GENERAL INFORMATION AND SYLLABUS
BUSINESS LAW - BLAW 3335.004
Fall 2020
Tuesday, Thursday 12:30 a.m. - 1:45 a.m.
McGee Business Building, Room: 161

Instructor: Dr. Justin R. Blount
Nelson Rusche College of Business/McGee Building 229K
Tel: (936) 468-3103 Department Tel: (936) 468-1785 Office
Email: blountjr@sfasu.edu

Office Hours:

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<td>Monday</td>
<td>9:00 a.m. – 11:30 a.m. (Zoom or face to face)</td>
<td>1:00 p.m. – 2:15 p.m.</td>
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<td>Tuesday</td>
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<td>Friday</td>
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University Policy on Face Coverings

Masks (cloth face coverings) must be worn over the nose and mouth at all times in this class and appropriate physical distancing must be observed. Students not wearing a mask and/or not observing appropriate physical distancing will be asked to leave the class. All incidents of not wearing a mask and/or not observing appropriate physical distancing will be reported to the Office of Student Rights and Responsibilities. Students who are reported for multiple infractions of not wearing a mask and/or not observing appropriate physical distancing may be subject to disciplinary actions.


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, complete a negotiation exercise outside of class, and are required to complete three (3) written case brief assignments. 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.

Due to the COVID-19 virus all exams in this class will be administered online via D2L. **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. **For the online exams, note that I am not very lenient with this policy due to the fact that the exam windows are quite long.** Thus, if you have any expectation that you have some medical or other issue that might conflict with an exam, make sure you take the exam early in the exam window and do not wait until the last minute. **If you wait until the last minute to take the exam and confront a technical issue taking the exam, I will not consider that to be a valid excuse.** 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.**

Unless otherwise expressly told by your instructor for a particular exam, you are not allowed to use your books, class notes, and any other study aids you have on any exam. **An electronic proctor might be required for some exams. If a proctor is used, you will be notified in advance regarding how to use the proctoring service and the computer requirements you will need to use it.**
**Case Briefs:** (150 Total Points) Three (3) 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 oral case problem – 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 brief assignments will be determined by (1) the totality of the work, including following the assignment instructions; (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 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.

**Contract Negotiation Exercise:** (75 points) You will be paired with another student in the class to negotiate the payment provision of a contract. More details on this assignment will be provided to you in class and via a separate set of written instructions.

**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 take attendance every class period. 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 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. Students with 7 or more unexcused absences will receive a deduction of 25% of their final earned grade points, which will likely lead to you receiving a failing grade.

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! It is your responsibility to make sure you show up for class on time. If students begin showing up late consistently, I will lock the doors at the start of class time and will not allow you in the room.**

**Cell Phone Usage and other distractions – 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. 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 the leave the classroom and/or considered to be absent by the instructor.

**Participation Bonus/Deduction Points (15 points):** It is an important part of the learning process in this course of study for colleagues to share questions, knowledge and insight. If you go “above and beyond” to participate well in class, you may be awarded up to 15 bonus points to your final point total. Conversely, if you are disruptive in class (particularly with electronic devices or talking), you may receive a deduction of up to 15 points from your final grade. This is in addition to your potential attendance deduction. I will be keeping track of your participation in class and allotting points based upon my evaluation of your participation. Things I will be considering for these points include, but are not limited to:

- Paying attention in class and not looking at your phone or computer or talking to a friend.
- Answering questions and providing opinions/insights in class.
- Participating in class discussions voluntarily/responding to other students comments.
- Being respectful of others in class while still sharing opinions.
- Exhibiting behaviors/making comments that show that you read the material prior to class.
- On days when we discuss cases, participating in an evaluation/discussion of the case.
- **Bringing your name tent to class and displaying it each class period.**
We will cover numerous examples and readings throughout the semester. I will be calling on students throughout the semester to ask them questions about the readings. If you have not read such that you are unable to answer questions about the readings, this will be factored into your participation bonus or deduction.

If you miss class excessively, it will not only count for the attendance deduction, but will also factored in for these participation points.

