GENERAL INFORMATION AND SYLLABUS
BUSINESS LAW - BLW 335.003
Fall 2019
Tuesday, Thursday 8:00 a.m. - 9:15 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>
<th>Office Hours</th>
<th>Class Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday 9:00 a.m. – 11:00 a.m.</td>
<td>8:00 a.m. – 9:15 a.m.</td>
</tr>
<tr>
<td>12:30 p.m. – 2:30 p.m. (online)</td>
<td>9:30 a.m. – 10:45 a.m.</td>
</tr>
<tr>
<td>Tuesday 12:45 p.m. – 2:45 p.m.</td>
<td></td>
</tr>
<tr>
<td>Wednesday 9:00 a.m. – 11:00 a.m.</td>
<td></td>
</tr>
<tr>
<td>12:30 p.m. – 2:30 p.m. (online)</td>
<td></td>
</tr>
<tr>
<td>Thursday 8:00 a.m. - 9:15 a.m.</td>
<td></td>
</tr>
<tr>
<td>9:30 a.m. – 10:45 a.m.</td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
</tr>
</tbody>
</table>


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.
**Time Requirements and Credit Hours Awarded:**

BLW 335 “Business Law” (3 credits) meets twice each week in 75-minute segments for 15 weeks and meets for a two hour final examination. Students have significant weekly reading assignments, take 3 in class examinations in addition to the final examination, and are required to complete four (4) written case brief assignments. Additionally, students each meet individually with the professor to complete a legal negotiation exercise. These activities average at a minimum 6 hours of work each week to prepare outside of classroom hours.

**COURSE REQUIREMENTS:**

**Examinations:** (450 points) 3 class examinations (100 points each) and 1 final examination worth 150 points. 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.).

**Case Briefs:** (200 Total Points) Four (4) written case briefs will be assigned and each is worth 50 points each. A case brief is basically a synopsis of a legal case wherein you explain the rationale behind the judge’s opinion in the case using the IRAC method of legal reasoning (explained below). The cases you will be briefing will be available on D2L. 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). **Copying from another student’s work or copying from something you have found online or anywhere else is academic dishonesty and will be punished. Your case brief must be entirely written by you without utilizing any source other than the case itself. You may copy small amounts from the case itself, but any copying must be put in quotes.** Any quoting from the case should be very slight, and excessive copying will result in a reduced grade, down to potentially a zero. I take academic dishonesty very seriously, and will not hesitate to fail you from the course if I find you have copied. 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).

For further instructions on the your case brief assignments, reference the instructions and sample case brief on D2L, which are expressly incorporated as a part of this syllabus by reference.

**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 role 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 student’s 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 (725) 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).

<table>
<thead>
<tr>
<th>Scale</th>
<th>Grading</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-100%</td>
<td>A</td>
<td>84 points Exam No. 1</td>
</tr>
<tr>
<td>80-89%</td>
<td>B</td>
<td>72 points Exam No. 2</td>
</tr>
<tr>
<td>70-79%</td>
<td>C</td>
<td>74 points Exam No. 3</td>
</tr>
<tr>
<td>60-69%</td>
<td>D</td>
<td>119 points Final Exam</td>
</tr>
<tr>
<td>Below 60%</td>
<td>F</td>
<td>68 points Contract Negotiation Exercise</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150 points Case Briefs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>567 Total Accumulated Points</td>
</tr>
<tr>
<td></td>
<td></td>
<td>567/725=.7821 or 78.207%=C Letter Grade</td>
</tr>
<tr>
<td></td>
<td></td>
<td>But consider: 582/725=.80276 or 80.276%=81%=B Letter Grade (with up to 15 bonus and extra credit points added)</td>
</tr>
</tbody>
</table>

Also consider: Suppose you earn 582 points on assignments such that you would have a B (582/725 = .80276), but miss class 5 times. The absences cost you a 10% point deduction, resulting in a C (582 x .90 = 523.8; 523.8/725 = 72.248%). **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](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 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.**

**Student Academic Dishonesty (4.1):**

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](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.

