor shall use a variety of teaching techniques in each class session and, over the course of the semester, shall include all of the following teaching techniques among the techniques he uses: peer grading, drafts and feedback on drafts, lecture, group work, team competitions, multiple-choice questions, in-class writing, and Socratic-style questioning.
3. **Meetings with Students.**
 - a. **Normal Office Hours.** The professor shall hold office hours to meet with students from 4:00 p.m. to 5:30 p.m. on Mondays and Wednesdays.
 - b. **Appointments with Students Outside of Office Hours.** The Professor shall meet with a Student outside the office hours if the Student cannot attend any of the Professor's scheduled office hours.
 - c. **Unavoidable Conflicts with Office Hours or Appointments.** If a conflict arises with his other obligations or if, for any other reason, the Professor needs to miss office hours or a scheduled appointment with a Student, the Professor may cancel or change the office hours or reschedule the appointment by giving Timely Notice of the change to the Student or, where appropriate, all the Students.

- d. **Preparation for Meetings with Students.** If the Professor and a Student have scheduled an appointment and the Professor or the Student has designated a particular document, material, or contract as the subject of the appointment, the Professor shall do whatever is necessary to fully prepare himself to discuss that document, material, or contract.
4. **Modification of Due Dates on Assignments.** The Professor may reasonably modify any assignments or due dates by providing Timely Notice of such changes.
5. **Class Cancellations.**
 - a. **No Cancellation.** The Professor shall not cancel class sessions.
 - b. **Liquidated Damages for Cancelled Classes.** The damages the Students will suffer if the Professor breaches the No Class Cancellation promise are difficult to ascertain because, at this time, the Students and the Professor do not know the timing or the length of the Notice provided regarding any such cancellation or the extent and measure of the lost time and inconvenience the Students will suffer from any such cancellation or rescheduling. Accordingly, as a genuine effort to liquidate the damages and not as a penalty, if the Professor cancels or reschedules a class session, the Professor shall bring baked goods purchased from Community Bakery or baked goods he makes himself to class the next time class meets.
 - c. **Make-Up Classes.** In accordance with law school policy, the Professor will schedule a make-up class for any canceled class session. He shall take attendance at make-up class sessions and count attendance as part of Students' professionalism grades in the Course, but he shall not count absences against Students' maximum number of absences in the course.
6. **Feedback on Assignments.** On all graded assignments other than the Practice Guide Assignment, the Professor shall return the assignments to the Students with constructive feedback no later than seven days after the Students submit the assignment. On the Practice Guide Assignment, the Professor shall return the assignment to the Students with constructive feedback no later than 21 days after the Students submit the assignment. Constructive feedback on a Student's assignment may include edits but shall include comments and suggestions that, in the opinion of the Professor, will improve the

Student's future work or help explain the Student's grade on the assignment. The Professor may return the assignments by personal delivery during class, electronic mail, or placement in the Students' school-provided mailboxes. The Students will determine whether any breach of this covenant by delay is excusable; the Students must make those determinations according to whether a reasonable person would regard the delay as excusable.

7. **Liquidated Damages for Unexcused Delay in the Return of Assignments.** The damages associated with any delay in return of assignments are difficult to ascertain because the parties cannot now know the extent of the inconvenience, emotional distress, and distraction the Students would experience worrying about the missing feedback. Consequently, as liquidated damages and not as a penalty, the Professor shall bring baked goods purchased from Community Bakery or baked goods he makes himself to class the next time class meets.
8. **Covenant re Class Party Subject to Condition.** If the Students hand in all class assignments and use their laptops and cell phones appropriately during class time, the Professor will host a networking party for the Students with a small group of local lawyers who draft contracts for a living.
9. **Publication of Practice Guides.**
 - a. **Publication.** The Professor shall use his best efforts to arrange for the publication of the practice guides contemplated by this Agreement.
 - b. **Editing.** The Professor shall edit the practice guides for consistency and quality and in a manner that preserves the author's intent and the integrity of the practice guides.
 - c. **Revisions.** Within one week of the completion of Spring 2014 final examinations at Bowen, the Professor shall suggest edits and revisions to the Student authors of each of the practice guides that the Professor concludes are necessary for each guide to be of "publishable quality."
 - d. **Deliver of Published Practice Guides.** The Professor shall give one copy of the of each practice guide to each student enrolled in the course of study for the Course.

