

Syllabus: Contract Drafting - Fall 2023

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Final exam date: Wed. Dec. 6 from 6:00 to 7:00 p.m. (see [6.4](#))

Updated Tuesday August 15, 2023 17:21 Houston time

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1. Basic information

1.1. Course materials

(Free) course materials: [Notes on Contract Drafting](#), a work-in-progress of mine ("**NCD**"), including an interim draft of annotated contract provisions. **IMPORTANT:** As of this writing (Tuesday August 15, 2023 17:21 Houston time), I'm "almost finished" with a major update, so I strongly suggest that you **not** print out those materials yet; I'll post the revised version when it's finished.

Here is some *optional* supplementary reading — but my online course materials contain everything on which you'll be tested:

- Professor Tina Stark, [Drafting Contracts: Why Lawyers Do What They Do](#) (2d ed. 2013, approx. \$100). Disclosure: Tina is a longtime professional friend and mentor.
- Professor Diana J. Simon, [The \(Not Too Serious\) Grammar, Punctuation & Style Guide to Legal Writing](#) (Caroline Academic Press 2023 [sic], approx. \$30). The link gets you a 10% discount for buying directly from the publisher (which sent me the link and a review copy).
- David Frydlinger, Kate Vitasek, Jim Bergman, and Tim Cummins, [Contracting in the New Economy: Using Relational Contracts to Boost Trust and Collaboration in Strategic Business Relationships](#) (Palgrave Macmillan 2021, approx. \$40). Disclosure: I've known [Tim](#) for many years via [WorldCC](#), [Kate](#) for a shorter time; [Jim](#) is a WorldCC alumnus and a longtime business friend.

1.2. Course objective: Exposure to the tools of the trade

Our primary course objectives and learning outcomes are to give each student an initial, survey-type exposure to the following tools of the contract drafter's and reviewer's trade:

1. Techniques for drafting simple, understandable sentences and paragraphs to cover complex topics;
2. Important legal doctrines, e.g., laws governing interest charges, indemnities, implied warranties, etc.;
3. Crucial business issues that are commonly addressed in contracts;
4. Practicing spotting and fixing language ambiguities that could cause problems down the road;
5. The psychology of likely future readers such as business people, judges, and jurors;
6. Finding and harvesting useful "precedents" (past contracts);
7. Recognizing when to ask the partner or the client — and getting in the habit of *documenting* that you did so.

1.3. **What this course *won't* do**

First: Do NOT assume that we will "cover the material" *in class*.

We have a total of some 35 hours together in class. That's not nearly enough time to do justice to all the material you'll need to be aware of in order to be a competent contract drafter or reviewer. Possibly more than in your other courses, you'll need to be sure to do the reading if you want to get maximum benefit from the course.

As discussed below, the "sage on a stage" lecture approach has been shown to be significantly less effective when it comes to comprehension and retention. For that reason, we will focus much of our class time on trying to make sure you understand and retain as many crucial points as possible.

Second: *This course isn't like a driver's ed class*, where completing the course will make you at least minimally competent to "go out on the road" by yourself. Becoming

a competent contract drafter will take more time and practice than can be provided in a single three-semester-hour course.

Even after you finish this course, you likely will — and should — worry that you don't know what you don't know.

You could think of this course as being **akin to a surgical-tools class in medical school**, where medical students learn the basics of using scalpels, clamps, suture needles, and other surgical tools, and practice using those tools by doing a few simple procedures on an anatomical mannequin. Completing such a class, without more, should not make a student feel "comfortable" doing any kind of surgery on a live person. That's why newly-graduated doctors must still spend years in residencies to learn their trade. Much the same could be true if you were to try drafting a contract for a real client with no other training than this course.

1.4. **Contract *revising* as well as *drafting***

In this course, we will practice good drafting skills — in part — by revising the work of others. This reflects what you're almost certain to see in practice: Contract drafters spend far less time drafting contracts than they do in reviewing and revising others' drafts, whether a given existing draft was prepared by "the other side" or was used in a previous deal.

Even when you're the one who must prepare the first draft, your supervising attorney will almost always tell you to find a previous form of agreement and modify it (and perhaps will suggest one), instead of starting from scratch with a blank screen.

1.5. **Spaced repetition, with (some) jumping around**

Some of the short exercises and quizzes that we do will seem repetitive; they also will seem to jump around from topic to topic. This is a feature, not a bug, because:

- It mirrors what you'll almost certainly see in practice.
- Pedagogically, spaced repetition been shown to be more effective at promoting long-term memory than lecture and repetitive reading; see generally the Wikipedia article at <https://goo.gl/4PRZTy>.

This approach will strike some students as disorganized. Over the years, though, most students seem to have come to appreciate the value of the approach, as mentioned in some of the student comments below.

