GENERAL INFORMATION AND SYLLABUS
BUSINESS LAW - BLW 335.002
Fall 2018
Tuesday, Thursday 9:30 a.m. - 10:45 a.m.
McGee Business Building, Room: 116

Instructor: Dr. Justin R. Blount
Nelson Rusche College of Business/McGee Building 229K

Office Hours:

<table>
<thead>
<tr>
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<th>Office Hours</th>
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<tr>
<td>Monday</td>
<td>9:00 a.m. – 10:45 a.m.</td>
<td>11:00 a.m. – 12:15 p.m.</td>
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Course Description: An examination of various legal relationships which are significant in business, including contracts, torts, personal property, business organizations, agency, suretyship, bailments, cyberlaw/e-commerce, international law and comparative law, and related subjects. Prerequisite: Junior Standing.

Program Learning Outcomes: Program learning outcomes define the knowledge, skills, and abilities students are expected to demonstrate upon completion of an academic program. These learning outcomes are regularly assessed to determine student learning and to evaluate overall program effectiveness. You may access the program learning outcomes for your major and particular courses at [http://www.sfasu.edu/cob/ug-plo.asp](http://www.sfasu.edu/cob/ug-plo.asp).

Student Learning Outcomes/Course Goals and Objectives: Upon completion of the course, the student should be able to:

1. Recognize the legal terms introduced in the course and apply or relate these terms to specific situations.
2. Analyze information to recognize legal issues and legal problems in fact situations and to determine what legal principle(s) should be applied.
3. Integrate knowledge of the legal principles that are covered to solve problems that are unfamiliar.
4. Apply problem-solving skills to legal issues, using logic and critical thinking.
5. Appreciate and identify ethical dilemmas in the business/legal context and use ethical reasoning in decision-making.
6. Describe the impact of constant change and lack of certainty, which are inherent aspects of the U.S. legal system.
7. Develop an awareness of the need for a continuing acquisition of new knowledge about changes in the law.
COURSE REQUIREMENTS:

Examinations: (500 points) 4 class examinations and 1 final examination worth 100 points each. Each student is responsible on every exam for all material covered in class and reading assigned outside of class. All examinations are considered to be a major part of the course work upon which a large part of your grade depends. **Missed exams will only be excused and allowed to be made up for university-excused absences or for extreme emergencies that justify missing the exam. What constitutes an extreme emergency is within the discretion of the instructor.** Any excused exams must be scheduled for make up within two (2) days of the missed exam or the emergency has resolved itself, or students missing the exam will receive a point value of zero (0) for the missed exam. It is entirely the student’s responsibility to make arrangements with me to take the missed exam. If you have a conflict with another university event or a university excused absence, you must contact me well in advance of the examination. In case of an extreme emergency that prevents you from taking an exam, contact me before the scheduled examination if at all possible. If it is not possible to contact me before the exam, contact me as soon as possible after the emergency is resolved. Failure to do so may result in an examination grade of zero. Other than extreme and unexpected emergencies, there are **no exemptions** for the final examination and **no changes** in taking the final examination. Check the final exam time. If the final exam time is a problem, you need to drop this course. Possession of a cell phone or other electronic communication device during an exam will result in an examination grade of zero (0). **Never take an exam or graded answer sheet out of the classroom.** This will result in an automatic zero (0) on the exam. **Unless otherwise instructed, you will need a Scantron Form 882 for all exams. All Scantron Forms are available at the respective bookstores on or around the SFA campus.**

Late arrivals: No one will be admitted to an exam after the first exam has been turned in. If you are not present at that point, you will receive a grade of zero (0) for that exam. No one will be permitted to re-enter the room once they leave for any reason (i.e. no leaving in the middle of the exam to go to the bathroom, etc.).

Some of these exams will be conducted online through D2L. The same rules apply to online exams as for in class exams – you are not allowed to use any study aids, online resources, notes, or take the exam with other students. If I found that anyone has used any resources on the online exams, this will be considered to be academic dishonesty and an appropriate penalty will be given, up to and including a failing grade in the class.

Case Questions: (100 Total Points) Four (4) written case questions will be assigned and each is worth 25 points each. These case questions will be available on D2L. The questions will consist of a short fact pattern presenting a legal problem which must be analyzed. Each student is to write a **brief but complete** response to the assigned case questions using the below IRAC method of legal analysis (also discussed in Appendix A of the text). Students may collaborate on thinking through the case question and conducting an analysis, but final written responses must be individual work (i.e. you cannot copy someone else’s work, and must write your own, independent final analysis). The written responses are due at the time noted on the course schedule and must be delivered to the instructor through the DROPBOX TOOL in the BLW 335 course in the SFASU Desire2Learn (D2L) web application.

