

PROPOSAL FOR COLLECTIVE BARGAINING AGREEMENT

between

LABOR LAW CLASS LLCU and PROFESSOR ROBERTO CORRADA

Spring Semester, 2010

The following Agreement governs course procedures and policies for Professor Corrada's Labor Law course of Spring 2010, as applied to members of the Labor Law Class LLCU (the "LLCU"). This Agreement is entered into as of April 8, 2010 by and between Professor Corrada's Labor Law course of 2010 (the "Company") and the Union. The Company consists of an individual employer, Professor Corrada, of Labor Law course of Spring 2010 (the "Employer"). The LLCU consists of student members of Professor Corrada's Labor Law course of Spring 2010.

I. RECOGNITION

The Company agrees to recognize and acknowledge the LLCU as the sole and exclusive collective bargaining agent of the students enrolled in Professor Corrada's Labor Law course for the Spring Semester of 2010 with respect to wages, responsibilities and other conditions of employment. The bargaining unit does not include any students who represent the Employer in any legal capacity.

II. UNIVERSITY POLICIES

All provisions of this Agreement are subject to the policies of the University of Denver Sturm College of Law (SCOL). To the extent that any provision of this agreement violates SCOL policy, such provision is void. In addition, the LLCU agrees not to bargain for any provision that would require the Employer to violate his ethical duties as an educator or lawyer. The Employer maintains and reserves the exclusive right to manage and direct classroom operations in any way whatsoever, except as specifically limited by the terms of this agreement.

III. SCOPE OF AGREEMENT

A. Riders

Upon the effective date of this Agreement, all existing or previously adopted Riders, employment handbooks, unwritten employment policies, or syllabi which provide less than the grading policies hours and working conditions specifically established by this Agreement shall become null and void. This Agreement overrides any other item in all existing or previously adopted Riders, employment handbooks, unwritten employment policies, or syllabi that are contrary to this Agreement.

B. Savings Clause

If a decision of any legislative body, court, or administrative body of competent jurisdiction affects any provision or application of this Agreement, or requires conduct inconsistent with any provision or application of this Agreement, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of this Agreement shall continue in full force and effect.

IV. COMPENSATION, PRODUCTION STANDARDS AND BENEFITS

A. Method of Evaluation

See attached Selection Form

B. Final Exam

The Employer agrees to give one take home final examination lasting three hours with two essay questions. The essay questions given will only be on topics we have covered during class time. This examination will be available from May 10, 2010 until May 20, 2010. The final exam must be submitted to the Employer by Midnight (12:00) on May 20, 2010. The final examination will be in the following format:

Two essay questions, each worth fifty percent of the final examination grade. One exam question will be a factually modified version of a question provided to the Students at the review session. The other question may be a question that the Students have never seen before. The final exam shall be open-book, with all notes, supplements, and materials accessible to the test taker.

The Employer agrees to hold a final exam review session during the last class period. The Employer agrees to furnish the LLCU with sample exam questions at the review session and answer reasonable questions on behalf of the Students.

C. Curve

Prof. Corrada agrees to assign final grades based on a curve in which the minimum median grade is a B, and the minimum mean grade on a 4.0 scale is 3.15.

D. Simulation Grades

The Employer agrees to determine and report individual grades for In Class Participation and Simulation Participation to students prior to the deadline for submitting individual cafeteria plan selections on May 24, 2010. The Employer agrees to base In Class Participation and Simulation Participation grades on curved recommendations from the Evaluation Committee. This will enable each student to make an informed decision regarding the selection between the default evaluation method and the cafeteria plan.

Union members must submit their participation reports to the Evaluation Committee by May 10. The Evaluation Committee will complete its preliminary participation recommendations by May 15. Union members will have the opportunity to object to the Evaluation Committee's preliminary participation recommendations until May 17. The Evaluation Committee must submit its final curved participation recommendations to the Employer by May 17. The Employer will report final participation grades to the union members prior to May 24. Individual union members may file an informational comment about the union recommendation regarding their own view of their participation on TWEN if they so desire.

E. Reading Assignments and Class Participation

The Employer agrees to assign reading materials for each class session based on a list of subjects requested by the LLCU. Each reading assignment shall clearly state whether Group A or Group B is responsible for reciting the cases in that assignment. During class, the Employer may call only on members of the designated group to answer questions regarding the assigned cases.

The members of the group designated for a specific reading assignment will be responsible for reading that material prior to class. The students not assigned to a particular case agree to make their best effort to read the case prior to class, but will not be responsible for answering questions related to that material. In the event that a student is on call for a particular reading assignment but is unable to attend class, the student shall not be penalized, provided that the student notifies the Employer and the other members of their Group in advance of class.

Grades for in-class participation shall be determined by the Employer, and each student's in-class participation grade shall represent fifteen percent of the student's final grade for the course. The Employer agrees to provide the LLCU with a description of the method used to determine in-class participation grades.

F. Work Preservation Clause

The Employer agrees to give all the cases and work assigned during the duration of this agreement to the students (and his student legal representatives) under this agreement. The Employer also agrees to not change the time or location of the scheduled classes unless it has been discussed with the LLCU first. The location and time of class may be changed without prior discussion if an emergency or serious unknown circumstance arises.