1.6. **Social proof: Past student comments (good and bad)**

Following the sales-and-marketing principles of (i) using social proof, and (ii) "setting the hook," here are some student comments from UH Law Center course evaluations; from virtual-whiteboard feedback at the end of various past semesters; and from the occasional email from former students:

- "We like the focus on real world application. Is helpful to have a variety of topics covered."
- "We liked *[written questions for small-group discussion in class]*. Makes it less stressful than cold calling and its like the real world to ask for help. Get to benefit from smart teammates! :)"
- *(In response to a feedback survey question, What are you most proud of having achieved in this course?)*
 - "Breaking down a wall of words! Used to be very scary but now is less spooky."
 - "Learning how to spot ambiguous language (I see it everywhere now)."
 - "Learning the implications of how terms can play out in court, and how to draft to avoid confusion in litigation."
 - "I can find ambiguities in everyday life now."
 - "Good review of contracts concepts before bar prep next semester."
 - "I pay closer attention to word choice."
- "One *[four-student]* group member thinks spreading *[sic]* one assignment to mid November would be great. The other three members promptly told this member to leave the room."

- An email from a former student: "My classmate and I won [this year's] contract drafting competition here at UH! We both took your contracts drafting class in Spring [year] and I just wanted to thank you for sharing your knowledge of contract drafting. Your teaching style helped solidify my understanding of contract law, and we wouldn't have won without your class!"
- An email from a student just after a class: "[Y]our tying current events and facebook snafus into the class plan really helps keep things interesting. The 'dead or alive' one today was pure gold!"
- From a former student connecting on LinkedIn: "Hope you're doing well! I took your contracts drafting class about 3 years ago at UHLC, and I have to say it has been one of the most useful courses I took in law school."
- From a student who just finished the final exam: "I thought you might like to know, I started my summer work yesterday, and I am already seeing the applications of the class."
- From a student in an end-of-course evaluation: "I saw what I learned in class be used at my job, so that was great to be able to use what I learned already as a student practicing."
- From an email from a then-current student: "I had the opportunity to redline a software agreement for the company I intern with and the Contracts Lawyer told me I did a very fine job. ... The lawyer asked me how I was so well attuned to the various ways in which the software providers tried to undermine our company's bargaining power. ... I was amazed at how easily I could identify problematic language. ..."
- From a former student: • "I know it has been a few years since I took your course, but I wanted to shoot you a note to let you know – I am in my soon-to-be third year of practicing commercial real estate law in Houston, and I still use the tools and tips from your course daily. All of your homework assignments and class discussions made a huge impact on my writing style as a transactional attorney. ... You also offered so much practical wisdom about the practice of law that we did not receive from our other courses. I can also still hear your voice in my head saying "ATP, Ask the Partner!" when an issue pops up that I am unsure of. ... I recommend your class to every UHLC student I come across who is considering transactional law. ... I hope you continue teaching for awhile, because you were hands down the most influential professor I had in law school."
- "His course is different from the norm and his methods are refreshing. ... Professor

Toedt's approach allows students to figure out the issue on their own but provides students with the tools necessary to reach an answer (which he then explains/corrects)."

- "I like the in class exercises. Very helpful to lock in the concepts. I would recommend more of these types of exercises throughout the class. Amount of reading was reasonable."
- About the pass-fail drafting homework assignments: "Good exercise without the worry of being graded. Gives us an opportunity to have feedback on our contract writing style.; good to get feedback on them in class of what people did well or not so well." "Great exercise and very useful; the pass/fail aspect of it helped take the pressure off so that students can focus more on learning." "The time required for homework was just right. It also allowed us to reinforce what we read through practice." "We liked doing 'group' homework. Gave us an opportunity to reflect."
- About the take-home, untimed, open-everything quizzes: "We liked having the opportunity to learn without the added pressure of having to get it right the first time and no time pressure." "It was a good way to review the material without stressing out." "They are helpful to hone in [*sic; home in*] on what we should know out of all the materials—one of the best ways to learn the material; it would be good to have more quizzes that are timed or one attempt to allow for different grades so that everything doesn't come down to the final." "They were pretty helpful and an effective way to learn the material; it would help catch some of the things we may have missed in the readings."
- About the enhanced-Socratic-method approach: "Definitely facilitated group discussion." "Allowed us to allowed to work together and share ideas." "Makes it less stressful than cold calling and its [*sic; it's*] like the real world to ask for help. Get to benefit from smart teammates!"
- "One of the best classes of my time in law school. Great progressive approach to teaching. I can only hope that UH will adopt Toedt's methodology for other classes."
- "I liked the practical approach of the course – very effective teaching technique by using repetition and in class exercises."
- "You learn piece by piece the process throughout the semester to be able to effectively draft/redline contracts."
- "I really enjoyed your class. At every class, I felt like I were a summer associate

studying under a law partner and the partner (you) would take us to nice, low-key lunches and shared with us a bunch of practice tips through the Tango Terms. I really appreciated all the guidance. I like the formal drafting assignment (employment letter) a lot."