It is the student’s responsibility to know how to use the Dropbox submission process properly. If you fail to properly submit your assignment through Dropbox before the time and date it is due, you will receive a 0 on that assignment. **There is no exception to this policy – I do not accept late work.** The only way I will accept a paper that was not in the Dropbox folder by the time it is closed is if you provide me with proof (either the Dropbox confirmation email that proves you submitted the paper, or some type of screenshot of your computer screen showing you submitted the file properly and on time) that you did submit the assignment and the only reason I have not received it was a technical problem outside of your control. This means that you
should submit your paper sufficiently in advance of the time it is due such that if the Dropbox is not working for some reason, you can send me an email before the time the paper is due with the paper attached to the email letting me know that you tried to submit the paper via the Dropbox but it was not working properly. **I will not accept hard copies handed to me or emailed copies – you must submit your assignments electronically via Dropbox.**

If you would like me to review/critique your work before you hand in a final copy, I will do so. However, you must **email** a copy to me before the dates set forth in the course calendar at the end of this syllabus so that I have sufficient time to review your draft before the due date. If you do not email me your draft by this date, I will not review it.

**One Reduced Point Late Assignment:** The only exception to my “no late work” policy is that this semester, I am allowing students one opportunity to submit an assignment late, but with a 25% point reduction, under the following parameters:

1. This opportunity does not work for exams or the negotiation exercises – if you miss those, you will receive a zero.
2. In order to use this opportunity, you must **notify me by email within 24 hours of the due date/time of the assignment that you missed handing in the assignment and would like to use your one “late pass” to hand the assignment in late.**
3. Your email notification must have an electronic copy of the written assignment you are turning in attached to the email.

Points for case problem assignments will be determined by (1) the totality of the work (i.e., that all questions from the case problem are answered); (2) the substance of the responses (i.e., evidence of thoughtfulness, analysis, and support for the response); and (3) the form of the response (i.e. conciseness, neatness, organization, professionalism, spelling and grammar).

**FORMATTING REQUIREMENTS – YOU MUST FOLLOW THESE REQUIREMENTS OR YOU WILL LOSE POINTS!**

- Your case problem answers must be submitted in a file format that is compatible with (i.e. able to be opened with and read) **Microsoft Word** or **Adobe .pdf.**
- Your answer must be typed in **12 point Times New Roman font, single spaced, with double spacing between paragraphs/sections/section headings, with spacing set to 0pt between lines. Failing to follow this rule will result in an automatic deduction of 2 points from your grade.**
- The page margins must be set at **1 inch all around, with both the right and left margins justified (i.e. no ragged edge on the right). This document has a justified right margin. Note how all of the lines in each paragraph are aligned on the right. This is a relatively simple setting in Word – if you do not know how to do this, look it up online!**
- You must write professionally and use complete sentences, proper grammar, spelling, and punctuation.
- You must put **bolded headings** into the paper setting out each section – Issue, Rule, Application, Conclusion.
- You must put your name at the top of the paper or in a heading. **Failing to put your name on the paper will result in automatic deduction of 5 points from your grade.**

**IRAC Method of Legal Analysis** – your chapter end case problems should be answered using the IRAC method. This is a way to analyze a legal problem (it can also be useful in analyzing other problems that involve applying a rule) that will help you to analyze the problem thoroughly and reach the correct legal conclusion. IRAC is an acronym which stands for:
I – Issue – based upon the facts presented in the problem, you need to determine and state what the legal issue(s) is that needs to be resolved. You have to determine this issue based upon a thorough reading of the facts set forth in the case question. Once you determine what the legal issue is that needs to be addressed, you should state it in your analysis as a question (example - “Did Tom breach the contract by failing to finish painting the car?”). Although the “Issue” section of the analysis is usually quite short – it can often be stated in one sentence – it is a critical part of your analysis because it frames the rest of your answer. If you do not identify the right legal issue, then the rest of your analysis will almost certainly be incorrect because you will be analyzing the wrong issue/answering the wrong question.

R – Rule – after determining what the relevant legal issue is that needs to be addressed, you must then set out the appropriate rule(s)/law(s) which should be used to address that issue. Analyzing a legal problem is not about stating your opinion about what you want to happen – legal analysis involves applying the appropriate law to the facts of the case so you can determine what the answer is under the relevant law. Thus, the rule section is also critically important to your analysis because it will set the stage for the application section of your paper, which should be the most lengthy and analytical part of your paper.