- e. **Inclusion in Published Class Practice Guide.** The Professor shall include each practice guide in the published class practice guide that he deems satisfactory and for which the Student has addressed all edits and revisions suggested by the Professor in accordance with this article but if and only if the student has completed the edits and revisions within 30 days of the Student's receipt of the suggested edits and revisions.

Article 4 Covenants of the Students

1. **Attendance.** Students shall use their best efforts to attend all class sessions.
 - a. **Maximum Number of Absences, Notice.** A Student may miss up to a maximum of two class sessions of the Course. If a Student fails to provide Timely Notice of any absence, the Professor shall weigh that failure in calculating the Student's Professionalism grade.
 - b. **No Excused Absences.** There are no excused absences in the Course.
 - c. **Absences in Excess of the Maximum.** If a Student misses more than two class sessions, the Professor shall dismiss the Student from the Course.
2. **Completion of Assignments.**
 - a. **Due Dates on Assignments.** The due dates for all assignments are the dates stated in the Drafting Contracts Course Calendar (Exhibit A).
 - b. **Completion.** Students shall bring printed versions of all writing assignments to class no later than the start of class on the specified due date.
 - c. **Submission of Assignments if Absent from Class.** If a Student will be absent for a particular class session, the assignments for that class session are still due at the start of class, but the Student may submit electronic versions by email to the Professor.



d. **Consequences of Missing or Late Submission of Assignments.**

- i. **Rule for Graded Assignments.** If a Student misses a deadline for a graded assignment but submits the assignment within 24 hours of the deadline, the Professor shall reduce the Student's score by 15%. Assignments submitted more than 24 hours after a deadline will receive no credit and will not be graded.
 - ii. **Rule for Ungraded Assignments.** If a Student misses a deadline for an ungraded assignment, the Student will receive no credit for that assignment.
3. **Preparation for Meetings with the Professor.** The Students shall come to office hours and appointments with the Professor adequately prepared to address concerns, questions, or other issues with the class or particular assignments. Among other things, a Student shall bring all the documents and materials needed for the meeting, shall prepare questions in advance of the meeting, and shall avoid asking questions they could have answered for themselves by reading or re-reading the Drafting Contracts Course Calendar (Exhibit A), any other handout given to the Students by the Professor, or Drafting Contracts.
4. **Professionalism.** The Students shall conduct themselves with Professionalism.

Article 5 Representations and Warranties of the Professor

The Professor represents and warrants

1. **Real Business Entity.** Independence, Inc., the client for which the Students will be drafting the Fiscal Sponsor Contract is a real, non-profit entity that provides services and advocacy for people with disabilities.
2. **Authentic Project.** The project for which the Students will be drafting the Fiscal Sponsor Contract is an authentic project contemplated by Independence, Inc.

Article 6 General Provisions

1. **Course Goals.** By the end of this course, the Students should
 - a. be able to draft contracts that add value to transactions for their clients



- b. be able to explain their drafting choices so clients can see the value they have added
 - c. have bolstered their resumes, and
 - d. know the expectations lawyers have of their lawyer employees and choose to act accordingly.
2. **Governing Law.** The Bowen Student Handbook shall govern all matters arising under or related to Drafting Contracts Syllabus Agreement.
3. **Disability Services:** Your success in this class is important to me, and it is the policy and practice of the University of Arkansas at Little Rock to create inclusive learning environments consistent with federal and state law. If you have a documented disability (or need to have a disability documented), and need an accommodation, please contact me privately as soon as possible, so that we can discuss with the Disability Resource Center (DRC) and the Associate Dean for Academic Affairs how to meet your specific needs and the requirements of the course. The DRC offers resources and coordinates reasonable accommodations for students with disabilities. The Associate Dean for Academic Affairs is also available to assist students. Reasonable accommodations are established through an interactive process among you, your instructor(s), the Associate Dean for Academic Affairs, and the DRC. Thus, if you have a disability, please contact me and/or the DRC, at 501-569-3143 (V/TTY) or 501-683-7629 (VP), or the Associate Dean for Academic Affairs at 501-324-9438. For more information, please visit <http://ualr.edu/disability/>.
4. **Dispute Resolution.** The Professor and the Students shall attempt to resolve by mediation all disputes arising out of or related to this Agreement as detailed below.
 - a. **Student-Student Disputes.** The Professor shall mediate any dispute between two or more Students in the Course and arising out or relating to the Course.
 - b. **Student-Professor Disputes.** Professor Lyn Entrikin will mediate any dispute between the professor and one or more Students in the Course and arising out or relating to the Course.
 - c. **Unsuccessful Mediations.** If any dispute addressed by this Article 6, Paragraph 4 cannot be resolved through mediation, either party to the



dispute may invoke the procedures and remedies available under the Bowen Student Handbook.