- *[During the pandemic lockdown:]* "The *[Zoom]* breakout rooms work very well."
- "The course was a good survey of practical issues, both business and legal, that arise during contract drafting and negotiations. The textbook was easily accessible online, with class time focused on discussing the reading. The discussion-based class format combined with spaced repetition and the homework quizzes helped make the material more concrete. I thought the short-answer questions were a good addition to the quizzes, but I think more practice drafting exercises such as the offer letter would be more effective in providing hands-on learning. Compared to other courses, the reading and homework were relatively light, so Prof. Toedt could cover more material if he wanted to without overloading students."
- "I love the breakout rooms, the Google white board, and Canvas for quizzes."
(Capitalization corrected.)
- "The course translated well to a virtual format *[during the pandemic lockdown]*, with breakout rooms substituting for in-class group activities. Using Canvas for online homework/quizzes also worked well."
- "I love this course. I learned a lot of real-life contract drafting experiences."
- "Professor Toedt's class was fantastic. I thoroughly enjoyed the content/delivery, and I learned more real world applicable information in this class than I have in most others. Having this class over Zoom *[during the pandemic lockdown]* was not ideal, but he made the most of it and kept the collaborative elements of the course intact. He clearly has a wealth of knowledge and experience."
- "The course is very practical and a good refresher for drafting rules and key negotiations tactics, applicable in any area of practice of law. Prof. Toedt's approach in utilizing his own written terms form (Tango Terms) makes the learning easier as we learn practically 'from the horse's mouth.' I enjoyed his repetition style that allowed internalizing concepts, and the periodic quizzes that helped foster needed reviews and flashback to further the learning process. Great class, remarkable style, and awesome instructor!"
- "I've taken many courses at UH Law School, and I must say that this course was

taught in the most 'real-world application' style in comparison to my previous courses. My experience with courses in the past was shaded by the bombardment of textbook pages and black and white material. What this class did phenomenally was apply the concepts of contract drafting in such a way that if I was to go into practice tomorrow, the tools that I have acquired in this class have made me more than adequately prepared. In light of these comments, I stress that Professor Toedt's emphasis on group collaboration and constant engagement in ensuring that students were learning through mediums of real-world practically made this class an absolute pleasure. He had set up the class in such a way where students were learning through their engagement with each other and with the help of brainstorming and the professors guided assistance learning these concepts didn't simply become 'study and dump' but meaningful and engaging learning. So again, I must say thank you. Thank you for not only taking time to develop the extensive course material but to also genuinely care in the process of teaching and learning that each of the students go through. This has been truly an unforgettable learning experience."

- "Great job! Loved the quizzes. Very helpful class."
- "... really enjoyed the approach to class and quizzes."
- "Love the quizzes! They are really helpful to learn things, and the spaced repetition was excellent. Also they were a good way to test what we knew and where we were in class so we had an idea of how things were going."
- "I liked both the class and instructor and would recommend this course."
- "This was a great class, Professor Toedt's approach to teaching is clear and concise."
- "Professor Toedt is the 'original gangster' (hereafter 'OG') of contract drafting. I'm fortunate to have taken his class. He is incredible. Thanks for your public service."
- "Professor Toedt is remarkable at contract drafting. It is a privilege to take this class with him. He does his job exceptionally well. Very respectful man."
- "Professor Toedt is great at what he does! He really knows his stuff and makes sure you know it too. I really like the approach of having different sections of a contract due as homework every week. This helped me really learn about the different sections and helped me stay on track to writing an entire contract by the end of the semester. All in all, wonderful professor!"

- "Very insightful and practical class. The professor is very effective in conveying the information in a rememberable and engaging fashion. I truly enjoyed this course and will be using what I learned in practice next year. Thank you, Professor Toedt!"

* * *

Not everyone was so enthused; here are some less-positive comments, along with my responses.

- "The classes felt a little haphazard on a weekly basis." (From a different student's review:) "[T]he course is extremely unorganized" DCT RESPONSE: The topics covered in the course are arranged in very rough order of importance (in my experience). And, as noted above, spaced repetition can indeed feel like jumping around, but it's key to the approach of this course.

- "I thought some of the reading assignments were a little long. It just looks daunting and I am not motivated when one section has 20-50 subsections." DCT RESPONSE: Noted — I've redone the reading assignments to indicate more what must be read closely, versus what can be merely looked over or skimmed (so that you'll likely remember that it's there and can look it up if you ever need it in the future).

- "I felt like we spent a ton of time revising contracts and simplifying them, but I'm still not sure that I have a great grasp of all the sections of a contract." (From a different student's review:) "I liked that the class stressed practical knowledge and what to look out for when reviewing contracts but I do not feel like that this has translated into me feeling confident (or even semiconfident) writing or reviewing a contract in real life." DCT RESPONSE: It's normal not to feel confident until you've had a fair amount of real-world experience that didn't blow up on you. Think back to when you first drove a car by yourself: You probably were just a bit nervous, which was entirely appropriate.