Grading: Grades will be determined on the following scale, based on the percentage ratio of student’s total accumulated points to the total possible (675) 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: 90-100%=A  
80-89%= B  
70-79%= C  
60-69%= D  
Below 60%=F

Example:  
84 points Exam No. 1  
72 points Exam No. 2  
74 points Exam No. 3  
135 points Final Exam  
70 points Negotiation Exercise  
92 points Case Briefs  
527 Total Accumulated Points

527/675=.7807 or 78.01%=79%=C Letter Grade  
But consider: 547/675=.81037 or 81.037%=82%=B Letter Grade (with up to 20 bonus and extra credit points added)

Also consider: Suppose you earn 582 points on assignments such that you would have a B (582/675 = .86222), but miss class 5 times. The absences cost you a 10% point deduction, resulting in a C (582 x .90 = 523.8; 523.8/675 = 77.6%). 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 (4.1):

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 it 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.

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/.

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.

Aug. 25 Tues. Intro. Continued/Introduction to Legal Environment and Legal Reasoning/Reading and Briefing Legal Cases
Aug. 27  Thur.  Introduction to Legal Environment and Legal Reasoning Cont.

Sep. 1  Tues.  Introduction to Legal Environment and Legal Reasoning Cont.
Chapter 11
*Contracts – Nature and Terminology*

Sep. 3  Thur.  Chapter 11
*Contracts – Nature and Terminology*

Sep. 8  Tues.  Chapter 11
*Contracts – Nature and Terminology*
Chapter 12
*Contracts – Agreement in Traditional and E-Contracts*

Sep. 10  Thur.  Chapter 12
*Contracts – Agreement in Traditional and E-Contracts*

Sep. 15  Tues.  Chapter 13
*Consideration*

If you want a draft of your Case Brief 1 reviewed, must email a complete draft to me by 5:00 p.m.

Must notify me of your group of 3 for the negotiation assignment by this date at 5:00 p.m. or I will assign you a group myself.

Sep. 17  Thur.  Chapter 13
*Consideration*

Sep. 22  Tues.  Chapter 14
*Capacity and Legality*

Sep. 24  Thur.  Chapter 14
*Capacity and Legality*

Case Brief 1 (Access Organics v Hernandez case) due via D2L Dropbox by 11:59 p.m.

Exam No. 1 [Chs. 11-14] – Opens Sep. 24 @ 5:00 p.m., must be completed by Sunday, Sep. 27 @ 11:59 p.m.

Sep. 29  Tues.  Chapter 15
*Contracts – Mistakes, Fraud, & Voluntary Consent*

Oct. 1  Thur.  Chapter 15
*Contracts – Mistakes, Fraud, & Voluntary Consent*

Oct. 6  Tues.  Chapter 18
*Contracts – Performance and Discharge*

Oct. 8  Thur.  Chapter 18
*Contracts – Performance and Discharge*

Oct. 13  Tues.  Chapter 18
*Contracts – Performance and Discharge*
If you want a draft of your Case Brief 2 reviewed, you must email a complete draft to me by 5:00 p.m.

Exam No. 2 [Chs. 15, 16, 18] – Opens Oct. 20 @ 5:00 p.m., must be completed by Wed., Oct. 21 @ 11:59 p.m.

Case Brief 2 (Progressive Ins. v. Trevino case) due via D2L Dropbox by 11:59 p.m.

Exam No. 3 [Chs. 6, 7, 23]
Opens Nov. 5 @ 5:00 p.m., must be completed by Sunday, Nov. 8 @ 11:59 p.m.

Case Brief # 3 (Taylor v. Baseball Club of Seattle) due via D2L Dropbox by 11:59 a.m. I will not review drafts of this case question – I will only answer brief questions about the case.

Employment Discrimination
All Negotiation Exercise Deliverables due via D2L Dropbox by 11:59 p.m.

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<td>Nov. 24</td>
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<td>Dec. 7</td>
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<td><strong>FINAL EXAM [Chs 25, 26, 27, 28, 8, 29-32]</strong></td>
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