V. ELECTED OFFICIALS AND COMMITTEES

A. Purpose and Duties of Elected Officials and Committees

i. Presidents:

Two Presidents have been elected to govern the LLCU. Their primary function is to devise the agenda for LLCU meetings and to lead the meetings. All union reports will be reviewed by the Presidents.

ii. Evaluation Committee:

Three individuals have been appointed as members of the evaluation committee. Their primary responsibility is to evaluate and to report to the Employer, based on the rubric below, the contribution each LLCU member is making in their appointed capacity to ensure that each LLCU member is fulfilling their role as a LLCU member, and acting in the best interests of the LLCU in their appointed capacity.

iii. Negotiating Committee:

Two members of the LLCU have been appointed to the negotiating committee. Their primary responsibility is to act as representatives to the LLCU in negotiations with the Company.

iv. Secretary:

One member has been appointed as Secretary of the LLCU. The Secretary's primary responsibility is to create LLCU Meeting Minutes and circulate those minutes post LLCU meetings to keep all LLCU members apprised of LLCU activities.

All members of the committees listed above are responsible for contributing to LLCU ideas, agenda and objectives, which is accomplished through their participation in LLCU meetings.

The Evaluation Committee shall use the following rubric as the basis for its grade determinations which will be reported to the Employer:

- 25 points –Drafting simulation documents
- 15 points – Meeting attendance (3 points subtracted for each unexcused absence)
- 5 points – Identification of unfair labor practices
- 5 points – TWEN posts
- 50 points – LLCU position - for the work you are required to perform in relation



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to your appointed position

VI. LLCU MEETINGS

The Employer agrees to provide ten (10) minutes every Tuesday at the end of the class session to allow for LLCU members to meet. Participation at these meetings is mandatory for LLCU members and will be reflected in members' simulation participation grades.

VII. GRIEVANCE PROCEDURES AND ARBITRATION

This provision applies to all grievances filed by students related to the collective bargaining agreement, except those grievances related to course grades. Grievances covered by this provision shall be handled by mediation. The mediator shall be Professor Rachel Arnow Richman. If the parties cannot come to an agreement during mediation proceedings, the issue will be handled by an arbitration committee. The arbitration committee will be comprised of three people. One person on the grievance committee will be chosen by the student filing the grievance, one person will be chosen by the Employer, and the chairperson of the committee will be the Dean of the Sturm College of Law, Professor Martin Katz.

VIII. WAIVER OF BARGAINING RIGHTS DURING LIFE OF AGREEMENT

Both parties acknowledge that they had full opportunity during negotiations to make any demands and proposals. There is no obligation on either party during the life of the agreement to bargain collectively with respect to any matter, whether included or not included in this agreement, except as provided in this agreement.



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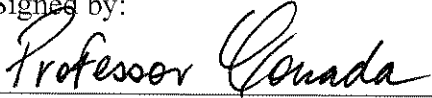
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IX. DURATION OF AGREEMENT

This Agreement shall become effective as of April 22, 2010, as of the date of its submission to the Company and will terminate upon the Employer's submission of the final grades to the registrar.

University of Denver Sturm College of Law Labor Law Course Spring 2010

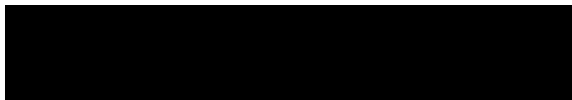
Signed by:



Professor Corrada, Employer and Company
Representative on behalf of Employer and Company

Labor Law Class Union

Signed by:



Negotiating Committee Member on
behalf of Labor Law Class Union



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Selection Form
LABOR LAW CLASS UNION and PROFESSOR ROBERTO CORRADA
Spring 2010

Name _____
Date _____

Upon making a selection on this form, you agree to be graded based on your selection below. Complete, sign and submit this form to Professor Corrada **by midnight, May 24, 2010.**

Make your selection according to the notes below, using 5 percentages point increments. The total must add up to 100%. Students are given the following two options below from which to select. Please circle either Option 1 or Option 2.

Option 1:

Cafeteria Plan - Number of Points

- 1) Participation for In Class participation (case recitation, discussion, etc)
(up to 20%) _____
- 2) Simulation Grade (up to 50%) _____
 - a. For the simulation grade, union member may submit to Professor Corrada a report detailing what they have done for the simulation. The deadline to submit this report is the same date as the final exam, May 20, 2010. This report will help Professor Corrada assess the appropriate grade.
 - b. Simulation grade does not include TWEN postings of outside world events related to Labor Law. This is because union members vary in their schedules and free time. Simulation will be strictly related to what the union members have done within the simulation. TWEN posting on labor law related events will be considered as an optional task voluntarily done by the union member for the benefit of other interested union members.
- 3) Final Exam (up to 80%) _____

Total: 100%

OR



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OPTION 2 (DEFAULT):

Prof. Corrada agrees to base each grade for the course as follows: thirty percent of the final grade will be based on a final exam; fifty percent of the final grade will be based on simulation participation (determined by an Evaluation Committee comprised of three LLCU members, based on a 100-point scale); twenty percent of the final grade will be based on mandatory in-class participation.



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APPENDIX 1

Important Deadlines in Agreement

- May 10: Union members must submit their participation reports to the Evaluation Committee. Final exam becomes available.
- May 15: Evaluation Committee must report its preliminary participation grade recommendations to the union members. Union members have until May 17 to make objections.
- May 17: Evaluation Committee must report its final curved participation grade recommendations to the Employer.
- May 20: Final exam must be submitted by 11:59:59 P.M.
- May 24: Union members must submit cafeteria plan selections to the Employer. The Employer must report final participation grades to the union members prior to each union member's cafeteria plan selection.



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