- "To me, I think the stress of a contract for a law student is the idea of, if you're assigned to write up a contract from scratch, your thought is, where do I even begin?" DCT RESPONSE: Noted; I'm thinking about how to remedy this with some kind of step-by-step procedure — although as pointed out above, contract drafters almost never start with a clean sheet of paper or a blank computer screen.

- "I would appreciate a little bit more traditional lecturing as opposed to asking us to discuss what we thought was helpful or surprising about the reading. I always left class unsure of whether I learned material properly. I enjoyed the break out rooms and working with the other students in the class the most." DCT RESPONSE: Noted, but the desire for traditional lecturing seems to be a minority view — and pedagogical

research has shown that lecturing is one of the *least*-effective ways of information transfer.

2. Administrative details

2.1. Email addresses

(From the Law Center administration:) Please check and use your Cougarnet email for communications related to this course. To access this email, [login to your Microsoft 365 account](#) using your Cougarnet credentials.

2.2. Computer use

Computer use in class is not just encouraged but required; you will need in-class Web access for many of the in-class exercises. If this will be a problem, be sure to contact me well in advance.

(You might, however, want to rethink the extent to which you use laptops in your other classes; see, e.g., [this NY Times article](#) [its a non-paywalled link] by a professor at the University of Michigan about how classroom laptop users not only do worse than those who take notes by hand, they also interfere with the learning of non-laptop users around them.)

2.3. Extra class time each day (to avoid a Friday-night makeup class)

I'm a practicing attorney and arbitrator; I normally don't have to miss class, but it has been known to happen, e.g., when I've had out-of-town commitments. There have also been times when we've had to cancel class due to weather.

(And on the evenings of Game 7 of the 2017 and 2019 World Series, we canceled the evening class — sadly, we didn't have to do that in 2021 because the 'Stros were eliminated in Game 6, but happily, in the 2022 Series they sealed the deal on a non-class night.)

The ABA requires 700 minutes of instruction for each credit hour; that means we need 2,100 minutes of instruction for our three-hour course. We will achieve the needed minutes of instruction by:

1. meeting for 80 minutes per class for 26 class meetings, vice the normal 27 scheduled class meetings, to get 2,060 instruction minutes;
2. making up the remaining 40 instruction minutes via "online" instruction in the form of emails and other discussions, as permitted by ABA rules;
3. using the resulting "spare" classes #27 and 28 as makeup days if necessary, otherwise ending the course at #26; and
4. as a last resort, meeting on one of our scheduled Friday-evening makeup days (not the situation of choice, and I've never had to do that).

2.4. **Recording my lectures: Go ahead if you want**

My "default mode" is not to record class sessions, but I have no objection if a student wants to record a class, nor to sharing recordings with other UHLC students.

The following is a UH-required element for the syllabus as provided by the Associate Dean's office:

Students may not record all or part of class, livestream all or part of class, or make/distribute screen captures, without advanced written consent of the instructor. *[DCT note: See above for my consent.]*

If you have or think you may have a disability such that you need to record class-related activities, please contact the the [Justin Dart Jr. Student Accessibility Center](#) (formerly the Justin Dart, Jr. Center for Students with DisABILITIES).

If you have an accommodation to record class-related activities, those recordings may not be shared with any other student, whether in this course or not, or with any other person or on any other platform.

Classes may be recorded by the instructor.

Students may use instructor's recordings for their own studying and notetaking.

Instructor's recordings are not authorized to be shared with anyone without the prior written approval of the instructor.

Failure to comply with requirements regarding recordings will result in a disciplinary referral to the Dean of Students Office and may result in disciplinary action.

(Extra paragraphing and bullets added.)

There is a chance that your contributions to class discussion, whether voluntary or while on call, may be included in the recording. Your continued registration in this class indicates your acquiescence to any such incidental recording for the purposes described above.

3. General information

3.1. DCT contact information

My contact information: I can be reached at my email at the top of this document.

I respond pretty quickly to email questions. If I think that a question might be of interest to other students, I'm likely to copy and paste it (possibly edited, and with identifying information redacted) into an email to one or both sections.

3.2. Office hours

As an adjunct professor, I generally don't physically come to the school except to teach class. I'm happy to meet with students (*on Zoom*) by appointment as follows:

HOW	WHEN	APPT. NEEDED?
In person (when class meets in person)	M or W 5:30 p.m.	Yes
In person (when class meets in person)	M or W 7:20 p.m. (ten minutes)	No
Skype or Zoom video; phone	M-F 3:00 p.m.	Yes

I strongly encourage each student to make at least one appointment during the semester to discuss any questions that they or I might have.