4. **Notices.**

- a. **Notices by Professor.** The Professor shall provide all notices relating in any way to the Course by email to the Students' email address according to TWEN.
- b. **Notices by Students.** The Students shall provide all notices to the Professor and relating in any way to the Course by email to mhschwartz@ualr.edu. In extraordinary circumstances, a Student may submit a notice to the Professor by text message to 785-764-9706. Text messages and emails shall include the Student's name in the message.

5. **Merger.** This Agreement represents the entire agreement between the Professor and the Students. This Agreement supersedes all past agreements between the Professor and the Students.

6. **No Oral Modifications.** Unless otherwise provided in this Agreement, the Professor and the Students may amend it only by a signed writing.

To evidence the Professor's and the Students' assent to this Agreement, they have executed and delivered it on the date stated in the preamble.

Professor

By: _____
Dean Michael Hunter Schwartz

Students

First-Year Contracts Legal Analysis Rubric

COMPONENTS	APPROACHING	PROFICIENT	EXEMPLARY
ISSUE	<ul style="list-style-type: none"> Misidentifies the issue 	<ul style="list-style-type: none"> Implies correct issue 	<ul style="list-style-type: none"> States correct issue:
RULE	<ul style="list-style-type: none"> Gives incorrect rule OR does not give rule 	<ul style="list-style-type: none"> States correct rule but does so imprecisely 	<ul style="list-style-type: none"> States rule correctly
ANALYSIS			
FACTS			
<i>ACCURACY/ COMPLETENESS</i>	<ul style="list-style-type: none"> Does not identify specific, relevant facts from hypothetical 	<ul style="list-style-type: none"> Identifies <u>some</u> specific facts relevant to analyzing issue 	<ul style="list-style-type: none"> Identifies <u>all</u> specific facts relevant to analyzing issue
	<ul style="list-style-type: none"> Does not quote key contract language relevant to analysis 	<ul style="list-style-type: none"> Quotes <u>some</u> key language relevant to analysis 	<ul style="list-style-type: none"> Quotes <u>all</u> key language relevant to analysis, only if necessary
<i>NUANCES</i>	<ul style="list-style-type: none"> Does not identify contextual facts OR Identifies facts irrelevant to analysis 	<ul style="list-style-type: none"> Identifies <u>some</u> contextual facts that give nuance 	<ul style="list-style-type: none"> Identifies <u>all</u> relevant contextual facts that give nuance
REASONING			
	<ul style="list-style-type: none"> Constructs argument w/out using specific facts 	<ul style="list-style-type: none"> Analyzes specific facts to construct argument for only <u>one</u> side 	<ul style="list-style-type: none"> Analyzes specific facts to construct argument for <u>both</u> sides
	<ul style="list-style-type: none"> Constructs argument w/out quoting key language 	<ul style="list-style-type: none"> Analyzes key language to construct argument for only <u>one</u> side 	<ul style="list-style-type: none"> Analyzes key language to construct argument for <u>both</u> sides
	<ul style="list-style-type: none"> Does not explain issue's impact on larger issues 	<ul style="list-style-type: none"> Draws conclusions about how issue affects larger issues w/in hypothetical 	<ul style="list-style-type: none"> Elaborates on how issue affects larger issues w/in hypothetical
	<ul style="list-style-type: none"> Articulation of thinking process reflects confusion 	<ul style="list-style-type: none"> <u>Incompletely</u> articulates thinking process in applying the rule 	<ul style="list-style-type: none"> <u>Persuasively</u> articulates thinking process in applying the rule t
	<ul style="list-style-type: none"> Does not articulate how contextual facts give nuance 	<ul style="list-style-type: none"> <u>Incompletely</u> articulates how contextual facts give nuance to language 	<ul style="list-style-type: none"> <u>Persuasively</u> articulates how contextual facts give nuance
CONCLUSION	<ul style="list-style-type: none"> Draws no conclusion or wrong conclusion 	<ul style="list-style-type: none"> Draws a plausible conclusion but Fails to adequately justify conclusion 	<ul style="list-style-type: none"> Draws a plausible conclusion Persuasively justifies conclusion