A – Application – this is the most difficult and lengthy section of your paper, and where your analysis takes place. This is where you apply the Rule to the facts of the case to resolve the Issue that you previously identified. Applying the rule means that you discuss it as it applies to the facts of the particular case, so you can reach a conclusion regarding what the correct resolution of the case is under the law. **If you are talking about any law/rule in this section, than that law/rule should be set out in the Rule section of the paper. Your Application section should be driven by the Rule section. You are not merely stating your opinion about the case here or just restating the facts of the case - you are conducting an analysis where you apply the proper legal rule to the issue at hand.**

C – Conclusion – in this section, you simply give a short statement of your conclusion regarding what the correct legal outcome of this case should be, based upon the analysis done in your application section. This can often (but not always) be done in one sentence.

**Negotiation Exercise:** (75 points) You will complete an oral negotiation exercise in which you and I will set down and negotiate either a contract or a tort situation. You will also answer legal questions during the exercise. Details of this assignment are provided in Appendix 1 to this syllabus.

**Class Participation Bonus Points and Attendance Policy:** All students are expected to attend class, arrive on time, and participate in class discussions. It is an important part of the learning process in this course of study for colleagues to share questions, knowledge and insight. The instructor will call roll frequently (possibly every class period) during unannounced, randomly selected class sessions throughout the semester (and at any point during the selected class periods), and will call roll during each class in which there are student presentations. **It is the student’s responsibility to make sure they are marked as present. If you are present when roll is called but then leave class early, you will be marked absent.** Additionally, if you are present when roll is called but are asked to leave the class due to non-participation or being a distraction, you will be marked absent. Students will be awarded up to five (5) bonus points by the instructor based on the instructor's assessment of each student’s overall participation - class attendance, preparedness, and relevance of questions/comments/responses. Students with zero to one absence will be awarded an additional five (5) bonus points. **Students with excessive class absences (4 or more) will receive a deduction of 10% of their final earned grade points.** Thus, for example, if a student earns a total of 492 points in the class, then the students final grade would be reduced by 49.2 points (10% x 492), and the student’s final point total would be 492 – 49.2 = 442.8.
Attendance will be kept by passing around a sign-in sheet. **Do not sign-in for someone who is absent. I will be checking the signatures on the sign-in sheets for irregularities.** If I determine that you have been having someone else sign-in for you, I will consider this to be academic dishonesty and will take appropriate measures under the SFA academic dishonesty policy, up to and including failing you in the course. Make sure that you sign the sign-in sheet in a consistent manner!

**Cell Phone Usage – IMPORTANT!** - Cell phones, computers, or any other type of electronic communication device are not allowed on in the classroom unless the instructor expressly allows otherwise. If the instructor so directs, all such devices must be turned off and put away during class. If you are using a cell phone, computer, or other electronic device rather than participating in class, you may be instructed to leave the classroom and/or considered to be absent by the instructor.

**Extra Credit - Course Evaluation:** Students will be awarded five (5) additional participation points for completing the online course/instructor evaluation at the end of the semester.

**Grading:** Grades will be determined on the following scale, based on percentage ratio of student’s total accumulated points to the total possible (650) points for the course. Decimals are rounded up to the nearest whole number for determining the final grade (e.g., .794 or 79.4% = 80% and would be a B letter grade; .788 or 78.8% = 79% and would be a C letter grade).

Scale: 

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<tr>
<td>90-100%</td>
<td>A</td>
<td>84 points Exam No. 1</td>
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<tr>
<td>80-89%</td>
<td>B</td>
<td>72 points Exam No. 2</td>
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<tr>
<td>70-79%</td>
<td>C</td>
<td>74 points Exam No. 3</td>
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<tr>
<td>60-69%</td>
<td>D</td>
<td>68 points Exam No. 4</td>
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<tr>
<td>Below 60%</td>
<td>F</td>
<td>88 points Exam No. 5</td>
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Extra credit: 81 points Chapter Case Problems

506 Total Accumulated Points

506/650 = .77846 or 77.846% = C Letter Grade

But consider: Suppose you earn 552 points on assignments such that you would have a B (552/650 = .8492), but miss class 5 times. The absences cost you a 10% point deduction, resulting in a C (552 x .90 = 496.8; 496.8/650 = 76.431%). **Make sure you attend class and participate!**

**Medical and Other Serious Problems:** Please take time and make the effort to advise me if you have difficulties which require my attention to properly evaluate your classroom participation and activities.