3.3. Zoom ground rules (*if Zoom proves necessary*)

For fall 2023, I don't expect that we will have to do any class meetings by Zoom; in case we do, here are some ground rules that you will be expected to follow:

1. Be somewhere that your colleagues (and you) won't be *overly* distracted by noise and/or guest appearances by dogs, children, etc. (I'm pretty easygoing about these things, but be considerate of your classmates.)
2. Your computer *must* have a working video camera and quality audio capability. (You might need an external microphone and/or a headset for decent audio quality.)
3. You *must* join by video, not just by an audio-only phone connection.
4. Leave your camera on, but it's fine if you need to step out for a minute, just as if we were meeting in person at the Law Center.
5. Please be sure to speak up so that others can hear you. (Also, watch your mute button.)

6. Be sure your name is shown in your Zoom profile, so that I'll know who's speaking.

4. COVID-19 information (fall 2023)

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4.1. University mandatory syllabus language

The following is mandatory language from the University.

4.1.1. COVID-19 Information

Students are encouraged to visit the University's [COVID-19 website](#) for important information including on-campus testing, vaccines, diagnosis and symptom protocols, campus cleaning and safety practices, report forms, and positive cases on campus. Please check the website throughout the semester for updates.

4.1.2. Vaccinations

Data suggests that vaccination remains the best intervention for reliable protection against COVID-19. Students are asked to familiarize themselves with pertinent [vaccine information](#), consult with their health care provider. The University strongly encourages all students, faculty and staff to be vaccinated.

[DCT note: FYI, I'm fully-vaccinated and boosted.]

4.2. **Syllabus changes?**

Due to the changing nature of the COVID-19 pandemic, please note that the instructor may need to make modifications to the course syllabus and may do so at any time. Such modifications could include changes to the mode(s) of assessment for the course. Notice of such changes will be announced as quickly as possible through email.

5. **Other important information**

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5.1. **Diversity, inclusion, and wellness**

This is an inclusive learning space.

At UHLC, we are committed to ensuring inclusive online and classroom learning spaces, where you'll be treated with respect and dignity, and where everyone is provided the equitable opportunity to participate, to contribute, and to succeed.

In this course, all students are welcome regardless of socio-economic status, age, race, ethnicity, disability, religion, national origin, veteran's status, sex, sexual orientation, gender identity, gender expression, political affiliation, marital status and other diverse identities that we each bring to class. Our class is richer for this diversity.

Inclusive learning spaces facilitate the innovation and creative thought that enhance student success. This success arises from the participation, support, and understanding of you and your colleagues. I encourage you to speak up and to share your views, but also understand that you are doing so in a learning environment in which we're all expected to engage respectfully and with regard to the dignity of all others.

If you feel like your class performance is impacted in any way by your experiences inside or outside of class, please reach out to me. I want to be a resource for you. If you feel more comfortable speaking with someone besides me, Student Services is an excellent resource: 713- 743-2182.

Finally, I encourage you to bring any issues negatively impacting UHLC's openness to diversity and inclusion to the Law Center's Diversity and Inclusion committee. The D&I committee's charge includes "[building] on the Law Center's strengths as a diverse and inclusive environment." You can contact the committee directly at UHLCD&I@uh.edu.

Your suggestions are encouraged and appreciated. Please let me know ways to improve the effectiveness of this course for you personally, or for other students or student groups.

5.2. Accessibility and accommodation / auxiliary aids

UHLC is committed to ensuring that all students enjoy equal access and full participation and to complying with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, pertaining to the provision of reasonable

academic adjustments/auxiliary aids for disabled students.

In accordance with Section 504 and ADA guidelines, UHLC strives to provide reasonable academic adjustments/auxiliary aids to students who request and require them.

If you anticipate or experience barriers based on a disability (including any chronic or temporary medical or mental health condition), please feel free to reach out to me so that we may discuss options. If you require any support services, you may contact Ms. Samantha Ary, Academic Records Coordinator. Ms. Ary is located in room 44A TU-II in the Office of Student Services suite, and she can be reached at sary@central.uh.edu or 713-743-7466. Requests for accommodation that involve graded assignments must be directed to Ms. Ary and should be made as soon as possible to allow adequate time to document and to process the request.

If you observe religious or cultural holidays that will coincide with synchronous class sessions or conferences, please let me know as soon as possible, so that we may make arrangements.

5.3. Honor Code

The [UHLC Honor Code](#) applies to all aspects of my class. **You are responsible for knowing all Honor Code provisions and for complying with the Honor Code.**

Please ask me if you have any questions regarding how the Honor Code's provisions apply to specific activities or situations related to my course.

It is an Honor Code violation to review the graded assignments distributed to, or written by, any of my students from prior years.

5.4. AI Generated Text

5.4.1. Background

The software technology known as artificial intelligence has recently expanded its capability to generate text (AI Generated Text). Examples of the technology include

what are known as “generative” large language models (LLMs), and a specific implementation what is well known in the general public is ChatGPT. These systems can generate text in response to prompts and/or input of other text/documents/code/images.