<p>| Jan. 22 | Tues. | Introduction – Instructor and Course/Syllabus; Introduction to Legal Reasoning/Reading and Briefing Legal Cases |
| Jan. 24 | Thur. | Intro. Continued/Reading and Briefing Legal Cases |
| Jan. 29 | Tues. | Chapter 6 Torts |
| Jan. 31 | Thur. | Chapter 6 Torts |
| Feb. 5  | Tues. | Chapter 6 Torts <strong>If you want a draft of your Case Brief 1 reviewed, must email to me by 5:00 p.m.</strong> |
| Feb. 7  | Thur. | Chapter 7 Strict Liability &amp; Products Liability |
| Feb. 12 | Tues. | Chapter 23 Warranties |
| Feb. 14 | Thur. | <strong>Exam No. 1 [Chs. 6, 7, 23] – Exam No. 1</strong> Case Brief 1 (Yeagle v. Collegiate Times case) due via D2L Dropbox by 8:00 a.m. |
| Feb. 21 | Thur. | Chapter 12 Contracts - Agreement in Traditional and E-Contracts |
| Feb. 26 | Tues. | Chapter 13 Consideration |
| Feb. 28 | Thur. | Chapter 13, Chapter 14 Consideration Capacity and Legality <strong>If you want a draft of your Case Brief 2 reviewed, must email to me by 5:00 p.m.</strong> |</p>
<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Chapter(s)</th>
</tr>
</thead>
</table>
| Mar 5      | Tues.  | Chapter 14  
*Capacity and Legality*                                                    |
| Mar 7      | Thur.  | **Exam No. 2 [Chs. 11-14]**  
Case Brief 2 (Jensen v. IBM case) due via D2L Dropbox by 8:00 a.m.        |
| Mar 12     | Tues.  | Chapter 15  
*Contracts – Mistakes, Fraud, & Voluntary Consent*                          |
| Mar 14     | Thur.  | Chapter 15, Chapter 16  
*Contracts – Mistakes, Fraud, and Voluntary Consent*  
*Contracts – Statute of Frauds*                                              |
| Mar 19     | Tues.  | **NO CLASS – SPRING BREAK**                                                 |
| Mar 21     | Thur.  | **NO CLASS – SPRING BREAK**                                                 |
| Mar 26     | Tues.  | Chapter 16, Chapter 18  
*Contracts – Statute of Frauds*  
*Contracts – Performance and Discharge*                                     |
| Mar 28     | Thur.  | Chapter 18  
*Contracts – Performance and Discharge*                                     |
| Apr 2      | Tues.  | **NO CLASS – CONTRACT NEGOTIATION EXERCISE**  
Exam No. 3 – Online Exam; Exam will open Thursday, Mar. 28 @ 5:00 p.m. and be due Tuesday, April 2, @ 11:59 p.m.  
Case Brief # 3 (Simkin v. Blank case) 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. |
| Apr 4      | Thur.  | Chapter 25  
*Agency – Formation and Duties*                                             |
| Apr 9      | Tues.  | Chapter 25, Chapter 26  
*Agency – Formation and Duties*  
*Agency Liability to Third Parties and Termination*                          |
| Apr 11     | Thur.  | Chapter 26, Chapter 27  
*Agency Liability to Third Parties and Termination*  
*Employment Law (Parts)*                                                    |
| Apr 16     | Tues.  | Chapter 28  
*Employment Discrimination*                                                  |
| Apr 18     | Thur.  | **NO CLASS – Easter Holiday**                                               |
| Apr 23     | Tues.  | Chapter 8  
*Intellectual Property*                                                      |
Apr 25 Thur. Chapter 8
*Intellectual Property*

Apr 30 Tues. Chapter 29
*Sole Proprietorships & Franchises*

**Case Brief # 4 (Motorsport Marketing, Inc. v. Weidmaier, Inc.)** 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.

May 2 Thur. Chapter 30, 31, & 32
*Partnerships & Limited Liability Partnerships*
*Other Organizational Forms for Small Businesses*
*Corporate Formation and Financing*

May 7 Tues. Chapter 5
*Business Ethics*

May 9 Thur. Chapter 24
*International and Comparative Law*

May 13 Mon. FINALS WEEK BEGINS

May 14 Tues. **FINAL EXAM [Chs 25, 26, 27, 28, 8, 29-32, 5, 24] – 8:00 a.m. – 10:00 a.m.**