**Late Instructor:** Every effort is made by me to be in the classroom when the class is scheduled to begin. Students will be advised ahead of time if class is delayed or is not going to be held (and this would be extremely rare). Students are expected to wait 15 minutes for the instructor before leaving the class for failure to appear at the beginning of the scheduled time for class.

**Unannounced Tests (Pop Quizzes):** I reserve the right to give unannounced tests (pop quizzes). Missed tests for university-excused absences will be made up within two (2) calendar days, or students missing the test will receive a point value of zero (0). It is the student’s total responsibility to make arrangements to take the missed test. Unannounced test points are added to the total possible point accumulation for the course.

**Student Conduct (University Policy 10.4):**
Classroom behavior should not interfere with the instructor’s ability to conduct the class or the ability of other students to learn from the instructional program (see the full Student Conduct Code at http://www.sfasu.edu/policies/student-conduct-code.pdf.) Unacceptable or disruptive behavior will not be tolerated. Students who disrupt the learning environment may be asked to leave class and may be subject to judicial, academic, or other penalties. This prohibition applies to all instructional forums, including electronic, classroom, labs, discussion groups, field trips, etc. The instructor shall have full discretion over what behavior is appropriate/inappropriate in the classroom. Students who do not attend class regularly or who perform poorly on class projects/exams may be referred to the iCare Early Alert Program. This program provides students with recommendations for resources or other assistance that is available to help SFA students succeed.

**Food, drink, and tobacco products are prohibited in the classroom. Cell phones, computers, or any other type of electronic communication device are not allowed in the classroom unless the instructor expressly allows otherwise. If the instructor so directs, all such devices must be turned off and put away during class.**

**Student Academic Dishonesty (4.J):**

Abiding by university policy on academic integrity is a responsibility of all university faculty and students.

**Definition of Academic Dishonesty**

Academic dishonesty includes both cheating and plagiarism. Cheating includes, but is not limited to (1) using or attempting to use unauthorized materials on any assignment or exam; (2) falsifying or inventing of any information, including citations, on an assigned exercise; and/or (3) helping or attempting to help another in an act of cheating or plagiarism. Plagiarism is presenting the words or ideas of another person as if they were one’s own. Examples of plagiarism include, but are not limited to (1) submitting an assignment as if it were one’s own work when is at least partly the work of another person; (2) submitting a work that has been purchased or otherwise obtained from the Internet or another source; and/or (3) incorporating the words or ideas of an author into one's paper without giving the author credit. **Penalties may include, but are not limited to reprimand, no credit for the assignment or exam, re-submission of the work, make-up exam, failure of the course, or expulsion from the university. Please read the complete policy at http://www.sfasu.edu/policies/student_academic_dishonesty.pdf**

**Course Grades (University Policy 5.5):**

At the discretion of the instructor of record and with the approval of the academic unit head, a grade of WH will be assigned only if the student cannot complete the course work because of unavoidable circumstances. Students must complete the work within one calendar year from the end of the semester in which they receive a WH, or the grade automatically becomes an F, except as allowed through policy related to active military service. If students register for the same course in future semesters, the WH will automatically become an F and will be counted as a repeated course for the purpose of computing the grade point average. Please refer to the complete policy at [http://www.sfasu.edu/policies/course-grades.pdf](http://www.sfasu.edu/policies/course-grades.pdf).

**Students with Disabilities:**

To obtain disability related accommodations, alternate formats and/or auxiliary aids, students with disabilities must contact the Office of Disability Services (ODS), Room 325 in the Human Services Building, 468-3004/468-1004 (TDD) as early as possible in the semester. Once verified, ODS will notify the course instructor and outline the accommodation and/or auxiliary aids to be provided. Failure to request services in a timely manner may delay your accommodations. For additional information, go to [http://www.sfasu.edu/disabilityservices/](http://www.sfasu.edu/disabilityservices/).
**Course Calendar:** This is a general outline of material expected to be covered. Material covered, dates of tests, and material covered on each exam may vary slightly as necessitated by the pace in which material is covered. Any material deviations from this schedule will be announced and delivered to students either during class or by email.