The output, the AI Generated Text, appears to have human-mimicking “intelligence” and is thus potentially usable as a substitute for written work product one might generate themselves. AI Generated Text can include computer code or programs as well as human language content.

5.4.2. **Honor Code implications**

Your continuing enrollment in this course is deemed to be a pledge by you under the Honor Code to not prompt, generate, obtain, read, or use any AI Generated Text in relation to any activity or assessment in this course.

- This applies to AI Generated Text from yourself or others.
- This pledge includes that your assessment work product in the course is without any contribution from AI Generated Text.
- This specifically extends to the plagiarism policy and unauthorized aid/materials parts of the Honor Code: AI Generated Text will be treated as from another/other in applying the plagiarism policy to this course.

The term "assessment" means any work product generated for this course that is submitted to the instructor or presented in a class session, regardless whether it is graded content or not.

Assessments include mid-terms and final exams.

AI Generated Text **may not be used** in the development or drafting of any assessments created by you in a non-proctored environment, such as a "take-home" final examination unless specified as an exception below.

The parts of the Honor Code that refer to unauthorized materials or aid are specifically prohibited from any use of AI Generated Text in this course unless specified as an exception below.

5.4.3. **Exceptions**

The following activities are exceptions to the immediately preceding paragraph; the intent of these exceptions is to **allow use of AI Generated Text for specifically and narrowly defined activities** in relation to this course:

- Creating content for an outline that you use to summarize the course content for study purposes.
- "Conversing" with the AI Generated Text software system to create hypotheticals to better understand course content, alone or with others.

5.5. Counseling available

UH Counseling and Psychological Services (CAPS) offers 24/7 mental health support for all students, addressing various concerns such as stress; adjusting to the demands of a professional program; or feeling sad and hopeless.

- You can reach CAPS (<http://www.uh.edu/caps>) by calling 713-743-5454 during and after business hours for routine appointments or if you or someone you know is in crisis.
- No appointment is necessary for the "Let's Talk" program, a drop-in consultation service at convenient locations and hours around campus. See http://www.uh.edu/caps/outreach/lets_talk.html for more information.

The Texas Lawyers' Assistance Program ("TLAP") also supports law students who are dealing with stress, anxiety, depression, substance abuse, and other mental health problems. You can reach TLAP at any time at 1-800-343-8527. TLAP's website includes a page with links to sources about mental health that are of interest to law students: <https://www.tlaphelps.org/law-students>

5.6. Mental Health and Wellness Resources

The University of Houston has a number of resources to support students' mental health and overall wellness, including CoogsCARE and the UH Go App.

As noted above, CAPS provides individual and couples counseling, group therapy,

workshops and connections to other support services on and off-campus. For assistance visit uh.edu/caps, call 713-743-5454, or visit a Let's Talk location in-person or virtually. Let's Talk are daily, informal confidential consultations with CAPS therapists where no appointment or paperwork is needed.

The Student Health Center offers a Psychiatry Clinic for enrolled UH students. Call 713-743-5149 during clinic hours, Monday through Friday 8 a.m. - 4:30 p.m. to schedule an appointment.

The A.D. Bruce Religion Center offers spiritual support and a variety of programs centered on well-being.

Need Support Now? If you or someone you know is struggling or in crisis, help is available. Call CAPS crisis support 24/7 at 713-743-5454, or the National Suicide and Crisis Lifeline: call or text 988, or chat 988lifeline.org.

5.7. **Anti-Discrimination and Sexual Misconduct Policies**

UHLC and the University of Houston are committed to maintaining and strengthening an educational, working, and living environment where students, faculty, staff, and visitors are free from discrimination and sexual misconduct. If you have experienced an incident of discrimination or sexual misconduct, a confidential reporting process is available to you. For more information, please refer to the University System's [Anti-Discrimination Policy SAM 01.D.07](#) and [Sexual Misconduct Policy SAM 01.D.08](#).

Please be aware that under the sexual misconduct policy, SAM 01.D.08, faculty and other University employees are required to report to the University any information received regarding sexual misconduct as defined in the policy. Due to this reporting requirement, **faculty members and other employees are not a confidential resource**. The reporting obligations under the sexual misconduct policy extends to alleged conduct by University employees and students.

The University is committed to maintaining and strengthening an educational, working and living environment where students, faculty, staff, and visitors are free from discrimination and sexual misconduct. If you have experienced an incident of discrimination or sexual misconduct, there is a confidential reporting process available to you.

Per the UHS Sexual Misconduct Policy, your instructor [*viz.*, *DCT*] is a “responsible employee” for reporting purposes under Title IX regulations and state law and must report incidents of sexual misconduct (sexual harassment, non-consensual sexual contact, sexual assault, sexual exploitation, sexual intimidation, intimate partner violence, or stalking) about which they become aware to the Title IX office.

Please know there are places on campus where you can make a report in confidence.

You can find more information about resources on the Title IX website at <https://uh.edu/equal-opportunity/title-ix-sexual-misconduct/resources/>.