Skill Rubric—Contract Drafting

COMPONENTS	APPROACHING	PROFICIENT	EXEMPLARY
FACTUAL DEVELOPMENT			
<i>IDENTIFICATION OF FACTS</i> _____/5	0-1 point • Writer failed to identify key facts	2-3 points • Writer identified most, but not all, important facts • Writer identified some but not all other relevant facts	4-5 points • Writer identified all important facts • Writer identified all other relevant facts
<i>IDENTIFICATION OF INFO NEEDED</i> _____/10	0-3 point • Writer failed to recognize the need for additional info from client	4-6 points • Writer identified some but not all additional info needed from client	7-10 points • Writer identified all additional info needed from client
LEGAL DEVELOPMENT			
<i>USE OF RELEVANT CONTRACT LAW</i> _____/3	1 point • Writer failed to identify or implement relevant contract law	2 points • Writer identified most of the relevant rules of contract law • Writer correctly implemented most of the relevant rules of contract law	3 points • Writer identified the relevant rules of contract law • Writer correctly implemented the relevant rules of contract law
<i>USE OF OTHER RELEVANT LAW</i> _____/5	0-1 point • Writer failed to identify other (non-contract) relevant principles of law	2-3 points • Writer identified most relevant non-contract law • Writer correctly implemented most of the relevant non-contract law	4-5 points • Writer identified the relevant rules of non-contract law • Writer correctly implemented the relevant rules of non-contract law
SUBSTANTIVE QUALITY			
<i>VALIDITY</i> _____/5	0-1 point • Writer uses language that invalidates contract • Contract is missing necessary elements to establish validity	2-3 points • Contract contains all elements to establish validity of all terms BUT • Writer includes language that could invalidate the contractor certain terms	4-5 points • Writer avoids language that would invalidate contract or certain terms. • Contract contains all necessary elements to establish validity.
<i>PURPOSE</i> _____/15	0-5 points ▪ Contract des not adequately consider and address client’s goals.	6-10 points Contract achieves some benefits for client but does not deliver most or all of client’s priorities	11-15 points Contract achieves most or all of client’s priorities

<i>PREVENTION AND ADDING VALUE</i> ____/10	0-3 points <ul style="list-style-type: none"> ▪ Contract does not adequately consider future problems ▪ Attorney has not demonstrably added value to the transaction 	4-6 points <ul style="list-style-type: none"> ▪ Contract attempts but fails to sufficiently guard against identified future problems OR ▪ Fails to identify all potential future problems ▪ Attorney has added some evident value to transaction 	7-10 points <ul style="list-style-type: none"> ▪ Contract considers and is drafted to address all potential future problems. ▪ Attorney has added significant value to the transaction
DRAFTING CHOICES			
<i>CHOICE AND TECHNICAL DRAFTING ASPECTS OF TYPE OF PROVISION</i> ____/10	0-3 points <ul style="list-style-type: none"> • Student made multiple incorrect choices of the types of provision to accomplish goals 	4-6 points <ul style="list-style-type: none"> • Student mostly chose the right types of provisions and any errors did not have any negative effect client's goals 	7-10 points <ul style="list-style-type: none"> • Student chose the right types of provisions to accomplish the client's goals
COMPOSITIONAL QUALITY			
<i>CLARITY</i> ____/10	0-3 points <ul style="list-style-type: none"> • Use of legalese or terms of art interferes with readability • Ambiguous language opens party(ies) up to undesirable liability 	4-6 points <ul style="list-style-type: none"> • Uses legalese and terms of art but use doesn't interfere with readability 	7-10 points <ul style="list-style-type: none"> • Written in plain language • Avoids ambiguous language
<i>CONSISTENCY</i> ____/10	0-3 points <ul style="list-style-type: none"> • Uses inconsistent terms to refer to parties, places, and objects • Does not use consistent language in drafting similar terms 	4-6 points <ul style="list-style-type: none"> • Uses consistent terms to refer to parties, places, and objects • Does not use consistent language in drafting similar terms 	7-10 points <ul style="list-style-type: none"> • Uses consistent terms to refer to parties, places, and objects • Uses consistent language in drafting similar terms
<i>ACTIVE VOICE</i> ____/5	0-2 points <ul style="list-style-type: none"> • Excessive use of passive voice 	3-4 points <ul style="list-style-type: none"> • Minimal use of passive voice 	5 points <ul style="list-style-type: none"> • Passive voice is used only to achieve a specific purpose
<i>GRAMMAR</i> ____/5	0-2 points <ul style="list-style-type: none"> • Grammar mistakes interfere with readability • Grammar mistakes interfere with purpose of contract 	3-4 points <ul style="list-style-type: none"> • Minimal grammar mistakes and mistakes do not interfere with readability or purpose of contract 	5 points <ul style="list-style-type: none"> • Free from grammar mistakes