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<tr>
<th>Date</th>
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<td>Aug. 28</td>
<td>Tues.</td>
<td>Introduction – Instructor and Course/Syllabus; Introduction to Legal Reasoning</td>
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| Aug. 30  | Thur.  | Intro. Continued & Chapter 24  
*International Law in a Global Economy* |
| Sep. 4   | Tues.  | Chapter 6  
*Torts* |
| Sep. 6   | Thur.  | Chapter 6  
*Torts* |
| Sep. 11  | Tues.  | Chapter 6, Chapter 7  
*Torts*  
*Strict Liability & Products Liability*  
*If you want a draft of your Case Problem 1 reviewed, must email to me by 5:00 p.m.* |
| Sep. 13  | Thur.  | Chapter 7, Chapter 23  
*Strict Liability & Products Liability*  
*Warranties*  
*Exam No. 1 [Chs. 6, 7, 23 & 24] – Online Exam in D2L, Opens Thur., Sep. 13 @ 5:00 p.m., closes Monday, Sep. 17 @ 11:59 p.m.*  
*Case Problem 1 due via D2L Dropbox by 8:00 a.m.* |
| Sep. 18  | Tues.  | Chapter 11  
*Contracts - Nature and Terminology* |
| Sep. 20  | Thur.  | Chapter 11, Chapter 12  
*Contracts – Nature and Terminology*  
*Contracts - Agreement in Traditional and E-Contracts* |
| Sep. 25  | Tues.  | Chapter 12, Chapter 13  
*Contracts – Agreement in Traditional and E-Contracts*  
*Contracts - Consideration* |
| Sep. 27  | Thur.  | Chapter 13, Chapter 14  
*Contracts – Consideration*  
*Contracts - Capacity and Legality*  
*If you want a draft of your Case Problem 2 reviewed, must email to me by 5:00 p.m.* |
| Oct. 2   | Tues.  | Chapter 14  
*Contracts – Capacity and Legality* |
| Oct. 4   | Thur.  | **No Class - Oral Negotiation Exercise Times** |
Oct. 9     Tues.     Case Problem 2 due via D2L Dropbox by 8:00 a.m.
Exam No. 2 [Chs. 11-14]

Oct. 11    Thur.    Chapter 15
Contracts – Mistakes, Fraud, & Voluntary Consent

Oct. 16    Tues.    Chapter 15, Chapter 17
Contracts – Mistakes, Fraud, & Voluntary Consent
Contracts – Third Party Rights

Oct. 18    Thur.    Chapter 17, Chapter 18
Contracts – Third Party Rights
Contracts – Performance & Discharge in Traditional E-Contracts

Oct. 23    Tues.    Chapter 18, Chapter 20
Contracts – Performance of Sales and Lease Contracts
Contracts – The Formation of Sales and Lease Contracts

Oct. 25    Thur.    Chapter 20, Chapter 16
Contracts - The Formation of Sales and Lease Contracts
Contracts – The Statute of Frauds and the Writing Requirement
Exam No. 3 [Chs. 15, 17, 18, 20, 16]), Online Exam in D2L, Opens Thur.,
Oct. 25 @ 5:00 p.m., closes Sun., Oct. 28 @ 11:59 p.m.

Oct. 30    Tues.    Chapter 25
Agency Formation and Duties
Case Problem 3 due via D2L Dropbox by 8:00 a.m. I will not review drafts of
this case question – I will only answer brief questions about the case.

Nov. 1     Thur.    Chapter 26
Agency Liability to Third Parties and Termination

Nov. 6     Tues.    Chapter 26, Chapter 27
Agency Liability to Third Parties and Termination
Employment Law (Parts)

Nov. 8     Thur.    Chapter 28
Employment Discrimination

Nov. 13    Tues.    No Class - Oral Negotiation Exercise Times

Nov. 15    Thur.    Exam No. 4 [Chs. 25, 26, 27, 28]
Case Problem 4 due via D2L Dropbox by 8:00 am. I will not review drafts of
this case question – I will only answer brief questions about the case.

Nov. 20    Tues.    NO CLASS - Thanksgiving Holiday

Nov. 22    Thur.    NO CLASS - Thanksgiving Holiday

Nov. 27    Tues.    Chapter 8
Intellectual Property

Nov. 29 Thur. Chapters 8 & 29
Intellectual Property
Sole Proprietorships & Franchises

Dec. 4 Tues. Chapter 30, 31, & 32
Partnerships & Limited Liability Partnerships
Other Organizational Forms for Small Businesses
Corporate Formation and Financing

Dec. 6 Thur. Chapter 5
Business Ethics

Dec. 11 Tues. FINAL EXAM [Chs 8, 29-32, 5] – 8:00 a.m. – 10:00 a.m.