5.8. Security Escorts and Cougar Ride

UHPD continually works with the University community to make the campus a safe place to learn, work, and live. Our Security escort service is designed for the community members who have safety concerns and would like to have a Security Officer walk with them, for their safety, as they make their way across campus. Based on availability either a UHPD Security Officer or Police Officer will escort students, faculty, and staff to locations beginning and ending on campus. If you feel that you need a Security Officer to walk with you for your safety please call 713-743-3333. Arrangements may be made for special needs.

Parking and Transportation Services also offers a late-night, on-demand shuttle service called Cougar Ride that provides rides to and from all on-campus shuttle stops, as well as the MD Anderson Library, Cougar Village/Moody Towers and the UH Technology Bridge. Rides can be requested through the UH Go app. Days and hours of operation can be found at <https://uh.edu/af-university-services/parking/cougar-ride/>.

5.9. Other resources

Diversity and Inclusion Statement: <https://uh.edu/about/diversity-statement/>

Non-Discrimination Statement: <https://uh.edu/cdi/about/accomodation-statement/>

Center for Diversity and Inclusion: <https://uh.edu/cdi/about/accomodation-statement/>

Center for Students with DisABILITIES: <https://www.uh.edu/csd/>

LGBTQ Resource Center: <https://www.uh.edu/lgbtq/>

Cougars in Recovery: <https://uh.edu/cir/>

Counseling and Psychological Services (see Section XIII): <https://uh.edu/caps/>

Veterans Services: <https://uh.edu/veterans/>

Cougar Cupboard: <https://uh.edu/dsaes/cougarcupboard/>

Coogs Care (student assistance resources): <https://uh.edu/dsa/coogscare/>

DACA: What You Need to Know: <https://uh.edu/dsaes/resources/daca/>

Student Health Center: <https://www.uh.edu/healthcenter/>

Wellness: <https://uh.edu/wellness/>

5.10. **Gift policy**

I'm unable to accept gifts from students, no matter how small the value (e.g., law-firm swag), because I don't do blind grading and I don't want there to be any chance of a misimpression (on anyone's part) that I might favor a gift-bringer.

6. **Grading: The point system**

- **The school's required final grade average is 3.20 to 3.40.** As required by law school policy, I will adjust the **raw** grades proportionally to the extent necessary to make the average of the final class grades fall within that range. (My usual practice — but not a guaranteed one — is to "move the curve" up or down as necessary so that the average is at or near the high end of the required range.)
- Each course section is curved separately.

- Because of the required final grade average, you personally might get very-high **raw** scores on the homework assignments and final exam. This means that the Canvas system might show you as having an "A" grade based on your raw scores, but **your final grade will depend largely** on how well you do **relative to the other students in your course section**.

- **Your final raw score is based on the total possible points stated below:** Your course grade will be based on how many of these points you earn AND *ALSO* how well others in your section do. *(Note how the total-points number is not stated in this paragraph; this is an example of the D.R.Y. Guideline — Don't Repeat Yourself — to reduce the chance that the number might be changed in one place but not the other.)*

Each item is discussed in more detail in the following sections.

ITEM	POINTS
Attendance (see below)	100
Quiz 1	20
Quiz 2	50
Quiz 3	60
Quiz 4	120
Quiz 5	100
Drafting assignments	100
Final exam	400
TOTAL POSSIBLE RAW POINTS	950

6.1. Attendance "signing bonus" & clawback

Every student starts out with the above "freebie" points for class attendance, but can lose points for missing class, as follows:

TOTAL CLASSES MISSED*	TOTAL POINTS LOST
1	0

2	10
3	30
4	60
5 or more	all 100

* See below.

This means, of course, that students who miss more than one class will have to do that much better on the final, the quizzes, and homework in order to keep up with their classmates on the school-required average.

I use Canvas to track attendance.

Freebie absence: If you're going to use your freebie absence, please let me know by email.

Some absences *won't* lose points:

- I don't count absences during the first week for newcomer students who join the class during adds and drops.
- I don't count absences for "official" law school travel, e.g., for moot-court competitions, etc., as long as I'm informed in advance. (*This seems of marginal relevance during the pandemic.*)
- I also don't count up to **two** absences for illness — your own, or that of someone for whom you need to care, e.g., a child. If you're ill and we're meeting in person, *please don't come to class and infect the rest of us*. Please email me if you'll be absent for illness; I'll take your word for it without a doctor's note.
- Other absences, e.g., for job interviews, office visits, work trips, etc., **will be counted as missed classes and will lose points** as set forth above; please schedule accordingly.
- If we have to meet online via Zoom, I will generally take attendance by taking a screenshot of the Zoom participant list.

Why attendance is especially important: The class attendance policy arises from the fact that we will be doing:

- a significant amount of in-class discussion; and
- a significant number of in-class exercises in small groups.