<p><i>ORGANIZATION</i></p> <p>____/5</p>	<p style="text-align: center;">0-2 points</p> <ul style="list-style-type: none"> Organizational aspects of contract, including use of white space and subdivisions significantly interfere with clarity and readability 	<p style="text-align: center;">3-4 points</p> <ul style="list-style-type: none"> Organizational aspects of contract, including use of white space and subdivisions make contract less readable but don't interfere with clarity 	<p style="text-align: center;">5 points</p> <ul style="list-style-type: none"> Organizational aspects of contract enhance clarity and readability
<p><i>LABELS</i></p> <p>____/2</p>	<p style="text-align: center;">0 points</p> <ul style="list-style-type: none"> Terms are not adequately labeled. 	<p style="text-align: center;">1 point</p> <ul style="list-style-type: none"> Terms are labeled but, in at least some places, labels are inaccurate or incomplete 	<p style="text-align: center;">2 points</p> <ul style="list-style-type: none"> Terms are overwhelmingly appropriately labeled.

Professionalism Rubric

COMPONENTS	DEVELOPING	PROFICIENT	EXEMPLARY
<i>ON TIME</i> <u> </u> 10	0-3 <ul style="list-style-type: none"> • Late for significant number of class sessions • Notice only sometimes if late or often late notice 	4-6 <ul style="list-style-type: none"> • Late for significant number of class sessions • Timely notice whenever late 	7-10 <ul style="list-style-type: none"> • Late for a minimal number of class sessions • Timely notice whenever late
<i>ATTENDANCE</i> <u> </u> 10	0-3 <ul style="list-style-type: none"> ▪ Misses a significant number of classes OR ▪ Misses some classes and fails to provide notice or turn in assignments due 	4-6 <ul style="list-style-type: none"> ▪ Misses some classes OR ▪ Sometimes fails to provide notice or turn in assignments due 	7-10 <ul style="list-style-type: none"> ▪ Misses few classes and Always provides notice and turns in assignments due
<i>CLASS PREP</i> <u> </u> 20	0-6 <ul style="list-style-type: none"> ▪ Unprepared for multiple class sessions 	7-13 <ul style="list-style-type: none"> ▪ Almost always prepared for class 	14-20 <ul style="list-style-type: none"> ▪ Always prepared for class
<i>ATTITUDE</i> <u> </u> 20	0-6 <ul style="list-style-type: none"> • Has issues of respect for professor or peers, not open to feedback, or otherwise displays a bad attitude 	7-13 <ul style="list-style-type: none"> • Few issues of respect for professor or peers, of not being open to feedback, or of otherwise displaying a bad attitude 	14-20 <ul style="list-style-type: none"> • No issues of respect for professor or peers, of not being open to feedback, or of otherwise displaying a bad attitude
<i>RESPONSIVENESS IN CLASS</i> <u> </u> 10	0-3 <ul style="list-style-type: none"> • Infrequent contributions to class discussions 	4-6 <ul style="list-style-type: none"> • Sometimes contributes to class discussions 	7-10 <ul style="list-style-type: none"> • Frequently contributes to class discussions
<i>RESPONSIVENESS OUTSIDE CLASS</i> <u> </u> 10	0-3 <ul style="list-style-type: none"> • Only sometimes responds promptly to e-mails by professor • Only sometimes addresses requests in e-mails from professor 	4-6 <ul style="list-style-type: none"> • Usually responds promptly to e-mails by professor • Usually addresses requests in e-mails from professor 	7-10 <ul style="list-style-type: none"> • Responds promptly to e-mails from professor • Almost always addresses requests in e-mails from professor
<i>OTHER (ABOVE AND BEYOND ON ASSIGNMENTS, IN CLASS; HELPS COLLEAGUES AND PEERS READILY, ETC.)</i> <u> </u> 20	0-6 <ul style="list-style-type: none"> • Does required minimum 	7-13 <ul style="list-style-type: none"> • Exceeds expectations some of the time and otherwise acts professionally 	14-20 <ul style="list-style-type: none"> • Consistently finds ways to exceed expectations