Consequently, it's important for all students to attend each class, not just for their own benefit, but so that their teams won't be shorthanded.

School policy requires attendance at 80% of the class meetings for each course. We will meet a total of 26 times; rounding to the nearest whole number of classes, a student therefore must attend at least 21 class periods to comply with the 80% rule.

6.2. Mid-term take-home quizzes

Take each quiz — on Canvas — **at any time starting** at 9:00 p.m. on the **Thursday** immediately preceding the due date.

Each quiz is **open-everything** (book, Internet, other reference materials). BUT: **No collaboration** with anyone else; there might be an Honor Code compliance question.

The quizzes will be untimed — **one of the principal purposes** of each quiz is to provide students with an "opportunity" to review and work with the material.

The later quizzes will include material covered in previous quizzes (there's that "spaced repetition" concept again).

For some of the quizzes, you get two attempts, so that you can review your incorrect answers and try again.

For other quizzes, you get only one attempt, so you'll want to think carefully about your answers.

Each quiz is due at **12:00 noon** Houston time on the specified date (see the [day-by-day class plans](#)). **Late submissions** will be docked points; the exact number of points is TBA.

These quizzes will include progressively-more review material; Quiz #5 is a more-or-less comprehensive review quiz.

Each quiz will include a mix of true-false, multiple-choice, fill-in-the-blank, multiple-answer, and/or "micro-essay" (short answer) questions.

Each quiz will cover only the following:

- the readings assigned up through and including the homework due date, **whether or not we discuss any particular topic in class**;
- any review questions relating to the reading;
- anything in the in-class and homework exercises that we have done to date — that way, the quizzes themselves will thus serve as a "spaced repetition" reinforcing review that takes advantage of the testing effect;

Each quiz will be graded *partly* anonymously — the Canvas software shows me students' names; I can't do anything about that, but:

- Canvas automatically grades the true-false, multiple-choice, multiple-answer, and fill-in-the-blank ("FITB") questions.
- I review any "incorrect" fill-in-the-blank answers so that I can give credit for simple misspellings, which Canvas can't always pick up. (I program the quizzes on Canvas to accept as many misspellings as I can think of, but you'd be surprised how "creative" students can be in their spelling).
- If a quiz includes any micro-essay questions, your answers to those questions will not be anonymous at all.

In past semesters, a few students have gotten the right answer to every question on a quiz; in response, one student suggested that I should "[d]esign quizzes to have a wider score distribution," but I'm less interested in a wide score distribution than in helping *all* students to understand and retain the material.

WARNING: If you just copy and paste answers from this document or from the model answers from previous quizzes you'll get **zero points** for that question, because:

1. I need to see how *you* think;
2. When you have to rephrase a concept *in your own words*, it helps you better grasp *and retain* the concepts.

6.3. Contract-drafting assignments

Students will draft a couple of simple agreements for "MathWhiz," a hypothetical client.

Successive drafts will be due — uploaded to Canvas, NOT emailed to me — at various dates as indicated in the [day-by-day class plans](#).

Students are free to work collaboratively, but if you partner up with anyone, be sure to note that on your submission.

You are not to use ChatGPT or other AI assistance (see [5.4](#) for Honor Code implications). I need to see *your* work — not least so that, if (when) in the future you use any kind of AI in your practice, you'll be able to intelligently judge the quality of the AI's work product.

Pass-fail but partial credit: Most drafting assignments are pass-fail, meaning that a student who does a decent job will get the full points. **But:** If a student's submission doesn't measure up but I feel that the submission deserves more than a "fail" grade, then I reserve the right — in my sole and unfettered discretion — to give partial credit instead of zero points.

WARNING: The "no copying and pasting" warning just above about quizzes applies equally to drafting assignments — feel free to borrow language but don't just do it by rote.

6.4. Final exam

The final exam:

- will be timed for 30 minutes (except for students with accommodations), *at the time scheduled for the final exam*;
- will consist in large part of what amounts to a quiz on steroids;
- will take place on Canvas (and can be done from anywhere); and
- will be open-book, open-notes, open-browser — but no communication with anyone else, whether by text, email, IM, or anything else.

The Honor Code will apply; there will be a one-point question asking you to certify compliance.

What's fair game for the final exam? Anything:

- in the assigned reading materials, *especially* the "Pro tips" and "Cautions";
- in the homework, quizzes, and in-class exercises.

Note: For any micro-essay questions calling for one- or two-paragraph answers, *just copying and pasting from the course materials **won't cut it** because I'll be looking for **your thinking**.*

6.5. **Class participation bump**

As permitted by law-school policy, I reserve the right:

- to award discretionary increases in student grades by one-third of a grade level for excellent class participation, e.g., from a B to a B-plus, assuming that this doesn't cause the class average to exceed the maximum permitted; and
- to reduce grades for sub-standard class participation. (I've almost never reduced anyone's grade, except some years ago for a couple of students for whom it was like pulling teeth to get them to participate even minimally.)